

PLANO CITY COUNCIL

WILL CONVENE INTO PRELIMINARY OPEN MEETING AT 5:00 P.M. ON JUNE 12, 2006, FOLLOWED BY EXECUTIVE SESSION AND RESUMPTION OF 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 | 30 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|--|-----------|---------|
| I. | Consideration and action resulting from executive session discussion: | Council | 5 min. |
| II. | Update on SH 121 and US 75 | Upchurch | 5 min. |
| III. | Status of Plano Water Conservation Plan | Foster | 5 min. |
| IV. | Update on Katrina Evacuee Status | Glasscock | 5 min. |
| V. | Council items for discussion/action on future agendas | Council | 10 min. |
| | A. Schedule future determination of Council Liaison Appointments | | |
| VI. | Consent and Regular Agenda | Council | 5 min. |
| VII. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

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

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



CITY COUNCIL

1520 AVENUE K

DATE: June 12, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Dr. Scott Fenton
Meadows Baptist Church

PLEDGE OF ALLEGIANCE: Cub Scout Pack 1256
Wells Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>OATHS OF OFFICE</u></p> <p>Betty Monday Mahan, Community Relations Commission</p> <p><u>CERTIFICATE OF APPRECIATION</u></p> <p>Daniel M. Zadorozny, Civil Service Commission</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Presentation: Bob Acker, Acting Fire Chief – 30 Years of Service to the City of Plano</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p> <p><u>BOARD/COMMISSION REPORTS</u></p> <p>Board of Adjustment – Chair Chris Caso</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u> May 22, 2006 May 25, 2006</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2006-84-C for Fire Station Uniforms to GST Public Safety Supply and Lion Apparel in the estimated annual amount of \$178,254. This will establish an annual fixed price contract with four optional one-year renewals.</p> <p>(c) Bid No. 2006-144-B for the 2005-2006 Alley Approach Reconstruction and Sidewalk Construction Project, Project No. 5718 to Jim Bowman Construction Company, L.P. in the amount of \$203,175. This project involves the replacement of alley approaches and adjacent sidewalk at various locations in the City to bring them into compliance with the TDL&R regulations. New sidewalk will also be constructed at various locations in the City.</p> <p>(d) Bid No. 2006-150-B for Midway Road Widening – Parker Road to Spring Creek Parkway to McMahan Contracting, L.P. in the amount of \$1,443,426. The project consists of widening Midway Road from four lanes to six lanes from Parker Road to Spring Creek Parkway and providing right turn lane improvements at the intersections of Midway Road with Windhaven Parkway and Spring Creek Parkway. The project also includes various left turn lane improvements along Midway Road from Plano Parkway to Parker Road.</p> <p>(e) Bid No. 2006-141-C for an annual fixed price contract for Brick Screening Wall Repair and Maintenance Contract to Ratliff Hardscape, LLC in the estimated annual amount of \$54,400. This will establish a one (1) year contract with two (2) City optional one (1) year renewals.</p> <p>Change Order: (Change to current City of Plano contract allowable under State law)</p> <p>(f) To Piazza Construction , Ltd. increasing the contract by \$178,618 to install Access Control and Site Security to the expansion areas of the Operations and Equipment Services Buildings. Project No. 5249, Change Order No. 9, Bid No. 2004-175-B</p> <p>(g) To L.H. Lacy Company, LTD. decreasing the contract by \$74,086, Change Order #12. Original Bid #B064-04. This change order is for revising the scope of work to eliminate turf grass preparation, planting and establishment at Preston Meadow Park from the contract with L.H. Lacy Company, LTD.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(h) To authorize the purchase of Preston Meadow Park turf grass preparation, planting, and establishment in an amount not to exceed \$74,086 from Dyna-Mist Construction Company, Inc. through a Plano Independent School District (PISD) contract, and authorizing the City Manager to execute all necessary documents. CSP 3614</p> <p>(i) To authorize the purchase of one (1) Vermeer Tub Grinder (53A) for the Compost Operations Department in the amount of \$478,784 from Vermeer of Texas through the H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute all necessary documents (GR01-06).</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(j) To approve the terms and conditions of an Engineering Services Contract by and between the City and Jerry Parché Consulting Engineers in the amount of \$122,900 for design of 15th Street and Miscellaneous Drainage Improvements and authorizing the City Manager to execute all necessary documents. This agreement will provide for drainage improvements on 15th Street from Columbia Place to the system outfall into Spring Creek. Also included will be the installation of additional storm drain inlets on Alma Drive from Parker Road to Revere Circle and on Ohio Drive from Quincy Lane to Old Pond Drive.</p> <p>(k) To approve and authorize a contract with La Terra Studio, Inc. to provide Landscape Architect Services in conjunction with improvements to Enfield Park in an amount not to exceed \$164,750, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.</p> <p><u>Adoption of Resolutions</u></p> <p>(l) To approve the sole source purchase of twelve (12) AutoPulse Systems from Zoll Medical Corporation in the amount of \$122,128; authorizing the City Manager to take such action as necessary to effectuate the purchase; and providing an effective date.</p> <p>(m) To approve the sole source purchase of twenty-four (24) radios from Motorola Corporation in the amount of \$66,642; authorizing the City Manager to take such action as necessary to effectuate the purchase; and providing an effective date.</p> <p>(n) To approve the hiring of an Assistant City Attorney by the City Attorney; and providing an effective date.</p> <p>(o) To interpret Section 4.07 of the City Charter regarding the number of boards and commissions an official may be appointed to; and providing an effective date.</p> <p>(p) To approve the terms and conditions of a <i>Notice of Restriction</i> for 7.642 acres of land in Collin County Land Survey No. 7, Abstract 153, City of Plano, Collin County, located east of Rasor Road and South of McDermott Drive, authorizing its execution by the City Manager, and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To deny Atmos Energy Corp., Mid-Tex Division's Statement of Intent to increase the gas utility rates in this municipality; supporting the reduction of existing natural gas distribution rates currently charged by Atmos Mid-Tex within the City; ordering Atmos Mid-Tex to reimburse the City for its reasonable costs incurred in ratemaking proceedings or appeals of said proceedings; authorizing the Atmos Cities Steering Committee to act on behalf of City and intervene in any proceedings before administrative or judicial bodies; requiring delivery of this resolution to the company and legal counsel; and finding that the meeting at which this resolution is adopted is open to the public as required by law; and providing an effective date.	
(r)	To approve and authorize the refunds of property tax overpayments; and providing an effective date.	
(s)	To approve the purchase of Vesta-View telecommunications software from Affiliated Communications Inc. in the amount of \$49,375; a sole source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase and providing an effective date.	
<u>Adoption of Ordinances</u>		
(t)	To rescind Ordinance No. 2003-8-4 relating to the City of Plano Retirement Security Plan as restated January 1, 2002, and adopting a new City of Plano Retirement Security Plan, as restated January 1, 2006 to comply with regulations set forth in the Internal Revenue Code; authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(u)	To deny the request of Atmos Energy Corp., Mid-Tex Division, for an annual gas reliability infrastructure program (GRIP) rate increase in this municipality, as a part of the company's statewide gas utility distribution system; approving cooperation with other cities within the Atmos Energy Corp., Mid-Tex Division distribution system as part of the Atmos Cities Steering Committee (ACSC); authorizing ACSC to hire legal and consulting services and to negotiate with the company and direct any necessary litigation; authorizing intervention as part of ACSC in any appeal of the City's action to the Railroad Commission; providing a requirement for a prompt reimbursement of costs incurred by the City; finding that the meeting at which this ordinance is passed is open to the public as required by law; and providing for notice of this ordinance to Atmos Energy Corp., Mid-Tex Division; and providing an effective date	
(v)	To provide for the merger of the City of Plano Part-Time, Seasonal, and Temporary Employees Plan #2 into the Texas Municipal Retirement System; providing an effective date of the merger; and establishing a Plan #3 for the accounts of certain employees who do not elect to be part of the merger and designating an administrator for such plan; approving the terms and conditions of the merger agreement necessary to effectuate the changes; authorizing the City Manager to execute the Merger Agreement; and providing an effective date.	
(w)	To amend Ordinance No. 2005-11-14, codified as Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances by amending Section 6-492, Real Estate Signs, to provide additional rules for off-site real estate signs; providing penalty, severability, repealing, review and publication clauses; and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(x)	To amend Sections 12-114, Parking of Trucks, Tractors, etc. in Residential Districts and 12-115, Parking of Certain Equipment in Certain Zoning Districts, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances; and providing a penalty clause, a severability clause, a repealing clause, a savings clause, and an effective date.	
(y)	To amend Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, by adding a new Section 12-258, Quiet Zones, to designate the Kansas City Southern Railroad Crossings at Ohio Drive and Coit Road as quiet zones, providing a penalty clause, a severability clause, a publication clause and providing an effective date.	
(z)	To adopt and enact Supplement Number 74 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	
(1)	<p>Public Hearing and consideration of an ordinance – Comprehensive Plan Revision – Request to amend the Parks and Recreation Element of the Comprehensive Plan - An ordinance of the City of Plano, Texas, adopting the updated Parks and Recreation Element of the Comprehensive Plan, amendments to the text as originally adopted by Resolution No. 87-2-21 (R) and amendments to the Master Plan as originally adopted by Resolution No. 88-6-12 (R); approving the utilization of said element 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</p>	
(2)	<p>Public Hearing and consideration of an ordinance – Comprehensive Plan Revision – Request to amend the Public Services and Facilities Element of the Comprehensive Plan - An ordinance of the City of Plano, Texas, adopting the updated Public Services and Facilities element of the Comprehensive Plan, amendments to the text as originally adopted by Resolution No. 87-2-21 (R); approving the utilization of said element 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</p>	
(3)	<p>Consideration of a Resolution: To approve the Amended and Restated Articles of Incorporation of Arts of Collin County Commission, Inc.; providing a repealer clause; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

June 7, 2006

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

Honorable Mayor and City Council:

We will begin Monday evening in Executive Session where we will receive advice from the City Attorney.

The Preliminary Open Meeting agenda consists of staff updates on SH 121 & US 75, the Plano Water Conservation Plan and Katrina evacuees. In addition, the scheduling of liaison appointments to Boards and Commissions will be considered for a future agenda.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

Preliminary Open Meeting Agenda Item II

Update on SH 121 & US 75
Alan Upchurch

11/9

Preliminary Open Meeting Agenda Item III

Status of Plano Water Conservation Plan
Jimmy Foster

11/12

Preliminary Open Meeting Agenda Item IV

Update on Katrina Evacuee Status
Bruce Glasscock

1/1/02

**Discussion/Action Items for Future Council Agendas
(as of 6/6/2006 3:14:00 PM)**

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.

June 7 - Council Workshop – Lyle Sumek

June 12

Board of Adjustment Report

June 18 – Dedication of Art Wall @ 12th Street and Avenue I, 10 a.m.

June 26

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Parks and Recreation Report

Discussion and Consideration: Urban Centers Study - Consideration and approval of the Urban Centers Study. **Applicant: City of Plano**

July 4 – Independence Day Holiday

July 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Building Standards Report

July 26

Budget Presentation

August 1 – National Night Out, 6 – 9 p.m.

August 14

Technology Commission

August 17 - Board/Commission Reception, PSA Star Center, 6 p.m.-7p.m.

August 19

Council Budget Worksession
Board/Commission Reception (2 p.m. – 3 p.m.)

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

August 28

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Retirement Security Plan Committee

September 4 – Labor Day Holiday

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

September 11

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

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Plano Housing Report

October 9

TIF 1 and 2 Report

October 23

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

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

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

V6

November 13

November 23, 24 – Thanksgiving Holidays

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

December 11

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

December 19

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 22, 25 Christmas Holidays

January 1, 2007 – New Year Holiday

VC



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:	6/12/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i> 6/5/06	
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: Bob Acker, Acting Fire Chief - 30 Years of Service to the City of Plano				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY MEETING
CANVASS
MAY 22, 2006**

COUNCIL MEMBERS

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

**Council Members Elected and
Designation of Mayor Pro Tem and Deputy Mayor Pro Tem**

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Lee Dunlap

STAFF

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

Mayor Evans called the meeting to order at 5:04 p.m., Monday, May 22, 2006, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro Tem Johnson. Council Member Stahel arrived at 5:10 p.m. The following matters were discussed:

Mayor Evans asked that Council Members Callison and LaRosiliere canvass the 2006 General and Special Election results as follows:

Resolution 2006-5-15(R) A resolution of the City Council of the City of Plano, Texas canvassing the election returns of the Joint General Election of May 13, 2006, for the election of four members of Council [Places 2, 4, 6 (Mayor) and 8] for a term of three years; declaring the results; and resolving other matters on the subject.

City Secretary Bealke read the resolution caption and stated the early voting and accumulated totals for the Joint General Election.

Upon completion of the canvass, Council Member Callison stated that they have canvassed the returns of the Joint General Election and that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 8,020 City ballots cast and further do make a motion to adopt a resolution to approve the canvass of the Joint General Election returns of May 13, 2006, and declaring that Scott Johnson was elected to Place Two, Sally Magnuson was elected to Place Four, Pat Evans was elected to Place Six (Mayor) and Lee Dunlap was elected to Place Eight for a period of three years. Council Member LaRosiliere made a second to the motion and the Council voted 6-0, and further adopted Resolution No. 2006-5-15(R).

Resolution 2006-5-16(R) A resolution of the City Council of the City of Plano, Texas, canvassing the election returns of the Special Election held in conjunction with the Joint General Election of May 13, 2006 for the purpose of approving the sale of a portion of park property to the abutting landowner at 3200 Gary Drive, Plano, Texas as required by Chapter 253 of the Local Government Code; declaring the results; and resolving other matters on the subject.

City Secretary Bealke read the resolution caption and stated the early voting and accumulated totals for the Special Election.

Upon completion of the canvass, Council Member LaRosiliere stated that they have canvassed the returns of the Special Election and find that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 8,020 City ballots cast and further do make a motion to adopt a resolution to approve the canvass of the returns of the May 13, 2006 Special Election, declaring the approval of the sale of a portion of park property to the abutting landowner at 3200 Gary Drive, Plano, Texas as required by Chapter 253 of the Local Government Code. Council Member Callison made a second to the motion and the Council voted 6-0, and further adopted Resolution No. 2006-5-16(R).

Administer Oaths of Office for newly-elected Council Members

City Secretary Bealke administered the oath of office to newly elected Council Members Magnuson and Dunlap, and to Mayor Evans after which time they assumed their seats at the dais.

Mayor Evans then stated at 5:15 p.m. that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to receive Legal Advice, Section 551.071, and discuss matters of Personnel, Section 551.074 for which a Certified Agenda is kept for a period of two years.

Mayor Evans reconvened the Preliminary Meeting back into open session at 5:46 p.m. in the Council Chambers. The following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

Selection of Mayor Pro Tem and Deputy Mayor Pro Tem

Upon a motion made by Council Member Callison and seconded by Council Member Ellerbe the Council voted 7-0 to reappoint Mayor Pro Tem Johnson as Mayor Pro Tem.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Callison the Council voted 7-0 to reappoint Deputy Mayor Pro Tem Magnuson as Deputy Mayor Pro Tem.

Report on U.S. 75 Widening

Collin County Commissioner Joe Jaynes addressed the Council regarding a Pass-Through Finance Program concept for the US 75 corridor, stated that the corridor needs improvements from Spring Creek Parkway to the Grayson County Line, and spoke to the local entities providing funding up front and managing the project with the state. He spoke to the state paying the entities back over time and stated that this could take a considerable amount of time. Commissioner Jaynes spoke to facilitating safety and mobility, providing responsiveness to urbanization, and to supporting economic development. He stated that the three segments are from SH 121 north to Grayson County, SH 121 south to SH 121 north, and Spring Creek Parkway to SH 121 south. Commissioner Jaynes stated that there are more projects than there is funding for, spoke to the long delays with the projects, and to new opportunities under HB 3588 to look at funding possibilities. He spoke to the proposed projects, implementation schedule, and to the development of a financial plan as program costs are developed.

Commissioner Jaynes responded to the Council that while tollroads/managed lanes are being looked at, a tollroad would generate only enough revenue for maintenance and operation and would not help to fund the project. He further responded that the major difference between tolling SH 121 versus US 75 is that US 75 has main lanes on the ground that will remain free, spoke to there being no main lanes on SH 121, and to there being more traffic generated on SH 121. Commissioner Jaynes responded to the City Manager that the reason for beginning the project at the northern end is that the engineering and environmental aspects of the projects and rights of way have been acquired in the McKinney portion of the corridor.

Mobility Report

Traffic Engineering Manager Neal stated that there are no significant incidents to report, spoke to senior services transportation interest, and to creating a service possibly in the form of a taxi voucher, car pool, or other option. He spoke to looking at options provided around the country and to working with the Parks Department in finding a solution.

Discussion and Direction Regarding Willowbrook Estates HOA Screening Wall

Citizen Jim Garrison addressed the Council regarding the repair and replacement of additional sections of screening wall which faces Park Boulevard and is adjacent to the Willowbrook Estates neighborhood not meeting existing replacement criteria.

City Manager Muehlenbeck advised the Council that a contractor is ready to begin work at this location but that it is being halted until such time as the request of the Willowbrook Estates Homeowners Association is brought before the Council. He stated that 210 feet of screening wall scheduled to be replaced will be at a cost of \$20,000 to the City.

Director of Public Works Foster spoke to existing screening wall criteria previously adopted allowing for structurally sound walls to remain in place, and stated that if a wall is eight inches or more out of alignment it is considered to be not structurally sound. He spoke to matching new replacements with the design type currently in place, limited funding, the remaining screening wall at this site not meeting current replacement criteria, and further spoke to receiving direction from the Council. Mr. Foster responded to the Council regarding particulars of the screening wall in question, meeting current standards, various costs of the project, and stated that replacing the entire section of the area in question would be at a cost of \$136,000 to the City.

The Council spoke to making the screening wall area more attractive, previous application of standards, cost of replacing all screening walls, focusing on aged walls and determining what that funding might be. Mr. Foster spoke to walls with false brick fronts having problems, methods of replacement, and having had an architect look at design. The Council spoke to having an end result that will look more aesthetically pleasing and to seeing photographs of walls which have been replaced. Mr. Foster responded that current standards were adopted approximately two years ago, and spoke to looking at alternatives to retain the existing wall while making it more attractive. Mr. Garrison spoke to looking at a solution that addresses the concrete support buttresses. Mr. Foster spoke to coming back to the Council with a proposal of acceptable solutions after research has been done and further spoke to working within limited financial resources, being responsible at the same time, and stated that there are two sources of funding in the budget for wall replacement and repair.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of April and stated that revenue funds are doing well and that expenditures are tracking well and according to the budget. He stated that sales tax collections are up and reviewed adjoining city comparisons. Mr. McGrane stated that single family housing values are up, spoke to water and sewer billings, stated that hotel/motel tax dollars are slowly increasing, and spoke to the investment portfolio.

Discussion and Direction Regarding Water Conservation Plan

Director of Public Works Foster advised that the North Texas Municipal Water District (NTMWD) has announced that they will go to Stage 3 of the Drought Contingency Plan on June 1, 2006. He stated that the proposed City ordinance has been developed in conjunction with neighboring cities and the NTMWD. Mr. Foster stated that 2005 was the driest year since the 1950's in the Dallas Fort Worth area, spoke to current levels at Lake Lavon being critical, drought and emergency 4-stage response criteria, and to the alternating lake levels. He stated that there will be a massive media campaign and spoke to the 4-stage criteria of raising awareness in Stage 1 which is voluntary reduction of water usage, Stage 2 which is City initiated moderate water restriction, Stage 3 which is also City initiated and more severe in terms of water restrictions, and finally Stage 4 which is City initiated emergency water restriction. Mr. Foster spoke to variances under certain conditions and to the upcoming Public Hearing on the Regular Agenda of this meeting.

City Attorney Wetherbee responded to the Council regarding swimming pools in general rather than existing pools only being allowed to be filled and recommended that the ordinance be amended to include language regarding pools in general and not just existing pools. City Manager Muehlenbeck spoke to direction to the City from the NTMWD as being voluntary, and to the take-or-pay contract being problematically impacted regarding paying for water that will not actually be used due to restrictions, and further stated that other cities may offer a different time schedule for watering. He stated that mid June will be the time frame for actual enforcement, spoke to citations issued, and to the importance of holding accountable the intent of the ordinance.

Mayor Evans convened directly into the Preliminary Meeting at 7:06 p.m. Remaining Preliminary Items were discussed during the Regular Meeting.

Pat Evans, **MAYOR**

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
May 22 2006

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council directly into the Regular Session on Monday, May 22, 2006, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All members were present with the exception of Mayor Pro Tem Johnson.

The invocation was led by Pastor Barry Gin of Plano Chinese Alliance Church.

The Pledge of Allegiance was led by Brownie Troop 2194 of Thomas Elementary School.

Mayor Evans presented a certificate of appreciation to Victoria Hoyos Arango for her service on the Community Relations Commission.

Mayor Evans read proclamations recognizing National Public Works Week – 2006 and DART – 10th Anniversary of Light Rail.

Dart Status Report

DART Board of Directors member Pope advised that approval of the full funding grant agreement has been received from the Federal Transit Administration with final approval expected by the end of June. He stated that construction of the next expansion is expected to begin June 7. Mr. Pope advised that ridership continues to grow.

GENERAL DISCUSSION

Tim Bednar, citizen of the City, spoke to the efficient use of water by full-service car washes and requested they not be closed down as a result of water conservation efforts.

BOARD/COMMISSION REPORTS

Plano Transition/Revitalization Commission Chair Kissick spoke to the study of urban centers and efforts to identify and consider their role in the City, advising that recommendations would be coming forward to the Council this summer. He spoke regarding the Workforce Housing Study and the difficulties of gathering specific data, advising that an interim report will be presented in August. Mr. Kissick spoke regarding a review of implementation activities related to the Plano at Maturity Report with a summary and recommendation coming forward in August/September. Council Member Stahel complimented the commission on their work.

Sustainability Concept Recommendation

Director of Sustainability and Environmental Services Nevil spoke to the elements needed to develop a successful program including an understanding of its scope, top down leadership, employee involvement, education/training, measurable goals and communication. She advised that as director, she would provide centralized coordination and guidance regarding the development and implementation of the sustainability plan while working with a diverse range of City departments. Ms. Nevil stated that the Education and Community Outreach Committee would work closely in identifying and prioritizing sustainability concepts and practices that will become the focus of the educational campaign. She spoke to utilizing one identifier to present a unified overarching message to the community. Ms. Nevil advised that the Finance and Capital Appropriations Committee will research and recommend means of incorporating sustainability into City purchases, community improvement projects and departmental operations. She spoke to efforts to identify funding sources and pursuit of grants.

Ms. Nevil advised that the Green Builder Committee would research and recommend revised policies, development codes, amendments to standards and ordinances to incorporate sustainable design features and methods into all new commercial and residential development as well as future remodel and redevelopment projects. She spoke to the Resource Conservation Committee that will recommend policies and practices regarding water, energy/fuel efficiency, waste minimization and green space preservation and enjoyment.

Ms. Nevil advised that committee work will begin in July with action recommendations coming forward to the Council in February 2007. She stated that another project's grant included funding for an "expo" and that this would help facilitate a kick-off of the program in May 2007. Mayor Evans spoke to her meetings with the National League of Cities and the focus on "green building."

Discussion and Direction Regarding Options for Temporary Off-Site Signs

City Attorney Wetherbee advised that she has brought forward alternatives for allowing off-site signs on private property and not in rights-of-way. She advised that currently the only exception is for garage sale signs and stated that rather than allowing the option for any type of sign there is case law supporting the isolation of the message for just real estate signs.

Ms. Wetherbee advised that Option 1a allows the placement of off-site real estate signs on residential property with the consent of the owner for up to four days per calendar year and is limited to one per lot; Option 1b would allow off-site real estate signs on residential property from 9:00 a.m. Saturday until 6:00 p.m. the following Sunday with the consent of the owner and is limited to one per lot and; Option 2 would allow all off-site temporary signs for up to four days per calendar year with permission of the property owner and shall be limited to one per lot. She stated that Option 1b is preferred by Building Inspection Staff. Ms. Wetherbee advised that a mandatory review could be included in the ordinance and requested Council direction

Deputy Mayor Pro Tem Magnuson spoke in favor of Option 1b and Council Member Callison spoke to inclusion of a review to check with Building Inspections and the realtors. Ms. Wetherbee advised that there is case law supporting a City's right to limit messages on signs in support of their regulation and spoke to the temporary nature of real estate signs. Craig Perry, representing area realtors spoke to getting information out to the association.

Chief Building Official Mata spoke to Option 1b simplifying the criteria and having the least impact on enforcement efforts. He spoke to the number of signs being picked up by Staff and to homeowners removing signs that were placed without their permission. Council Member Stahel spoke to the cumbersome nature of filing a complaint and Mr. Perry spoke to providing information to realtors clarifying the placement requirements and to the advantages of signs in drawing interested buyers to a property.

City Attorney Wetherbee spoke to information on the signs being general in nature and that being particular on the specificity of the message may cause enforcement issues. The Council stated a consensus directing Staff to prepare an ordinance including Option 1b and a twelve month review to come back at the June 12, 2006 meeting.

Personnel Appointments

Community Relations Commission

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Stahel, the Council voted 7-0 to appoint Betty Monday Mahan to an interim term.

Retirement Security Plan Committee

City Manager Muehlenbeck recommended appointment of Stephen E. Doud and Kien Liew as Chair. Upon a motion made by Council Member Callison and seconded by Council Member Stahel, the Council voted 7-0 to appoint Stephen E. Doud to an interim term and Kien Liew as Chair.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agenda

City Attorney Wetherbee responded to Council Member LaRosiliere stating that the property referenced in Consent Agenda Item "G," a resolution authorizing the City to satisfy a mortgage lien, had been subject to a number of City enforcement liens and is now struck off to the City but subject to a first mortgage. She stated that the City will get the house on the market as soon as possible to recoup expenses and get the property in responsible ownership and advised that the City continues to care for it. Ms. Wetherbee advised that the alternative would be to wait for a foreclosure and that the financial cost would be in the continuance of the maintenance.

Council Reports

No reports were given.

CONSENT AGENDA

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

May 8, 2006

Approval of Expenditures

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

Bid No. 2006-131-B for the 2005-2006 Residential Street & Alley Pavement Rehabilitation Project, Zones M7, L8 & K8 to Jerusalem Corporation in the amount of \$1,042,450. This project involves the replacement of street and alley pavement in the residential areas bounded by Legacy Drive on the south, Central Expressway on the east, Hedgcoxe Road on the north and Custer Road on the west. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. 2006-137-B for Riverbend Lakes Dredging to Rimrock Enterprises, Inc. in the amount of \$299,950. The project consists of dewatering, dredging and disposal of approximately 3,000 cubic yards of silt and soil from eight existing lakes, seeding and sodding of disturbed areas, site stabilization, clean-up and associated items. [Consent Agenda Item (C)] (See Exhibit "B")

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

To approve a contract for Broker and Loss Control Services with Merit Insurance Services, Inc. and authorizing the City Manager to execute all necessary documents. (C112-03). [Consent Agenda Item (D)]

To approve the terms and conditions of an engineering services contract by and between the City and Freeman-Millican, Inc. in the amount of \$114,500 for Cloisters Water Rehabilitation and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (E)]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Wal-Mart Real Estate Business Trust for oversize participation for oversize paving improvements on Park Boulevard in the amount of \$32,319. [Consent Agenda Item (F)]

Adoption of Resolutions

Resolution No. 2006-5-17(R): To authorize the City to satisfy the mortgage lien for the property located at 2109 Los Rios Boulevard in the amount not to exceed \$90,000; authorizing the City Manager to execute any and all documents necessary to satisfy such lien and transfer title to the City; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2006-5-18(R): To redesignate the deferred compensation plan administered by the ICMA Retirement Corporation for participation by part-time, seasonal, and temporary employees (PTS) into two separate accounts as Plan 1 for those employees whose positions normally require less than a 1000 hours annually and Plan 2 for those employees whose positions normally require more than a 1000 hours in a year; and providing an effective date. [Consent Agenda Item (H)]

Resolution No. 2006-5-19(R): To approve a drainage easement to the City of Parker, Texas being located in the Charles F.M. Gooderin Survey, Abstract Number 353, City of Plano, Collin County, Texas and being a portion of Lot 79, Block A, Stoney Hollow, Phase Six, an addition to the City of Plano, Texas recorded in Volume N, Page 328, Plat Records, Collin County, Texas, across a portion of undeveloped park land; and authorizing the execution of the easement by the City Manager; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2006-5-20(R): To approve a gas line easement to Atmos Energy Corporation, a Texas corporation, being located in the Charles F.M. Gooderin Survey, Abstract Number 353, City of Plano, Collin County, Texas and being a portion of Lot 79, Block A, Stoney Hollow, Phase Six, an addition to the City of Plano, Texas recorded in Volume N, Page 328, Plat Records, Collin County, Texas across a portion of undeveloped park land, and authorizing the execution of the easement by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2006-5-21(R): To approve the purchase of a Gas Tight Option Upgrade in the amount of \$72,500 from NABCO, Inc., the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2006-5-22(R): To adopt and implement a Clean Fleet Vehicle Policy to improve air quality within the City; and providing an effective date. [Consent Agenda Item (L)]

END OF CONSENT

Council discussion and direction on whether the Tax Increment Financing Board qualifies as a City Board and is subject to Charter Section 4.07. [Regular Agenda Item (1)]

City Attorney Wetherbee advised that this item came from a request to determine whether a person serving on two boards, one being the Tax Increment Financing No. 2 (TIF 2) Board, was eligible to serve on another City board. She advised that the charter prevents service on more than two permanent boards of the City at one time and spoke to the TIF board being a creation of state law with all taxing units participating appointing a representative. Ms. Wetherbee spoke to the existence of the TIF depending upon this participation. She stated that if the Council determines this board is non-permanent, Staff would prepare a resolution stating such.

Council Member Callison and Council Member Stahel spoke to appointments by other entities being beyond the City's control and to deeming this a non-city board. Ms. Wetherbee spoke to considering the TIF 2 as a non-City board because the Council does not have unilateral control over its elimination. The Council spoke to being balanced in their appointments and not having one person serving multiple roles. It was the consensus of the Council to move forward and deem TIF 2 a non-City board. City Attorney Wetherbee advised that she would research into TIF 1 and bring back a resolution for Council consideration.

Public Hearing and adoption of Ordinance No. 2006-5-23 repealing Ordinance No. 2001-12-19, codified as Division 4, Drought Contingency Plan, of Article II, Water of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; adopting a new drought contingency plan; establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages; establishing restrictions on certain water uses during drought response stages; establishing penalties for violating the restrictions and provisions for enforcement of these restrictions; establishing procedures for granting variances; and providing a repealer clause, a severability clause, a savings clause; an effective date; and providing for the publication of the caption hereof. [Regular Agenda Item (1)]

Director of Public Works Foster clarified that neither Stage 3 or 4 would close down car washes.

Ordinance No. 2006-5-23 (cont'd)

Mayor Evans opened the Public Hearing. Tim Bednar, citizen of the City, expressed gratitude to the Council and advised he would provide information regarding commercial car washes and their use of water to the City. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to repeal Ordinance No. 2001-12-19, codified as Division 4, Drought Contingency Plan, of Article II, Water of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; adopting a new drought contingency plan; establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages; establishing restrictions on certain water uses during drought response stages; establishing penalties for violating the restrictions and provisions for enforcement of these restrictions; establishing procedures for granting variances with revision to Section 21-60(j)(2) to read, "*Pools may be filled to maintain operation levels. The use of potable water to refill ponds and lakes is prohibited*"; and providing a repealer clause, a severability clause, a savings clause; an effective date; and providing for the publication of the caption hereof and further to adopt Ordinance No. 2006-5-23 with revision.

Public Hearing and adoption of Ordinance No. 2006-5-24 as requested in Zoning Case 2006-08 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, amending H-1 Designation to grant additional development standards for fences on one lot on 4.0± acres located at the southeast corner of 15th Street and Pitman Drive in the City of Plano, Collin County, Texas, zoned Single-Family Residence-9 (SF-9) with Heritage Resource Designation (H-1), to allow for a taller fence; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (1)]

Heritage Preservation Officer Watson advised that the property requesting the amendment is the Heritage Farmstead which is a working farm museum. He stated that the applicant is proposing to replace the existing living screen and wire fence along the north, west, and south sides of the property with an eight-foot tall tubular steel and masonry column fence to protect animals, mitigate noise and other potential negative impacts of the museum to the adjacent neighborhood. Mr. Watson advised that the Heritage Commission and Planning and Zoning Commission have both approved the request as follows:

- The maximum height of a fence in a required front yard shall not exceed eight feet, and the 50% open construction requirement shall not apply.

Mr. Watson stated that each heritage designation carries its own number and so stipulations will apply only to this property.

Ordinance No. 2006-5-24 (cont'd)

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

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Stahel, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, amending H-1 Designation to grant additional development standards for fences on one lot on 4.0± acres located at the southeast corner of 15th Street and Pitman Drive in the City of Plano, Collin County, Texas, zoned Single-Family Residence-9 (SF-9) with Heritage Resource Designation (H-1), to allow for a taller fence as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2006-08; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-5-24.

Public Hearing and adoption of Ordinance No. 2006-5-25 as requested in Zoning Case 2006-07 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 9.9± acres located on the north side of Legacy Drive, 748± feet east of Chase Oaks Boulevard in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-277-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Fellowship Bible Church – North [Regular Agenda Item (1)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval as submitted. She spoke regarding recent enactment of additional landscaping requirements for properties that provide more than the required parking.

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

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 9.9± acres located on the north side of Legacy Drive, 748± feet east of Chase Oaks Boulevard in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-277-Retail/General Office; directing a change accordingly in the official zoning map of the City as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2006-07; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-5-25.

There being no further discussion, Mayor Evans adjourned the meeting at 8:32 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT THREE
May 25, 2006**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:05 p.m., Thursday, May 25, 2006, at Davis Library, Program Room, 7501 Independence Parkway, Plano, Texas. All Council Members were present. Mayor Evans arrived at 7:10 p.m. and Council Member Stahel arrived at 7:14 p.m. Mayor Pro Tem Johnson welcomed those in attendance, introduced members of the Council and identified the Council districts. He spoke regarding Council Members being elected and serving the City at large and the benefits provided.

Director of Public Works Foster provided an overview of the Stage 3 portion of the Drought Contingency Plan.

Mayor Evans advised regarding the questions for the meeting after which time those in attendance broke into groups for discussion.

Do you agree that traffic, crime, development and property standards enforcement are still the most important issues? What other issues should be included or replace these?

Under the basic issues of traffic, crime, development, and property standards enforcement identified on the list of discussion questions, citizens spoke regarding issues of traffic enforcement as a major concern, traffic flow, speeding in general and in the alleys, running of red lights, traffic signal timing at intersections, crosswalk and school zone problems, and vehicles parking on narrow streets.

Citizens spoke to vandalism and criminal mischief, and to crime being dealt with but remaining a pressing issue. Citizens spoke to property standards enforcement in declining areas of the City, redevelopment being an issue, encouraging environmental programs, and to animal control issues.

Citizens spoke to addressing new issues regarding bike paths and applicable usage, addressing storm water run-off, solicitation notices, encouraging environmental programs, and to problems with litter in the City.

Can you suggest other ways to improve the existing communications options?

Citizens spoke to communicating enforcement issues and to using e-mail, the internet web site, and utility bill inserts more often as communication tools. Citizens spoke to Staff remaining available to the public, and stated that overall communication efforts are good.

Do you feel you are getting a fair return on your tax investment? Where would you like to see additional services? Are you willing to pay for increased property taxes to pay for additional services? If not, would you want services reduced and if so, which services?

Citizens spoke to a responsive Staff, good e-mail communication, and the Park Department as being good returns on the tax investment. Citizens spoke to issues with neighboring school district taxes, and to being satisfied with things overall.

Mayor Evans thanked those in attendance for their input and stated that issues will be summarized and responses forthcoming from Staff. The meeting was adjourned at 8:25 p.m.

Pat Evans, **Mayor**

Scott Johnson, **Mayor Pro Tem**

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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Council Meeting Date:	06/22/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>6/3/06</i>	
Agenda Coordinator (include phone #): Glenna Hayes x7247 (Frank Snidow)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bid/Proposal for Bid No. 2006-84-C for Fire Station Uniforms to GST Public Safety Supply and Lion Apparel in the estimated annual amount of \$178,254.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07, 07/08, 08/09, and 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0		0	
Encumbered/Expended Amount		0		0	
This Item		0		0	
BALANCE		0		0	
FUND(S): GENERAL FUNDS					
Comments: This item approves price quotes for an annual fixed price contract with four optional one-year renewals from GST Public Safety Supply and Lion Apparel. Expenditures will be made by the Fire Department within approved budget appropriations. The estimated annual amount is \$178,254. STRATEGIC PLAN GOAL: Contract purchases of Fire Station Uniforms relates to the City's Goal of "Service Excellence"					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Staff recommends bids of GST Public Safety Supply (line items 1,3, and 4) in the estimated annual amount of \$114,097; and Lion Apparel (line items 2, and 7-9) in the estimated annual amount of \$64,157 be accepted as the best value bidders meeting specifications for 2006-84C Fire Station Uniforms in the total estimated amount of \$178,254. This will be established as an annual fixed price contract with four optional one-year renewals.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo; Evaluation Matrix					

b-1

Uniform Evaluation
Item 3 - Uniform Trouser, Plain Front

	Variety of Sizes 35 Points	Capabilities of Dealer 30 Points	Cost Points	20	Number of Certified Items 15 Points	Total Points
GST Public Safety	30	28	18.7		NA	76.7
Lion Apparel	30	21	20		NA	71

B-2

Glenna Hayes

From: Kirk Owen
Sent: Friday, May 26, 2006 5:50 PM
To: Glenna Hayes
Subject: FW: Uniform Bid Recommendation

From: Kirk Owen
Sent: Monday, May 08, 2006 5:47 PM
To: Donna Holden; Diane Palmer
Cc: Jennifer Kunstmann; Robert Corey; Danny Burks; Steve Finley
Subject: Uniform Bid Recommendation

Donna,

We have reviewed the bids received for a fire department uniform contract. The following fire department personnel participated in this evaluation of bids: Jennifer Kunstmann, Robert Corey, Dan Burks, Steve Finley, and Kirk Owen. After careful consideration of each item on both bids, the requirements of the specifications, and the stated evaluation criteria, the fire department provides the following recommendations.

Item 1. Uniform Shirt - Short Sleeve. Award to GST Public Safety. GST was the only bidder on this item and bid the specified shirt.

Item 2. Uniform T-Shirt. Award to Lion Apparel. Lion was the only bidder on this item and bid the specified T-shirt.

Item 3. Uniform Trouser - Plain Front. Award to GST. Both GST and Lion bid this item. It is the determination of the fire department that GST best meets the requirements of the evaluation criteria specified in 4-2.2 related to the ability of the vendor to service the account, provide alterations, etc. The department feels that the availability of timely local alterations and repairs is a very important factor, and GST bid a quicker response on both alterations and repairs.

Item 4. Uniform Trouser - Rescue. Award to GST. GST was the only bidder on this item and bid the specified trouser. (Lion did submit a proposed alternate for this item, but it was deemed not equal to the specified trouser.)

Item 5. Long Sleeve Sweat Shirt. We received no bids on this item, therefore there will be no award.

Item 6. Uniform Trouser - Short. We recommend that this item not be awarded. Our specifications were not clear on this item and the short we intended to purchase was not the short bid.

Item 7. Uniform Shirt - Short Sleeve (Chief). Award to Lion Apparel. Lion was the only bidder on this item and bid the specified shirt.

Item 8. Uniform Shirt - Long Sleeve (Chief). Award to Lion Apparel. Lion was the only bidder on this item and bid the specified shirt.

Item 9. Percentage Off List Price. Award to Lion. Both GST and Lion bid this item. GST bid 2% off list and Lion bid 50% off list.

This concludes the fire department's recommendations. Please me know if you have any questions or need any additional information. Thank you for your assistance on this project.

Kirk Owen
Assistant Chief, Support Services

b-3

5/30/2006



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:	6/12/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration (Michael Rapplear)	Initials	Date		
Department Head	Jimmy Foster	Executive Director	6/2/06		
Dept Signature:	<i>[Signature]</i>	City Manager	6/5/06		
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					
<i>Award, Rejection of Bids/Proposals, Bid No. 2006 - 144 - B for the 2005- 2006 Alley Approach Reconstruction and Sidewalk Construction Project, Project No. 5718 to Jim Bowman Construction Company, L.P. in the amount of \$203,175.00</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		593,304	254,000	250,000	1,097,304
Encumbered/Expended Amount		-593,304	-1,040	0	-594,344
This Item		0	-203,175	0	-203,175
BALANCE		0	49,785	250,000	299,785
FUND(S): CAPITAL RESERVE CIP FOR SIDEWALK CONSTRUCTION. (35-51128)					
COMMENTS: Funds are included in the Re-Estimated 2005-06 Capital Reserve. This item, in the amount of \$203,175, will leave a current year balance of \$49,785 for the Sidewalk Repairs project.					
STRATEGIC PLAN GOAL: Sidewalk repairs relate to the City's Goals of Safe, Livable Neighborhoods and Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends the bid of Jim Bowman Construction Company, L.P., in the amount of \$203,175.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project involves the replacement of alley approaches and adjacent sidewalk at various locations in the City to bring them into compliance with the TDL&R regulations. New sidewalk will also be constructed at various locations in the City.					
The secondary vendor being recommended is Metro Concrete Services, Inc. in the amount of \$216,232.00.					
Engineer's estimate for this project is \$240,000.00.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Tabulation Location Map		<i>C-1</i>			

CITY OF PLANO
BID TABULATION
2006-141-B
2005-2006 ALLEY APPROACH RECONSTRUCTION AND
SIDEWALK CONSTRUCTION PROJECT
PROJECT NO. 5718
Monday, May 22, 2006 @ 3:00 PM (CDT)

CONTRACTOR	BID BOND	TOTAL BID
Jim Bowman Construction Co., L.P.	Yes	\$203,175.00
Metric Concrete Services, Inc.	Yes	\$216,632.00
Allied Builders, Inc.	Yes	\$226,400.00
Ken-Do Contracting, LP	Yes	\$231,725.00
West Texas Rebar Placers	Yes	\$240,525.00
Jerusalem Corp.	Yes	\$253,850.00
Texas United Excavators	Yes	\$427,765.00

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

Sharron Mason

May 23, 2006

Sharron Mason, Buyer

Date

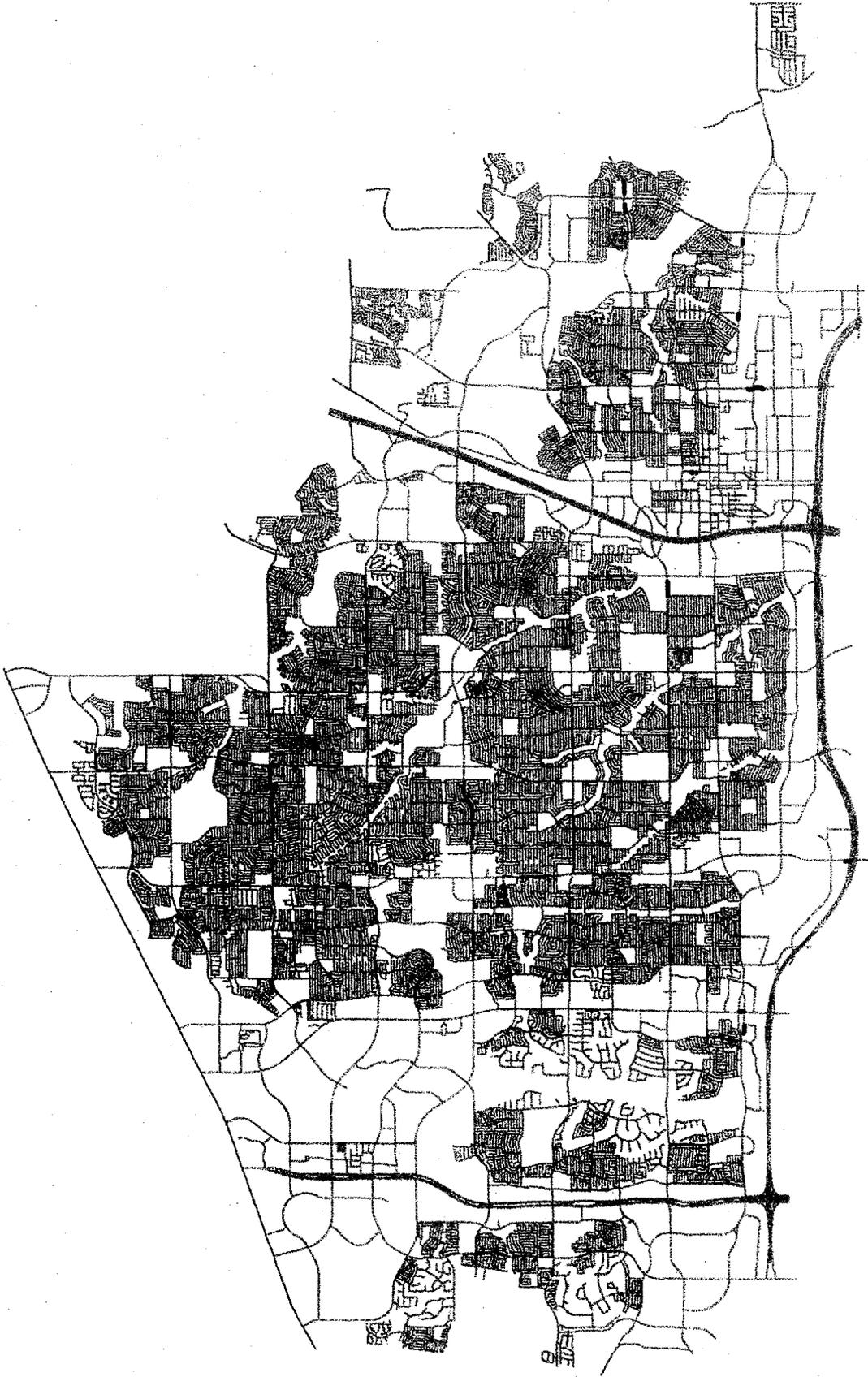
“BID TABULATION STATEMENT”

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

C-2

2005-2006 ALLEY APPROACH RECONSTRUCTION
AND SIDEWALK CONSTRUCTION PROJECT
LOCATION MAP



C-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/12/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	<i>[Signature]</i> 6/5/06	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/5/06	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5507		

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

CAPTION

Award/Rejection of Bid for Bid No 2006-150-B for Midway Road Widening – Parker Road to Spring Creek Parkway to McMahon Contracting, L.P. in the amount of \$1,443,426.15.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	44,303	718,000	1,322,000	2,084,303
Encumbered/Expended Amount	-44,303	-88,820	0	-133,123
This Item	0	-1,443,426	0	-1,443,426
BALANCE	0	-814,246	1,322,000	507,754

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

COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement Community Investment Program for the Midway - Parker to Spring Creek project. This item, in the amount of \$1,443,426, will be encumbered during the current fiscal year and carry forward into the cash allocations for FY 2006-07.

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

SUMMARY OF ITEM

Staff recommends the bid with Alternate 1 of McMahon Contracting, L.P., in the amount of \$1,443,426.15 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Tiseo Paving Co., in the amount of \$1,633,201.40.

Engineers' estimate was \$2,111,000.00.

The project consists of widening Midway Road from four lanes to six lanes from Parker Road to Spring Creek Parkway and providing right turn lane improvements at the intersections of Midway Road with Windhaven Parkway and Spring Creek Parkway. The project also includes various left turn lane improvements along Midway Road from Plano Parkway to Parker Road. The acceptance of Alternate 1 will utilize 8-inch concrete pavement with lime stabilized sub-grade instead of 10-inch concrete pavement with compacted earth sub-grade.

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

**BID OPENING LIST
FOR
CITY OF PLANO, TEXAS
MIDWAY ROAD WIDENING
(PARKER ROAD TO SPRING CREEK PARKWAY)
PROJECT No. 5507**

3:30 PM, THURSDAY, MAY 25, 2006

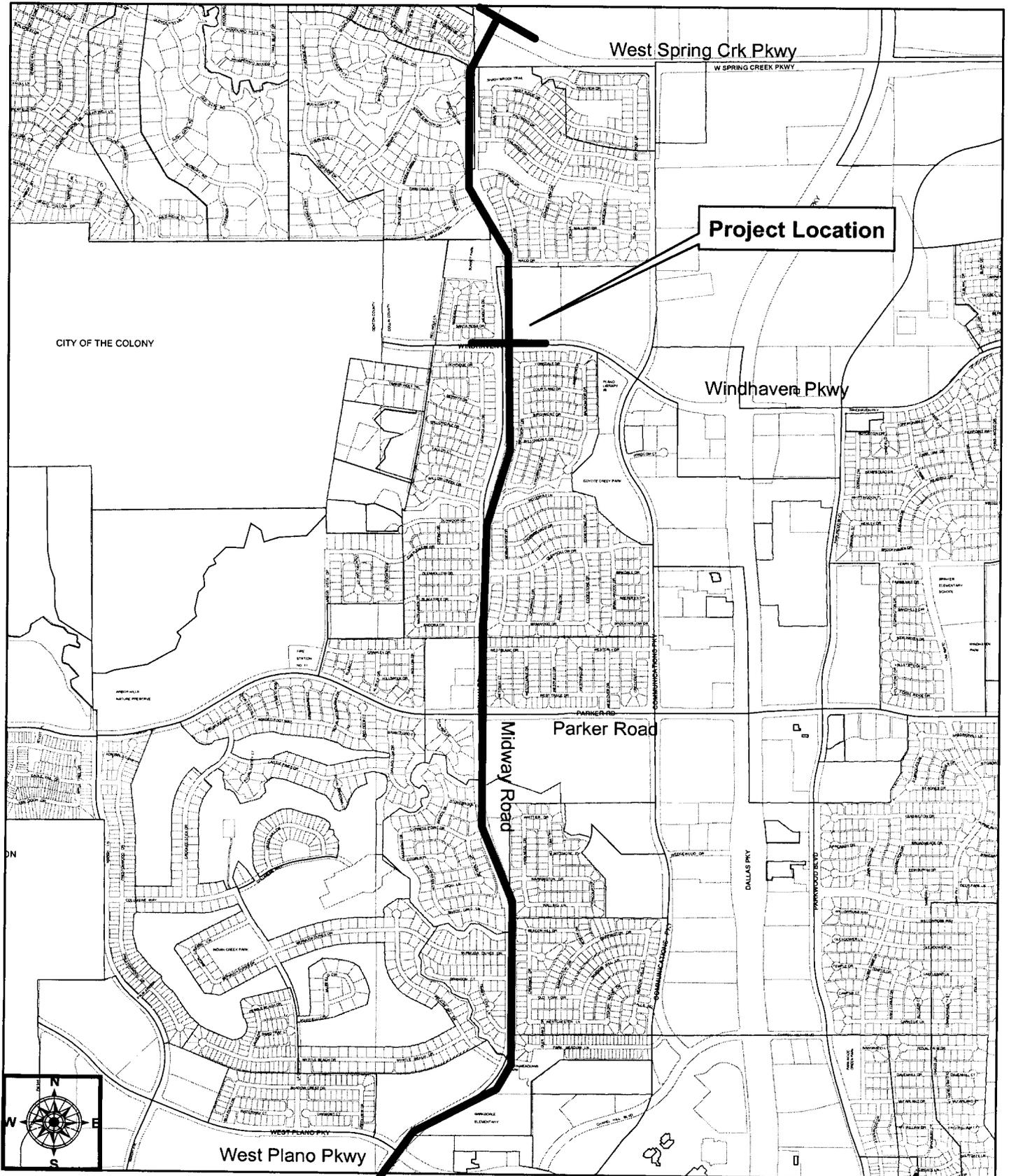
ENGINEER'S COST ESTIMATE = \$2,111,000

	<u>BIDDER</u>	<u>BASE BID</u>	<u>BID W/ ALT. 1</u>
1	McMAHON CONTRACTING, CO., L.P.	*\$1,448,088.65	*\$1,443,426.15
2	TISEO PAVING CO.	\$1,524,556.40	\$1,633,201.40
3	AUSTIN BRIDGE & ROAD, L.P.	\$1,638,391.50	\$1,653,192.00
4	JRJ PAVING	\$1,674,691.42	\$1,679,346.87
5	ED BELL CONSTRUCTION CO.	\$1,682,333.15	\$1,756,688.90
6	JIM BOWMAN CONSTRUCTION CO., L.P.	\$1,746,755.46	\$1,747,826.96
7			
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* Corrected Bid

d-2

MIDWAY ROAD WIDENING (Parker Road to West Spring Creek Parkway) Project No. 5507



d3



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:	6/12/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:		City Manager		6/26/06	
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bids/Proposals for Bid No. 2006-141-C for an annual fixed price contract for Brick Screening Wall Repair and Maintenance Contract to Ratliff Hardscape, LLC in the estimated annual amount of \$54,400.00.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06, 2006-07, 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS: This item approves price quotes. Expenditures will be made from the street department within the approved budget appropriations. The estimated annual amount is \$54,400.					
STRATEGIC PLAN GOAL: Repair of existing screening walls damaged by accident and deterioration relates to the City's goals of "Safe, Efficient Travel", "Livable Neighborhoods and Urban Centers", and "Service Excellence".					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Staff recommends bid of Ratliff Hardscape, LLC in the estimated annual amount of \$54,400.00 be accepted as lowest responsive, responsible bidder upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one (1) year renewals for Brick Screening Wall Repair and Maintenance Contract.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Recommendation Memo and Bid Recap					

e-1

Memorandum

To: Sharron Mason
Buyer
Purchasing Division

From: Bill Zimmerman
Public Works Superintendent

Date: 5/25/2006

Re: Recommendation Memo

Based on the bid evaluation for Brick Screen Wall Repair and Maintenance Contract (Bid No.) 2006-141-C (Bid Title) I recommend that the bid be awarded to Ratliff Hardscape, LLC (Vendor) as the lowest responsible, responsive bidder in the amount of \$54,400.00.

cc:

e-2

CITY OF PLANO

BID NO. 2006-141-C

BRICK SCREENING WALL REPAIR AND MAINTENANCE CONTRACT

BID RECAP

Bid opening Date/Time: May 11, 2006 @ 4:00 pm

Number of Vendors Notified: 769

Vendors Submitting "No Bids": 2

Number of Bids Submitted: 1

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Ratliff Hardscape, LLC	\$54,400.00
------------------------	-------------

Sharron Mason

Sharron Mason, Buyer

May 12, 2006

Date

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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06	Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Facilities / Bill Morris	Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	<i>6/5/06</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>6/12/06</i>
Agenda Coordinator (include phone #):		Irene Pegues X7198 <i>[Signature]</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>To Piazza Construction, Ltd. increasing the contract by \$178,618.00 to install Access Control and Site Security to the Expansion areas of the Operations and Equipment Services Buildings. Project No. 5249, Change Order No. 9, Bid No. 2004-175-B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,288,539	1,666,421	0	3,954,960
Encumbered/Expended Amount	-2,288,539	-1,451,231	0	-3,739,770
This Item	0	-178,618	0	-178,618
BALANCE	0	36,572	0	36,572
FUND(S) SERVICE CENTER EXPANSION FUND				
COMMENTS: Funds are included in the 2005-06 Re-Estimated Service Center Expansion Fund. This item, in the amount of \$178,618, will leave a current year balance of \$36,572 for the Service Center Expansion project. STRATEGIC PLAN GOAL: This expansion project relates to the City's Goal of "Major Business Center".				
SUMMARY OF ITEM				
This change order is for the addition of Access Control and Site Security for the expansion areas of the Operations and Equipment Services Buildings, which includes all coordination, training, installation, labor and materials required to achieve a fully functional and operational security system. Work will be provided by Chubb Security Systems, Inc.				
Staff recommends approval of Change Order No. 9. The total contract amount will be \$3,692,364.86, which is an increase of 14.85% of the original contract amount of \$3,215,000.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 9				

f-1

CHANGE ORDER NO. 9**EXPANSION TO OPERATIONS & EQUIPMENT SERVICES BUILDING****PROJECT NO. 5249****PURCHASE ORDER NO. 102671****CIP NO. 59592****BID NO. 2004-175-B****A. INTENT OF CHANGE ORDER**

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **PIAZZA CONSTRUCTION, LTD.** for the **EXPANSION TO OPERATIONS AND EQUIPMENT SERVICES BUILDING PROJECT**, dated **DECEMBER 13, 2004**.

B. DESCRIPTION OF CHANGE

The change order is for **THE INSTALLATION OF AN ACCESS CONTROL AND SITE SECURITY SYSTEM**.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
1	Install 43 door and gate access control system w/expansion					\$90,060.00
2	35 Camera Video Surveillance System					\$89,920.00
3	Contractors Profit 10%					\$15,998.00
4	Bond Premium					\$2,839.57
	TOTAL:					\$178,817.57

f-2

CHANGE ORDER NO. 9
Expansion to Operations and Equipment Services Building

Original Contract Amount	\$ 3,215,000.00
Contract Amount (Including Previous Change Orders)	\$ 3,513,746.86
Amount, Change Order No. 9	\$ 178,618.00
Revised Contract Amount	\$ 3,692,364.86
Total Percent Increase Including Previous Change Orders	14.85%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 129 day(s) to this project.

Original Contract Time	310 working days
Amount (Including Previous Change Orders)	313 working days
Amount, Change Order No.9	129 working days
Revised Contract Time	442 working days
Total Percent Increase Including Previous Change Orders	42.58%

J-3

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and PIAZZA CONSTRUCTION, LTD., do hereby agree to append this Change Order No. 9 to the original contract between themselves, dated DECEMBER 13, 2004.

CONTRACTOR: PIAZZA CONSTRUCTION, LTD.

A Texas limited partnership

BY: Piazza Capital Management,
L.L.C., a Texas limited liability
company

DATE: June 6, 2006

By: 
Charles Piazza
Manager

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

DATE: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee,
CITY ATTORNEY

D-4

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Grayson §

This instrument was acknowledged before me on the 6th day of JUNE, 2006, by CHARLES PIAZZA, MANAGER of PIAZZA CAPITAL MANAGEMENT, L.L.C. a Texas limited liability company, General Partner to Piazza Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Marcia L. Girard
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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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: 6/12/06		Reviewed by Legal <i>NS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials
Department Head	Don Wendell	Executive Director	<i>DA</i>	6-05-06
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>ELM</i>	6/5/06
Agenda Coordinator (include phone #): Linda Benoit (7255)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To L.H. Lacy Company, LTD. decreasing the contract by \$74,086, Change Order #12. Original Bid #B064-04				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,411,901	498,000	0	1,909,901
Encumbered/Expended Amount	-1,411,901	-447,356	0	-1,859,257
This Item	0	74,086	0	74,086
BALANCE	0	124,730	0	124,730
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: This change order, in the amount of \$74,086, will decrease the contract for the Park Improvement CIP and will leave a current year balance of \$124,730 for the Preston Meadow Athletic Site project. This item will cover the amount needed in the companion agenda item, the Dyna Mist Construction contract. STRATEGIC PLAN GOAL: Park athletic sites relate to the City's Goal of "Premier City for Families."				
SUMMARY OF ITEM				
This change order is for revising the scope of work to eliminate turf grass preparation, planting, and establishment at Preston Meadow Park from the contract with L.H. Lacy, Company, LTD. Staff recommends approval of Change Order No. 12. The contract total will be \$2,249,855.85, which includes change orders of 3.35% of the original contract amount of \$2,177,000.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order #12 Location Map				

CHANGE ORDER No. 12

PRESTON MEADOW PARK ATHLETIC FIELDS

**PROJECT No. 5201
PURCHASE ORDER No. 102610
CIP Nos. 32-22337-8331 AND 35-53366-8331
Bid No. B064-04**

A. INTENT OF CHANGE ORDER

The intent of this Change Order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **L. H. LACY COMPANY, LTD**, for the **PRESTON MEADOW PARK ATHLETIC FIELDS PROJECT**, dated April 12, 2004.

B. DESCRIPTION OF CHANGE

The Change Order is for a deduct for grass establishment at Preston Meadow Park. The Change Order establishes project completion and final acceptance on January 26, 2006.

C. EFFECT OF CHANGE

This Change Order will have the following effect on the cost of this project:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT OF CHANGE</u>	
1	Deduct grass preparation, installation and establishment	1	EA	-74,086.00	-74,086.00	1
	TOTAL				<u>-74,086.00</u>	

Original Contract Amount	\$ 2,177,000.00
Contract Amount (Including Previous Change Orders)	\$ <u>2,323,941.85</u>
Amount, Change Order No. 12	\$ <u>-74,086.00</u>
Revised Contract Amount	\$ <u><u>2,249,855.85</u></u>
Total Percent Increase Including Previous Change Orders	<u>3.35 %</u>

All items will be credited to CIP account number 32-22337-8331.

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this Change Order will add 110 days to this project:

Original Contract Time	<u>365 calendar days</u>
Amount (Including Previous Change Orders)	<u>473 calendar days</u>
Amount, Change Order No. 12	<u>110 calendar days</u>
Revised Contract Time	<u>583 calendar days</u>
Total Percent Increase Including Previous Change Orders	<u>59.73 %</u>

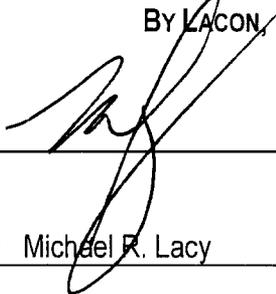
E. AGREEMENT

By the signatures below, duly authorized agents of the CITY OF PLANO, TEXAS, and L. H. LACY COMPANY, LTD, do hereby agree to append this Change Order No. 12 to the original contract between themselves, dated April 12, 2004.

OWNER: CITY OF PLANO

**CONTRACTOR: L. H. LACY COMPANY, LTD
BY LACON, LLC**

By: _____

By:  _____

Print
Name: Gerald P. Cosgrove

Print
Name: Michael R. Lacy

Print
Title: Chief Engineer - CIP

Print
Title: Member/Director

Date: _____

Date: 5/8/06

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

9-3

ACKNOWLEDGMENTS

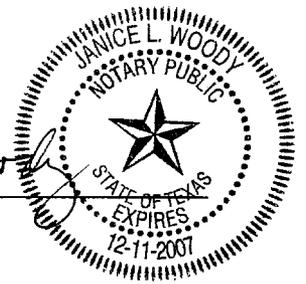
STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on the 8th day of May, 2006 by
MICHAEL R. LACY, MEMBER/DIRECTOR OF LACON, LLC, a Texas limited liability company, **GENERAL PARTNER**
OF L. H. LACY COMPANY, LTD, a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas



STATE OF TEXAS)

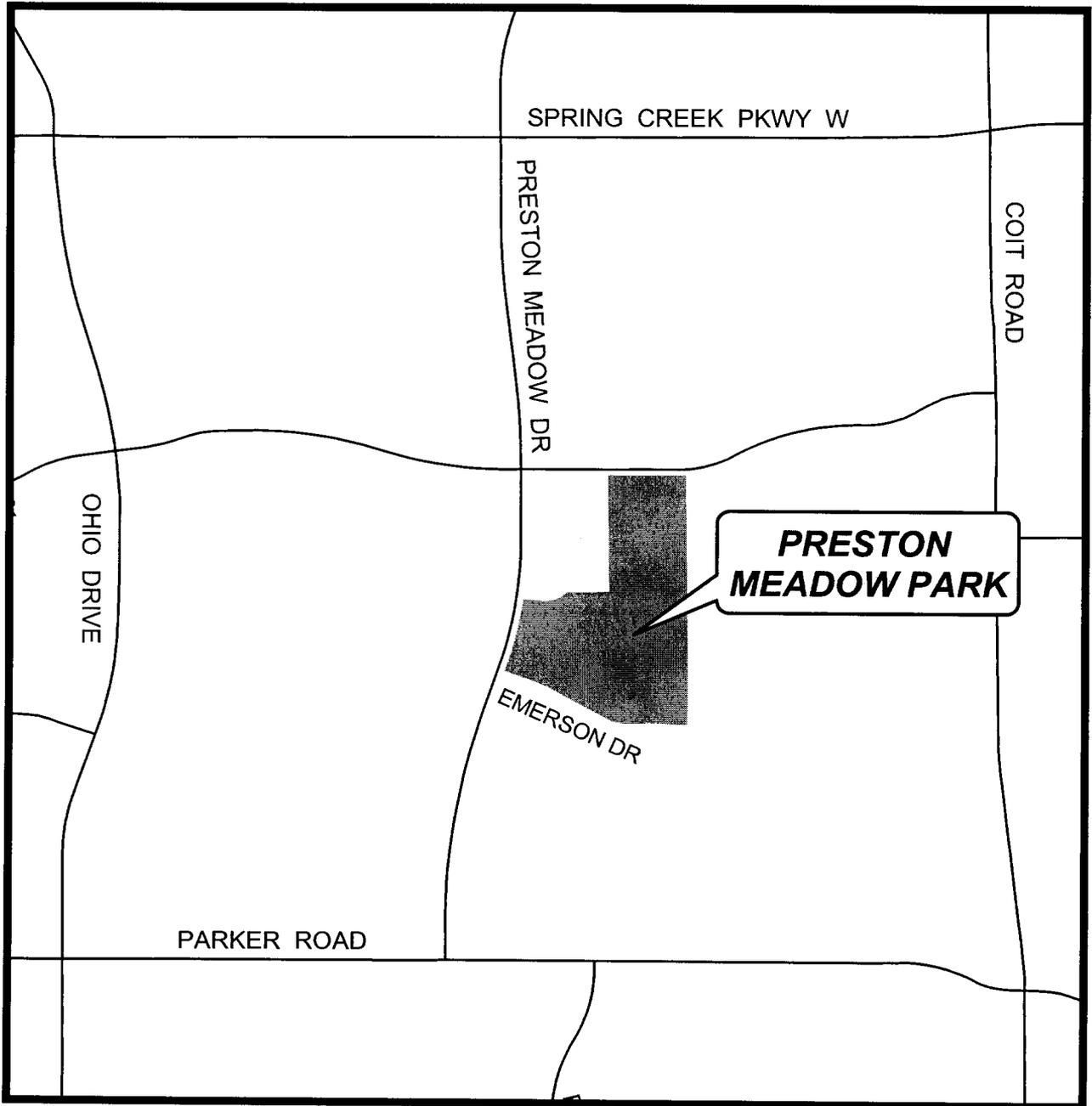
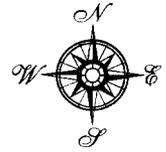
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2006 by
GERALD P. COSGROVE, CHIEF ENGINEER – CIP OF THE CITY OF PLANO, TEXAS, a home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

g-4

Preston Meadow Park Location Map



g-5



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:	6/12/06	Reviewed by Legal <i>JSH</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	<i>DW</i>	<i>06-06-06</i>
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>JSH</i>	<i>6/5/06</i>
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 Preston Meadow Park turf grass preparation, planting, and establishment in an amount not to exceed \$74,086 from Dyna-Mist Construction Company, Inc. through a Plano Independent School District (PISD) contract, and authorizing the City Manager or his designee to execute all necessary documents. CSP 3614

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,411,901	498,000	0	1,909,901
Encumbered/Expended Amount	-1,411,901	-447,356	0	-1,859,257
This Item	0	-74,086	0	-74,086
BALANCE	0	-23,442	0	-23,442

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2005-06 Re-Estimated Park Improvement CIP. This item, in the amount of \$74,086 will exceed the current year balance by \$23,442 for the Preston Meadow Athletic Site project. The overage will be covered through the companion agenda item, a change order decreasing the contract for the L.H. Lacy Company.

STRATEGIC PLAN GOAL: Park athletic sites relate to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

Staff recommends approval and award of Preston Meadow Park turf grass preparation, planting, and establishment in the amount \$74,086 to Dyna-Mist Construction Company, Inc.

Turf grass preparation, planting, and establishment was originally included in the Preston Meadow Park Improvements contract with L.H. Lacy Company, LTD. That item was deducted by Change Order No. 12 in the amount of \$74,086.

Staff will proceed with the turf grass preparation, planting, and establishment when water conservation measures allow.



CITY OF PLANO COUNCIL AGENDA ITEM

The services provided by Dyna-Mist were previously awarded by PISD in a competitive bid process. The City will utilize the unit prices in the PISD contract and the final amount of the expenditure will be based on actual work performed, but will not exceed \$74,086.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies State Laws requiring local governments to seek competitive bids for items. (Contract #1 045-04)

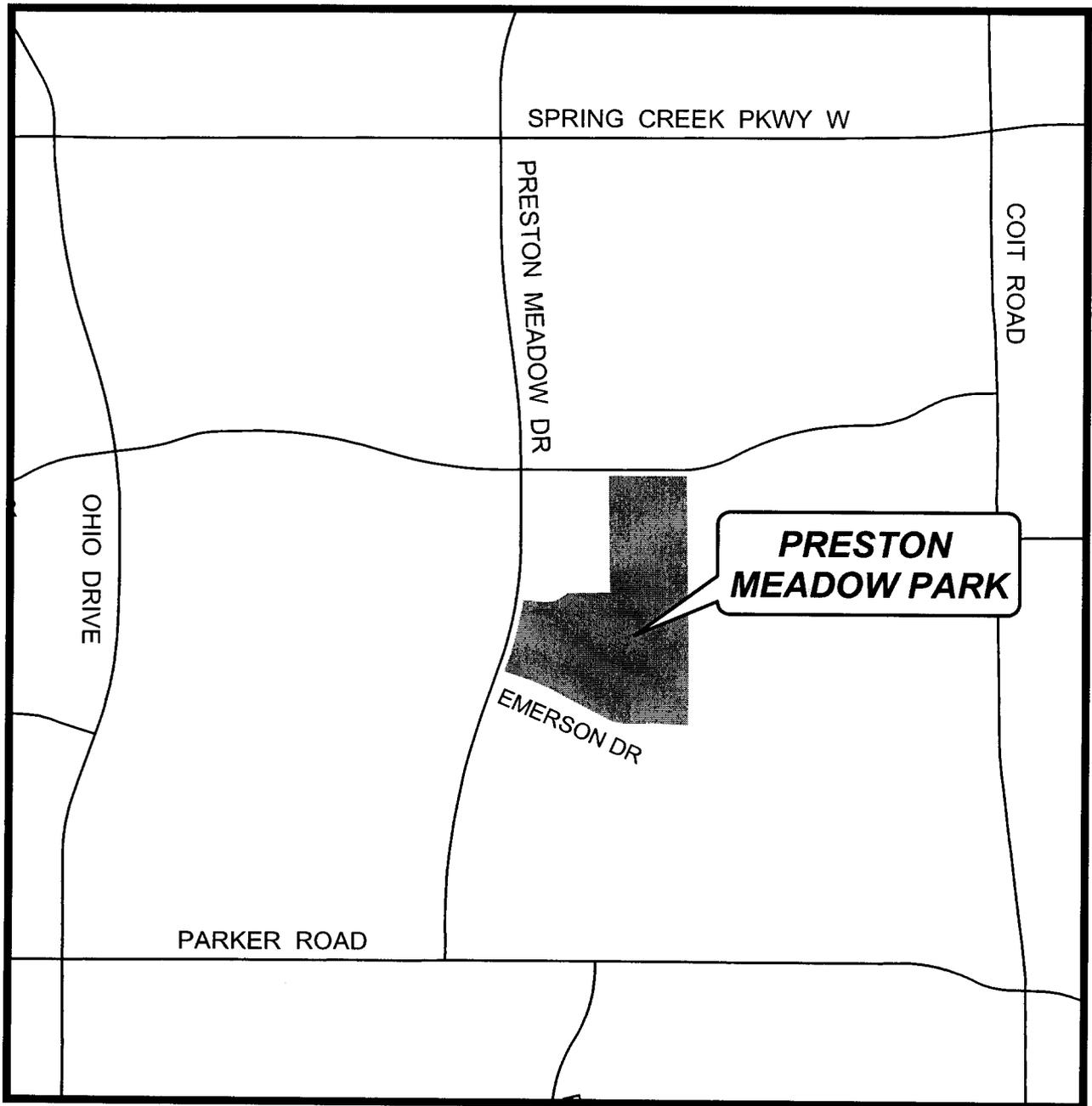
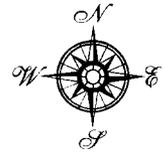
List of Supporting Documents:

Location Map
Contract Pricing

Other Departments, Boards, Commissions or Agencies

h-2

Preston Meadow Park Location Map



h-3

QUOTATION & SALES CONTRACT



dyna-mist

TO: City of Plano, Parks and Recreation Dept.
PO Box 860358
Plano, TX 75086-0358

DATE: March 9, 2006

TRANSMITTED VIA:
E-Mail

ATTN: Mr. Kevin Murray

We propose to furnish all materials, labor, tools and equipment to complete the following work:

JOB AND LOCATION: Landscape at Preston Meadow Park as described below:

DESCRIPTION:

- *Kill existing perennial Rye Grass using non-selective herbicide
- *Scalp with mowers
- *Prepare seedbed (scarification/rototill)
- *Hydro-Mulch Common Bermuda

QUANTITIES AND PRICES: Seventy-Four Thousand Eighty-Six Dollars and Zero Cents
(\$74,086.00)

Notes:

1. Irrigation system management to be performed by City of Plano.
2. Mowing and maintenance is not included in above pricing.

TERMS: Net 30 Days

Your signing and returning of this Quotation will constitute a contract subject to the approval of our credit department and will be our authority to proceed with the work as described herein, except Seller reserves the right to consider this Quotation null and void if executed subsequent to TEN (10) days from the date hereinabove written. The terms and conditions on the back hereof are a part of this contract as though written herein.

NOTICE: ADDITIONAL TERMS AND CONDITIONS INCORPORATED HEREIN AS PART OF YOUR QUOTATION AND SALES CONTRACT ARE ON THE SECOND PAGE. PLEASE READ BEFORE SIGNING AND ACCEPTING INASMUCH AS YOUR SIGNATURE AND ACCEPTANCE OF THE QUOTATION AND SALES CONTRACT SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS STATED ON THE SECOND PAGE OF THIS QUOTATION AND SALES CONTRACT.

Upon acceptance please execute and return one original, retaining a copy for your records.

ACCEPTED:

By: _____

DATE: _____

Respectfully Submitted:

DYNA-MIST CONSTRUCTION

By: _____

Randy Plumlee

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/12/06		Reviewed by Legal	<i>fm</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	6-05-06
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/06
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

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

CAPTION

Purchase from Existing Contract/Agreement to authorize the purchase of one (1) Vermeer Tub Grinder (53A) in the amount of \$478,784.05 from Vermeer of Texas through the H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute all necessary documents. (GR01-06)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	433,000	0	433,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-478,784	0	478,784
BALANCE	0	-45,784	0	-45,784

FUND(S): **EQUIPMENT REPLACEMENT FUND**

COMMENTS: Funds are included in the FY 2005-06 adopted budget for the purchase of (1) replacement Tub Grinder for the Compost Operations Department. The overage will be funded through savings in other Rolling Stock purchases.

STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of one Vermeer Tub Grinder (53A) through the H-GAC Cooperative Purchasing Program awarded to Vermeer of Texas.

This unit is a scheduled replacement for 98010 approved per fiscal year 05/06 for Dept 714/Compost Operations and funded through Account 071-8421; Supplement: #00071001. Tub Grinder is located at the Custer Road Facility and is used to grind approximately 58,000 tons of yard trimmings and wood annually. This material is brought to the facility by citizens, contractors and municipal collection trucks operated in Plano, Richardson, Frisco and Allen. The ground material is then hauled to the FM545 compost facility and processed into *Texas Pure* products.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (GR01-06).

Total purchase price including admin fee is \$478,784.05

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

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MEMORANDUM

DATE: May 23, 2006
TO: January Cook, Senior Buyer
FROM: Reid Choate, Technical Coordinator
SUBJECT: Request to purchase one (1) Vermeer Tub Grinder (53A) through H-GAC Cooperative Purchasing Program, Contract No. GR01-06 awarded to Vermeer of Texas.

Estimated Budgeted Amount:	\$433,000.00
Contract Base Price:	\$481,335.12
Discounted 2%	-\$ 9,626.70
Admin Fee:	<u>\$ 7,075.63</u>
Total Price w/Options:	\$478,784.05

NOTE: This unit is a scheduled replacement for 98010 for Department 714/Compost Operations fiscal year 05/06. Account 071-8421 / Supplement 00071001.

Please reference Requisition Order No: 903692.

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

Cc: Karl Henry
Jimmy Foster
Ryan Andry
Nancy Nevil
Diane Palmer
Stephen Teiper

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Linda Robinson

From: January Cook
Sent: Friday, May 26, 2006 11:13 AM
To: Reid Choate
Cc: Linda Robinson; Becky Johansen
Subject: Council for 2006-162-I Purchase of One (1) Vermeer Tub Grinder

This is to confirm that the above mentioned purchase is scheduled for 6/12/06 Council approval as follows:

Contract No: HGAC Contract No. GR01-06
(City of Plano Tracking No. 2006-162-I)
Item: Purchase of One (1) Vermeer Tub Grinder (53A)
Vendor: Vermeer of Texas
Vendor No: 116708
Amount: \$478,784.05

Please do not hesitate to call me should you have any questions.

Thank You



January M. Cook , CPPB

Senior Buyer/Purchasing Div.

Voice: (972) 941-7376

Fax: (972) 461-6879

januaryc@plano.gov

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5/30/2006

CITY OF PLANO

05/22/06

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P.O. Number 903692 OR
 Cost Center 071

Supplier VERMEER EQUIPMENT OF TEXAS
 PO BOX 224991
 DALLAS TX 75222

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

Ordered 05/22/06 Freight
 Requested 05/22/06 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
VERMEER TUB GRINDER	1	EA	481,335.1200	481,335.12	05/22/06

ITEM # TG9000
 REQUEST TO PURCHASE ONE (1)
 VERMEER TUB GRINDER;
 PRODUCT CODE (53A) THROUGH
 H-GAC COOPERATIVE PURCHASING
 PROGRAM, CONTRACT NO. GR01-06
 AWARDED TO VERMEER EQUIPMENT
 OF TEXAS.
 NOTE: THIS IS A SCHEDULED PURCHASE
 REPLACEMENT FOR UNIT 98010, DEPT. 714/
 COMPOST OPERATIONS FY05/06.
 ACCOUNT 071-8421.
 SUPPLEMENT NO. 000710001
 STANDARD OPTIONS TO INCLUDE:
 TG9000-000 BASIC ASSEMBLY INCLUDES THE
 FOLLOWING:
 PT TECH WET CLUTCH TRANSMISSION ,
 TUB AND TABLE ASSEMBLY, THROW-OBJECT-RESTRAINT-
 SYSTEM, QUAD-AXLE TRAILER FRAME, BELLY CONVEYOR,
 RADIAL STACKING LOAD-OUT CONVEYOR, RADIO CONTROL,
 HYDRAULIC STABILIZERS AND TRAILER LIGHT PACKAGE.
 TG9000-002 CAT 800 HP 3412E ENGINE OPTION.
 TG9000-022 MAGNETIC PULLEY DRIVE ASSEMBLY.
 TG9000-012 DUPLEX DRUM HAMMER MILL.
 TG9000-053 COMPLETE SET OF HAMMERS WITH CUTTER BLOCKS.
 TG9000-068 6"X8" SQUARE SCREEN WITH BREAKER BAR (2).
 NOTE: THERE WILL BE NO FREIGHT CHARGE FOR THIS PURCHASE.
 REQUISITION REQUESTED BY REID CHOATE.

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CITY OF PLANO

05/22/06

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P.O. Number 903692 OR

Extended Price Request

Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
VERMEER 2% LOYALTY DISCOUNT INVOICE TO FOLLOW	1	EA	9,626.7000-	9,626.70-	05/22/06
H-GAC ADMIN. FEE	1	EA	7,075.6300	7,075.63	05/22/06

Total Order

TermProx Days 01/10

478,784.05

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Quote Sheet

April 26, 2006

City of Plano
Solid Waste Disposal Division

The following quotation represents the options and pricing on the Vermeer TG9000 Tub Grinder that are available on the HGAC purchasing program.

The following configuration has been accepted by HGAC contract #GR01-06, product code # 53A.

Standard options

TG9000-000 Basic Assembly includes the following: PT Tech Wet Clutch Transmission, Tub and Table assembly, Thrown-Object-Restraint-System, Quad-Axle Trailer Frame, Belly Conveyor, Radial Stacking Load-Out Conveyor, Radio Control, Hydraulic Stabilizers and Trailer Light Package.

TG9000-002 CAT 800HP 3412E Engine Option

TG9000-022 Magnetic Pulley Drive Assembly

TG9000-012 Duplex Drum Hammer Mill

TG9000-053 Complete Set of Hammers with Cutter Blocks

TG9000-068 6"x8" Square Screen with Breaker Bar (2)

Vermeer Manufacturing List Price	\$ 559,692.00
14% HGAC Discount	\$ 78,356.88
HGAC Sales Price	\$ 481,335.12
Vermeer 2% Grinder Loyalty Discount	\$ 9,626.70
City of Plano HGAC Price before Fees	\$ 471,708.42

Note: There will be no freight charge for this purchase

1.5% fee assessed on the total for utilizing the HGAC bid. \$7,075.63

Total Delivered Price with Fees \$478,784.05

Jason R. Rush
214-995-8855
Vermeer of Texas
3025 Hwy 161
Irving, TX 75062

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Vermeer Manufacturing Company - Pella, IA

TG9000 Tub Grinder

USD

<u>Sales Code</u>	<u>Description</u>	<u>USD List Price</u>
REQUIRED ITEMS/FEATURES		
TG9000000	TG9000 BASIC ASSEMBLY includes: wet clutch transmission, tub and table assembly, TORS, quad axle trailer frame, belly conveyor, radial stacking loadout conveyor, hydraulic systems, radio control, front hydraulic stabilizers and trailer light package	\$ 413,592.00
Engine Horse Power Feature (Choose One)		
TG9000002	CAT 800HP 3412E ENGINE OPTION	\$ 93,425.00
TG9000003	CAT 1000HP 3412E ENGINE OPTION	\$ 162,429.00
Loadout Conveyor Drive Pulley Feature (Choose One)		
TG9000021	STANDARD PULLEY DRIVE ASSEMBLY	\$ 3,209.00
TG9000022	MAGNETIC PULLEY DRIVE ASSEMBLY	\$ 12,943.00
Hammermill Feature (Choose One)		
TG9000011	3666T C143DUPLEX DRUM OPTION	\$ 32,230.00
TG9000012	PIN & PLATE HAMMERMILL OPTION	\$ 32,230.00
Hammer Feature (Choose One)		
TG9000053	10-36"DUPLEX HAMMERS W/ WIDE BLK CUTTERS	\$ 2,636.00
TG9000054	FIXED T-1 BLK HAMMER, 3 1/2"WIDE - QTY 22	\$ 6,961.00
TG9000055	FIXED T-1 BLOCK HAMMER, 2 1/2" WIDE - QTY 22	\$ 5,053.00
Hammermill Screens (Hammermill Requires Two)		
TG9000030	CUSTOM SCREEN W/ BREAKER BAR	On Application
TG9000031	SPECIAL TUNGSTEN CARBIDE SCREEN HARDFACE	On Application
TG9000032	1 INCH ROUND SCREEN W/ BREAKER BAR	\$ 2,981.00
TG9000033	1 1/2 INCH SQUARE SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000034	1 1/2" X 3" SQ. SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000035	2 INCH SQ. SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000036	2 1/2" SQUARE SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000037	3 INCH SQUARE SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000038	4 INCH SQUARE SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000039	6 X 8 INCH RECT. SCREEN W/ BREAKERBAR	\$ 2,433.00
TG9000040	6 X 10 INCH RECT. SCREEN W/ BREAKERBAR	\$ 2,433.00
NON-REQUIRED ITEMS/FEATURES		
Accessories		
TG9000051	3/4 DRIVE TORQUE WRENCH-250FT-LB PRESET	\$ 542.00
TG9000052	3/4 DRIVE TORQUE WRENCH-375 FT-LB PRESET	\$ 996.00
TG9000902	TG9000 TVP EXT. WTY. 24 MTHS/2000HRS	\$ 12,596.00
TG9000903	TG9000 TVP EXT. WTY. 36 MTHS/3000 HRS.	\$ 15,335.00
TG9000999	SPECIAL PAINT	On Application

NOTE: SEE ACS PRICE INDEX FOR ADDITIONAL OPTIONS

THIS PRICE SHEET SUPERSEDES ALL PREVIOUSLY PUBLISHED VERMEER TG9000 PRICE SHEETS.
 PRICES SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL PRICES F.O.B. PELLA, IOWA.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/12/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/5/06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/06	
Agenda Coordinator (include phone #): Pegues (7198)		(Project No. 5635)			

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

CAPTION

Approval of contract to approve the terms and conditions of an engineering services contract by and between the City and Jerry Parché Consulting Engineers in the amount of \$122,900 for design of 15th Street and Miscellaneous Drainage Improvements and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	62,447	222,000	1,820,000	2,104,447
Encumbered/Expended Amount	-62,447	-19,983	0	-82,430
This Item	0	-122,900	0	-122,900
BALANCE	0	79,117	1,820,000	1,899,117

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the 2005-06 Municipal Drainage CIP. This item, in the amount of \$122,900 will leave a current year balance of \$79,117 for the Miscellaneous Drainage Improvements project.

STRATEGIC PLAN GOAL: Drainage Improvements relate to the City's Goal of Livable Neighborhoods and Urban Centers.

SUMMARY OF ITEM

This agreement with Jerry Parché Consulting Engineers for engineering design of 15th Street and Miscellaneous Drainage Improvements will provide for drainage improvements on 15th Street from Columbia Place to the system outfall into Spring Creek. Also included will be the installation of additional storm drain inlets on Alma Drive from Parker Road to Revere Circle and on Ohio Drive from Quincy Lane to Old Pond Drive.

The contract fee is for \$122,900 and is detailed as follows:

Design Survey	\$ 12,000
Conceptual Design	\$ 31,200
Preliminary Design	\$ 32,200
Final Design	\$ 33,300
Bid Phase and Contract Award Phase	\$ 2,700
Construction Administration	\$ 7,200
Construction Survey Control Stakes	\$ 1,500
Prepare Record Drawings	\$ 1,000
Total Basic Services	\$121,100
Special Services (Survey for Right of Way Acquisition)	\$ 1,800
TOTAL FEE ALL SERVICES	\$122,900

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CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the Municipal Drainage Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,300,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

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15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS

PROJECT NO. 5635

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 **JERRY PARCHÉ CONSULTING ENGINEERS**, a **SOLE PROPRIETORSHIP**, 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 **15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS** 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.

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.

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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:

Jerry Parché
Jerry Parché Consulting Engineers
1301 South Bowen Road #300
Arlington TX 76013

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.

**JERRY PARCHÉ CONSULTING
ENGINEERS**
A Sole Proprietorship

DATE: _____

BY: _____
JERRY PARCHÉ, OWNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2____, by **JERRY PARCHÉ, OWNER, d/b/a JERRY PARCHÉ CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2____, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**EXHIBIT A
SCOPE OF SERVICES**

**15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS
PROJECT NUMBER 5635**

PROJECT DESCRIPTION:

Provide a drainage study including drainage area analysis, hydraulic evaluation of the existing storm drainage system, site surveying, design and plan preparation services in accordance with the City of Plano Storm Drainage Design Manual for the following:

- A. Upgrade and replace the existing storm drain along the south side of 15th Street from Columbia Place to its outlet into Spring Creek. Analysis should include the systems in 15th as well as the branch laterals off the 15th Street system.

Provide site surveying, design and plan preparation services only for the following:

- A. Provide additional storm drain inlets along the east side of Alma Drive from Parker Road to Revere Circle. Preliminary reports and studies indicate that inlets are needed in the following vicinities:

- 1. On the east side of Alma at approximately 450 feet south of Parker Road.
- 2. On the south side of Lexington Drive just east of Alma.
- 3. On the east side of Alma just south of Clinton Drive.

- B. Provide additional storm drain inlets along the east side of Ohio Drive from Quincy Lane to Old Pond Drive. Preliminary reports and studies indicate that inlets are needed in the following vicinities:

- 1. On the east side of Ohio Drive just south of Quincy Lane.
- 2. On the east side of Ohio Drive approximately 200 feet north of Sundance Drive.
- 3. On the east side of Ohio Drive in the sag area between Sundance Drive and Old Pond Drive.
- 4. On the east side of Ohio just north of Old Pond Drive.

Preliminary reports and studies indicate that the drainage system along 15th Street is undersized. The additional inlets on Alma Drive and Ohio Drive are to alleviate flooding by diverting the drainage into existing pipes that have excess capacity. The Alma Drive Drainage Evaluation and the Ohio Drive Drainage Evaluation prepared by O'Brien Engineering, Inc. shall be used as a guide in preparing the plans for each area. However, the drainage areas and calculations from that study shall be checked as part of this contract to verify accuracy for the 15th Street system (with its branches) only. For storm drain inlet placement on Alma (Parker to Revere Circle) and on Ohio Drive

(Quincy to Old Pond), drainage areas and calculations checking of the study information are not required.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Stream Bank Stabilization Manual
 - Erosion & Sediment Control Manual
 - Thoroughfare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction
 - Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. 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 areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. 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

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visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Comcast, Etc.).

4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), valve boxes (top of valve or operating nut) and other existing improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of easement parcels 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 requirements for preparation of field notes and exhibits.

E. Conceptual Design –

- Coordinate with affected utility companies to obtain accurate Information on the location of their utilities.
- Prepare Drainage Area Map for 15th Street Drainage System. Prepare Drainage Calculations for Runoff.
- Prepare Drainage Calculations for inlet sizing, placement and Pipe hydraulic grade line.
 - Review results of 15th Street Drainage Study with City.
 - Prepare Conceptual Design Plans for 15th street Inlets and Storm Sewer System.
 - Prepare Conceptual Design Plans for Ohio Drive and Alma Drive inlets and storm sewers.
- Prepare Conceptual traffic control plan.
- Prepare Conceptual Pavement Replace Plan for 15th Street.
- Prepare SWPPP Concept Plan.
- Prepare preliminary estimate of construction cost based on Conceptual plans.
- Submit conceptual design plans to City and review with city staff.

F. Preliminary Design –

1. Prepare preliminary construction plans at approximately 60% to 80% complete. Prepare the following sheets (22" x 34") at the engineering scale indicated:
 - Cover sheet.
 - General Notes & Quantity sheet.

- Project layout control sheet(s).
Scale 1"= 100'.
- Typical sections and detail sheets.
- Construction phasing and temporary traffic control sheets.
Scale 1"= 40'.
- Drainage Area Map(s) for drainage basin including drainage calculations for area and runoff (15th Street Drainage System).
- Drainage calculation sheets for inlet sizing, placement and pipe hydraulic grade lines.
- Construction phasing and temporary traffic control sheets.
Scale 1"= 40'.
- Storm drain & paving improvement plan & profile sheets. Provide profile of top of curb line in areas where curb replacement is required
Scale 1"= 20':H; 1"=5':V.
- SWPPP sheets meeting TCEQ and City of Plano requirements. 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. Prepare a list of any special technical specifications needed for the project.
3. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
4. Submit five(5) sets of preliminary plans, and one (1) list of special technical specifications and preliminary statement of probable construction cost to the City for review.

- Engineering
- Public Works
- Inspectors
- Transportation
- File

5. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
6. 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 correspondence to the City for its records.

G. 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 any special technical specifications and special conditions.
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 three(3) set of pre-final plans and one (1) 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 (3) sets of final construction plans, three (3) bound copies of the bid documents and the unbound original bid document to the City.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. Submit copies of transmittal correspondence to the City for its records.

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Provide one set of plans and specifications to a materials testing company to be designated by the City.
3. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors.
4. Maintain a list of plan holders including company name, contact person, mailing address, phone, fax and e-mail address. Submit list of plan holders to the City, 48-hours prior to the bid letting.
5. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
6. Prepare and distribute addenda to bid documents as necessary.
7. Assist City staff as required in bid opening.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Submit a CD-ROM disk of the bid set plans in a PDF format.
10. 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.

I. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen (13) sets of final construction plans and five (5) sets of the contract documents manual to the City for construction.
3. Prepare and process plan revisions associated with change orders.
4. Provide written responses to requests for information or clarifications.
5. Review submittals.

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.

J. Construction Control Survey –

1. Set horizontal and vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Easement Surveying –

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. Provide a per tract fee with the proposal fee to be based on one tract.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for permanent drainage easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City. Provide a per tract fee with the proposal fee to be based on one tract.
3. Prepare exhibits with the field notes first and the drawings second. Both the field notes and the drawing should be called Exhibit "A". Parcels should be numbered. Easement parcels shall be numbered with letters added to indicate the type of easement (for instance: DE for Drainage Easement).

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**EXHIBIT "B"
SCHEDULE OF WORK**

**15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS
PROJECT NUMBER 5635**

Task	Anticipated Duration (weeks)	Projected Week Completed
1. Research and Data Collection	2	2
2. Design Surveys	3	5
3. Easement Requirements-Determination	1	6
4. Prepare Drainage Study and Conceptual Design	5	11
5. Review Study & Conceptual Design with City	4	15
6. Prepare Preliminary Design	6	21
7. City Review & Utility Review-Preliminary Design	4	25
8. Final Design	6	31
9. City Review-Final Design	4	35
10. Advertise for Bids	3	38
11. Receive Bids	1	39
12. Tabulate Bids and Prepare Recommendation	1	40
13. Prepare Council Agenda	3	43
14. Council Award	1	44
15. Prepare Contract	6	50
16. Preconstruction Meeting	2	52
17. Notice to Proceed	2	54
18. Construction	24	78

EXHIBIT "C"
COMPENSATION AND METHOD OF PAYMENT

15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS
PROJECT NUMBER 5635
(ALL FEES "NOT TO EXCEED" WITHOUT PRIOR APPROVAL)

Billing will be done monthly as percentage of the following maximum fees for each of the tasks listed below in accordance with the completion percentage of each task.

TASK	FEE
BASIC SERVICES	
Design Surveys	\$ 12,000.00
Conceptual Design	\$ 31,200.00
Preliminary Design	\$ 32,200.00
Final Design	\$ 33,300.00
Bidding and Contract Award Phase	\$ 2,700.00
Construction Administration	\$ 7,200.00
Construction Surveys Control Stakes	\$ 1,500.00
Prepare Record Drawings	\$ <u>1,000.00</u>
Basic Services Total Maximum Fee	\$ 121,100.00
SPECIAL SERVICES	
Temporary Easement Preparation	
• \$900.00/Parcel x 1 Parcel	\$ 900.00
Permanent Easement Preparation	
• \$900.00/Parcel x 1 Parcel	\$ <u>900.00</u>
Special Services Total Maximum Fee	\$ 1,800.00
TOTAL All Services Maximum Fee	\$ 122,900.00

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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

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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

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 of _____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

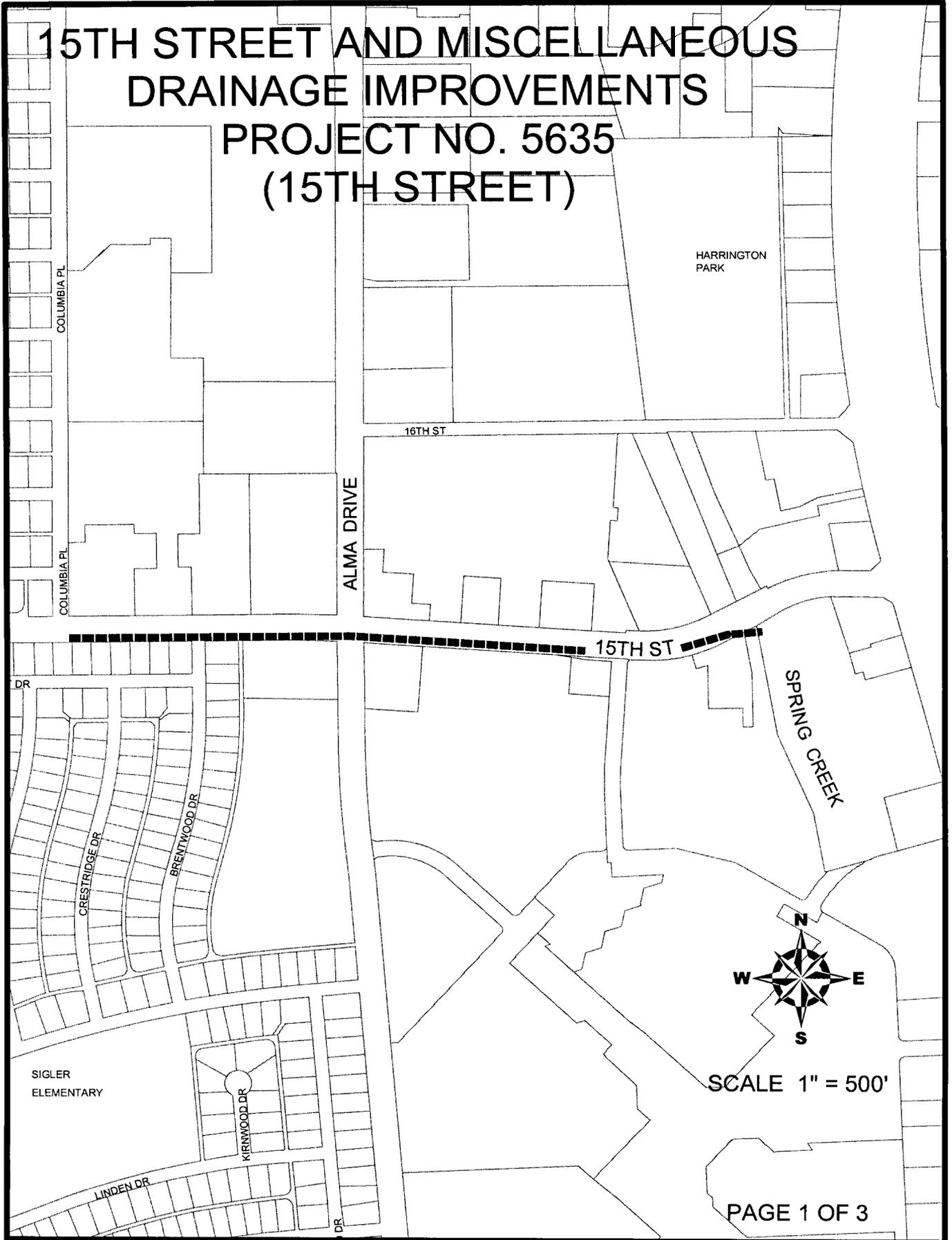
STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of Texas

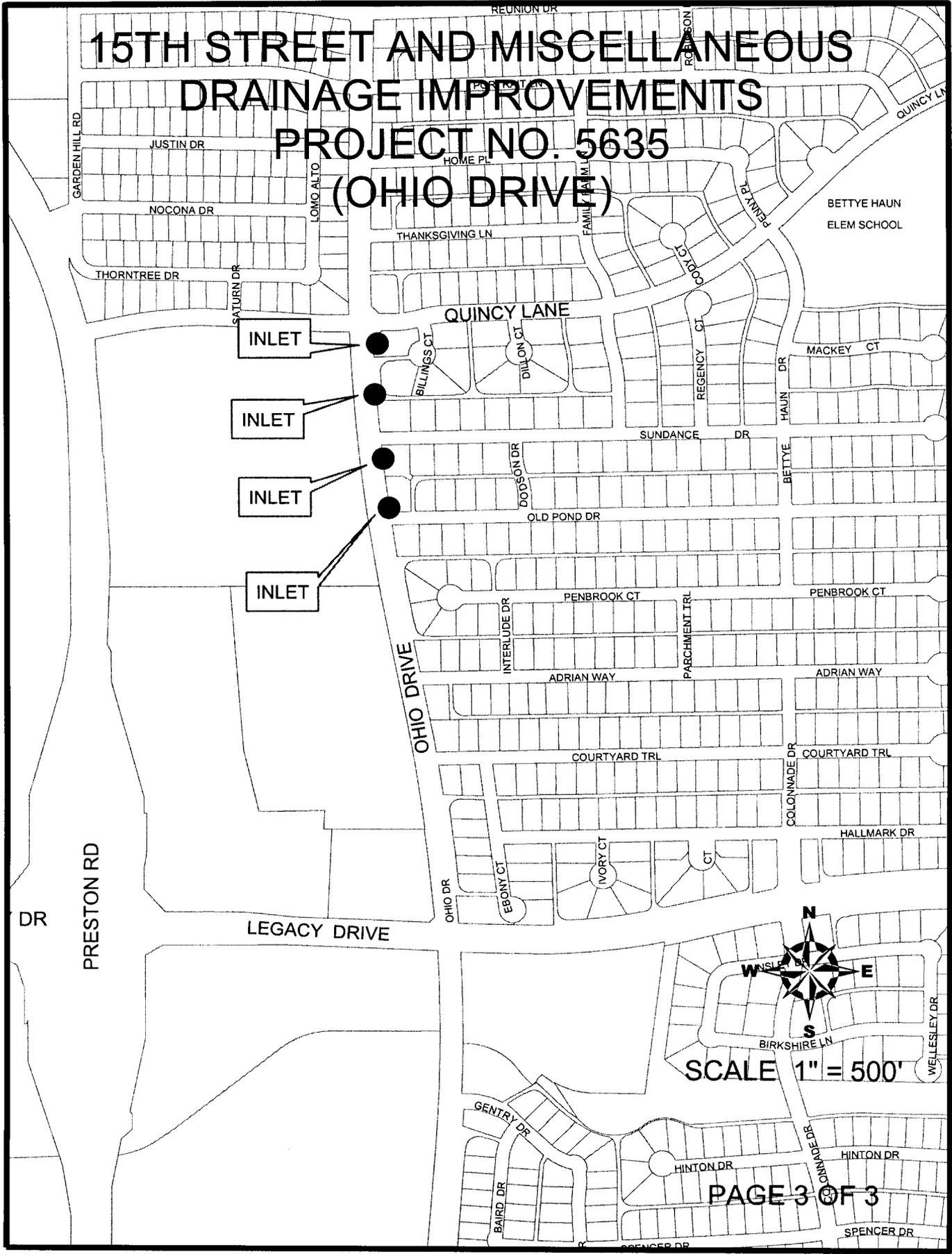
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15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS PROJECT NO. 5635 (15TH STREET)



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15TH STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS PROJECT NO. 5635 (OHIO DRIVE)



SCALE 1" = 500'

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation	Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	6-16-06
Dept Signature:	<i>[Signature: Don Wendell]</i>	City Manager	<i>[Signature]</i>	6/16/06
Agenda Coordinator (include phone #): Linda Benoit (7255)				

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

CAPTION

To approve and authorize a contract with La Terra Studio, Inc. to provide Landscape Architect Services in conjunction with Improvements to Enfield Park in an amount not to exceed \$164,750, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	300,000	850,000	1,150,000
Encumbered/Expended Amount	0	-50,679	0	-50,679
This Item	0	-164,750	0	-164,750
BALANCE	0	84,571	850,000	934,571

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the re-estimated 2005-06 Park Improvement CIP. this item, in the amount of \$164,750, will leave a current year balance of \$84,571 for the Athletic Field Improvements project.

STRATEGIC PLAN GOAL: Athletic field improvements relate to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

The attached Landscape Services Agreement with La Terra Studio, Inc. is for the preparation of plans and specifications for renovation and Improvements at Enfield Park. Improvements include bleacher and dugout shade, replacement playgrounds with shade structures, update pedestrian circulation, replace shade structures, renovate backstops and dugouts, restroom building renovations, signage, and a satellite storage/maintenance facility. Enfield Park was constructed in 1988, and many of the 18-year old improvements are in need of updating.

The total contract is \$164,750 and includes basic services, reimbursable expense, surveying and geotechnical investigations, and replatting. The basic services are \$136,750 and additional services including surveying and replatting are \$28,000.

La Terra Studio, Inc. is on the 2005-06 selected list of qualified consultants for Landscape Architect Services. The fee is in line with projects of this type and size. The total construction estimate for the project is \$1,698,908.



CITY OF PLANO COUNCIL AGENDA ITEM

The basic service fee, including reimbursable expenses is 8% of the estimated construction budget. The total fee, including surveying, geotechnical, and replatting expenses is 9.7% of the estimated construction budget.

List of Supporting Documents:

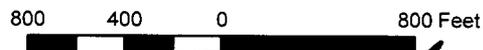
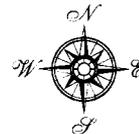
Landscape Architect Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies

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Location Map

Enfield Park



R-3

ENFIELD PARK IMPROVEMENTS

PROJECT NO. 5720

LANDSCAPE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **LA TERRA STUDIO, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **ENFIELD PARK IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks & Recreation Department
P.O. Box 860358
Plano, TX 75086-0358

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

Kris Brown
La Terra Studio, Inc.
2109 Commerce
Dallas TX 75201

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

LA TERRA STUDIO, INC.
A Texas Corporation

DATE: _____

BY: _____
Kris Brown, PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **KRIS BROWN, PRESIDENT** of **LA TERRA STUDIO, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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EXHIBIT A
SCOPE OF SERVICES

ENFIELD PARK IMPROVEMENTS

Section I Basic Services

la *terra* studio's Scope of Services for Enfield Park Improvements is divided into separate phases listed below:

- ~A~ *Information Gathering / Coordination*
- ~B~ *Design Development / Construction Documents*
- ~C~ *Procurement - Bid Phase*
- ~D~ *Construction Phase*

A. Information Gathering / Coordination

A.1 Data Collection

la *terra* studio will perform a topographic survey for design encompassing the entire 42 acres.

Services performed by Surveyor Include:

- Prepare topographic grid at 50 intervals
- Location of all Visible Improvements such as Buildings, Structures, Patios, Sidewalks, Retaining/Screening Walls, Fences, Planters, etc...
- Show 1' Contours on drawing
- Show flow lines of sanitary and storm manholes/inlets
- Elevations shown on topography are based upon: City of Plano GIS monuments
- Location of All Visible Utilities such as Power Poles, Power Lines, Transformers, Meter Boxes, Gas Meters, Phone/Cable Pedestals, Sanitary, Storm, Water, Sprinkler heads, Electric Meters,
- Manhole/Boxes, etc.
- Provide drawing on State Plane Coordinates based on City of Plano GIS monuments

A.2 Data Conversion

Additional base files of future development will be collected from other consultants working in conjunction with the City of Plano & PSA.

la *terra* studio will convert the collected data into usable base information for use during the construction document phase.

A.3 Geotechnical Investigation

A geotechnical investigation will be performed in order to obtain sub-surface data needed for the construction of (1) pavilion structure (1) parking lot (1) maintenance area and (1) access drive (16) shade structures.

***note: see Enfield Park Master Plan for approximate locations of above elements*

B. Design Development / Construction Documents

B.1 Construction Drawings ~ 60% & 90% Review

la *terra* studio will begin production on preliminary Construction Drawings & Details.

***note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

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~ Proposed Construction Drawing Elements ~

<p><u>Drawing Set (24"x36") to include:</u></p> <ul style="list-style-type: none"> Coversheet Site Locator Map Erosion Control Plan Demolition Plan Site Grading & Drainage Plan Site Plans 	<ul style="list-style-type: none"> Site Layout Plans Dimension Control Plans Lighting & Electrical Plan (outlets & lighting in pavilion) Water (drinking fount.) Water & Sewer (Maint. Building) Architectural & Engineering Plans Site Details Landscaping & Irrigation
---	--

B.2 Technical Specifications ~ 90% Review

la **terra** studio will prepare Technical Specifications for use within the construction Project Manual. CSI format will be used in conjunction with any City of Plano standard specifications issued by staff.

***note: City responsible for providing la terra studio with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

B.3 Construction Drawings ~ 100% Review

la **terra** studio will finalize production of Construction Drawings & Details.

***note: Three (3) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

B.4 Project Manual ~ 100% Review

la **terra** studio will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

<ul style="list-style-type: none"> ~Coversheet ~Table of Contents ~Notice to Contractors** ~Bid Schedule with Unit Pricing ~Construction Agreement** ~Performance Bond** ~Payment Bond** 	<ul style="list-style-type: none"> ~Maintenance Bond** ~Insurance Requirements** ~Certificate of Insurance** ~Special Conditions** ~TCEQ-TPDES Permit Req.** ~Technical Specs ~Approved Materials List**
---	---

B.5 TDLR Plan Review Submittal

la **terra** studio will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, la terra studio will address and / or make revisions to plans and specifications as required to meet accessibility standards.

***note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio. The City is responsible for TDLR site inspection coordination & fees.*

B.6 Deliverables

Upon final approval of the Construction Documents, la **terra** studio will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

Handwritten signature/initials



la terra studio

C. Procurement - Bid Phase

C.1 Procurement – Bid Phase

Upon final approval of the Construction Documents, la **terra** studio will provide the City assistance in bidding and awarding the Procurement Contract.

This will include the following:

- ~Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- ~Plans & Specs. will be picked-up at the office of la **terra** studio.
- ~Attendance at the pre-bid meeting to be held at the City Hall
- ~Answer contractor inquiries during Bid Phase & Issuance of Addendums
- ~Provide a bid tabulation of all valid bids received
- ~A summary of the bid analysis will be provided to the City for use in selection and awarding of the Procurement Contract.

***note: Reproduction costs associated during the Bid Phase will be recouped by a non-refundable fee paid for by prospective bidders*

***note: (1) Bid set will be made available to (1) PUBLIC plan room at no charge if plans are returned in GOOD condition. ~Plan Room set will be made available on first-come-first-serve-basis~*

D. Construction Phase

D.1 Construction Phase

la **terra** studio will participate in (4) monthly Project Site Visits** with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will occur in (1) month intervals throughout the life of the project, or as deemed necessary by the City or la terra studio. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

***note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.*

D.2 Submittals

la **terra** studio will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent.

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Section II Additional Services

A. Information Gathering / Coordination

A.1 Additional Services

a. Hourly Rates

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing.

Hourly rates for Additional Services are as follows:

~ Principal ~ Registered Landscape Architect	\$110.00/hour
~ Intern Landscape Architect	\$ 70.00/hour
~ CAD Tech.	\$ 55.00/hour
~ Administrative	\$ 40.00/hour

b. Services

Additional services include, but are not limited to, the following:

- ~ Re-platting
- ~ Easement Addition by 'separate instrument'
- ~ Boundary Survey (entire 42 acres)
- ~ As-built surveys/plans
- ~ Traffic Control Plans

STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.



**TEXAS Board of
Architectural Examiners**
Architects - Interior Designers - Landscape Architects

TBAE

P.O. Box 12337

Austin, TX 78711-2337

(512) 305 - 9000

<http://www.tbae.state.tx.us/active/home.html>



EXHIBIT B

Estimated Schedules and Project Budget

ENFIELD PARK MASTER PLANNING

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

As of the date of this agreement, client's project construction budget is approximately **\$1,600,000**. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

***Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*

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EXHIBIT C
PAYMENT SCHEDULE

ENFIELD PARK IMPROVEMENTS

Client agrees to pay Landscape Architect as follows:

~ Basic Services ~

Information Gathering	Phase Total	\$ 6,500
Design Development / Construction Documents	Phase Total	\$ 87,500
Procurement - Bid Phase	Phase Total	\$ 5,500
Construction Phase Services (site visits & submittals)	Phase Total	\$ 3,500
Irrigation Plans & Specs.	Sub Total	\$ 9,900
Erosion Control Plans & Specs.	Sub Total	\$ 4,800
TDLR Plan Review	Sub Total	\$ 650
Geotechnical Borings & Report (est. 10 bores)	Sub Total	\$ 7,400
Structural Engineering (pavilions & maintenance building)	Sub Total	\$ 3,500
Mech. Elec. Plumbing (pavilions & maintenance building)	Sub Total	\$ 7,500
TOTAL BASIC SERVICES		\$136,750
Incidental Expenses & Project Allowance (prints, copies, scans, postage, courier)	Sub Total	\$ 4,500
~ Additional Services ~		
Re-Platting Services	Sub Total	\$ 5,500
Topographic Survey & Boundary Survey (rpls)	Sub Total	\$ 18,000
TOTAL ESTIMATED ADDITIONAL SERVICES		\$ 28,000

Total Basic & Additional Services \$164,750

Invoices will be submitted monthly based on a percentage of completion.

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EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas
\$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 |

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:

General Liability _____ Professional Liability _____
Automobile Liability _____

- 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of Texas

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2006

PRODUCER (303)756-9909 FAX (303)756-8818
Keller-Lowry Insurance Inc
1777 S Harrison St #700
Denver, CO 80210
Heupel, Teresa

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED La Terra Studio, Inc.
2109 Commerce Street
Dallas, TX 75201

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Accident & Indemnity	22357 <i>AT</i>
INSURER B:	Hartford Underwriters Ins Co	30104 <i>AT</i>
INSURER C:	Zurich American Ins Company	<i>A</i>
INSURER D:		
INSURER E:		

COVERAGES

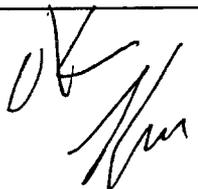
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	34SBAPD2497	09/29/2005	09/29/2006	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	X	AUTOMOBILE LIABILITY	34SBAPD2497	09/29/2005	09/29/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO OTHER THAN AUTO ONLY: EA ACC \$ AGG \$					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				AGGREGATE	\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34WECNX1027	09/25/2005	09/25/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER Professional Liability	E0C427564601	11/13/2005	11/12/2006		\$1,000,000 Per Aggregate \$1,000,000 Per Claim \$5,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Plano, is added as additional insured for general liability subject to the terms, conditions and exclusions of above referenced policy.
 Regarding: Enfield Park Improvements ✓
 Waiver of subrogation is added in favor of the certificate holder ✓

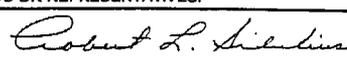
CERTIFICATE HOLDER

City of Plano
Attn: Kevin Murray
POBox 860358
Plano, TX 75086-0358



CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert Sibelius, CIC/TMH 

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**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 <i>C.S.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Council Meeting Date: 6/12/06		Reviewed by Legal <i>WJS</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Department: Fire		Initials: <i>[Signature]</i> Date: <i>6-7-06</i>		
Department Head: Robert Acker, Interim Fire Chief	Executive Director			
Dept Signature: <i>[Signature]</i> <i>Acting Fire Chief</i>	City Manager	<i>[Signature]</i> <i>6/5/06</i>		
Agenda Coordinator (include phone #): Frank Snidow, x 7318				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF TWELVE (12) AUTOPULSE SYSTEMS FROM ZOLL MEDICAL CORPORATION IN THE AMOUNT OF \$122,128; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS 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: 2005/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	203,242	0	203,242
Encumbered/Expended Amount	0	0	0	0
This Item	0	-122,128	0	-122,128
BALANCE	0	81,114	0	81,114
FUND(s): GENERAL FUND				
COMMENTS: Funds are included in the 2005-06 General Fund Budget for the purchase of the Auto Pulse Systems for the Fire Department. STRATEGIC PLAN GOAL: Purchasing Life Support Equipment for use by the Fire Department relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff recommends approval of expenditure for the purchase of twelve (12) AutoPulse Systems from Zoll Medical Corporation, a sole source vendor in the amount of \$122,128.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

l-1

City of Plano



Fire Department

P.O. BOX 860358 • Plano, Texas 75086-0358
972-941-7159 Fax: 972-941-7291
www.planofire.org



DATE: June 2, 2006
TO: Bruce Glasscock, Executive Director
FROM: Bob Acker, Interim Fire Chief *James H. Conley*
Acting Fire Chief
SUBJECT: Council Agenda Item – Purchase of Zoll Medical Corporation AutoPulse Systems

Attached is an agenda item requesting authorization to purchase twelve (12) Zoll Medical Corporation AutoPulse Systems in the amount of \$122,128 from Zoll Medical Corporation, a sole source vendor. The AutoPulses will be placed on the Department's engines. Funding for the requested purchase is available in the Department's FY 05-06 Budget.

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

Attachment

Fire Administration
1901 Avenue K

Fire Station 1
1901 Avenue K

Fire Station 2
2630 West 15th Street

Fire Station 3
3520 Sherry Drive

Fire Station 4
6000 Roundrock Trail

Fire Station 5
5115 W. Park Blvd.

Fire Station 6
900 Seabrook Drive

Fire Station 7
5602 Democracy Drive

Fire Station 8
4621 Hedgecoxe Drive

Fire Station 9
6625 W. Parker Road

Fire Station 10
3540 McDermott Drive

Fire Station 11
4800 Los Rios Blvd.

l-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF TWELVE (12) AUTOPULSE SYSTEMS FROM ZOLL MEDICAL CORPORATION IN THE AMOUNT OF \$122,128; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Zoll Medical Corporation is the provider of AutoPulse Systems, and

WHEREAS, Zoll Medical Corporation is the only company that manufactures the AutoPulse Systems and is authorized to sell the product in the United States; and

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

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

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

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

Section III: The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, to effectuate the purchase of twelve (12) AutoPulse Systems in the amount of \$122,128 from Zoll Medical Corporation.

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

l-3

RESOLUTION NO. _____

Page 2 of 2

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Q-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <i>MS</i> <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 <i>C.S.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Council Meeting Date: 6/12/06		Reviewed by Legal <i>MS</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Department:	Fire			
Department Head	Robert Acker, Interim Fire Chief	Executive Director <i>MS</i>		
Dept Signature:	<i>Falko</i>	City Manager <i>MS</i>		
Agenda Coordinator (include phone #):		Date <i>6/5/06</i>		
		Frank Snidow, x 7318		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF TWENTY-FOUR (24) RADIOS FROM MOTOROLA CORPORATION IN THE AMOUNT OF \$66,642; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS 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: 2005/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	70,842	0	70,842
Encumbered/Expended Amount	0	0	0	0
This Item	0	-66,642	0	-66,642
BALANCE	0	4,200	0	4,200
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the 2005-06 Current Budget for the purchase of additional radios for the Fire Department Mobile Command Post and specialty vehicles.				
STRATEGIC PLAN GOAL: The purchase of additional radios for the Fire Department relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff recommends approval of expenditure for the purchase of twenty-four (24) Smartset Radios from Motorola Corporation, a sole source vendor in the amount of \$66,642.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



Memorandum

DATE: May 25, 2006

TO: Bruce Glasscock, Executive Director

FROM: Bob Acker, Interim Fire Chief 

SUBJECT: Council Agenda Item – Purchase of Motorola Smartset Radios

Attached is an agenda item requesting authorization to purchase twenty-four (24) Motorola Smartset Radios in the amount of \$66,642 from Motorola Corporation, a sole source vendor. The radios will be used to equip the Department's Mobile Command Van and the Urban Search and Rescue Truck. Funding the requested purchase is available in the Department's FY 05-06 Budget.

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

Attachment

M-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF TWENTY-FOUR (24) RADIOS FROM MOTOROLA CORPORATION IN THE AMOUNT OF \$66,642; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Motorola Corporation is the provider of Motorola Smartnet Radios, and

WHEREAS, Motorola Corporation is the only company that manufactures the Smartnet Radios and is authorized to sell the product in the United States; and

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

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

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

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

Section III: The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, to effectuate the purchase of twenty-four (24) Motorola Smartnet Radios in the amount of \$66,642 from Motorola Corporation.

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

M-3

RESOLUTION NO. _____

Page 2 of 2

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

M-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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06	Reviewed by Legal <i>ll</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>ll</i>	<i>6/5/06</i>
Agenda Coordinator (include phone #): Lynne Kemper - 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 HIRING OF AN ASSISTANT CITY ATTORNEY BY THE CITY ATTORNEY; 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				
City Charter authorizes the hiring of attorneys with the approval of the City Council. It is my recommendation that Warren Spencer, who is currently the Legal Advisor to the Chief of Police as the Chief's employee, be hired as an assistant city attorney for my office. Warren will be filling the vacancy created by Kent McIllyar's resignation.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

71-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE HIRING OF AN ASSISTANT CITY ATTORNEY BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in all litigation; and

WHEREAS, the City Attorney has hired Assistant City Attorneys to represent the City in litigation and to advise the City officials and departments.

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

Section I. The City Council approves of the hiring by the City Attorney of Warren J. Spencer as Assistant City Attorney, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

71-2

RES-ASSISTANT CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06	Reviewed by Legal <i>JK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>JK</i>	<i>5/26/06</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, INTERPRETING SECTION 4.07 OF THE CITY CHARTER REGARDING THE NUMBER OF BOARDS AND COMMISSIONS AN OFFICIAL MAY BE APPOINTED TO; 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 resolution clarifies Section 4.07 of the City Charter with regard to the number of boards an official may be appointed to.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

0-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, INTERPRETING SECTION 4.07 OF THE CITY CHARTER REGARDING THE NUMBER OF BOARDS AND COMMISSIONS AN OFFICIAL MAY BE APPOINTED TO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.07 of the City Charter addresses requirements for appointees to the City of Plano boards and commissions and restricts a person from serving on more than two (2) permanent boards or commissions, collectively referred to as "board(s)" of the City of Plano at any one time; and

WHEREAS, the City of Plano, along with other participating entities, is authorized to be a member of certain boards established under state law, but does not have the unilateral authority to create or disband such boards; and

WHEREAS, the City Council of the City of Plano is authorized to make reasonable interpretations of its City Charter; and

WHEREAS, the Council finds that a board required by state law that includes Plano as well as other entities and their respective representatives and that Plano does not have the unilateral authority to create or disband the board, those boards should not be deemed a City board for purposes of the limitation of appointments under Section 4.07.

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

Section I. The City Council finds that the restriction of service to two (2) permanent City boards in Section 4.07 of the City Charter applies only to those City boards which are created only by the City Council and the Council retains the ultimate authority to create or disband the board or commission.

Boards established by state law and the existence and continuation of the board or commission is determined by the entities that are members of the board and other applicable law shall not be deemed a City of Plano board for purposes of the limitation of appointments under Section 4.07. These boards currently include those representing the Dallas Area Rapid Transit System (DART), North Texas Municipal Water District (NTMWD), City of Plano Tax Increment Financing Districts (TIF), and the Arts of Collin County Commission, Inc. (ACC).

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

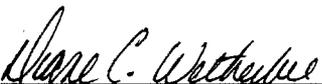
DULY PASSED AND APPROVED this the ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



**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: 6/12/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/5/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/06
Agenda Coordinator (include phone #): Irene Pegues (7198)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a Notice of Restriction for 7.642 acres of land in Collin County Land Survey No. 7, Abstract 153, City of Plano, Collin County, located east of Razor Road and south of McDermott Drive, authorizing its execution by the City Manager, or in his absence an Executive Director, 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				
Encumbered/Expended Amount				
This Item				
BALANCE				
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Haggar family dedicated 7.642 acres of land along White Rock Creek for open space use in 1999. Later, as planning for the development of Haggar Square, they proposed to use this area as part of their 404 Permit. The Engineering and Parks Departments have reviewed the proposed restrictions and believe they fit into the City's overall plans for use of the property as open space. Therefore, we recommend Council approval of the restrictions.				
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 THE TERMS AND CONDITIONS OF A NOTICE OF RESTRICTIONS FOR 7.642 ACRES OF LAND IN COLLIN COUNTY LAND SURVEY NO. 7, ABSTRACT 153, CITY OF PLANO, COLLIN COUNTY, LOCATED EAST OF RASOR ROAD AND SOUTH OF MCDERMOTT DRIVE, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano acquired 7.642 acres of land ("Property"), in December 1999, from J.M. Haggar, Jr., Family Foundation, Ed Haggar Family Foundation and Rosemary Haggar Vaughan Family Foundation for open space along White Rock Creek; and

WHEREAS, the U.S. Corps of Engineers placed special restrictions on the Property, per a Section 404 Permit Number 199700709; and

WHEREAS, the City of Plano Parks Department and Engineering Department have reviewed the 404 Permit restrictions and recommend that the attached "Notice of Restriction", attached as Exhibit "A" and incorporated herein by reference (hereinafter called "Restrictions"), be approved; and

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

P-2

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

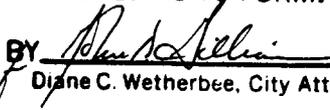
- 3. This restriction shall not be removed or revised without obtaining a modification of the aforementioned USACE authorization and/or prior written approval of the USACE. Permit modifications may be granted only by the USACE.

This notice of restriction does not grant any property rights or exclusive privileges.

EXECUTED THIS _____ day of _____, 2006.

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

APPROVED AS TO FORM:

BY 
 Diane C. Wetherbee, City Attorney

By: _____
 Thomas H. Muehlenbeck
 City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

 Notary Public, State of Texas

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EXHIBIT "A"
The Property

BEING that certain tract of land situated in the Collin County School Land Survey Number 7, Abstract Number 153, City of Plano, Collin County, Texas and being that same tract of land described in that certain Special Warranty Deed to the City of Plano, Texas recorded in Volume 4570, Page 3649 (Clerk's File Number 99-0154802) Land Records, Collin County, Texas, being more particularly described as follows:

BEGINNING at the southeast corner of said City of Plano tract in the center of White Rock Creek;

THENCE North 89°15'42" West, with the south line of said City of Plano tract, a distance of 223.84 feet to a 5/8 inch iron rod called for corner;

THENCE North 13°08'58" East, with the west line of said City of Plano tract, a distance of 60.46 feet to a 5/8 inch iron rod with "KHA" cap called for corner at the beginning of a curve to the right having a central angle of 23°40'15", a radius of 1940.32 feet, a tangent length of 406.61 feet and a chord which bears N 24°59'05" E, 795.92 feet;

THENCE with said curve to the right and said west line, an arc distance of 801.61 feet to a point for corner;

THENCE North 36°49'13" East, with said west line, a distance of 151.34 feet to a 5/8 inch iron rod with "KHA" cap called for corner at the beginning of a curve to the right having a central angle of 42°25'51", a radius of 450.00 feet, a tangent length of 174.68 feet and a chord which bears N 58°02'08" E, 325.69 feet;

THENCE with said curve to the right and said west line, an arc distance of 333.25 feet to a 5/8 inch iron rod with "KHA" cap called for corner at the beginning of a curve to the left having a central angle of 8°52'25", a radius of 1115.00 feet, a tangent length of 172.68 feet and a chord which bears N 74°48'51" E, 172.51 feet;

THENCE with said curve to the left and said west line, an arc distance of 172.68 feet to a 5/8 inch iron rod with "KHA" cap called for corner in the north line of said City of Plano tract;

THENCE South 89°57'44" East, with said north line, a distance of 194.69 feet to a point for corner in the center of the aforementioned White Rock Creek;

THENCE with the east line of said City of Plano tract and the center of said White Rock Creek, the following calls and distances;

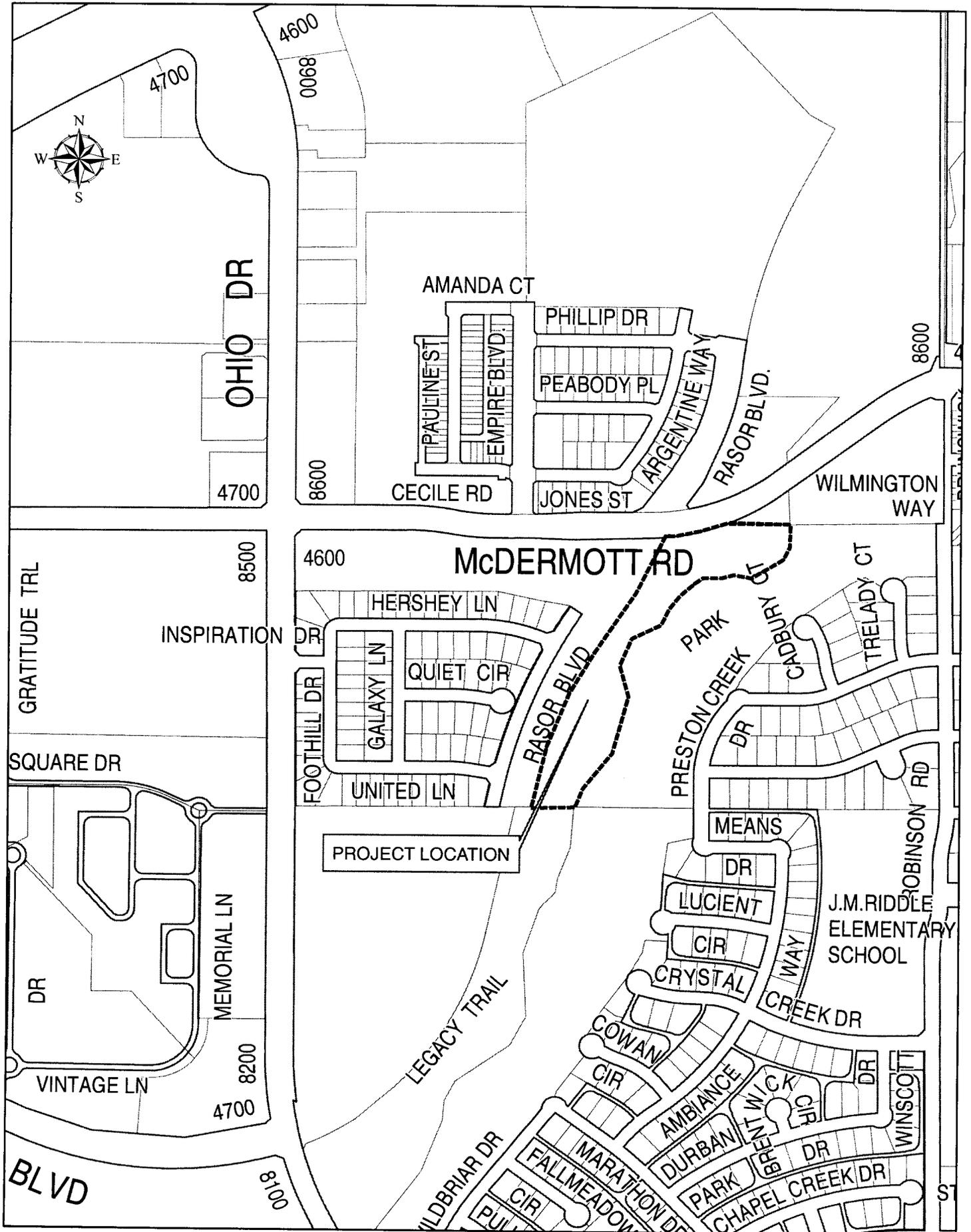
South 01°26'34" West, 94.86 feet to a point for corner;
South 27°37'01" West, 46.50 feet to a point for corner;
South 58°54'31" West, 153.00 feet to a point for corner;

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North 77°02'29" West, 67.50 feet to a point for corner;
South 73°23'01" West, 44.50 feet to a point for corner;
North 88°39'59" West, 71.00 feet to a point for corner;
South 57°00'01" West, 97.00 feet to a point for corner;
South 41°05'31" West, 83.00 feet to a point for corner;
South 23°42'31" West, 78.50 feet to a point for corner;
South 65°44'01" West, 127.00 feet to a point for corner;
South 24°57'31" West, 120.00 feet to a point for corner;
South 11°49'59" East, 138.80 feet to a point for corner;
South 17°16'31" West, 232.50 feet to a point for corner;
South 39°26'01" West, 168.00 feet to a point for corner;
South 27°20'09" West, 84.40 feet to the POINT OF BEGINNING and containing
7.642 acres of land, more or less.

P-7

7.642 ACRE TRACT



LOCATION MAP

P-9 05/30/06



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	6-05-06
Dept Signature:		City Manager	<i>[Signature]</i>	6/5/06
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				

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

CAPTION

A RESOLUTION OF THE CITY OF PLANO DENYING ATMOS ENERGY CORP., MID-TEX DIVISION'S STATEMENT OF INTENT TO INCREASE THE GAS UTILITY RATES IN THIS MUNICIPALITY; SUPPORTING THE REDUCTION OF EXISTING NATURAL GAS DISTRIBUTION RATES CURRENTLY CHARGED BY ATMOS MID TEX WITHIN THE CITY; ORDERING ATMOS MID-TEX TO REIMBURSE THE CITY FOR ITS REASONABLE COSTS INCURRED IN RATEMAKING PROCEEDINGS OR APPEALS OF SAID PROCEEDINGS; AUTHORIZING THE ATMOS CITIES STEERING COMMITTEE TO ACT ON BEHALF OF CITY AND INTERVENE IN ANY PROCEEDINGS BEFORE ADMINISTRATIVE OR JUDICIAL BODIES; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(s):

COMMENTS:

SUMMARY OF ITEM

This Resolution denies the system-wide rate increase request filed by Atmos Energy on May 31, 2006. If this action is not passed, higher rates may be imposed on all their customers in Plano.

List of Supporting Documents: Memo to City Council	Other Departments, Boards, Commissions or Agencies
---	--

MEMORANDUM

To: City Council
Through: Thomas H. Muehlenbeck, City Manager
From: Mark Israelson, Director Customer and Utility Services
Date: June 12, 2006

Atmos Mid-Tex filed a system-wide rate increase with the Texas Railroad Commission on May 31, 2006. The average residential customer's bills would increase by approximately \$4.02, and commercial customers would see their average bill increase by approximately \$17.16 per month. Atmos' rate filing will take effect on July 5, 2006, if we do not pass the attached Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO DENYING ATMOS ENERGY CORP., MID-TEX DIVISION'S STATEMENT OF INTENT TO INCREASE THE GAS UTILITY RATES IN THIS MUNICIPALITY; SUPPORTING THE REDUCTION OF EXISTING NATURAL GAS DISTRIBUTION RATES CURRENTLY CHARGED BY ATMOS MID-TEX WITHIN THE CITY; ORDERING ATMOS MID-TEX TO REIMBURSE THE CITY FOR ITS REASONABLE COSTS INCURRED IN RATEMAKING PROCEEDINGS OR APPEALS OF SAID PROCEEDINGS; AUTHORIZING THE ATMOS CITIES STEERING COMMITTEE TO ACT ON BEHALF OF CITY AND INTERVENE IN ANY PROCEEDINGS BEFORE ADMINISTRATIVE OR JUDICIAL BODIES; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and has original jurisdiction over the gas utility rates of Atmos Energy Corp., Mid-Tex Division (the "Company"); and

WHEREAS, the City, along with 87 other Atmos Cities Steering Committee ("ACSC") cities, exercised its authority under §§ 103.001 and 104.151, GURA, to initiate a proceeding to determine whether the existing rates of the Company were unreasonable or in any way in violation of any provision of law and ordered the Company to show cause regarding the reasonableness of its existing natural gas distribution rates within the City; and

WHEREAS, the Company filed its rate filing package with the City in response to the City's order on or about December 31, 2005, and the City's representatives obtained additional information from the Company through written requests for information; and

WHEREAS, the City's consultants and representatives, through cooperative efforts and under the direction of the ACSC, reviewed the information and recommended that the City reduce the rates charged by the Company within the City; and

WHEREAS, by its own action pursuant to GURA § 104.151(a) or by procedural agreement with the Company, the City reduced the current natural gas rates charged by the Company within the City effective May 31, 2006; and

WHEREAS, the Company has bonded in its existing rates with the Railroad Commission as part of its appeal of rates set by ACSC cities; and

WHEREAS, as part of its appeal of city rate actions taken by ACSC members, the Company filed a Statement of Intent to Increase the Gas Utility Rates within the City effective July 5, 2006; and

WHEREAS, the Company's request is unreasonable based upon the information already reviewed by the City in response to its action initiating the show cause action;

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

SECTION 1. That the Statement of Intent to Increase Gas Utility Rates filed by the Company on or about May 31, 2006, and effective July 5, 2006, is hereby denied.

SECTION 2. That the reduction to current rates previously adopted by the City pursuant to ordinance or agreement with the Company is just and reasonable.

SECTION 3. That the City is authorized to intervene in any appeal of the City's action filed at the Railroad Commission of Texas and to otherwise participate in any litigation associated with the Company's rates charged in the City, in conjunction with the ACSC.

SECTION 4. That the Company shall promptly reimburse ACSC for ratemaking costs associated with the City's activities related to the show cause proceeding and/or the denial of the Statement of Intent including appeals to the Railroad Commission or Courts, in accordance with GURA § 103.022.

SECTION 5. That a copy of this Resolution shall be sent to the Company, care of Richard T. Reis, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, legal counsel to ACSC, at Lloyd Gosselink, P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is adopted is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

SECTION 7. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ON THIS THE _____ DAY OF _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Q-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:	6/12/06	Reviewed by Legal <i>dt</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration	Initials	Date	
Department Head	Mark Israelson	Asst City Manager	<i>MA</i>	6-05-06
Dept Signature:	<i>John Sperry for MT</i>	City Manager	<i>BR</i>	6/5/06
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				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; 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: Funds are disbursed by the Collin County Tax Office.				
SUMMARY OF ITEM				
This will authorize the City's Tax Assessor/Collector to make the appropriate property tax refunds totalling \$36.45.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE 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 Attachment "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 Tax Assessor/Collector 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.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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FIDO	Account Number	Year	GF / Loan
100001	R-4370-00A-0260-2	2005	
LAGUNA HOMES INC 6624 CANYON OAKS INC PLANO, TX 75024-7483			
.23 City of Plano			\$15.65
			Batch Total: <u>\$15.65</u>

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FIDO	Account Number	Year	GF / Loan
100001	R-1597-001-0050-1	2005	
ZHANG LI & DONGXIAO 3037 BROOKSHIRE DR PLANO, TX 75075-7645			
23 City of Plano			\$10.76

Batch Total: \$10.76

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FIDO	Account Number	Year	GF / Loan
201436	R-0080-004-0350-1	2005	
LANDAMERICA AMERICAN TITLE 8848 GREENVILLE AVE STE 100 DALLAS, TX 75243			
23 City of Plano			\$10.04

Batch Total: \$10.04

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/12/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/26/06</i>	
Agenda Coordinator (include phone #):		Glenna Hayes x 7074 (Mark Theurer)			
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 Vesta-View telecommunications software from Affiliated Communications Inc.; 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:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	125,763	0	125,763
Encumbered/Expended Amount		0	-16,140	0	-16,140
This Item		0	-49,375	0	-49,375
BALANCE		0	60,248	0	60,248
FUND(S): WIRELINE FEES FUND					
Comments: Funding for this item is included in the approved FY 2005-06 Operating Budget. The remaining funds will be used for other hardware, software and contractual items.					
STRAGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends purchase of the Vesta-View System telecommunications software, to be placed on the City's 9-1-1 computer network in the amount of \$49,375.30. This system will provide for more efficient call management of any/all incoming calls.					
List of Supporting Documents: Sole Source Resolution		Other Departments, Boards, Commissions or Agencies			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF VESTA-VIEW, TELECOMMUNICATIONS SOFTWARE, FROM AFFILIATED COMMUNICATIONS INC.; 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 Communications Inc.; 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 Vesta-View; and,

WHEREAS, Affiliated Communications Inc. is the current provider of maintenance for the City of Plano's Telecommunications Systems; this purchase may only be made from Affiliated Communications Inc. as the provider of our telecommunications services; and,

WHEREAS, due to Affiliated Communications Inc. exclusive rights to work on and maintain our switches, the City Council is of the opinion that the Vesta-View Hardware and Software is available only from one source, Affiliated Communications Inc., 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 Communications Inc.'s proprietary maintenance rights to the City's Telecommunications switches and trunks, Affiliated Communications Inc. has the exclusive ability to provide the Vesta-View 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).

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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 Vesta-View Solution for the sum of \$49,375.00.

Section IV. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the 12th Day of June, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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AFFILIATED

communications

April 26, 2006

Melissa Tutton City of Plano
1117 East 15th Street Plano, TX 75074

Re: Sole Source Provider Addendum

Dear Melissa:

Affiliated Communications is the sole source provider for all hardware, software, and services pertaining to the Vesta-Meridian 911 system. The City of Plano is currently under contract (RFP C100-2) for maintenance services for all Nortel voice platforms which includes the 911 system. We require a sole source provision for the following reasons:

- ~ Maintenance services required to maintain warranty coverages.
- ~ All hardware, software, and support services are only available through Plant Vesta who operates via an authorized channel partner. Affiliated is an authorized channel partner for the Plant Vesta products.
- ~ Affiliated is unable to warranty services for hardware or software provided by other channel partners.

I would like to thank you for your business and please feel free to call me with any questions concerning our requirement to be a sole source provider.

Sincerely,

J-C

Jim Carter
VP of Customer Service

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Customer Info:

Ship To: (if different)

Melissa Tutton
 City of Plano-City Hall
 1117 East 15th
 Plano, TX 75074

Ship Via:

Price Request:

Qty	Part Number	Description	Unit Price	Ext Price
		VESTA M-1 System		
2	809800-80063	SPT.VV INTEG THRU YR1 PEI	\$ 949.00	\$ 1,898.00
		VESTA-VIEW		
1	870899-02001.0	V V 1.0 SVR SW	\$ 6,111.30	\$ 6,111.30
2	870899-01901	V V 1.0 CLIENT INTG	\$ 5,239.00	\$ 10,478.00
16	870899-01701	V V 1.0 AGENT MNTR X POS	\$ 1,315.60	\$ 21,049.60
		PEI SERVICES		
48	809800-17101	FIELD ENG-PRIMARY	\$ 145.60	\$ 6,988.80
16	809800-51004	PROJECT MGT-SECONDARY	\$ 145.60	\$ 2,329.60
			\$ -	\$ -
		AFFILIATED SERVICES		
8	Support	Install/Support Services	\$ 65.00	\$ 520.00
		Total		\$ 49,375.30

Scope of Work:

Install/integrate Vesta View 1.0 to 2 supervisor stations. Plant Vesta will provide installation and project management services.

This pricing is valid for 90 days from February 17, 2006.

To place an order, please sign and fax back to (972) 852-4067. No coversheet required.

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Approval Signature _____ Date _____

P.O. # (If Required) _____

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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:	6/22/06	Reviewed by Legal <i>aw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>JMA</i>	<i>6/25/06</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 RESCINDING ORDINANCE NO. 2003-8-4 RELATING TO CITY OF PLANO RETIREMENT SECURITY PLAN AS RESTATED JANUARY 1, 2002, AND ADOPTING A NEW CITY OF PLANO RETIREMENT SECURITY PLAN, AS RESTATED JANUARY 1, 2006 TO COMPLY WITH REGULATIONS SET FORTH IN THE INTERNAL REVENUE CODE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS 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				
Adoption of this Ordinance will bring the City's Retirement Security Plan into compliance with regulations in the Internal Revenue Code.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS RESCINDING ORDINANCE NO. 2003-8-4 RELATING TO CITY OF PLANO RETIREMENT SECURITY PLAN AS RESTATED JANUARY 1, 2002, AND ADOPTING A NEW CITY OF PLANO RETIREMENT SECURITY PLAN, AS RESTATED JANUARY 1, 2006 TO COMPLY WITH REGULATIONS SET FORTH IN THE INTERNAL REVENUE CODE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas (“Employer”) has established the City of Plano, Texas Retirement Security Plan (“Plan”) for the benefit of its eligible employees and their beneficiaries; and

WHEREAS, the Employer has the authority to amend the Plan pursuant to Section 13.1 of the Plan; and

WHEREAS, the Employer desires to adopt the Restated Plan January 1, 2006 for the purpose of reflecting the Plan’s compliance with the following: Internal Revenue Code Section 401(a)(31)(B), Treasury Regulations under Internal Revenue Code Section 401(a)(9), and changes made to Internal Revenue Code Section 415 by the Pension Funding Equity Act of 2004; a summary of those changes are shown as Exhibit “A”; and

WHEREAS, the City Council has been presented a proposed City of Plano, Texas Retirement Security Plan Restated January 1, 2006, a substantial copy of which is attached hereto as Exhibit “B” and incorporated herein by reference which contains the new provisions that reflect compliance with regulations and codes referenced above; and

WHEREAS, upon full review and consideration of the changes to the Plan as shown in Exhibit “B” and all matters attendant and related thereto, the City Council is of the opinion that the City of Plano Retirement Security Plan, Restated January 1, 2006 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The recitals above are incorporated herein as if fully set forth at length.

Section II. The terms and conditions of City of Plano Retirement Security Plan Restated January 1, 2006, attached hereto as Exhibit “B,” having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

t.2

Section III. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute City of Plano Retirement Security Plan Restated January 1, 2006 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 Plan.

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

Section V. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

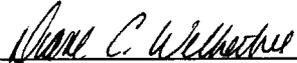
DULY PASSED AND APPROVED this the ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

**SUMMARY OF CHANGES TO
CITY OF PLANO, TEXAS RETIREMENT SECURITY PLAN**

1. Section 5.5 of the Plan is hereby amended to be and read as follows, effective January 1, 2006:

5.5 Required Minimum Distributions. All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, other than the immediately preceding sentence, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Time and Manner of Distribution.

(1) Mandatory Commencement. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (a)(2), other than subparagraph (a)(2)(i), will apply as if the surviving spouse were the Participant.

7-4

For purposes of this paragraph (a)(2) and paragraph (d), distributions are considered to begin on the Participant's Required Beginning Date (or, if paragraph (a)(2)(iv) applies, the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(i)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (b), (c), and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(b) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (c) or (d);
- (iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (iv) payments will either be nonincreasing or increase only as follows:
 - (I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (II) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in paragraph (c) dies or is no longer the

Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);

(III) to provide cash refunds of employee contributions upon the Participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under paragraph (a)(2)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(2) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime

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Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this paragraph (c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(d) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraphs (a)(2)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this paragraph (d) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (a)(2)(i).

(e) Definitions.

(1) Designated beneficiary. The individual who is designated as the beneficiary under Section 8.3 of the Plan and is the designated beneficiary under Section

401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (a)(2).

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(4) Required Beginning Date. In the case of an Employee who terminates employment prior to attaining age 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the former employee attains age 70½. In the case of an Employee who continues in employment after attaining 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which he terminates employment.

2. Section 6.6(a)(2) of the Plan is amended by adding the following paragraph (d) at the end thereof to be and read as follows, effective January 1, 2004:

- (d) Effective January 1, 2004 and notwithstanding anything to the contrary contained herein, with respect to the limitations in Section 6.6(a), for purposes of adjusting the annual Pension to a straight life annuity, the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.1(b). However, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, then the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using the applicable interest rate (as defined in Code Section 417(e)(3)) and the applicable mortality table as defined in Section 2.1(b). With respect to Plan years beginning in 2004 and 2005, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, then the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five and one-half percent (5.5%) and the applicable mortality table as defined in Section 2.1(b).

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3. The paragraph immediately following paragraph (f) of Section 8.1 is hereby amended by adding the following at the end thereof, effective March 28, 2005:

Effective March 28, 2005, in the event of a mandatory distribution greater than \$1,000 but not exceeding \$5,000 in accordance with this paragraph, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For accrued benefits of \$1,000 or less and the Participant does not elect to have such distribution to be paid directly to an eligible retirement plan specified by the Participant, the amount shall be distributed to the Participant in a lump sum.

**CITY OF PLANO
RETIREMENT SECURITY PLAN**

Restated January 1, 2006

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ARTICLE I

Purpose

The purpose of this Plan is to provide retirement and incidental benefits for all employees of the Employer (as hereinafter defined) who complete a period of faithful service and otherwise become eligible for such benefits in accordance with the terms and provisions hereof. The benefits provided by this Plan will be paid from a Trust Fund established by the Employer.

This Plan is established and shall be maintained for the exclusive benefit of the eligible employees of the Employer and their beneficiaries. No part of the Trust Fund can ever revert to the Employer, except as hereinafter provided, or be used for or diverted to purposes other than the exclusive benefit of the Employees of the Employer and their beneficiaries.

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ARTICLE II

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

- (a) Accrued Benefit: The benefit determined under the Plan, expressed in the form of a monthly benefit commencing at Normal Retirement Date which is applicable to an Employee at any time under the provisions of the Plan.
- (b) Actuarial (or Actuarially) Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment, based upon mortality and interest rate assumptions, as defined below:

Interest rate assumption - The interest rate used for purposes of computing optional forms of benefit payments shall be Seven Percent (7%).

Mortality assumption - The mortality assumption used for purposes of computing optional forms of benefit payments, and for purposes of computing any adjustments called for under the terms of this Plan for benefits commencing other than at Normal Retirement Date when such adjustment is not otherwise provided for in this Plan, shall be taken from the 1975 Group Annuity Mortality Table, projected by Scale D to 1975, using a unisex rate that is 75% male and 25% female as to Employees and 25% male and 75% female as to beneficiaries or other contingent payees. Notwithstanding the foregoing, the mortality assumptions that are used to compute the actuarially equivalent maximum amounts of retirement income permitted under Section 6.6 on and after January 1, 1995 and before December 31 2002 shall be based upon the mortality table prescribed by the Secretary of the Treasury pursuant to Section 415(b)(2)(E) of the Internal Revenue Code, as amended. For distributions with annuity starting dates on or after December 31, 2002, the applicable mortality table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C), or (D) of the Internal Revenue Code is the table prescribed in Rev. Rul. 2001-62.

- (c) Actuary: An individual or firm providing actuarial services, selected by the City Council.
- (d) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months in the considered period. The considered period shall be the thirty-six (36) consecutive calendar months within the last one hundred twenty (120) completed calendar months of Credited Service which yield the highest Average Monthly Compensation. In the event the Employee has completed fewer than thirty-six (36) consecutive months of Credited Service, the considered period shall be all completed months in which Compensation was paid. For the purpose of computation of "Average Monthly Compensation," the Compensation of an Employee during any month may be determined by deeming such Employee to have earned one-twelfth (1/12) of his or her Compensation for a calendar year during each month.
- (e) City Council: The Plano City Council.

- (f) City Manager: The Chief Executive Officer of the City of Plano, Texas, appointed by the City Council.
- (g) Committee: The persons appointed to administer the Plan in accordance with Article IX.
- (h) Compensation: The base salary or wages paid to an Employee by the Employer for personal services exclusive of any overtime pay, longevity pay, standby pay, bonuses and severance payments, such as accrued vacation or sick pay. The term "Compensation" shall also include any contribution made by an Employee participating in a salary reduction eligible deferred compensation plan (under Section 457(b) of the Internal Revenue Code of 1986) sponsored by the City of Plano, Texas.

Compensation taken into account during each of the twelve (12) consecutive month periods used in determining Average Monthly Compensation under (d) above, shall not exceed \$200,000, or such higher amount as in effect for the calendar year in which each such twelve (12) month period begins, as allowed under section 401(a)(17) of the Internal Revenue Code of 1986. The \$200,000 limit on annual Compensation in the preceding sentence shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. However, the Accrued Benefit determined in accordance with this provision shall not be less than the Accrued Benefit determined on December 31, 1992.

Notwithstanding the above, the Internal Revenue Code section 401(a)(17) annual Compensation limit with respect to any given calendar year or other specified 12-consecutive month period beginning on or after January 1, 1994 and ending December 31, 2001, shall be equal to \$150,000 or such increased or decreased amount, as the case may be, that applies as of the January 1 coincident with or immediately preceding the beginning of such given calendar year or other specified 12-consecutive-month period, pursuant to the provisions of section 401(a)(17) of the Internal Revenue Code, as amended, and rules and regulations issued with respect thereof; provided, however, that in determining the Compensation of an Employee who first became a participant in the Plan prior to January 1, 1996, the Internal Revenue Code section 401(a)(17) annual Compensation limit shall be determined without regard to this paragraph.

In the event that Compensation under the Plan is determined based on a period of time that contains fewer than 12 calendar months, the Internal Revenue Code section 401(a)(17) annual Compensation limit for that period of time shall be equal to the Internal Revenue Code section 401(a)(17) annual Compensation limit for the calendar year during which such period of time begins multiplied by the fraction in which the numerator is the number of full months in such period of time and the denominator is 12.

Any provisions herein to the contrary notwithstanding, an Employee's accrued benefit as of December 31, 1993 shall not be reduced due to the Internal Revenue Code section 401(a)(17) annual Compensation limit imposed effective as of January 1, 1994 on the amount of his Compensation. In the event that the Internal Revenue Code section 401(a)(17) annual Compensation limit is reduced effective as of any date subsequent to January 1, 1994, a Participant's accrued benefit immediately prior to the date that such reduction becomes effective shall not be reduced due to the reduction in such limit.

- (i) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents the Employee from engaging in any substantial gainful

employment. A determination of Disability shall be made in accordance with Section 5.3 hereof.

- (j) Effective Date: January 1, 2002 as to this restated Plan. The original effective date was January 1, 1983. The benefits described in this restated Plan apply as to Employees hereunder whose employment terminates on or after January 1, 2002.
- (k) Employee: Any person who receives compensation from the Employer for regular, full-time services other than persons under separate employment contract; provided, however, that the term "Employee" shall not include any person:
- (i) as to any service for which he would be eligible to be included in and for which he is entitled to receive credit in the Teacher Retirement System of Texas, the Employees Retirement System of Texas, the Judicial Retirement System of Texas, the Texas County and District Retirement System, or any other pension fund or retirement system supported wholly or partly at public expense, but not including participation in the Texas Municipal Retirement System (TMRS);
 - (ii) who is elected to office by vote of the people, it being further specifically provided, however, that a voluntary fireman or elected official who meets the definition of Employee in some capacity other than as a voluntary fireman or elected official shall be considered as an "Employee" for purposes of this Plan to the extent of such other capacity.
- (l) Employer: The City of Plano, Texas.
- (m) Highly Compensated Employee: Effective January 1, 1997, an employee who is a "highly compensated employee" within the meaning of section 414(q) of the Internal Revenue Code, as amended, and regulations issued with respect thereto.
- (n) Investment Manager(s): An investment advisor registered under the Investment Advisors Act of 1940, a bank (as defined in that Act), or an insurance company qualified to perform investment management services under State law in more than one State.
- (o) Leave of Absence: Any absence from Service authorized by the Employer under the Employer's standard personnel practices for reasons other than termination of employment, death, discharge or Retirement.
- (p) Normal Retirement Date: Effective January 1, 2002, the later of the sixty-fifth (65th) birthday of an Employee, or the date on which the Employee completes five (5) years of Credited Service. An Employee who terminates employment with a Deferred Vested Pension, but without five (5) years of Credited Service, shall have a Normal Retirement Date as of the date he would have reached such date had he continued to earn Credited Service for a total of five (5) years.
- Any benefits which are to commence as of an Employee's Normal Retirement Date shall not actually commence until the first day of the month coinciding with or next following said Normal Retirement Date.
- (q) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.
- (r) Plan: City of Plano, Texas, Retirement Security Plan, as amended from time to time.

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- (s) Plan Administrator: Such person or persons as designated by the City Manager, and who shall have the duties and powers described in Article IX.
- (t) Plan Year: The twelve (12) month period beginning on January 1 and ending on December 31.
- (u) Primary Social Security Benefit: The amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" assuming: (1) that he has made or will make appropriate application for such benefit; (2) that no event occurs to delay or forfeit any part of such benefit; (3) that if he retires (except for Disability) before his Normal Retirement Date, he will continue to receive until his Normal Retirement Date, remuneration (which would be treated as taxable wages for purposes of the Social Security Act) at the same rate as at the time of Retirement; or (4) that if he retires under the Plan on account of Disability, his Primary Social Security benefit, as herein defined, shall be the benefit payable if his Social Security disability insurance benefit were to be approved at the same time as his Disability Retirement, if he were eligible for such benefit. As used in this subparagraph, the term "primary insurance amount" shall have the meaning ascribed to it in the federal Social Security Act as amended and in effect on the affected Employee's date of death, date of severance, or Normal Retirement Date, whichever is earlier, assuming (except for Disability) commencement at the Employee's Normal Retirement Date. The Committee may adopt and apply appropriate and nondiscriminating rules and procedures to determine such amounts.

The Committee may, to determine such amounts, use wage estimates for the Employee's pre-separation period where actual wage history is not furnished by Employee. Any such wage estimates shall be made by applying a salary scale, projected backwards, to the Employee's Compensation at his date of separation. Such salary scale shall be six percent (6%). Notice shall be duly given to each Employee (with his summary plan description and just prior to his separation from service) explaining the use of such estimates and informing the Employee that he can obtain his actual wage history from the Social Security Administration. If any Employee shall furnish actual wage history in writing to the Committee no later than a reasonable time after his separation or, if later, after he is informed of his plan benefits, the Committee shall determine his Primary Social Security Benefit on the basis of such actual wage history.

- (v) Retirement: Termination of employment after an Employee has fulfilled all Service requirements for a Pension. Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment (or authorized Leave of Absence, if later).
- (w) Service: A period or periods of employment of an Employee by the Employer used in determining eligibility or the amount of benefits as described in Article III hereof.
- (x) TMRS: Texas Municipal Retirement System.
- (y) Trust or Trust Fund: The fund maintained in accordance with the terms of this Plan.
- (z) Trustee: The Corporation or individuals selected by the City Council to administer the Trust.
- (aa) U.S. Consumer Price Index: As of any date, the Consumer Price Index for all items for the prior calendar year as reported in the Monthly Labor Review for each calendar month by the United States Department of Labor. The Index to be used shall be the annual average over such calendar year which is most recent and designated in said Monthly Labor Review as "Consumer Price Index for Urban Wage Earners and Clerical Workers – U.S. City Average -- All Items."

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender; the singular may include the plural; and vice versa, unless the context clearly indicates to the contrary. The Plan and Trust shall each form a part of the other by reference and terms shall be used herein interchangeably.

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ARTICLE III

Service and Participation

3.1 Credited Service: Credited Service is the period of employment used in determining both eligibility for benefits and the amount of benefits. An Employee's Credited Service shall be all his employment with the Employer as an Employee that is taken into account under TMRS, excluding any periods of Leave of Absence. Credited Service shall also include any employment with the Employer as an Employee that is not taken into account under TMRS if: (a) the Employee was not then eligible to make contributions to TMRS, and (b) any such employment was part of a continuous uninterrupted period of employment that was continuing on the Effective Date. Credited Service shall cease accruing upon an Employee's separation from the service of the Employer or upon the completion of twenty-five (25) years of Credited Service, whichever first occurs.

If an Employee incurs a period of separation which is equal to or longer than one year, then he shall lose all his prior Credited Service. An Employee who incurs a period of separation of less than one year shall retain all prior Credited Service, unless such Employee has withdrawn his account balance under TMRS.

Effective January 1, 2002, for purposes of the five (5) year Credited Service requirement in the definition of Normal Retirement Date and in determining eligibility for commencement of Early Pensions and Deferred Vested Pensions, and for purposes of the twenty (20) year Credited Service requirement for an Early Pension, all prior employment taken into account under TMRS will be counted, regardless of whether such employment is with the Employer.

3.2 Participation: Employees who are in the employ of the Employer on the Effective Date shall automatically become participants of the Plan as the Effective Date.

Each other Employee hired on or after the Effective Date shall become a participant of the Plan as of his date of hire.

3.3 Rehires: Employees who, after receiving an RSP payment, are rehired within a one year period from the date of termination, thus retaining RSP service credit, will have the benefit value from the first date of termination subtracted from the benefit value due at the second termination date.

3.4 Military Service: Effective December 12, 1994, absence from the active service of the Employer because of engagement in military service will not terminate the service of an Employee and will be treated under the Plan as a leave of absence granted by the Employer if (1) he is entitled under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") to reemployment by the Employer upon his discharge from active duty, and (2) he returns to the active service of the Employer within the period of time during which he has reemployment rights under USERRA. The following special provisions, which are intended to comply with section 414(u) of the Internal Revenue Code, shall apply to an Employee of the Employer who returns to active service in accordance with the reemployment provisions of USERRA following a period of qualifying military service (as determined under USERRA):

- (A) Each period of qualifying military service served by an Employee shall, upon such reemployment, be counted toward determining the Employee's service with the Employer for all purposes of the Plan, including determining the amount of the Employee's Accrued Benefit and the vested percentage in his Accrued Benefit.
- (B) For all purposes under the Plan, an Employee shall be treated as having received Compensation from the Employer based on the rate of Compensation the Employee would have received during the period of qualifying military service, or if that rate is not reasonably certain, on the basis of the Employee's average rate of Compensation during the 12-month period immediately preceding such period.
- (C) With respect to any Employer contribution made in accordance with the foregoing provisions of this section, such contribution shall not be subject to any otherwise applicable limitation under sections 404(a) or 415 of the Internal Revenue Code, and shall not be taken in account in applying such limitations to other Employer contributions under the Plan or any other plan, with respect to the year in which such contribution is made, and such contribution shall be subject to these limitations only with respect to the year to which such contribution relates and only in accordance with regulations prescribed by the Internal Revenue Service.

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ARTICLE IV

Contributions

4.1 Contributions by Employer: The Employer, acting under the advice of the Actuary for the Plan, intends to make contributions to the Trust in such amounts and at such times as are required to maintain the Plan on a sound actuarial basis. All contributions made by the Employer to the Trust shall be used to pay benefits under the Plan or to pay expenses of the Plan and Trust and shall be irrevocable, except for any residual amounts after satisfying all liabilities of the Plan. Forfeitures arising because of severance of employment before the Employee becomes eligible for a Pension or for any other reason shall be applied to reduce the costs of the Plan, not to increase the benefits otherwise payable to the Employees.

4.2 Contributions by Employees: Employees are neither required nor permitted to make contributions under this Plan.

ARTICLE V

Requirements for Retirement Benefits

5.1 Normal and Late Retirement: An Employee shall be eligible for a Normal Pension if his employment with the Employer is terminated on his Normal Retirement Date. An Employee shall be eligible for a Late Pension if his employment with the Employer is terminated after his Normal Retirement Date. Payment of a Normal or Late Pension shall commence as of the first day of the month coinciding with or next following the Employee's date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, unless an optional form of payment becomes effective and payable under the provisions of Article VIII hereof.

5.2 Early Retirement: Effective January 1, 2002, an Employee shall be eligible for an Early Pension if his employment with the Employer is terminated before his Normal Retirement Date and either (i) on or after his sixtieth (60th) birthday and completion of five (5) or more years of Credited Service or (ii) after his completion of twenty (20) or more years of Credited Service.

Unless the Employee requests otherwise, payment of an Early Pension shall commence as of the Employee's Normal Retirement Date if he is then living. If the Employee requests the commencement of his Early Pension as of the first day of the month coinciding with or next following his Retirement, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 6.2. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, unless an optional form of payment becomes effective and payable under the provisions of Article VIII hereof.

5.3 Total and Permanent Disability Retirement: An Employee shall be eligible for a Disability Pension if his employment with the Employer is terminated by reason of Total and Permanent Disability. Payment of a Disability Pension shall commence as of the first day of the month coinciding with or next following such termination of employment. The last payment shall be made as of the earliest of the first day of the month in which (a) such Disability ceases, (b) the death of the retired Employee occurs, and (c) the Normal Retirement

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Date of the retired Employee occurs. If Disability continues to the Employee's Normal Retirement Date, his Pension thereafter will be as a Normal Pension (in a sixty (60) month certain and life form) determined according to Section 6.3(B) hereof. If Disability ceases prior to the Employee's Normal Retirement Date, no Disability Pension shall continue to be paid to or for him. An Employee may elect, in lieu of the Disability Pension provided hereunder (including any Pension payable after his Normal Retirement Date under Section 6.3(B) hereof), to receive an Early Pension if he had met the requirements for an Early Pension on the date of his Retirement for Disability.

If the retired Employee's Disability ceases prior to his Normal Retirement Date, and he is not reemployed by the Employer as an Employee, and if he had met the requirements for an Early or Deferred Vested Pension on the date of his Retirement for Disability, he shall be entitled to receive, commencing on the first day of the month coinciding with or next following his Normal Retirement Date, a Pension equal in amount to the Early or Deferred Vested Pension to which he would have been entitled, as of the date of his Disablement, considering his Compensation and Credited Service as if he had had no Disability; provided, however, effective January 1, 2002, if the Employee had completed five (5) years of Credited Service and requests the commencement of his Early or Deferred Vested Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced in accordance with Section 6.2 or 6.4 hereof, based on the number of years by which the starting date of the Pension payment precedes the Employee's Normal Retirement Date.

Notwithstanding any other provisions of this section, no Employee shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) addiction to narcotics or hallucinogenic drugs, (b) an injury suffered while engaged in a felonious or criminal act or enterprise, (c) service in the armed forces of the United States which entitles the Employee to a veteran's disability pension; or (d) injury or disease sustained by the Participant which was diagnosed or discovered subsequent to the date his employment was terminated.

If the Participant sustains an injury or disease while working for anyone other than the Employer and arising out of such outside employment, the Participant is entitled to receive a disability benefit from the outside employer, the monthly Disability Pension payable prior to Normal Retirement from this Plan as a result of such disability, will be reduced in accordance with Section 6.3(a).

An Employee must apply for a disability retirement benefit under the Plan within six (6) months after the date of termination of his service due to disability; provided, however, that such six-month period for application may be extended by the Committee when, in its sole discretion, reasonable cause exists for so doing.

Disability under the Plan shall be considered total and permanent if, on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Employee has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer. The Committee shall, however, have the right to waive the requirement for a medical examination if it is determined that such an examination is unnecessary.

Disability shall be considered to have ended if, prior to his Normal Retirement Date, the Employee (a) engages in any substantial gainful activity, except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of Total and Permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee, to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee, provided that a medical examination shall not be required more frequently than twice in any calendar year.

Effective January 1, 2001, if a retired Employee's Disability is determined by the Committee to have ended and payment of a Disability Pension has ceased, but the Committee subsequently determines that such Disability has continued or recurred, then the Committee, in its sole discretion, may reinstate the Disability Pension payment to such Employee.

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If Disability ceases before a retired Employee attains his Normal Retirement Date and the Employee is reemployed by the Employer, the Pension payable upon his subsequent Retirement shall be determined based on his Credited Service and Compensation prior to the date of his previous retirement, as well as his Credited Service and Compensation during the period of his reemployment.

5.4 Deferred Vested Retirement: An Employee shall be eligible for a Deferred Vested Pension if his employment with the Employer is terminated, for reasons other than death or Normal, Late, Early or Disability Retirement, on or after the completion of five (5) or more years of Credited Service. Payment of a Deferred Vested Pension shall commence as of the first day of the month coinciding with or next following the Employee's Normal Retirement Date if he is then living. Effective January 1, 2002, if the Employee had completed five (5) years of Credited Service and requests the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his sixtieth (60th) birthday, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be subject to reduction as provided in Section 6.4. Such a request must be received by the Committee at least thirty (30) days before the first Pension payment is due. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs.

5.5 Required Minimum Distributions. All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, other than the immediately preceding sentence, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Time and Manner of Distribution.

(1) Mandatory Commencement. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (a)(2), other than subparagraph (a)(2)(i), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph (a)(2) and paragraph (d), distributions are considered to begin on the Participant's Required Beginning Date (or, if paragraph (a)(2)(iv) applies, the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(i)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with paragraphs

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(b), (c), and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(b) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (c) or (d);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in paragraph (c) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);

(III) to provide cash refunds of employee contributions upon the Participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under paragraph (a)(2)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(2) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable

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distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this paragraph (c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(d) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraphs (a)(2)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this paragraph (d) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (a)(2)(i).

(e) Definitions.

(1) Designated beneficiary. The individual who is designated as the beneficiary under Section 8.3 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (a)(2).

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(4) Required Beginning Date. In the case of an Employee who terminates employment prior to attaining age 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the former employee attains age 70½. In the case of an Employee who continues in employment after attaining 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which he terminates employment.

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ARTICLE VI

Amount of Retirement Benefits

6.1 Normal and Late Pension: An Employee who meets the requirements for a Normal Pension and retires on his Normal Retirement Date shall receive a monthly amount equal to:

Seven-Tenths of One Percent (.7%) of his Average Monthly Compensation, multiplied by his Credited Service from January 1, 1983, not to exceed twenty-five (25) years.

If an Employee has attained age sixty (60) on January 1, 1992, was an active participant hereunder on December 31, 1991, has not at any time been a Highly Compensated Employee, then in no event will such Pension be less than the monthly amount provided under the prior benefit formula (as set forth under the terms of the Plan as in force and effect as of December 31, 1991), which is set out below, as follows:

- (1) (a) Three Percent (3%) of his Average Monthly Compensation, multiplied by his Credited Service, not to exceed twenty-five (25) years, *minus*
- (b) Two Percent (2%) of his Primary Social Security Benefit multiplied by his Credited Service, not to exceed twenty-five (25) years.
- (2) Subject to the amount of benefit to which he is entitled under TMRS. The amount of such benefit shall be stated in terms of an Actuarially Equivalent five (5) year certain and life Pension, and shall be computed based upon his Employee and Employer account balances as of his date of Retirement, regardless of vesting, including any updated service credits.
- (3) In no event, however, shall the Actuarially Equivalent lump sum value of the above Normal Pension produced by (1) *minus* (2) above be less than the accumulated value of a benefit equal to Six and Seven-Tenths Percent (6.7%) of the Employee's Compensation during each Plan Year commencing on and after January 1, 1983.

An Employee who meets the requirements for a Normal Pension and retires after his Normal Retirement Date shall receive a Late Pension which shall be computed as for a Normal Pension in accordance with the provisions of this Section 6.1 above, considering his Average Monthly Compensation and Credited Service to his actual date of Retirement, but using his Primary Social Security Benefit, if applicable, as of his Normal Retirement Date.

6.2 Early Pension: An Employee who meets the requirements for an Early Pension shall receive a monthly amount equal to his Accrued Benefit. An Employee's Accrued Benefit shall be equal to:

Seven-Tenths of One Percent (.7%) of his Average Monthly Compensation, multiplied by his Credited Service from January 1, 1983, not to exceed twenty-five (25) years.

If an Employee has attained age sixty (60) on January 1, 1992, was an active participant hereunder on December 31, 1991, has not at any time been a Highly Compensated Employee, then in no event will such Pension be less than the monthly amount provided under the prior benefit formula (as set forth under the terms of the Plan as in force and effect as of December 31, 1991), which is set out below, as follows:

- (1) (a) Three Percent (3%) of his Average Monthly Compensation, multiplied by his Credited Service, not to exceed twenty-five (25) years, *minus*
 - (b) Two Percent (2%) of his Primary Social Security Benefit, multiplied by the number, not to exceed twenty-five (25), of the years of Credited Service he would have accumulated if his employment with the Employer had continued uninterrupted to his Normal Retirement Date, with the result being multiplied by the ratio that the number of his years of Credited Service at Retirement bears to the number of years of Credited Service he would have accumulated if his employment with the Employer had continued uninterrupted to his Normal Retirement Date.
- (2) The amount of benefit to which he is entitled under TMRS. The amount of such benefit shall be stated in terms of an Actuarially Equivalent five (5) year certain and life Pension, and shall be computed based upon his Employee and Employer account balances as of his date of Retirement, regardless of vesting, including any updated service credits, increased with interest at a rate determined by the Committee, to Normal Retirement Date.
- (3) In no event, however, shall the Actuarially Equivalent lump sum value of the above Early Pension produced by (1) *minus* (2) above be less than the accumulated value of a benefit equal to Six and Seven-Tenths Percent (6.7%) of the Employee's Compensation during each Plan Year commencing on and after January 1, 1983.

If payment of an Early Pension commences prior to the Employee's Normal Retirement Date, the amount determined above shall be reduced by one-fifteenth (1/15th) for each of the first six (6) years and one-thirtieth (1/30th) for each following year by which the starting date of Pension payments precedes the Employee's Normal Retirement Date.

6.3 Disability Pension: An Employee who meets the requirements for a Disability Pension shall receive a monthly amount payable prior to Normal Retirement Date computed as set forth in (a) below and a monthly amount payable on or after Normal Retirement Date as set forth in (b) below computed as follows:

- (a) Disability Pension Payable Prior to Normal Retirement Date: An amount equal to Sixty Percent (60%) of the greater of the Employee's monthly base rate of pay exclusive of overtime pay,

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longevity pay, standby pay, bonuses and severance payments, or Average Monthly Compensation, as of the month prior to his termination of employment by reason of Total and Permanent Disability, *minus* the amount of disability benefit to which he is entitled under TMRS.

This benefit is further reduced by the actuarially equivalent value of any workers compensation and other outside employer-provided benefits which are available as a result of injury or disease sustained while working for the other employer.

- (b) Disability Pension Payable on and After Normal Retirement Date: An amount equal to the Normal Pension that would have been payable to the Employee, in accordance with the provisions of Section 6.1 hereof, if he had continued in active employment with the Employer until his Normal Retirement Date, assuming his Compensation had continued at the same rate as in effect at the date of his Disability Retirement until his Normal Retirement Date, and no increases occurred in the Social Security or TMRS benefits, if applicable. This pension will not be less than the Disability Pension commencing prior to his Normal Retirement Date determined under paragraph (a) above.

6.4 Deferred Vested Pension: An Employee who meets the requirements for a Deferred Vested Pension shall receive a nonforfeitable right to his Accrued Benefit (computed in accordance with the provisions of Section 6.2 hereof). Effective January 1, 2002, if the Employee has fewer than five (5) years of Credited Service, the Accrued Benefit will be adjusted by the following schedule:

<u>Years of Credited Service</u>	<u>Nonforfeitable Percentage</u>
Less than 5	0
5 or more	100

If an Employee is eligible and payment of a Deferred Vested Pension commences prior to the first day of the month coincident with or next following the Employee's 65th birthday, the amount determined above shall be reduced by one-fifteenth (1/15th) for each of the first six (6) years and one-thirtieth (1/30th) for each of the following years by which the starting date of Pension payments precedes such first day of the month.

6.5 Cost-of-Living Adjustment: The monthly amount of Pension payable to a retired Employee, provided such Employee had received such payments for at least twelve (12) months, shall be adjusted annually, as of each April 1st, to reflect increases in the U.S. Consumer Price Index. Such annual increase, if any, shall be limited to a maximum change of four percent (4%). In no event shall any cost of living adjustment under this 6.5 be applied to increase the amount of monthly pension (or other alternative form of payment) payable to the spouse or beneficiary of an Employee after the Employee's death.

6.6 Maximum Annual Benefit Under Code Section 415: Notwithstanding any other provision contained herein to the contrary, the benefits payable to an Employee from this Plan, shall be subject to the limitations of Code Section 415 in accordance with (a) and (b) as described below. For purposes of this Section 6.6, the term "Limitation Year" shall mean the year used in applying the limitations of Code Section 415, which year shall be a Plan Year.

(a) Limitations on Benefits: Any annual Pension payable to an Employee hereunder (including any annual Pension paid to such Employee from another defined benefit plan of the Employer) shall not exceed (1) below, subject to (2) through (4) below. The provisions of subsections (1) and (2) below shall be effective for limitation years ending after December 31, 2001. Benefit increases resulting from the increase in the limitations of section 415(b) of the Code will be provided to all Employees participating in the Plan who have one hour of service on or after the first day of the first limitation year ending after December 31, 2001.

(1) Defined Benefit Dollar Limitation. The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

(2) Maximum Permissible Benefit. The "maximum permissible benefit" is the defined benefit dollar limitation adjusted where required, as provided in (a) and, if applicable, in (b) or (c) below.

- (a) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.
- (b) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in Section 2.1(b) of the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
- (c) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the lesser of (i) the actuarial equivalent (at such age) of the

defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

- (d) Effective January 1, 2004, and notwithstanding anything to the contrary contained herein, with respect to the limitations in Section 6.6(a), for purposes of adjusting the annual Pension to a straight life annuity, the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.1(b). However, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, then the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using the applicable interest rate (as defined in Code Section 417(e)(3)) and the applicable mortality table as defined in Section 2.1(b). With respect to Plan years beginning in 2004 and 2005, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement

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Survivor Annuity, the life of the surviving spouse, then the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five and one-half percent (5.5%) and the applicable mortality table as defined in Section 2.1(b).

- (3) In no event shall an Employee's maximum annual Pension allowable under this Section be less than the annual amount of Pension (including early Pension and qualified joint and survivor annuity amounts) duly accrued by such Employee (under Code Section 415 limitations then in effect) as of the last day of the Limitation Year beginning in 1982, or as of the last day of the Limitation Year beginning in 1986, whichever is greater (disregarding any plan changes or cost-of-living adjustments occurring after July 1, 1982, as to the 1982 accrued amount, and May 5, 1986, as to the 1986 accrued amount).
- (4) Effective January 1, 1995, the provisions of subsection (2) shall not apply for limitation years beginning after 1994 to (i) income received as a pension, annuity, or similar allowance as a result of an Employee's disability due to personal injuries or sickness, or (ii) amounts received as a result of an Employee's death by the Employee's beneficiaries, survivors, or estate.
- (b) Section 415 Compensation: The term "compensation" as used in this Section 6.6 means all compensation as that term is defined in IRS Reg. § 1.415-2(d)(2) and (3) as limited by section 401(a)(17) of the Code. For limitation years beginning after December 31, 1997, such definition of compensation shall also include (i) any elective deferral as defined in IRC section 402(g)(3), and (ii) any amount which is contributed or deferred by the employer at the election of the employee and which is not includible in the gross income of the employee by reason of Code section 125 or 457. For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Section 6.6 of the Plan, compensation paid or made

available during such limitation years shall include elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4) of the Internal Revenue Code. Effective for plan years and limitation years beginning on and after January 1, 1998, and for purposes of the definition of Section 415 compensation under this Section 6.6(b) of the plan, amounts under section 125 include any amounts not available to a participant in cash in lieu of group health coverage because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under section 125 only if the Employer does not request or collect information regarding the participant's other health coverage as part of the enrollment process for the health plan.

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ARTICLE VII

Death Benefits

7.1 Death After Commencement of Normal, Late, Early or Deferred Vested Pension: The beneficiary or beneficiaries of an Employee who, on the date of his death, was receiving a Normal, Late, Early, or Deferred Vested Pension hereunder (including a Normal Pension that has commenced to a Disabled Employee at his Normal Retirement Date), shall be eligible for a Death Benefit in the form of a monthly Pension if the Employee had not received sixty (60) monthly payments of such Pension. The monthly amount of such Pension shall be equal to the monthly Pension, which the Employee was receiving on the date of his death. Payment of such Pension shall commence on the first day of the month coinciding with or next following the Employee's date of death. The last payment shall be made as of the first day of the month in which sixty (60) monthly payments have been made in the aggregate to the Employee and his beneficiary or beneficiaries.

If an optional form of payment becomes effective and payable under the provisions of Article VIII hereof, no such Death Benefit shall be paid, but shall be thereby cancelled and inapplicable.

7.2 Death Pending Payment: If an Employee has completed at least ten (10) years of Credited Service, terminates employment with the Employer, and dies after attainment of age sixty (60), but before the date of commencement of his Pension, his surviving spouse, or if none, his surviving child or children under the age of eighteen (18), shall be entitled to receive a benefit hereunder. Such benefit shall be a monthly Pension payable for a period of sixty (60) months equal to the Pension the Employee would have received under Section 6.4 hereof had he commenced payment on the first day of the month coinciding with or next following the Employee's date of death. With the approval of the Committee, this benefit may be paid in a lump sum amount equal to the Actuarially Equivalent lump sum value of the sixty (60) monthly payments otherwise provided. If this benefit becomes payable to a minor child or children, and more than one such child is eligible, the benefit determined above shall be divided in equal parts among such children.

7.3 Vested Terminated Employee Death Benefits: In the event that a terminated Employee entitled to a deferred vested benefit under the plan above dies prior to his commencement date of benefits and without

his having received the value of his benefit in accordance with Article VI of the Plan, his surviving spouse, if any, will be entitled to receive a monthly retirement income. This monthly income, payable for life, will be in an amount that is the actuarial equivalent of the accrued monthly retirement income as of the Employee's Normal Retirement Date that would have been payable to such surviving spouse, commencing on the Early Pension commencement date under the 50% Joint and Survivor Option, if such surviving spouse is then living. It is determined as if:

- (a) the terminated Employee had survived to his earliest Early Pension commencement date or immediately if he has already survived to that date; and
- (b) the terminated Employee had died immediately after such commencement of payments under the 50% Joint and Survivor Option described in Section 8.1(e) of Article VIII.

Alternatively, if there is no surviving spouse at the time of the vested terminated Employee's death, the Employee's dependent child or children, including legally adopted children, if any, will be entitled to receive a monthly income, provided he has not received the value of his benefit from the Plan. A dependent child will be defined as any child under the age of 18, any child under the age of 23 and a full-time student at an educational institution, or any child, regardless of age, that is considered permanently disabled on a nondiscriminatory basis. Such determinations will be made by the Committee.

The benefit payable to the dependent child or children described above shall be a monthly Pension determined in accordance with Article VI of the Plan and equal to the income the Employee would have received under the Plan, if:

- (a) the terminated Employee had survived to his earliest Early Pension commencement date or immediately if he had already survived to that date; and
- (b) the terminated Employee had died immediately after such commencement of payments under the Five (5) Year Certain and Life Option described in Section 8.1(c) of Article VIII.

If this benefit becomes payable to a minor child or children, and more than one such child is eligible, the benefit determined above shall be divided in equal parts among such children.

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With the approval of the Committee, the death benefit may be paid in a lump sum amount equal to the actuarially equivalent lump sum value of the payments otherwise provided.

No vested terminated death benefit shall be payable for any Employee without either a spouse or dependent child at the time of death.

7.4 Other Death Benefits: No other benefits shall be payable hereunder upon the death of an Employee other than those specified in Section 7.1 hereof, or benefits payable under an optional form of payment under the provisions of Article VIII hereof; provided, however, if the amount of insurance coverage provided any Employee under the City of Plano, Texas, Employee's Group Term Life Insurance Plan (disregarding for this purpose any insurance coverage paid for by the Employee) is limited by the application of Article 3.50 of the Texas Insurance Code, the amount of death benefit not payable thereunder as a result of such limitation shall be payable upon the Employee's death under this Plan.

ARTICLE VIII

Other Optional Forms of Payment

8.1 Other Options: An Employee or beneficiary may elect that any benefit provided by the Plan shall be paid in an optional payment form set forth below, provided that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

- (a) Lump Sum Payment: A lump sum payment, in cash or kind (at fair market value), but only if the present value of the Employee's nonforfeitable Accrued Benefit is greater than Five Thousand Dollars (\$5,000), but less than Twelve Thousand Dollars (\$12,000), effective August 28, 1995, for all current vested terminated members and all active members of the Retirement Security Plan.
- (b) Life Only Option: A monthly retirement income payable to the retiree during his lifetime. Upon the death of the retiree, payments shall cease.
- (c) Five (5) Year Certain and Life Option: A monthly retirement income payable to the retiree during his lifetime, with the provision that, if the retiree's death occurs before he has received sixty (60) monthly payments (5 years), the remaining number of such payments shall be paid to his designated beneficiary.
- (d) Ten (10) Year Certain and Life Option: A monthly retirement income payable to the retiree during his lifetime, with the provision that, if the retiree's death occurs before he has received one hundred twenty (120) monthly payments (10 years), the remaining number of such payments shall be paid to his designated beneficiary.
- (e) 50% Joint and Survivor Option: A monthly income payable to the retiree during his lifetime, with the provision that, upon his death, his designated beneficiary shall receive a monthly income equal to 50% of the income that the retiree was receiving at the time of his death.
- (f) 100% Joint and Survivor Option: A monthly income payable to the retiree during his lifetime, with the provision that, upon his death, his designated beneficiary shall receive a continuation of 100% of the income the retiree was receiving at the time of his death.

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Effective March 28, 2005, in the event of a mandatory distribution greater than \$1,000 but not exceeding \$5,000 in accordance with this paragraph, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For accrued benefits of \$1,000 or less and the Participant does not elect to have such distribution to be paid directly to an eligible retirement plan specified by the Participant, the amount shall be distributed to the Participant in a lump sum.

Any optional form of payment elected under this paragraph must provide that the entire interest of the retiree be expected to be distributed to the retiree and his beneficiary over a period certain not exceeding beyond the life expectancy of the retiree or beyond the joint life and last survivor expectancy of the retiree and beneficiary.

8.2 Other Benefits Cancelled by Option: Any Pension, Death Benefit, or other benefit that would otherwise have become payable under this Plan, shall be cancelled and superseded by an option or any other form of payment elected under this Article VIII as of the date such option or other form of payment becomes operative.

8.3 Designation of Beneficiary: Each active or retired Employee may designate a primary beneficiary or beneficiaries and a contingent beneficiary or beneficiaries to receive any benefit that may become payable under this Plan by reason of his death (other than a benefit payable only to his spouse or other qualified contingent pensioner). Such designation shall be made upon the forms furnished by the Committee, and may at any time and from time to time be changed or revoked without notice to the beneficiary or beneficiaries, and shall not be effective unless and until filed with the Committee.

If any Employee shall fail to designate a beneficiary or beneficiaries, or if all those designated by him predecease him, then the beneficiary shall be the Employee's Estate.

8.4 Election of Optional Form of Payment: An Employee whose Accrued Benefit is payable may, in writing to the Employer, elect to receive his benefit under one of the optional forms set forth in paragraph 8.1 above. The Committee shall not permit the retired Employee to change any prior election after

commencement of payment of benefits under the Plan. The Employer shall provide to each active Employee, and each terminated Employee with a vested Accrued Benefit whose benefits have not yet commenced, an election form for electing an optional form, as well as a written explanation of the terms, conditions, and effects of such election as soon as administratively practicable, prior to his date of commencement of payment of benefits or, if earlier, prior to his Normal Retirement Date. Such written election must be filed with the Employer prior to commencement of any payments under the Plan.

8.5 Mandatory Federal Withholding Tax: An Employee eligible for a lump sum distribution after December 31, 1992 may elect to directly receive the distribution or to roll the distribution to a qualified retirement plan.

A lump sum distribution payable directly to the Employee will have an up front 20% federal withholding tax imposed. Recipients may no longer elect out of withholding for such distributions.

A lump sum distribution being directly rolled to a qualified retirement plan is exempt from the 20% withholding tax.

8.6 Direct Rollover Options for Eligible Rollover Distributions: This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The following definitions apply to this section:

- (1) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
 - (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

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- (b) any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code;
- (c) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and
- (d) any other exception permitted by law or rules or regulations of the Internal Revenue Service.
- (2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of said Code, an annuity plan described in section 403(a) of said Code, or a qualified trust described in section 401(a) of said Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For purposes of distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.
- (3) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.

- (4) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Any options set forth in this section shall automatically become inoperative and of no effect upon a ruling by the Treasury Department that the options set forth herein are no longer required.

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ARTICLE IX

Administration

9.1 Appointment of Committee: The Plan shall be administered by a Committee consisting of at least five (5) but no more than seven (7) persons who shall be appointed as follows:

- (a) Two (2) members of the Committee shall be appointed by the City Council. These appointees must meet the same eligibility requirements as appointees to City of Plano boards and commissions as described in Section 4.07 of the City Charter.
- (b) The remaining members of the Committee shall be city employees appointed by the City Manager.

The members of the Committee shall not receive compensation with respect to their services for the Committee.

9.2 Term of Office: Each member of the Committee shall be appointed for a period of two (2) years, except that when initial appointments are made the appointees shall cast lots and two (2) Committee members will serve for one (1) year. It is the intent of this provision that the terms of the Committee members will be so regulated that the Committee shall not consist entirely of newly appointed members at any one time, except at time of original appointment.

9.3 Committee Powers and Duties: The Committee shall have such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) to develop bylaws and procedures necessary to discharge the Committee's responsibilities outlined herein;
- (b) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- (c) to prescribe procedures to be followed by distributees in obtaining benefits;
- (d) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;
- (e) to receive from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan;
- (f) to receive and review the annual valuation of the Plan made by the Actuary and transmit such annual valuation (with Committee comments and recommendations) to the City Council by July 1 each year;

- (g) to appoint an Investment Manager(s) to manage the investment of the assets of the Plan; and
- (h) to receive and review reports of the financial condition and of the receipts and disbursements of the Trust Fund from the Trustee; and
- (i) to prepare an annual report of the accomplishments of the Plan, of the financial condition and the receipts and disbursements of the Trust Fund, and to transmit such report to the City Council within 90 days of the close of the Employer's fiscal year. All financial statements included in such report are to be prepared in accord with generally accepted accounting principles; and
- (j) to recommend to the City Council employment of any agents it deems advisable, including, but not limited to, legal counsel.

The Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirements of eligibility for a Pension under the Plan.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. No action shall be taken except upon a majority vote of the Committee members. An individual shall not vote or decide upon any matter relating solely to himself. If, in any case in which a Committee member is so disqualified to act, and the remaining members cannot agree, the Employer will appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

9.4 Duties and Powers of the Plan Administrator: The Plan Administrator shall have such powers as may be necessary to discharge his duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) to file with the appropriate government agency (or agencies) any reports or other information that may be required;
- (b) to furnish each Employee and each beneficiary receiving benefits hereunder a summary plan description explaining the Plan;
- (c) to cause benefit payments to be made hereunder if approved by the Committee;
- (d) to maintain all records necessary for verification of information required to be filed with the appropriate government agency (or agencies);
- (e) to prepare an annual budget, consistent with procedures established by the City Manager, relating to administrative expenses of the Plan; and

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(f) to administer the Trust Fund on behalf of the Employer.

9.5 Rules and Decisions: The Committee may adopt such rules and actuarial tables as it deems necessary or desirable. All rules and decisions of the Committee shall be uniformly and consistently applied to all Employees in similar circumstances.

Any rule or decision, except as to benefits, which is not inconsistent with the provisions of the Plan, shall be conclusive and binding upon all persons affected by it, and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Employer, the legal counsel of the Employer, or the actuary for the Plan.

The Committee may, from time to time, appoint groups of Employees to advise the Committee on matters being considered. Such appointments should be made on a basis to ensure broad representation of Employee interests.

9.6 Unclaimed Benefits: During the time when a benefit hereunder is payable to any beneficiary or distributee, the Committee, upon request by the Trustee, or at its own instance, shall mail by registered or certified mail to such beneficiary or distributee, at his last known address, a written demand for his then address, or for satisfactory evidence of his continued life, or both. If such information is not furnished to the Committee within twelve (12) months from the mailing of such demand, then the Committee may, in its sole discretion, determine that such beneficiary or distributee is deceased and may declare such benefit, or any unpaid portion thereof, suspended as if the death of the distributee (with no surviving beneficiary) had occurred on the date of the last payment made thereon or the date such beneficiary or distributee first became entitled to receive benefit payments, whichever is later.

ARTICLE X

Trustee and/or Investment Manager(s)

10.1 Appointment of Trustee: A Trustee (or Trustees) shall be appointed by the City Council to administer the Trust Fund.

10.2 Appointment of Investment Manager(s): The Committee may appoint one or more Investment Manager(s) to manage (including the power to acquire or dispose of) such assets of the Trust Fund as may be delegated to it in writing by the Committee.

10.3 Responsibility of Trustee: All contributions under this Plan shall be paid to and held by the Trustee. The Trustee shall invest and reinvest only those assets of the Trust Fund not delegated in writing by the Committee to an Investment Manager(s) and shall not have exclusive management and control of any assets of the Trust Fund other than those not otherwise delegated to an Investment Manager(s) by the Committee. All property and funds of the Trust Fund, including income from investments and from all other sources, shall be retained by the Trustee for the exclusive benefit of Employees, as provided in the Plan, and shall be used to pay benefits to Employees or their beneficiaries, or to pay expenses of administration of the Plan and Trust Fund to the extent not paid by the Employer, except as provided in Section 14.4.

10.4 Responsibility of Investment Manager(s): The Investment Manager(s) shall invest and reinvest only those assets of the Trust Fund delegated to it in writing by the Committee and shall not have exclusive management and control of any assets of the Trust Fund other than those specifically delegated to it by the Committee.

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ARTICLE XI

Limitations

11.1 (Reserved for future use.)

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ARTICLE XII

Guarantees and Liabilities

12.1 Non-guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

12.2 Rights to Trust Assets: No Employee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Employee out of the assets of the Trust Fund. Neither the Employer, the Trustee, nor any member of the Committee shall be liable to any Employee or beneficiary for benefits from this Plan, except for those payable from the Trust Fund in accordance with the terms of the Plan and the Trust.

12.3 Non-alienation of Benefits: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the unpaid Plan benefits or Trust assets shall be considered an asset of the Member in the event of his insolvency or bankruptcy.

Notwithstanding the foregoing, the Committee may approve payment to an alternate payee based upon any "qualified domestic relations order" as defined in Code Section 414(p), and such payment shall not be deemed prohibited alienation of benefits.

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ARTICLE XIII

Amendments

13.1 Right to Amend: The Employer reserves the right to make, from time to time, any amendment or amendments to this Plan which do not permit reversion of any part of the Trust Fund to the Employer, except as provided in Section 14.4 and which do not cause any part of the Trust Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Employees included in this Plan. In all cases, amendments to the Plan must be approved by the City Council.

ARTICLE XIV

Termination

14.1 Right to Terminate and Withdraw: The Employer may at any time terminate the Plan and require the Trustee to liquidate the Trust Fund. If, for any reason, the Employer shall cease to exist, the Plan shall terminate.

14.2 Allocation and Liquidation of Trust Fund: Upon termination of the Plan, the proportionate interests of the Employees of the Employer, and their beneficiaries, respectively, shall be determined by the actuary. The assets of the Trust Fund shall be liquidated and, after the provision is made for the expenses of administration, termination and liquidation, the assets shall be allocated to provide the accrued benefits of Employees and their beneficiaries in the following priority categories:

- (a) Pensions or other benefits in course of payment to retired Employees, and beneficiaries of deceased retired Employees and immediate Pensions for Employees who have reached their Normal Retirement Dates but have not retired.
- (b) Pensions deferred to Normal Retirement Date for Employees who have qualified for an Early Pension.
- (c) Pensions deferred to Normal Retirement Date for Employees who have qualified for a Deferred Vested Pension.

If the funds available in either of categories (a), (b) or (c) are determined to be insufficient to provide all such benefits, the funds and benefits shall be apportioned among the various persons, first in category (a), next in category (b), and next in category (c), in the same proportion as each person's accrued credits bear to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

- (d) If the cost of providing for the benefits, first in category (a), next in category (b), and next in category (c) is determined to be less than the total funds available, the balance will be similarly used to the extent available to provide Pensions deferred to Normal Retirement Date for all other Employees under the Plan at the time of termination of the Plan in proportion to the actuarial value of each such Employee's accrued credits, on an Actuarial Equivalent basis as determined by the actuary, as of the date of termination.

The benefit any such participant is entitled to receive under this Section shall be based on the Employee's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested, regardless of his age and years of Service on the date of termination of the Plan.

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14.3 Manner of Distribution: Any distribution after termination of the Plan may be made through the purchase of annuities from a duly licensed insurance company, as determined by the Committee.

In making such distribution, any and all determinations, appraisals, apportionments and allotments shall be made by the Committee acting under the information supplied by the actuary and shall be final and conclusive and not subject to question by any person.

14.4 Amounts Returnable to the Employer: In no event shall the Employer receive any amounts from the Trust, except such amounts, if any, as set forth below:

- (1) Upon termination of the Plan and notwithstanding any other provisions of the Plan, the Employer shall receive such amounts, if any, as may remain after the satisfaction of all liabilities of the Plan to its Employees and beneficiaries, and arising out of any variations between actual requirements and expected actuarial requirements.
- (2) In the event of a contribution made by the Employer by a mistake of fact, such contribution shall be returned to the Employer within one (1) year after payment thereof.

14.5 Limitations: (Reserved for future use.)

IN WITNESS WHEREOF, the Employer has caused this instrument to be executed in its name and on its behalf on this ____ day of _____, 2006, effective as stated herein.

CITY OF PLANO, TEXAS

By: _____
Title: _____

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Billing Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	<i>6/12/06</i>
Dept Signature:	<i>Mark Israelson</i>	City Manager	<i>[Signature]</i>	<i>6/15/06</i>
Agenda Coordinator (include phone #):		Nancy Rodriguez X7510		
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, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; APPROVING COOPERATION WITH OTHER CITIES WITHIN THE ATMOS ENERGY CORP., MID-TEX DIVISION DISTRIBUTION SYSTEM AS PART OF THE ATMOS CITIES STEERING COMMITTEE (ACSC); AUTHORIZING ACSC TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION; AUTHORIZING INTERVENTION AS PART OF ACSC IN ANY APPEAL OF THE CITY'S ACTION TO THE RAILROAD COMMISSION; PROVIDING A REQUIREMENT FOR A PROMPT REIMBURSEMENT OF COSTS INCURRED BY THE CITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION; 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 denies the request of Atmos Energy Corp., Mid-Tex Division, to request a third set of surcharges to be passed on to their customers in the City of Plano. This ordinance denies the 2005 surcharge request on the grounds that it does not comply with the law and is not reasonable. This request is also duplicative of the Company's Statement of Intent filing for the same period of time.				
List of Supporting Documents: Memorandum to City Council		Other Departments, Boards, Commissions or Agencies		

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MEMORANDUM

To: City Council
Through: Thomas H. Muehlenbeck, City Manager
From: Mark Israelson, Director Customer and Utility Services
Date: June 12, 2006

Purpose of the Ordinance:

Atmos Mid-Tex filed its third surcharge request under the Gas Reliability Infrastructure Program ("GRIP") statute, seeking to add additional surcharges on top of the 2003 and 2004 GRIP surcharges already approved by the Railroad Commission. The 2005 surcharges are \$0.51 on all residential customers, \$1.75 for commercial customers, and \$78.47 for industrial customers. If this third surcharge were to be approved, the total amount of surcharges resulting from the GRIP statute would be \$1.09/month for residential customers, \$3.68/month for commercial customers, and \$151.96/month for industrial customers. The ordinance denies the 2005 surcharge request on the grounds that it does not comply with the law and is not reasonable, and also because it is duplicative of the Company's Statement of Intent filing for the same period of time.

What is GRIP:

GRIP is piecemeal ratemaking and would be illegal under traditional ratemaking in the public interest. Atmos persuaded the legislature in 2003 to make an exception to the prohibition against piecemeal ratemaking to encourage increased investment in distribution pipe by allowing prompt recovery despite the possibility that increased revenues and declining costs would more than offset increased investment.

Observations on the Filing:

The following problems have been identified in this filing: (i) the capital structure and component costs used by Atmos do not represent Atmos Energy's costs, but are proxies based on TXU Gas' circumstances; (ii) the rate base amounts used show enormous and unexplained increases over the amounts in both 2003 and 2004 that are not shown to be reasonable; and (iii) the Statement of Intent filed today with the Commission and the Cities also includes Atmos' 2005 investment, making the 2005 GRIP filing unnecessary and creating the potential for double-counting and double-recovery for this investment.

Once the GRIP surcharge is in place, it is updated annually until the next general rate case; however, that next case can be delayed by the Company for more than five years. On May 31, 2006, the Company filed a Statement of Intent to increase its rates with the Railroad Commission and the Cities. The test year used for that filing is the calendar year ending December 31, 2005, which is the same period of time covered by this latest GRIP filing. Thus, the capital investment made by Atmos during 2005 is the subject of two proceedings – this GRIP filing and the Statement of Intent. Because the 2005 capital investment will be reviewed

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in the Statement of Intent filing, the GRIP filing for 2005 is superfluous, duplicative, and unnecessary.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph sets out the finding that the Company's request is unreasonable, duplicative, and unnecessary.

2. This paragraph authorizes participation in a Steering Committee and coordinated control over legal counsel and consultants.

3. This paragraph notifies the Company that the City expects reimbursement of its expenses associated with its review of the filing.

4. This paragraph authorizes the City to intervene in the Company's appeal of the ordinance to the Railroad Commission and in any related litigation.

5. This paragraph provides for an immediate effective date.

6. This paragraph cites conformance with the Open Meetings Act.

7. This paragraph directs that a copy of the signed ordinance be sent to a representative of the Company and a representative of the coalition of cities.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; APPROVING COOPERATION WITH OTHER CITIES WITHIN THE ATMOS ENERGY CORP., MID-TEX DIVISION DISTRIBUTION SYSTEM AS PART OF THE ATMOS CITIES STEERING COMMITTEE (ACSC); AUTHORIZING ACSC TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION; AUTHORIZING INTERVENTION AS PART OF ACSC IN ANY APPEAL OF THE CITY'S ACTION TO THE RAILROAD COMMISSION; PROVIDING A REQUIREMENT FOR A PROMPT REIMBURSEMENT OF COSTS INCURRED BY THE CITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 30, 2006, Atmos Energy Corp., Mid-Tex Division, (the "Company") filed with the City a request for an annual gas reliability infrastructure program ("GRIP") rate increase for customers on the Company's statewide gas utility system to be effective May 30, 2006; and

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company's request as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

WHEREAS, it is reasonable for the City to cooperate with other cities in a coalition of cities in opposition to the Company's filing at the Railroad Commission ("Commission"), said coalition being known as Atmos Cities Steering Committee ("ACSC"), in any appeal of the cities' actions to the Commission; and

WHEREAS, the Gas Utility Regulatory Act ("GURA") grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission; and

WHEREAS, the Texas Utilities Code § 103.022 provides that costs incurred by the City in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, counsel for ACSC, upon review of the Company's filing and upon consultation with various consultants, recommends finding that the Company's proposal is unjustified and unreasonable; and

WHEREAS, the Company has publicly stated that it will receive substantial profit in 2005 and that its expenses are substantially below those on which the GUD No. 9400 rates it is charging were based; and

WHEREAS, the Company's GRIP request fails to account for growth in numbers of customers, thereby undercounting the revenues it will receive from its proposed GRIP rate increase; and

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WHEREAS, the Company's GRIP request fails to recognize that GUD No. 9400 rates included profit based on TXU Corporation's capital structure rather than Atmos Energy Corp.'s current capital structure, which justifies a lower rate of return; and

WHEREAS, under the provisions of § 104.301 of GURA, the interim rate adjustment is subject to true-up in a general rate case filed within five years of the effective date of the interim rate surcharge; and

WHEREAS, the Company has, on May 31, 2006, filed a Statement of Intent to increase its distribution rates on a system-wide basis, using calendar year ending December 31, 2005, as its test year; and

WHEREAS, the capital investment made by Atmos during 2005 will be reviewed in the Statement of Intent filing, making the 2005 GRIP filing superfluous, duplicative, and unnecessary;

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

SECTION 1. That the Company's GRIP rate increase request is found to be unreasonable, superfluous, duplicative, and unnecessary, and is therefore denied in all respects.

SECTION 2. That the City is authorized to cooperate with other Cities within the Company's Distribution System that have formed ACSC to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary litigation associated with an appeal of a rate ordinance and the rate case filed at the Commission.

SECTION 3. That the costs incurred by the City in reviewing the Company's GRIP request shall be promptly reimbursed by the Company.

SECTION 4. That the City is authorized to intervene in any appeal of the City's action filed at the Commission and any related litigation, and to participate in any such appeal or litigation as a member of ACSC.

SECTION 5. This Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provide.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

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SECTION 7. A copy of this ordinance, constituting final action on the Company's application, be forwarded to the following:

Richard T. Reis
Atmos Energy Corporation
5420 LBJ Freeway, Suite 1800
Dallas, Texas 75240

Lloyd Gosselink Blevins Rochelle & Townsend
c/o Geoffrey Gay
P.O. Box 1725
Austin, Texas 78767-1725.

DULY PASSED and approved by the City Council of the City of Plano, Texas, on this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/12/06		Reviewed by Legal <i>pu</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>6/5/06</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 PROVIDING FOR THE MERGER OF THE CITY OF PLANO PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEES PLAN #2 INTO THE TEXAS MUNICIPAL RETIREMENT SYSTEM; PROVIDING AN EFFECTIVE DATE OF THE MERGER; AND ESTABLISHING A PLAN #3 FOR THE ACCOUNTS OF CERTAIN EMPLOYEES WHO DO NOT ELECT TO BE PART OF THE MERGER AND DESIGNATING AN ADMINISTRATOR FOR SUCH PLAN; APPROVING THE TERMS AND CONDITIONS OF THE MERGER AGREEMENT NECESSARY TO EFFECTUATE THE CHANGES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MERGER AGREEMENT; 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 approves an agreement with the Texas Municipal Retirement System to enroll the City's eligible part time employees into the Texas Municipal Retirement System. The TMRS System requires all positions that normally provide 1,000 or more hours per year to be participants. Currently those affected employees are participants in an OBRA account administered through ICMA Retirement Corporation, known as Plan 2. Approval of the Merger Agreement by all eligible employees will allow the transfer of their accounts in the TMRS. Those employees who fail to agree to the merger will have their OBRA accounts redesignated as PTS Plan #3.				
List of Supporting Documents: Actuarial Study by Segal		Other Departments, Boards, Commissions or Agencies n/a		

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THE SEGAL COMPANY
2018 Powers Ferry Road Suite 850 Atlanta, GA 30339-5003
T 678.306.3119 F 678.306.3190 www.segalco.com

Leon F. Joyner, Jr., FCA, ASA, MAAA, EA
Vice President
rjoyner@segalco.com

May 4, 2006

Mr. Eric W. Davis
Deputy Executive Director
Texas Municipal Retirement System
P.O. Box 149153
Austin, TX 78714-9153

Re: **Plano Part-Time Employees
Merger Study Results – REVISED**

Dear Eric:

As requested we have revised the actuarial study for the above merger. This study incorporates the following items.

- 1) We received data on 140 part-time active Plano employees as of November 4, 2005. Four of these employees were hired after September 28, 2005 and did not have salary included in the data. These individuals were excluded from the study. We do not believe that their omission produces a significant difference in the results.
- 2) The employees were granted current service credit for their part-time employment back to January 1, 1991. (Only four of the part-time employees were hired prior to that date, and their service was adjusted to exclude the time prior to 1991.) It was assumed that all individuals have had continuous service with Plano since the date of hire provided in the data (or January 1, 1991, if later). We expect that Plano will transfer enough assets into TMRS to cover the employee contributions of the participants. These have been added to the ESF for purposes of this study, and have been allocated to each person as account balances with a 0:1 match. We did not assume that any other monies would be deposited with TMRS.
- 3) After adding the information for the part-timers to the Plano active data, we reran the December 31, 2004 valuation for this City. The plan valued is a 7%, 2:1 plan with 5-year vesting and 20-year/any age eligibility. The new participants are assumed to receive 100% prior service credit.

Benefits, Compensation and HR Consulting ATLANTA BOSTON CHICAGO CLEVELAND DENVER HARTFORD HOUSTON LOS ANGELES MINNEAPOLIS
NEW ORLEANS NEW YORK PHILADELPHIA PHOENIX SAN FRANCISCO TORONTO WASHINGTON, DC

Multinational Group of Actuaries and Consultants BARCELONA BRUSSELS DUBLIN GENEVA HAMBURG JOHANNESBURG LONDON
MELBOURNE MEXICO CITY OSLO PARIS

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Mr. Eric W. Davis
 May 4, 2006
 Page 2

The following table presents the results of this study.

TENNESSEE MUNICIPAL RETIREMENT SYSTEM PLAN MERGER STUDY		
	Plan Pre-Merger	Plan Post-Merger
Assets and Unfunded Actuarial Liability		
1. Assets held by TMRS	\$262,169,460	\$262,701,686
2. Unfunded actuarial liability	54,850,326	55,374,430
3. Total	317,019,786	318,076,116
Actuarial Liabilities		
4. Actuarial liability for prior service benefits for		
a. Present members	21,744,358	22,268,250
b. Annuitants	16,611,384	16,611,384
5. Actuarial liability for current service benefits	278,664,044	279,196,482
6. Overfunded actuarial liability	0	0
7. Total	317,019,786	318,076,116
City Contribution Rates for 2006		
Retirement		
Normal Cost	10.13%	10.08%
Prior Service	2.65%	2.63%
Total	12.78%	12.71%
Supplemental Death	0.00%	0.00%
Total	12.78%	12.71%
Additional Information		
Period for amortizing unfunded actuarial liability	25 years	25 years
Date amortization period began	January 2006	January 2006
Number of Annuitants	323	323
Number of Members	2,464	2,600
Number of Contributing Members	1,958	2,094
Average Age of Contributing Member	42.5 years	42.5 years
Average Length of Service of Contributing Members	12.8 years	12.6 years

If we can be of further assistance please let us know.

Sincerely,

Leon F. (Rocky) Joyner, Jr. ASA, MAAA, EA
 Vice President and Actuary

cc: Terry Kendall
 Deborah Brigham

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ORDINANCE _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS PROVIDING FOR THE MERGER OF THE CITY OF PLANO PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEES PLAN #2 INTO THE TEXAS MUNICIPAL RETIREMENT SYSTEM; PROVIDING AN EFFECTIVE DATE OF THE MERGER; AND ESTABLISHING A PLAN #3 FOR THE ACCOUNTS OF CERTAIN EMPLOYEES WHO DO NOT ELECT TO BE PART OF THE MERGER AND DESIGNATING AN ADMINISTRATOR FOR SUCH PLAN; APPROVING THE TERMS AND CONDITIONS OF THE MERGER AGREEMENT NECESSARY TO EFFECTUATE THE CHANGES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MERGER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas, heretofore elected, under the provisions of Subtitle G, Title 8 of the Government Code of the State of Texas (hereinafter the "TMRS Act") to participate in the Texas Municipal Retirement System (hereinafter "the System") as to all of its departments except part-time, seasonal, and temporary employees of the City, and has, from time to time, amended and adopted various optional provisions of said subtitle regarding additional and increased benefits for employees of said City participating in said System; and

WHEREAS, those part-time employees of the City whose positions normally require more than 1,000 hours a year are members of and participate in the plan described as the City of Plano Part-Time, Seasonal, and Temporary Employees Plan #2 (hereinafter the "Plan") that is administered by the ICMA Retirement Corporation ("ICMA-RC"); and

WHEREAS, the City has determined that it is necessary to segregate into a separate plan ("PTS Plan #3") the accounts of any employees who presently have accounts in the Plan but who do not elect to approve the merger of the Plan into the System; and

WHEREAS, the City Council of the City of Plano, Texas finds that it would be in the public interest of the City to have all of the employees of all of its departments whose positions normally require more than 1,000 hours a year, including the members of the Plan, participate in the System, and that the Plan be merged into said System as hereinafter provided; and

WHEREAS, the City Council has been presented with a proposed Merger Agreement ("Merger Agreement") to accomplish the above, a substantial copy of which is attached hereto as Exhibit "A."

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

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Section I. An agreement merging the Plan into the System under substantially the terms and conditions contained in the Merger Agreement in Exhibit "A" is hereby authorized and approved.

Section II. Eligible employees must elect in writing to participate in the Merger on or before July 7, 2006. In the event that an eligible employee fails to consent in writing to this Merger Agreement prior to July 7, 2006, he or she will be deemed to have made an irrevocable election not to merge his or her account in the Plan into the System, and such person will cease to be a member of the Plan on July 31, 2006, and shall not receive any "creditable current service" or other benefits that are provided for in the Merger Agreement. The Council hereby authorizes and directs that the accounts of such persons immediately be transferred to the Part Time, Seasonal, and Temporary Plan "PTS Plan #3", which is hereby established as of July 31, 2006. PTS Plan #3 shall be administered by ICMA-RC as a "frozen plan" to which no further contributions by the participants or the City shall be made.

Section III. The City Council authorizes the City Manager or his authorized designee to execute any and all documents, including but not limited to those relating to the Plan and the Merger Agreement referenced in this Ordinance in order to effectuate the purposes of this Ordinance and to terminate the Plan and, if required, to establish PTS Plan #3.

Section IV. This ordinance shall become effective immediately upon its passage

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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MERGER AGREEMENT

The **CITY OF PLANO, TEXAS** (hereinafter "the City"), the **TEXAS MUNICIPAL RETIREMENT SYSTEM** (hereinafter "the System"), **THE CITY OF PLANO PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES PLAN 2**, and the members of the Plan who have elected to participate in this merger have mutually agreed and do hereby agree as follows:

A. Merger of Plan Into the System

1. Under the authority of and pursuant to the provisions of Subtitle G of Title 8, Texas Government Code (hereinafter "the TMRS Act") and particularly Section 855.604 thereof, the City of Plano Part-Time, Seasonal and Temporary Employees Plan #2 (hereinafter "the Plan") shall be merged into the System upon the terms and conditions set out in this Merger Agreement. This merger shall be effective on the 1st day of August, 2006 at 12:01 a.m., and the term "Effective Date of Merger" when used in this Agreement means such date and time, provided that this Agreement has been approved by the TMRS Board of Trustees prior to that date.

2. The merger of the Plan into the System is intended as a replacement and continuation of retirement and related benefits of the members of the Plan (none of whom have retired), and there shall be no gap or lapse in time or effect between coverage under the Plan and coverage under the System. The merger of the Plan into the System is intended as a termination of the Plan.

3. Terms and phrases used in this Agreement shall have the meanings defined in the TMRS Act, unless defined in this Agreement or unless the context clearly indicates a different meaning.

B. Members of the Plan; Members' Accounts and Service.

1. The persons listed on Exhibit "A" attached hereto and incorporated herein by reference are all of the members of the Plan on the Effective Date of Merger, and each has agreed in writing to the terms and provisions of this Agreement.

2. The City Secretary shall prepare and deliver to the System a certified list of the names and Social Security numbers of all persons who at the Effective Date of Merger are participating members of the Plan, along with a copy of such person's agreement to be bound by this Agreement and the amount of all contributions standing to the credit of each such member's individual account in the Plan at that date, the number of months of credited service which the person had with the City since establishment of the Plan on January 1, 1991 and prior to becoming a member of the System, and the compensation received by such person in each of the 36 months prior to January 1, 2006. Upon receipt of such certified list, and delivery to the System of the Plan assets as set forth below, the System shall deposit in each such person's individual account in the Employee Savings Fund of the System the amount of that person's individual account in the Plan, as shown on said list.

3. As of December 31, 2006, interest shall be allowed by the System on the amount transferred to each such person's account pursuant to subparagraph B.2 above, for the period intervening between date of transfer and the end of the year, at the

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rate allowed on the individual accounts of non-merger members of the System for the year 2006. For each year thereafter (and for the year 2006 as to any amounts already on deposit in such a person's individual account with the System prior to the Effective Date of Merger), interest shall be allowed and credited to such individual accounts in the manner and at the same rates as may be allowed on individual accounts of non-merger members.

4. Members of the Plan for whom accounts are transferred from the Plan to the System by virtue of this Agreement shall not be allowed "prior service credit" by reason of service to the City prior to becoming a member of the System, but each month of service performed by such person for the City since establishment of the Plan on January 1, 1991 and prior to becoming a member of the System shall be considered and treated as "creditable current service" with like effect as if the service had been performed had the person been a member of the System at the time of its performance; and the amount transferred to the individual account of each such person, pursuant to Paragraph B.2, above, shall be included in calculating the current service annuity of a member pursuant to Section 854.002 of the TMRS Act, along with the deposits made to that person's individual account by reason of service performed after becoming a member of the System.

5. The rights and obligations of persons who were members of the Plan and for whom creditable current service (as described in paragraph B.4) is granted by virtue of this Agreement and participation of the City, including eligibility for service retirement, a standard service retirement benefit upon a member so retiring, optional

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benefits, and the rights of vesting or deferred retirement, eligibility for disability retirement and the standard benefit payable therefore, death benefits payable by reason of the death of a member before or after retirement, termination of membership, and rights and consequences of withdrawal of member's deposits, shall be governed by the provisions of the TMRS Act, except as expressly modified by this Agreement. It is further understood and agreed that except as to the vested right of members of the System in the accumulated deposits in their respective individual accounts, the State of Texas retains the right and power to amend the laws pertaining to the System and the benefits payable under such laws, and nothing in this Agreement is intended in derogation thereof.

C. Transfer and Crediting of Plan Assets.

1. The assets of the Plan shall be converted to cash, and cash in the amount required to establish individual accounts for transferring members under Paragraph B.2, above, shall be transferred to the System and shall be deposited by the System in the individual accounts in the Employees Savings Fund of the System as described in that paragraph.

2. The money which is transferred to the System under the provisions of this Agreement shall become part of the general assets of the System, and shall be invested not as a separate trust, but in common with other assets and monies of the System, as authorized by the TMRS Act.

D. Termination of Plan on Merger.

1. On completion of the merger and transfer of money to the System, as above provided, the Plan shall cease to exist.

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2. It is further agreed that in the event the City elects to grant to its employees increased benefits or additional coverages which may be authorized by the TMRS Act as it now exists or as hereafter amended, such increases when granted shall be considered applicable to persons similarly situated who received service credit pursuant to this Agreement, without the necessity for amendment of this agreement.

E. Counterparts.

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all of the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Approved by the City of Plano, Texas on _____.

CITY OF PLANO, TEXAS

By : _____
Thomas H. Muehlenbeck,
CITY MANAGER

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Approved by the City of Plano, Texas on Behalf of the Plan on

THE CITY OF PLANO PART-TIME,
SEASONAL AND TEMPORARY
EMPLOYEES PLAN 2

By: _____

Thomas H. Muehlenbeck,
CITY MANAGER
On Behalf of Plan

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Approved by the TMRS Board of Directors on _____

TEXAS MUNICIPAL RETIREMENT
BOARD

By: _____

Name: _____

Title: _____

ATTEST:

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COUNTERPART TO MERGER AGREEMENT

I have reviewed the Merger Agreement and Ordinance No. _____ of the City Council, which are attached to this Counterpart.

I, _____ (*print name*) hereby agree to the terms of the Merger Agreement, which is attached hereto, to merge the PTS Plan #2 in which I have an account into the Texas Municipal Retirement System.

Date: _____

Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF _____)

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

Notary Public, State of Texas

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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: 6/12/06		Reviewed by Legal <i>JM</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>6/12/06</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 AMENDING ORDINANCE NO. 2005-11-14, CODIFIED AS ARTICLE XII, TEMPORARY SIGNS, OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, OF THE CITY OF PLANO CODE OF ORDINANCES BY AMENDING SECTION 6-492, REAL ESTATE SIGNS, TO PROVIDE ADDITIONAL RULES FOR OFF-SITE REAL ESTATE SIGNS; PROVIDING A PENALTY CLAUSE; A SEVERABILITY CLAUSE; A REPEALING CLAUSE; A PUBLICATION 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				
This item provides for the amendment of the temporary sign ordinance to allow off-site signs by amending Section 6-492, Real Estate Signs, to provide additional rules for off-site real estate signs. The ordinance shall be reviewed in twelve (12) months after seeking input from the Building Inspections Department regarding implementation, progress, review, and effectiveness of the new rules.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
See attached ordinance		n/a		

W-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2005-11-14, CODIFIED AS ARTICLE XII, TEMPORARY SIGNS, OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, OF THE CITY OF PLANO CODE OF ORDINANCES, BY AMENDING SECTION 6-492, REAL ESTATE SIGNS, TO PROVIDE ADDITIONAL RULES FOR OFF-SITE REAL ESTATE SIGNS; PROVIDING FOR PENALTY, SEVERABILITY, REPEALING, REVIEW, AND PUBLICATION CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2005, by Ordinance Number 2005-11-14, the City Council has enacted regulations regarding temporary signs in the City of Plano, which regulations are codified as Article XII, Temporary Signs, of Chapter 6 of the City of Plano Code of Ordinances that affect, in part, real estate signs; and

WHEREAS, the City Council was asked to consider revising the temporary sign ordinance to allow off site real estate signs under limits established by the City Council; and

WHEREAS, the City Council finds that many properties are uniquely situated and allowing off-site sale signs for visibility will assist an owner's ability to sell their home; and

WHEREAS, regulating off-site residential real estate signs affords the community a uniform and fair way to advertise and promote the sale of residential property while still requiring individual property owner approval for sign display and limiting sign display duration to short intervals to minimize disruption of aesthetic views and community values; and

WHEREAS, with adequate controls for temporary off-site real estate signs, the uniqueness and scenic beauty of the neighborhoods will be sustained and minimize any potential hazards for operators of motor vehicles in the City of Plano, and the regulations will advance the public health, safety and welfare of the City of Plano; and

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

Section I. The City Council amends Section 6-492, Real Estate Signs, of Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano as follows:

“Sec. 6-492. Real Estate Signs

Real estate signs may be erected in non-residential and residential zoning districts. Required setback shall be a minimum of eight (8) feet from the property line to eliminate visibility problems. On site sign size shall not exceed thirty-two (32) square feet with a maximum height of fifteen (15) feet and shall be limited to one per lot. An on-site real estate sign shall be removed upon the sale or lease of the property.

An off site real estate sign size is limited to eight (8) square feet with a maximum height of thirty (30) inches and may be placed on residential property with the consent of

W-2

the owner. Temporary off site real estate signs will only be allowed from 9:00 a.m. on Saturday to 6:00 p.m. on the following Sunday in the same weekend. Temporary off site real estate signs shall not be displayed on weekdays.

Real estate signs advertising the lease of individual units in multifamily districts shall be allowed upon issuance of a Certificate of Occupancy for a period not to exceed one year.”

Section II. The City Council shall review this Ordinance twelve (12) months following passage for the purpose of seeking input regarding its implementation, progress, and effectiveness.

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

Section VII. This ordinance shall become effective immediately upon its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



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: 6/12/06		Reviewed by Legal <i>JM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Property Standards		Initials	Date
Department Head	Cynthia O'Banner	Executive Director	<i>[Signature]</i>	6/5/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/06
Agenda Coordinator (include phone #): Cynthia O'Banner – 5362				
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 SECTIONS 12-114, PARKING OF TRUCKS, TRACTORS, ETC. IN RESIDENTIAL DISTRICTS, AND 12-115, PARKING OF CERTAIN EQUIPMENT IN CERTAIN ZONING DISTRICTS, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE, A SAVINGS 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				
This item provides for the amendment of the ordinances restricting parking of trucks, tractors, trailers, boats and similar equipment in residential districts.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
See attached ordinance		n/a		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTIONS 12-114, PARKING OF TRUCKS, TRACTORS, ETC. IN RESIDENTIAL DISTRICTS, AND 12-115, PARKING OF CERTAIN EQUIPMENT IN CERTAIN ZONING DISTRICTS, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, in Sections 12-114 and 12-115 of Chapter 12 of the City Code, the City Council of the City of Plano provided restrictions for parking of trucks, tractors, and other equipment in residential districts within the city limits of the City of Plano, in order to provide for the safety of the general public within the area; and

WHEREAS, the City Council of the City of Plano wishes to simplify the original restrictions and amend Sections 12-114, Parking of Trucks, Tractors, etc. in Residential Districts, and 12-115, Parking of Certain Equipment in Certain Zoning Districts.

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

Section I. Section 12-114 of Chapter 12 of the City of Plano Code of Ordinances is hereby amended to read verbatim as follows:

“Sec. 12-114. Parking of trucks, tractors, etc., in residential districts.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Boat trailer means a trailer or ~~semitrailer~~ semi-trailer which is designed and constructed to carry a sailboat, motorboat or other vessel used upon any body of water.

Bus means every motor vehicle designed for carrying more than ten (10) passengers and used for the transportation of persons, and every motor vehicle other than a taxicab, designed and used for the transportation of persons for compensation.

Farm tractor means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry.

House trailer means a trailer or semitrailer semi-trailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place (either permanently or temporarily) and is equipped for use as a conveyance on streets and highways, and shall include those vehicles commonly known as recreational vehicles.

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Implement of husbandry means every vehicle designed and adapted for use as a farm implement, machinery or tool as used in tilling the soil, but shall not include any passenger car or truck.

Motor home means every vehicle designed, constructed and equipped as a dwelling place, living abode or sleeping place (either permanently or temporarily) and equipped for use as a conveyance on streets and highways.

Pole trailer means every vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

Semitrailer Semi-trailer means every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

Special mobile equipment means every vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, included but not limited to ~~ditchdigging~~ ditch digging apparatus, well-boring apparatus and road construction and maintenance machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, ~~levelling~~ leveling graders, finishing machines, motor graders, road rollers, ~~scarifiers~~ scarifies, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

Trailer means every vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight and that of its load rests upon or is carried by another vehicle.

Truck means every motor vehicle designed, used or maintained primarily for the transportation of property.

Truck tractor means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

(b) *Purpose.* The city council hereby declares its purpose in enacting this section to be:

- (1) To reduce hazardous traffic conditions in any area classified as a residential district by the comprehensive zoning ordinance of the city by prohibiting the

parking or standing on any public street, alley, or right-of-way between alleys and streets within any such area of commercial, motor and recreational vehicles and trailers as defined in this section; to preserve the character of such residential districts; and to protect and further the peace, safety, welfare and good order of the city; and

(2) To reduce hazardous nighttime driving conditions in any area classified as other than a residential district by the comprehensive zoning ordinance of the city by prohibiting the parking or standing on any public highway, street or alley within any such area of vehicles, trailers and motor homes as defined in this section, during nighttime hours.

(c) *Restricted areas and times.*

(1) *Single-family, two-family, multi-family dwelling districts.* It shall be unlawful for any person to park or stand or to allow any motor home, bus, trailer, boat trailer, ~~semitrailer~~ semi-trailer, pole trailer, truck tractor, house trailer, special mobile equipment, farm tractor or implement of husbandry to park or stand upon any public street, highway, alley or public right-of-way between any street and alley, within any part of the city classified by the comprehensive zoning ordinance of the city as a single-family dwelling district, two-family dwelling district, or multi-family dwelling district. It shall be unlawful for any person to park or stand or allow any vehicle to park or stand upon any public street, highway, alley or public right-of-way between any street and alley within a residentially-classified district where a portion of the vehicle or any accessory attached to the vehicle extends more than ninety-five (95) inches into the roadway as measured from the face of the curb adjacent to said vehicle. This subsection shall not prevent the parking or standing of the above-described vehicles and/or trailers upon any public street, highway or alley in any such zoned area, for the purpose of expeditiously loading and unloading passengers, freight or merchandise, but not otherwise.

(2) *Other districts.*

- a. It shall be unlawful for any person to park or stand or to allow any truck with a rated capacity in excess of three-quarters of a ton according to the manufacturer's rated classification or any motor home, bus, trailer, ~~semitrailer~~ semi-trailer, pole trailer, truck tractor, house trailer, special mobile equipment, farm tractor or implement of husbandry to park or stand upon any public street, highway, alley or any public right-of-way between any street and alley, within any part of the city classified as any district other than one set out in subsection (c)(1) of this section, at any time from 8:00 p.m. until 7:00 a.m. In addition, such vehicles shall not be allowed to park or stand upon any public street, highway, alley, or any public right-of-way between any street or alley within five hundred (500) feet of a lot containing a

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single-family, two-family or multi-family residence at any time unless in the process of loading or unloading passengers, freight or merchandise.

- b. It shall be unlawful for any person to park or stand or to allow any vehicle described in paragraph a, above to park or stand for any time frame of more than four (4) continuous hours ~~at any time from 8:00 p.m. until 7:00 a.m. on parking lots or other private property in any zoning district except Light Industrial-1 and Light Industrial-2. In addition, such vehicles shall not be allowed to park or stand within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence at any time from 8:00 p.m. until 7:00 a.m. on parking lots or other private property in any zoning district. Parking is limited to one (1) continuous hour in duration when allowed, even if the vehicle is moved up to five hundred (500) feet from its original location, except in Light Industrial-1 and Light Industrial-2 zoning districts where vehicles may be parked longer unless within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence. Vehicles in the process of loading or unloading passengers, freight or merchandise in a designated loading area, and delivery and other vehicles used by tenants or occupants of the property are exempt from these regulations, as are vehicles operated by registered guests on a property providing commercial overnight lodging. Parked vehicles shall not have engines running unless they are in the process of loading or unloading, or are parked in Light-Industrial-1 and Light-Industrial-2 zoning districts and not within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence.~~”

Section II. Section 12-115 of Chapter 12 of the City of Plano Code of Ordinances is hereby amended to read verbatim as follows:

‘Sec. 12-115. Parking of certain equipment in certain zoning districts.

- (a) It shall be unlawful for an owner, occupant or person in charge of property zoned as a single-family dwelling district, two-family dwelling district, or multifamily dwelling district to permit the parking, standing or storing of house trailers, mobile homes, motor vehicles, trucks, truck trailers, passenger motor vehicles, motor homes, camper cabins, motorcycles, trailers, or boats, ~~farm machinery or similar equipment~~ upon the property without locating same on a standard driveway or other asphalt or concrete surface; ~~except that any truck or truck tractor exceeding one and one-half (1 1/2) tons capacity may not be parked, left standing or stored on the property.~~

(b) The following vehicles may not be parked, left standing or stored between any portion of the residential dwelling and any right-of-way line in a residential zoning district:

- 1) Any truck or truck tractor exceeding one and one-half (1-1/2) tons capacity used solely for commercial purposes.
- 2) commercial vehicle that measures more than 20' long, 7' high or 7' wide
- 3) race car, dune buggy, farm equipment or other similar vehicle not designated for street operation.

(c) Any person, firm, or corporation violating any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, be subject to a fine not exceeding five hundred dollars (\$500.00) for each offense, and each and every day or portion thereof that such violation shall continue shall be deemed to constitute a separate offense.

(d) The city manager or his designee(s) is hereby authorized to enforce the provisions of this section.”

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section V. All provisions of the ordinances of the City of Plano, codified or uncoded, 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 uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

Section VII. This ordinance shall become effective immediately upon its passage and publication as required by law.

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

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Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/12/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	6/5/08	
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):			Irene Pegues (7198)	<i>[Signature]</i>	

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

CAPTION

Amending Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the Code Ordinances of the City of Plano, Texas, by adding a new Section 12-258, Quiet Zones, to designate the Kansas City Southern Railroad crossings at Ohio Drive and Coit Road as quiet zones, providing a penalty clause, a severability clause and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

The Federal Railroad Administration adopted rules allowing the establishment of Quiet Zones in April 2005. Staff has been working with the KCS to establish quiet zones at all rail crossings in Plano. KCS recently completed the installation of a constant warning device at the Ohio Drive crossing. One already was in service at the Coit Road crossing. The City has installed barrier curbs at both crossings. The attached ordinance will establish a quiet zone at Ohio Drive and Coit Road, thus requiring that trains not sound their horns prior to the crossing. The trains may sound their horns in case of mechanical failure or emergencies.

List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies N/A
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ARTICLE IX, RAILROADS, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CODE ORDINANCES OF THE CITY OF PLANO, TEXAS, BY ADDING A NEW SECTION 12-258, QUIET ZONES, TO DESIGNATE THE KANSAS CITY SOUTHERN RAILROAD CROSSINGS AT OHIO DRIVE AND COIT ROAD AS QUIET ZONES, PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 471.006 of the Texas Transportation Code permits the governing body of a municipality having a population of at least 5,000 to regulate by ordinance the ringing of bells and blowing of whistles and sirens within its limits; and

WHEREAS, federal law requires that the lead locomotive of a train sound its horn repeatedly when approaching a public highway-rail grade crossing until the train occupies the crossing; and

WHEREAS, the Federal Railroad Administration has established a process for municipalities and other public authorities to follow to create quiet zones at designated railroad crossings within corporate city limits; and

WHEREAS, once a quiet zone has been created in accordance with this process, supplementary safety measures have been installed at the crossing and the railroad has been notified of the quiet zone implementation, the railroad shall cease routine use of the locomotive horn at all public highway-rail grade crossings within the quiet zone; and

WHEREAS, the City Council of the City of Plano, Texas desires to create quiet zones at certain railroad crossings located in the City limits and hereby finds and determines that the establishment of these quiet zones is in the best interest of the City of Plano and its citizens.

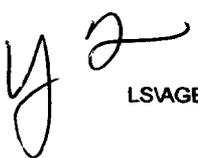
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:

Section I. Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the City Code of Ordinances is hereby amended by adding Section 12-258, *Quiet Zones*, to read as follows:

"Sec. 12-258. Quiet Zones

(a) Definitions.

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this section:



City Engineer means the City Engineer for the City of Plano or his/her duly authorized representative.

Highway-rail or grade crossing means any street or highway crossing over a line of railroad at grade.

Locomotive horn means a train-borne audio warning device including a horn, bell, whistle or siren meeting standards specified by the United States Secretary of Transportation.

Quiet Zone means a segment of rail line, within which is situated one or a number of consecutive public highway-rail crossings at which locomotive horns are not routinely sounded.

Supplemental safety measure (SSM) means a safety system or procedure at a highway rail or grade crossing that is determined by the Federal Railroad Administration and/or the United States Secretary of Transportation to be an effective substitute for the locomotive horn in prevention of highway-rail casualties that fully compensates for the absence of the warning provided by the locomotive horn. A traffic control arrangement that prevents careless movement over the crossing (e.g., as where adequate median barriers prevent movement around crossing gates extending over the full width of the lanes in the particular direction of travel), and that conforms to the standards prescribed by the United States Secretary of Transportation under the Swift Rail Development Act of 1994, Public Law 103-440, as amended, shall be deemed to constitute supplemental safety measures. The following do not, individually or in combination; constitute supplemental safety measures within the meaning of this definition: standard traffic control devices or arrangements such as reflectorized crossbucks, stop signs, flashing lights with gates that do not completely block travel with the line of railroad or traffic signals.

(b) Quiet Zone Establishment Process.

(i) The City Council of the City of Plano, in accordance with applicable federal and state law, may designate certain highway-rail or grade crossings located within the corporate city limits of the City of Plano as quiet zones. Except as required in an emergency situation, or as otherwise allowed by federal law, the engineer or person in charge of a railroad locomotive shall not sound the railroad locomotive horn within 1,320 feet of any grade crossing located within a designated quiet zone in the City limits of the City of Plano.

(ii) The City Engineer shall be responsible for all procedures and notifications required to create a quiet zone under applicable state and federal law, including, but not limited to: filing the Notice of Intent with the appropriate state authorities and affected railroad companies; designing, implementing and obtaining approval of the supplementary safety measures for the designated quiet zone; obtaining City Council approval of all quiet zone locations; and preparing and filing the Notice of Enactment with the Federal Railroad Administration, state authorities and designated railroad companies.

(c) Quiet Zones; Whistle ban at selected locations.

(i) The following highway-rail or grade crossings located within the corporate city limits of the City of Plano, Texas, are designated as quiet zones:

- Ohio Drive at the Kansas City Southern Railroad;
- Coit Road at the Kansas City Southern Railroad.

(ii) It shall be unlawful for the engineer or person operating in charge of a railroad locomotive to sound the horn or cause the same to be done within 1,320 feet of any highway-rail or grade crossings located within a designated quiet zone by the City of Plano.

(iii) It shall be an affirmative defense to prosecution under this section when in the sole judgment of the engineer, there is imminent danger of an accident; there is a need to announce the approach of the train to roadway workers; or when active warning devices have malfunctioned."

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section III. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence or clause or phrase of this ordinance.

Section IV. This Ordinance shall become effective July 24, 2006, and after publication as required by law.

DULY PASSED AND APPROVED THIS THE _____ DAY OF JUNE, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input 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:	6/12/06	Reviewed by Legal <i>sc</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>JAM</i>	<i>6/5/06</i>
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 74 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		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 74 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 74;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 74 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 74 as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 12th day of June, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: May 16, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of May 15, 2006

**AGENDA ITEM NO. 7 - PUBLIC HEARING
COMPREHENSIVE PLAN REVISION
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to amend the Parks and Recreation Element of the Comprehensive Plan.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 12, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

SS/pp

xc: Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 15, 2006

Agenda Item No. 7

Public Hearing: Comprehensive Plan Revision

Applicant: City of Plano

DESCRIPTION:

Request to amend the Parks and Recreation Element of the Comprehensive Plan.

REMARKS:

This update of the Parks and Recreation Element continues with the more visionary, less detailed format established in 2004. It is the fifth element to be updated since the new format was instituted.

The updated Parks and Recreation Element is organized around three "Major Themes:" (1) Livable City, (2) City of Organized Development, and (3) City in Transition. A section of this document is devoted to each of the major themes. Each section includes key factors relating to the theme with objectives and strategies to address them.

This update presents the current trends and issues of parks and recreation services and facilities in Plano. The last revision of the element was adopted in November 2000. The demographics and development trends of the city have changed since that time. Several major park facilities have been completed, and new projects are underway. Some of the key components of this update are:

- Parks as Community Gathering Places - Social interaction with others is very important. The Parks and Recreation Department has park lands and facilities that provide opportunities for people to gather together for interaction. This update emphasizes improvements that enhance neighborhood parks to serve as neighborhood gathering places.
- Open Space - The city's parks provide relief from the built environment. Though most of Plano is developed, the city should continue its efforts to acquire land to preserve natural open spaces.

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- Parks as Urban Design Component - The park system has been incorporated into the urban design framework of the city. The city's park lands preserve natural areas adjacent to creeks and land with topography. The linear parks provide connections between the neighborhoods, public facilities, and parks.
- Completion of the Parks System - Although most of the city's parks system has been completed, there are still some major acquisitions that remain. Since most of the land within Plano has been developed, the city will be competing with private development to purchase land.
- Changing Demographics - Plano's population is changing. City residents are aging, and the population is becoming more diverse. Changing demographics affect demands for desired park facilities and services.
- Changing Recreation Needs - Due to the city's changing population, Plano is providing facilities for unique activities and altering plans for future facilities. The city will need to closely monitor the impact of changing demographics on service and facility demands.
- Expansions versus Maintenance - One of the challenges for Plano's future will be leveling of revenues from the reduction in new development. It will be important to strike a balance between use of funds for maintenance of the existing facilities and park expansion.
- Sharing/Privatization/Innovation - Sharing of facilities with other local jurisdictions, reliance on the private sector for provision of services, and using innovative operations will be the keys to success in the provision of parks and recreational services in the future.
- Park Facilities as Revenue Sources - One way to address diminishing finances for service provision is to use parks and recreation facilities as revenue sources. This may require investment at first to upgrade park facilities to host major events and national tournaments. Use of park facilities for special events will impact availability of use to Plano residents at certain times.

Park Master Plan

The Park Master Plan is a part of the Parks and Recreation Element. This document is a map showing the approximate location of existing and proposed park facilities. The plan has been updated to show the current status of trails, parks, facilities, and plans for future expansion.

The text and Park Master Plan have been reviewed by the Parks Planning Board and recommended for approval.

RECOMMENDATION:

Recommended for approval as submitted.

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COMPREHENSIVE PLAN PARKS AND RECREATION ELEMENT

PURPOSE

The purpose of the Parks and Recreation Element is to provide a general, visionary document to guide decision makers regarding issues related to parks and recreation facilities. The element identifies the key factors, trends, and issues affecting parks and recreation and establishes objectives and strategies to address them. It also includes a Master Plan for parks that identifies existing properties and facilities and general locations for future facilities.

MAJOR THEMES

Theme I – Livable City

The City of Plano is nationally recognized for the provision of excellent services and facilities. Livable city focuses on the attributes of the parks and recreation system that enhance the quality of life of the city.

Theme II – City of Organized Development

The Parks and Recreation Department has a wide range of properties and facilities throughout the city. The City of Organized Development section defines the components of Plano's parks and recreation system and establishes a framework for its development.

Theme III – City in Transition

The City in Transition section is all about change. Most of the land in the city has been developed. The composition of Plano's population is changing. This section of the element will explore how changes in the city's population and development trends will impact service provision, facility requirements, funding, and property acquisition.

THEME I – LIVABLE CITY

Recreational Opportunities

The City of Plano provides a wide range of active and passive recreational facilities for its residents. One can enjoy a scenic nature preserve; hike or bike along an extensive trail system; play in an organized athletic league; or work out in a weight room. Plano's parks and recreation facilities are designed to support active healthy lifestyles and enhance the community's visual appearance. The city should continue to explore options to acquire and develop park facilities that are in close proximity to residential areas. These facilities should be consistent with the park hierarchy described in Theme II.

Community Gathering Places

Social interaction is a critical consideration when developing a city. Parks and recreation facilities near residential areas provide a place for people to gather and interact in formal and informal settings. The recreation centers have rooms that can be used to host formal meetings for organizations. Water features, park benches, picnic areas, and pavilions are amenities that can encourage informal social interaction. The city should emphasize the importance of parks and recreation facilities as "community building" tools that bring people together in a variety of settings.

Open Space

Abundant open space within a city enhances quality of life. Open spaces such as parks and natural areas provide relief from the built environment. Some of Plano's parks and natural areas offer scenic vistas for people traveling along the major travel routes of the city. Landscaped medians and rights-of-way often enhance and extend the feeling of open space in the community. Plano's nature preserves are a source of the city's heritage and a glimpse of how the area may have appeared before human settlement. They also provide an opportunity to connect with and learn about the natural environment and ecologically-sensitive areas. Although opportunities are limited, the city should continue its efforts to acquire and utilize properties that preserve natural features and make them available to the community.

Parks as an Urban Design Component

The locations of park facilities in Plano have been incorporated into the urban design framework of the city. Linear parks preserve the city's natural areas adjacent to creek corridors and link schools, recreational facilities, and residential neighborhoods. Trails within linear parks connect with on-street bicycle routes and to trails in adjacent cities to serve as an alternative transportation network within the area. Parks located near schools in the heart of Plano's residential neighborhoods serve as community gathering places. Nature preserves protect the wooded areas of the city that are located within the floodplains of major creeks.

Objectives for Theme I - Livable City

- **Objective A.1** Encourage healthy lifestyles through the provision of recreation facilities and activities.
- **Objective A.2** Provide places for social interaction and community gatherings.
- **Objective A.3** Provide for relief from the built environment through the acquisition and maintenance of open areas and natural settings.

Strategies for Theme I - Livable City

- **Strategy A.1** Develop and maintain a comprehensive system of park, recreational, fitness, athletic, and sports facilities and programs that keeps pace with the city's changing demographics.
- **Strategy A.2** Provide for indoor and outdoor facilities that support formal gatherings and organized events.
- **Strategy A.3** Design and locate park facilities that encourage informal gatherings. Elements such as water features, pavilions, seating areas, and courtyards can help bring people together.
- **Strategy A.4** Provide open spaces, trails, and other facilities that support informal activities.
- **Strategy A.5** Provide park areas that create scenic vistas from major routes of travel in the city.

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THEME II – CITY OF ORGANIZED DEVELOPMENT

Park Hierarchy and System Planning

Plano's park and open space system consists of five classifications: neighborhood parks, linear parks, community parks, open space preserves, and special use areas. The city also has standards based on population that have been used to determine the amount of park land, number of park facilities, athletic fields, and recreation facilities required to meet the demand of Plano's projected population.

Appendix A provides a listing of parks by classification. Appendix B is a general list of amenities found within the different classifications of parks.

Neighborhood Parks

A total of 31 neighborhood parks serve Plano's residential areas with a variety of passive and active recreational places. These parks are typically seven to ten acres in size and serve the typical residential neighborhoods found throughout the city. This neighborhood setting is characterized by a land area of approximately one square mile bounded by six-lane divided thoroughfares with school and park sites near the center, low-density housing on the interior, medium- and high-density housing along the edges, and office and retail operations at the intersections of the major thoroughfares where they serve other neighborhoods as well.

Wherever possible, neighborhood parks have been combined with elementary schools to maximize the use of both facilities. Combined neighborhood parks and schools provide for shared parking, ball fields, playgrounds, and other facilities. This helps the parks better serve as gathering places for the residential neighborhoods.

Neighborhood parks can play an important role in urban design. They function as activity centers and focal points for neighborhoods. (See Urban Design Element.) One of the issues for neighborhood parks is making these facilities more appealing. The Parks and Recreation Department is addressing this issue by continuing to plant large trees to improve shade throughout the park system and studying other ways to make the neighborhood parks more inviting and amenable to serve group activities.

Linear Parks

The city has 14 linear parks that serve as links between residential areas, schools, libraries, and other park facilities. They also provide practical alternatives for land that would otherwise go unused. Linear parks are located within creek corridors, major utility easements, street rights-of-way, and rail corridors. They provide breaks in the urban development pattern, conserve ecologically-unique areas, and provide long stretches of open space and recreational trails. (See Transportation Element.) Some greenbelts lack land outside of the floodplain. As a result, they are often unusable during rainy periods and their slopes limit recreational activities within them. Additional land, where possible, should be acquired along creek corridors to enhance the usability of linear parks.

Community Parks

There are 22 community parks in Plano. They are usually 25 or more acres in size and serve a larger geographic area or specific community needs. Community parks have active and passive recreational facilities and may also contain large passive open space areas suited to recreational trails and picnic areas beyond what is found in a neighborhood park. They also provide visual breaks in Plano's urban setting, particularly

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when located along major thoroughfares. Many community parks are contiguous to linear parks that connect them with residential neighborhoods. Community parks frequently contain major lighted athletic facilities used for scheduled leagues and tournaments. Community parks may also contain recreation centers and are usually located adjacent to senior high schools, high schools, and middle schools. As demand continues to grow for features such as dog parks, skate parks, and other emerging recreation activities, community parks will most likely be used to provide these services. New facilities will need to be carefully located and designed so that they do not conflict with existing uses and facilities at a given park or adjacent development.

Open Space Preserves

Open space preserves serve active and passive recreational needs and provide for cultural activities as well. These facilities preserve ecologically-sensitive areas and provide opportunities for interaction with the natural environment. Therefore, any improvements at these parks must be carefully integrated into the environment, and intensive uses such as athletic facilities should not be included. There are three open space preserves in Plano. Arbor Hills Nature Preserve in western Plano, along with Bob Woodruff Park and Oak Point Park and Nature Preserve in eastern Plano, serve as open space preserves. In addition to public open spaces, Connemara, a private regional nature preserves, provides permanent open space in north central Plano.

Special Use Areas

Special use areas are varied and unique in size, use, and design. These areas include facilities such as museums, cemeteries, memorials, and urban plazas. This classification also includes parks that do not readily fit within the other park categories such as tennis centers and facilities located on school property. There are 11 special use areas in Plano.

Golf Courses

The provision of municipal public golf courses is common with cities throughout the United States. The City of Plano has two golf courses. The city owns and operates the 18-hole Pecan Hollow Golf Course. Ridgeview Ranch Golf Course was built on city park land by a private developer and is operated under a long-term lease agreement. This relationship allowed the city to provide a second 18-hole golf course to the public without incurring the initial expense of constructing the course.

Completion of the Parks System

The City of Plano currently has over 3,830 acres of park lands. Acquisition of park land is nearing completion as the city needs an additional 262 acres to serve a population of 270,000 people. This acreage is based on national standards (15 acres per 1,000 population) and community input. However, there are some remaining tracts of land that are critical to the overall park system including two key community park locations.

These facilities will provide open space in areas of Plano that are currently underserved. One of these proposed community parks is approximately 100 acres along White Rock Creek adjacent to the intersection of Spring Creek Parkway and Windhaven Parkway. The second location consists of approximately 60 acres near the intersection of Alma Drive and Park Boulevard. Acquisition of these sites will provide a more balanced distribution of park land throughout the city and should be completed at the earliest possible date. Table 1 on the next page contains park land projections while Table 2 is a projection of needed parks and recreation facilities.

Table 1
Park Land Projections

	Current		Projected Needs for Build-out Population of 270,000	
	No.	Acres	No.	Acres
City-wide Open Space Preserves	3	1,324.13	3	1,350.00
Community Parks	22	1,120.65	23	1,275.00
Golf Courses	2	461.06	2	461.06
Linear Parks	14	629.27	14	700.00
Neighborhood Parks	31	249.13	32	260.00
(Neighborhood Parks within other Parks)	*(24)	*(168)	*(24)	*(168)
Special Use Parks	11	46.57	11	46.57
TOTAL	83	3,830.81	85	4,092.63

Current and projected park land acres exceed 15 acres per 1,000 population.

* These numbers are already included in totals for other parks.

Source: City of Plano Parks and Recreation Department

The other remaining acquisitions primarily relate to the trail and greenbelt system. Undeveloped land is disappearing quickly. It will be critical to acquire additional creek corridors as development occurs to complete Plano's trail connections. These remaining properties will also facilitate connections to trail systems in adjacent cities.

Despite the city's best efforts to plan in advance for the long-term recreational needs of the community, unexpected opportunities and challenges will arise. Flexibility will be critical as changing demographics and other trends place unexpected demands on the city's recreational assets. The city should strongly consider opportunities that may arise to acquire land, buildings, or other facilities that will address new recreation demands or further the preservation of open space.

In contrast, the city may be asked to assume ownership and/or maintenance of private amenities such as swimming pools and common areas in residential subdivisions. In most cases these facilities are not appropriately designed, located, and sized to meet the requirements for public facilities. Although such facilities may be a financial burden to a homeowners associations, the city should not accept such donation merely to relieve another entity of a financial burden.

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Table 2
Park and Recreation Facility Projections

Facility	Current	Projected Needs for Build-out Population of 270,000
Amphitheaters	1	1
Athletic Fields:		
Ball Fields	64	79
Cricket Pitches	7	8
Turf Sports Fields*	99	115
Championship Youth Ball Parks	1	1
Dog Parks	1	3
Frisbee Golf Holes	9	18
Golf Courses:		
No. of Holes	36	36
Group Camping Area	0	1
Park Centers	0	1
Performance Theaters	2	2
Playgrounds	60	63
Recreation Centers:		
School-Based	2	1
Stand-Alone	4	5
Recreational Trail Miles	50	75
Reservation Pavilions	10	14
Sand Volleyball Courts	5	11
Senior Citizen Centers	1	1
Skate Parks	0	2
Swimming Facilities:		
Indoor	3	5
Outdoor	3	4
Tennis Facilities:		
Tennis Center Courts	21	21
School Courts Lighted	30	60
School Courts Unlighted	54	24

* Turf sports fields are used for football, soccer, lacrosse, rugby, and other similar sports.

Source: City of Plano Parks and Recreation Department

Objectives for Theme II - City of Organized Development

- **Objective B.1** Provide for a wide range of passive, active, formal, and informal recreation activities in appropriate locations across the city.
- **Objective B.2** Use neighborhood parks as a focal point and activity centers for Plano's residential areas.
- **Objective B.3** Use linear parks to link key public and private activity centers with residential areas.

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Strategies for Theme II - City of Organized Development

- **Strategy B.1** Develop and maintain a comprehensive program of parks and recreation facilities based on the park classification system and master plan that includes current facilities and approximate locations for future facilities.
- **Strategy B.2** Acquire remaining properties to complete the trail system within Plano and link with systems in other cities.
- **Strategy B.3** Prevent unnecessary demands on park and recreation resources by refusing private donations of open space or facilities that do not conform to the objectives and strategies of the Comprehensive Plan or address unanticipated gaps and shortages in the system.
- **Strategy B.4** Strongly consider the acquisition of land, buildings, and other facilities not specifically identified in the Parks and Recreation Element, if they can meet changing needs of the city.

THEME III – CITY IN TRANSITION

Changing Demographics

Demographic data for Plano from the U. S. Census Bureau indicates that the city's population is changing. The percentage of the population that identified themselves as a member of a minority ethnicity or race has increased from 8.5% in 1980 to 27.8% in 2000. Foreign-born populations are increasing in Plano and many American suburbs.

Many immigrants now move directly to the suburbs rather than central cities like Dallas to take advantage of the educational and economic opportunities found there. Plano residents born outside of the United States increased from 7.5% in 1990 to 17.1% in 2000. Another national trend is an aging population. This trend is also on the rise in Plano where the median age increased from 27.4 years in 1980 to 34.1 years in 2000. It is projected that by 2020, almost 50% of the city's residents could be over the age of 45 years.

The city should continue to monitor demographic and social trends of its residents as they will impact the type of facilities and services the Parks and Recreation Department provides. The U.S. Census Bureau has created a new demographic tool, the American Community Survey, which will provide more up-to-date demographic information than the current ten-year census counts. Beginning in the fall of 2006, Plano should receive updated demographic data on an annual basis. It will also be important to continue to learn about changing expectations and values of the city's population through local research.

Changing Recreation needs

Changing demographics impact parks and recreation programming and facilities. Plano is now providing and/or preparing for the provision of services/facilities that it may not have considered ten years ago. Plano now has cricket pitches, a dog park, and is planning for an outdoor skate park. There is also a growing demand for table tennis facilities. Soccer fields are now used to host lacrosse and rugby matches. At the same time, interest in traditional athletic activities such as baseball, basketball, football, soccer, softball, and volleyball has not waned. The Parks and Recreation Department is trying to provide facilities to accommodate the new sports along with the traditional activities.

Senior centers offer programs and facilities that are uniquely designed for mature adults. However, industry trends and feedback from older residents suggest that they no longer desire a facility separate from the general population. They wish to recreate in facilities that serve all ages of the community. Due to this trend, a second recreation facility dedicated solely to senior citizens is no longer planned. Instead, facilities and programs for seniors will be integrated into existing recreation centers throughout the city.

City residents have expressed the desire to incorporate high tech facilities at the city's parks. They want technological capabilities that would allow them to access the Internet or do work on their laptop computer while visiting a city park. Technology should be carefully integrated into parks so that it does not have an adverse impact on nature or other park uses.

Expansion versus Maintenance

Plano is transitioning from a growing city to a maturing city. Though most of the city has been developed, there are still more park facilities needed. This creates a tension for funding to maintain existing parks and providing new facilities. Additional facilities such as two community parks, athletic fields, and lighted tennis courts are still needed. A new recreation center will soon be under construction. The 800 acre Oak Point Park and Nature Preserve will also be developed in the near future with trails, picnic areas, and a park center that will contain a visitor center, recreation classrooms, and retreat facilities.

Older facilities are in need of maintenance and renovation. A program should be developed that identifies and prioritizes needs of the existing parks and recreation facilities. These facilities must be updated to adapt to the changing service needs of the city's population. Work is required to enhance older park facilities and make them attractive for use by future generations. Existing parks and facilities are experiencing significantly more use due to increased population which generates the need for more maintenance. New construction within existing parks and new recreation programs and events will also generate new maintenance and operational demands that cannot be met with existing resources. This is due to increased costs to maintain and operate more facilities.

Sharing/Privatization/Innovation

As Plano matures, revenues will begin to level off due to a reduction in new development activity. This will make it more difficult to secure funding to maintain and expand parks and recreation facilities. It will be important to explore the possibility of sharing facilities with other local government entities and to examine public/private partnerships that can increase efficiency while still providing high quality services and facilities. Adaptive reuse of public and private facilities should be considered to meet emerging recreation needs.

The city has had a policy of sharing both indoor and outdoor recreation facilities with local school districts for many years. Collin County is also beginning to provide for some recreational needs of Plano residents through the Collin County Youth Camp. There are also some private organizations that specialize in the provision of recreational activities. It will be important to inventory other public and private recreation facilities to determine if duplication is occurring. Partnerships with other public and private organizations and the identification and utilization of innovative funding and service techniques should be considered to offset limited resources in the future.

Park Facilities as Revenue Sources

There has been a growing interest in looking at ways to use our parks and recreation facilities to generate revenues. Using current facilities to host more major athletic tournaments and special events is under consideration.

Another possibility is to construct facilities specifically designed for certain types of special activities such as equestrian competition. These events could attract participants and fans from outside of Plano and generate direct revenues for the city from registration fees and ticket sales. Indirect revenues could result from sales and hotel/motel tax receipts.

There are challenges in using park facilities for tourism such as major special events, national athletic tournaments, and other potential revenue generating activities. First, the facility may require renovation to host a major event. More seating and parking to accommodate people may be required along with other facility improvements. Second, these facilities may not be available to taxpaying residents during some of these events.

It will be important for the city to carefully evaluate the economic benefits derived from using local facilities for regional and national events. The revenue gained by these activities should outweigh the cost required to provide facilities and the inconvenience to those who regularly use the facilities. Revenues should also exceed the cost of additional staffing and the maintenance required to support these events.

Objectives for Theme III - City in Transition

- **Objective C.1** Provide for park and recreation opportunities that reflect the diverse needs of the community.
- **Objective C.2** Ensure that a balance exists between the maintenance of existing facilities and system expansion.
- **Objective C.3** Ensure long-term financial stability of the city's parks and recreation facilities.

Strategies for Theme III - City in Transition

- **Strategy C.1** Monitor changing demographics and the impact on parks and recreation facilities and programming. Use this information to identify adjustments in the operation and design of new or updated facilities.
- **Strategy C.2** Identify and prioritize the needs of existing facilities versus those of proposed facilities through the annual Community Investment Projects budget process. Long-term operations and maintenance costs should be factored into both.
- **Strategy C.3** Explore improvements to the efficiency and cost effectiveness of providing certain programs and facilities through privatization, public/private partnerships, and joint operations with other public entities. Opportunities to combine resources and create regional facilities should also be explored.
- **Strategy C.4** Study the provision of facilities and special events that generate revenue to the city. Determine how these activities will impact the provision of programs for residents.

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Appendix A

Park Facilities and Classification System

<u>Neighborhood Parks</u>	<u>Acres</u>	<u>Community Parks</u>	<u>Acres</u>
Arrowhead Park	6.84	Archgate Park* (8)	49.26
Blue Ridge Park	5.02	Carpenter Park* (8)	106.73
Buckhorn Park	8.00	Jack Carter Park* (8)	72.61
Caddo Park	7.72	Chaparral Road Site	119.50
Capstone Park	8.85	Cheyenne Park* (5)	24.78
Clearview Park	7.50	Enfield Park* (8)	50.00
Copper Creek Playground	4.00	Harrington Park	14.55
Coyote Creek Park	13.34	Heritage Yards at Plano* (8)	63.90
Douglass Park Site	0.41	High Point (North)	23.78
Eldorado Park	6.87	High Point (South)	31.63
Evans Park	11.00	Hoblitzelle Park* (6)	146.56
Frank W. Beverly Park	10.34	Liberty Park* (10)	17.00
Glenn Meadows Park	2.91	Oak Point Center	23.92
Hackberry Park	5.00	Old Shepard Place Park	20.67
Hidden Meadow Park	6.78	Preston Meadow Park* (7)	22.85
Indian Creek Park	5.31	Russell Creek Park* (10)	192.19
Lt. Russell A. Steindam Park	8.29	Schell Park* (5)	31.37
Lone Star Park	8.27	Sgt. Mike McCreary Sports Field	4.77
Longhorn Park	7.00	Shawnee Park* (8)	43.87
Parkwood Green Park	4.13	White Rock Creek Community Park Site	8.27
Prairie Meadow Park	8.14	Willowcreek Park* (8)	25.10
W. H. "Buzz" Razor Park	6.28	Windhaven Park* (10)	27.34
Ridgeview Park	7.56	TOTAL	1,120.65
Shoshoni Park	3.11		
Steeplechase Park	18.75	<u>Open Space Preserves</u>	<u>Acres</u>
Stoney Hollow Park	31.02	Arbor Hills Nature Preserve* (8)	201.12
Sunset Park	8.21	Bob Woodruff Park* (8) (8)	321.45
Tejas Park	10.97	Oak Point Park and Nature Preserve* (8)	801.56
Timber Brook Park	8.57	TOTAL	1,324.13
Wagon Wheel Park	4.94		
Westwood Park	4.00	<u>Special Use Areas</u>	<u>Acres</u>
TOTAL	249.13	Baccus Plaza	1.17
		Bowman Cemetery	3.61
		Douglass Cemetery	3.65
		Douglass Community Center (leased site)	1.50
		Haggard Park* (2)	5.48
		Heritage Farmstead Site	3.91
		High Point Tennis Center	6.75
		Horseshoe Park* (7)	9.00
		Memorial Park	8.50
		Plano Aquatic Center (leased site)	2.00
		Rowlinson Natatorium (leased site)	1.00
		TOTAL	46.57
		<u>Golf Courses</u>	
		Pecan Hollow Golf Course	258.98
		Ridgeview Ranch Golf Club	202.08
		TOTAL	461.06
		TOTAL PARK ACRES	3,830.81

* Indicates that a neighborhood park is contained within the facility. The number of acres devoted to the neighborhood park(s) is indicated in parentheses.

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Appendix B

Typical Park Features by Classification

Neighborhood Parks

- Service area – one square mile
- 7.5 to 10 acres in size
- Playground
- Picnic tables and shelters
- Unlighted athletic practice fields
- Multiuse courts
- Walking/Jogging trails
- Park benches
- Adjacent to elementary schools where possible

Linear Parks

- No designated service area
- No standard size
- Recreational trails – 10 to 12 feet wide concrete
- Benches, picnic tables, and drinking fountains
- Security lighting in selected locations
- May contain playgrounds and picnic shelters
- Link other parks, residential neighborhoods, schools, libraries, and other facilities
- Connect to adjacent cities and to on-street bicycle routes
- Developed along creek corridors, utility easements, street rights-of-way, rail rights-of-way, and other available land corridors

Community Parks

- Service area – varies, address specific community needs
- Over 25 acres in size
- Athletic facilities
- Swimming pools
- Recreation centers
- May contain dog parks, skate parks, spray grounds, disc golf courses, and other unique recreation facilities
- Passive open space areas
- Recreational trails
- Picnic areas with additional amenities
- May be adjacent to senior high schools, high schools, and middle schools
- Connected to linear parks whenever possible
- Typically located on major thoroughfares

Open Space Preserves

- Serves the entire city
- Over 50 acres
- Located on major thoroughfares
- Focused on open space and natural resources
- May provide both indoor and outdoor facilities
- Uses and facilities that are not compatible with the environment are prohibited

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Appendix B (continued)
Typical Park Features by Classification

Special Use Areas

- No specific size or service area
- Historic sites
- Cemeteries
- Memorials
- Facilities not located within parks
- Unique parks that do not readily fit within other park classifications

Golf Courses

- Public golf courses and associated facilities

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS ADOPTING THE UPDATED PARKS AND RECREATION ELEMENT OF THE COMPREHENSIVE PLAN, AMENDMENTS TO THE TEXT AS ORIGINALLY ADOPTED BY RESOLUTION NO. 87-2-21 (R) AND AMENDMENTS TO THE MASTER PLAN AS ORIGINALLY ADOPTED BY RESOLUTION NO. 88-6-12 (R); APPROVING THE UTILIZATION OF SAID ELEMENT 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.

WHEREAS, the City Council of the City of Plano desires to provide the necessary direction to establish a consistent, clear methodology for guiding future development within the City of Plano; and

WHEREAS, the Comprehensive Plan of the City of Plano was established to create a continuous planning process with regular monitoring and updating; and

WHEREAS, the Parks and Recreation Element, including the Park Master Plan was last updated on November 13, 2000, (Ordinance No. 2000-11-21); and

WHEREAS, on May 2, 2006, the Parks and Recreation Planning Board reviewed a proposed updated "Parks and Recreation" Chapter and voted to recommend adoption; and

WHEREAS, the Planning & Zoning Commission held a public hearing on May 15, 2006, open to all persons wishing to comment on the proposed updated "Parks and Recreation" Element; and thereafter the Planning & Zoning Commission voted to recommend adoption of the proposed updated Element; and

WHEREAS, the City Council held a public hearing on June 12, 2006, on the updated "Parks and Recreation" Element, open to all persons wishing to comment on the proposed updated Element; and

WHEREAS, the City Council, upon full review and consideration of the proposed updated Element, and all matters attendant and related thereto, is of the opinion that the updated "Parks and Recreation" Element of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano;

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

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Section I. The updated Parks and Recreation Element of the Comprehensive Plan, including the Park Master Plan, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference, 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 approved and adopted, and shall be used for the purpose of guiding future acquisition, development, and operation of parks, recreation, and related facilities within the City;

Section II. The Comprehensive Plan provides a general framework of policies for the long range development of the city. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, Planning & Zoning Commission, or other city body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the city to rezone property or amend development standards.

Section V. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VI. City staff is permitted to add to or modify the exhibit contents of the amended Parks and Recreation Element with such materials as graphs, tables, indexes, maps, background materials, etc., so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this 12TH day of JUNE, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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COMPREHENSIVE PLAN PARKS AND RECREATION ELEMENT

PURPOSE

The purpose of the Parks and Recreation Element is to provide a general, visionary document to guide decision makers regarding issues related to parks and recreation facilities. The element identifies the key factors, trends, and issues affecting parks and recreation and establishes objectives and strategies to address them. It also includes a Master Plan for parks that identifies existing properties and facilities and general locations for future facilities.

MAJOR THEMES

Theme I – Livable City

The City of Plano is nationally recognized for the provision of excellent services and facilities. Livable city focuses on the attributes of the parks and recreation system that enhance the quality of life of the city.

Theme II – City of Organized Development

The Parks and Recreation Department has a wide range of properties and facilities throughout the city. The City of Organized Development section defines the components of Plano's parks and recreation system and establishes a framework for its development.

Theme III – City in Transition

The City in Transition section is all about change. Most of the land in the city has been developed. The composition of Plano's population is changing. This section of the element will explore how changes in the city's population and development trends will impact service provision, facility requirements, funding, and property acquisition.

THEME I – LIVABLE CITY

Recreational Opportunities

The City of Plano provides a wide range of active and passive recreational facilities for its residents. One can enjoy a scenic nature preserve; hike or bike along an extensive trail system; play in an organized athletic league; or work out in a weight room. Plano's parks and recreation facilities are designed to support active healthy lifestyles and enhance the community's visual appearance. The city should continue to explore options to acquire and develop park facilities that are in close proximity to residential areas. These facilities should be consistent with the park hierarchy described in Theme II.

Community Gathering Places

Social interaction is a critical consideration when developing a city. Parks and recreation facilities near residential areas provide a place for people to gather and interact in formal and informal settings. The recreation centers have rooms that can be used to host formal meetings for organizations. Water features, park benches, picnic areas, and pavilions are amenities that can encourage informal social interaction. The city should emphasize the importance of parks and recreation facilities as "community building" tools that bring people together in a variety of settings.

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Open Space

Abundant open space within a city enhances quality of life. Open spaces such as parks and natural areas provide relief from the built environment. Some of Plano's parks and natural areas offer scenic vistas for people traveling along the major travel routes of the city. Landscaped medians and rights-of-way often enhance and extend the feeling of open space in the community. Plano's nature preserves are a source of the city's heritage and a glimpse of how the area may have appeared before human settlement. They also provide an opportunity to connect with and learn about the natural environment and ecologically-sensitive areas. Although opportunities are limited, the city should continue its efforts to acquire and utilize properties that preserve natural features and make them available to the community.

Parks as an Urban Design Component

The locations of park facilities in Plano have been incorporated into the urban design framework of the city. Linear parks preserve the city's natural areas adjacent to creek corridors and link schools, recreational facilities, and residential neighborhoods. Trails within linear parks connect with on-street bicycle routes and to trails in adjacent cities to serve as an alternative transportation network within the area. Parks located near schools in the heart of Plano's residential neighborhoods serve as community gathering places. Nature preserves protect the wooded areas of the city that are located within the floodplains of major creeks.

Objectives for Theme I - Livable City

- **Objective A.1** Encourage healthy lifestyles through the provision of recreation facilities and activities.
- **Objective A.2** Provide places for social interaction and community gatherings.
- **Objective A.3** Provide for relief from the built environment through the acquisition and maintenance of open areas and natural settings.

Strategies for Theme I - Livable City

- **Strategy A.1** Develop and maintain a comprehensive system of park, recreational, fitness, athletic, and sports facilities and programs that keeps pace with the city's changing demographics.
- **Strategy A.2** Provide for indoor and outdoor facilities that support formal gatherings and organized events.
- **Strategy A.3** Design and locate park facilities that encourage informal gatherings. Elements such as water features, pavilions, seating areas, and courtyards can help bring people together.
- **Strategy A.4** Provide open spaces, trails, and other facilities that support informal activities.
- **Strategy A.5** Provide park areas that create scenic vistas from major routes of travel in the city.

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THEME II – CITY OF ORGANIZED DEVELOPMENT***Park Hierarchy and System Planning***

Plano's park and open space system consists of five classifications: neighborhood parks, linear parks, community parks, open space preserves, and special use areas. The city also has standards based on population that have been used to determine the amount of park land, number of park facilities, athletic fields, and recreation facilities required to meet the demand of Plano's projected population.

Appendix A provides a listing of parks by classification. Appendix B is a general list of amenities found within the different classifications of parks.

Neighborhood Parks

A total of 31 neighborhood parks serve Plano's residential areas with a variety of passive and active recreational places. These parks are typically seven to ten acres in size and serve the typical residential neighborhoods found throughout the city. This neighborhood setting is characterized by a land area of approximately one square mile bounded by six-lane divided thoroughfares with school and park sites near the center, low-density housing on the interior, medium- and high-density housing along the edges, and office and retail operations at the intersections of the major thoroughfares where they serve other neighborhoods as well.

Wherever possible, neighborhood parks have been combined with elementary schools to maximize the use of both facilities. Combined neighborhood parks and schools provide for shared parking, ball fields, playgrounds, and other facilities. This helps the parks better serve as gathering places for the residential neighborhoods.

Neighborhood parks can play an important role in urban design. They function as activity centers and focal points for neighborhoods. (See Urban Design Element.) One of the issues for neighborhood parks is making these facilities more appealing. The Parks and Recreation Department is addressing this issue by continuing to plant large trees to improve shade throughout the park system and studying other ways to make the neighborhood parks more inviting and amenable to serve group activities.

Linear Parks

The city has 14 linear parks that serve as links between residential areas, schools, libraries, and other park facilities. They also provide practical alternatives for land that would otherwise go unused. Linear parks are located within creek corridors, major utility easements, street rights-of-way, and rail corridors. They provide breaks in the urban development pattern, conserve ecologically-unique areas, and provide long stretches of open space and recreational trails. (See Transportation Element.) Some greenbelts lack land outside of the floodplain. As a result, they are often unusable during rainy periods and their slopes limit recreational activities within them. Additional land, where possible, should be acquired along creek corridors to enhance the usability of linear parks.

Community Parks

There are 22 community parks in Plano. They are usually 25 or more acres in size and serve a larger geographic area or specific community needs. Community parks have active and passive recreational facilities and may also contain large passive open space areas suited to recreational trails and picnic areas beyond what is found in a neighborhood park. They also provide visual breaks in Plano's urban setting, particularly when located along major

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thoroughfares. Many community parks are contiguous to linear parks that connect them with residential neighborhoods. Community parks frequently contain major lighted athletic facilities used for scheduled leagues and tournaments. Community parks may also contain recreation centers and are usually located adjacent to senior high schools, high schools, and middle schools. As demand continues to grow for features such as dog parks, skate parks, and other emerging recreation activities, community parks will most likely be used to provide these services. New facilities will need to be carefully located and designed so that they do not conflict with existing uses and facilities at a given park or adjacent development.

Open Space Preserves

Open space preserves serve active and passive recreational needs and provide for cultural activities as well. These facilities preserve ecologically-sensitive areas and provide opportunities for interaction with the natural environment. Therefore, any improvements at these parks must be carefully integrated into the environment, and intensive uses such as athletic facilities should not be included. There are three open space preserves in Plano. Arbor Hills Nature Preserve in western Plano, along with Bob Woodruff Park and Oak Point Park and Nature Preserve in eastern Plano, serve as open space preserves. In addition to public open spaces, Connemara, a private regional nature preserves, provides permanent open space in north central Plano.

Special Use Areas

Special use areas are varied and unique in size, use, and design. These areas include facilities such as museums, cemeteries, memorials, and urban plazas. This classification also includes parks that do not readily fit within the other park categories such as tennis centers and facilities located on school property. There are 11 special use areas in Plano.

Golf Courses

The provision of municipal public golf courses is common with cities throughout the United States. The City of Plano has two golf courses. The city owns and operates the 18-hole Pecan Hollow Golf Course. Ridgeview Ranch Golf Course was built on city park land by a private developer and is operated under a long-term lease agreement. This relationship allowed the city to provide a second 18-hole golf course to the public without incurring the initial expense of constructing the course.

Completion of the Parks System

The City of Plano currently has over 3,830 acres of park lands. Acquisition of park land is nearing completion as the city needs an additional 262 acres to serve a population of 270,000 people. This acreage is based on national standards (15 acres per 1,000 population) and community input. However, there are some remaining tracts of land that are critical to the overall park system including two key community park locations.

These facilities will provide open space in areas of Plano that are currently under-served. One of these proposed community parks is approximately 100 acres along White Rock Creek adjacent to the intersection of Spring Creek Parkway and Windhaven Parkway. The second location consists of approximately 60 acres near the intersection of Alma Drive and Park Boulevard. Acquisition of these sites will provide a more balanced distribution of park land throughout the city and should be completed at the earliest possible date. Table 1 on the next page contains park land projections while Table 2 is a projection of needed parks and recreation facilities.

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Table 1
Park Land Projections

	Current		Projected Needs for Build-out Population of 270,000	
	No.	Acres	No.	Acres
City-wide Open Space Preserves	3	1,324.13	3	1,350.00
Community Parks	22	1,120.65	23	1,275.00
Golf Courses	2	461.06	2	461.06
Linear Parks	14	629.27	14	700.00
Neighborhood Parks	31	249.13	32	260.00
(Neighborhood Parks within other Parks)	*(24)	*(168)	*(24)	*(168)
Special Use Parks	11	46.57	11	46.57
TOTAL	83	3,830.81	85	4,092.63

Current and projected park land acres exceed 15 acres per 1,000 population.

* These numbers are already included in totals for other parks.

Source: City of Plano Parks and Recreation Department

The other remaining acquisitions primarily relate to the trail and greenbelt system. Undeveloped land is disappearing quickly. It will be critical to acquire additional creek corridors as development occurs to complete Plano's trail connections. These remaining properties will also facilitate connections to trail systems in adjacent cities.

Despite the city's best efforts to plan in advance for the long-term recreational needs of the community, unexpected opportunities and challenges will arise. Flexibility will be critical as changing demographics and other trends place unexpected demands on the city's recreational assets. The city should strongly consider opportunities that may arise to acquire land, buildings, or other facilities that will address new recreation demands or further the preservation of open space.

In contrast, the city may be asked to assume ownership and/or maintenance of private amenities such as swimming pools and common areas in residential subdivisions. In most cases these facilities are not appropriately designed, located, and sized to meet the requirements for public facilities. Although such facilities may be a financial burden to a homeowners associations, the city should not accept such donation merely to relieve another entity of a financial burden.

Table 2
Park and Recreation Facility Projections

Facility	Current	Projected Needs for Build-out Population of 270,000
Amphitheaters	1	1
Athletic Fields:		
Ball Fields	64	79
Cricket Pitches	7	8
Turf Sports Fields*	99	115
Championship Youth Ball Parks	1	1
Dog Parks	1	3
Frisbee Golf Holes	9	18
Golf Courses:		
No. of Holes	36	36
Group Camping Area	0	1
Park Centers	0	1
Performance Theaters	2	2
Playgrounds	60	63
Recreation Centers:		
School-Based	2	1
Stand-Alone	4	5
Recreational Trail Miles	50	75
Reservation Pavilions	10	14
Sand Volleyball Courts	5	11
Senior Citizen Centers	1	1
Skate Parks	0	2
Swimming Facilities:		
Indoor	3	5
Outdoor	3	4
Tennis Facilities:		
Tennis Center Courts	21	21
School Courts Lighted	30	60
School Courts Unlighted	54	24

* Turf sports fields are used for football, soccer, lacrosse, rugby, and other similar sports.
Source: City of Plano Parks and Recreation Department

Objectives for Theme II - City of Organized Development

- **Objective B.1** Provide for a wide range of passive, active, formal, and informal recreation activities in appropriate locations across the city.
- **Objective B.2** Use neighborhood parks as a focal point and activity centers for Plano's residential areas.
- **Objective B.3** Use linear parks to link key public and private activity centers with residential areas.

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Strategies for Theme II - City of Organized Development

- **Strategy B.1** Develop and maintain a comprehensive program of parks and recreation facilities based on the park classification system and master plan that includes current facilities and approximate locations for future facilities.
- **Strategy B.2** Acquire remaining properties to complete the trail system within Plano and link with systems in other cities.
- **Strategy B.3** Prevent unnecessary demands on park and recreation resources by refusing private donations of open space or facilities that do not conform to the objectives and strategies of the Comprehensive Plan or address unanticipated gaps and shortages in the system.
- **Strategy B.4** Strongly consider the acquisition of land, buildings, and other facilities not specifically identified in the Parks and Recreation Element, if they can meet changing needs of the city.

THEME III – CITY IN TRANSITION***Changing Demographics***

Demographic data for Plano from the U. S. Census Bureau indicates that the city's population is changing. The percentage of the population that identified themselves as a member of a minority ethnicity or race has increased from 8.5% in 1980 to 27.8% in 2000. Foreign-born populations are increasing in Plano and many American suburbs.

Many immigrants now move directly to the suburbs rather than central cities like Dallas to take advantage of the educational and economic opportunities found there. Plano residents born outside of the United States increased from 7.5% in 1990 to 17.1% in 2000. Another national trend is an aging population. This trend is also on the rise in Plano where the median age increased from 27.4 years in 1980 to 34.1 years in 2000. It is projected that by 2020, almost 50% of the city's residents could be over the age of 45 years.

The city should continue to monitor demographic and social trends of its residents as they will impact the type of facilities and services the Parks and Recreation Department provides. The U.S. Census Bureau has created a new demographic tool, the American Community Survey, which will provide more up-to-date demographic information than the current ten-year census counts. Beginning in the fall of 2006, Plano should receive updated demographic data on an annual basis. It will also be important to continue to learn about changing expectations and values of the city's population through local research.

Changing Recreation needs

Changing demographics impact parks and recreation programming and facilities. Plano is now providing and/or preparing for the provision of services/facilities that it may not have considered ten years ago. Plano now has cricket pitches, a dog park, and is planning for an outdoor skate park. There is also a growing demand for table tennis facilities. Soccer fields are now used to host lacrosse and rugby matches. At the same time, interest in traditional athletic activities such as baseball, basketball, football, soccer, softball, and volleyball has not waned. The Parks and Recreation Department is trying to provide facilities to accommodate the new sports along with the traditional activities.

Senior centers offer programs and facilities that are uniquely designed for mature adults. However, industry trends and feedback from older residents suggest that they no longer desire a facility separate from the general population. They wish to recreate in facilities that serve all ages of the community. Due to this trend, a second recreation facility dedicated solely to senior citizens is no longer planned. Instead, facilities and programs for seniors will be integrated into existing recreation centers throughout the city.

City residents have expressed the desire to incorporate high tech facilities at the city's parks. They want technological capabilities that would allow them to access the Internet or do work on their laptop computer while visiting a city park. Technology should be carefully integrated into parks so that it does not have an adverse impact on nature or other park uses.

Expansion versus Maintenance

Plano is transitioning from a growing city to a maturing city. Though most of the city has been developed, there are still more park facilities needed. This creates a tension for funding to maintain existing parks and providing new facilities. Additional facilities such as two community parks, athletic fields, and lighted tennis courts are still needed. A new recreation center will soon be under construction. The 800 acre Oak Point Park and Nature Preserve will also be developed in the near future with trails, picnic areas, and a park center that will contain a visitor center, recreation classrooms, and retreat facilities.

Older facilities are in need of maintenance and renovation. A program should be developed that identifies and prioritizes needs of the existing parks and recreation facilities. These facilities must be updated to adapt to the changing service needs of the city's population. Work is required to enhance older park facilities and make them attractive for use by future generations. Existing parks and facilities are experiencing significantly more use due to increased population which generates the need for more maintenance. New construction within existing parks and new recreation programs and events will also generate new maintenance and operational demands that cannot be met with existing resources. This is due to increased costs to maintain and operate more facilities.

Sharing/Privatization/Innovation

As Plano matures, revenues will begin to level off due to a reduction in new development activity. This will make it more difficult to secure funding to maintain and expand parks and recreation facilities. It will be important to explore the possibility of sharing facilities with other local government entities and to examine public/private partnerships that can increase efficiency while still providing high quality services and facilities. Adaptive reuse of public and private facilities should be considered to meet emerging recreation needs.

The city has had a policy of sharing both indoor and outdoor recreation facilities with local school districts for many years. Collin County is also beginning to provide for some recreational needs of Plano residents through the Collin County Youth Camp. There are also some private organizations that specialize in the provision of recreational activities. It will be important to inventory other public and private recreation facilities to determine if duplication is occurring. Partnerships with other public and private organizations and the identification and utilization of innovative funding and service techniques should be considered to offset limited resources in the future.

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Park Facilities as Revenue Sources

There has been a growing interest in looking at ways to use the City's parks and recreation facilities to generate revenues. Using current facilities to host more major athletic tournaments and special events is under consideration.

Another possibility is to construct facilities specifically designed for certain types of special activities such as equestrian competition. These events could attract participants and fans from outside of Plano and generate direct revenues for the city from registration fees and ticket sales. Indirect revenues could result from sales and hotel/motel tax receipts.

There are challenges in using park facilities for tourism such as major special events, national athletic tournaments, and other potential revenue generating activities. First, the facility may require renovation to host a major event. More seating and parking to accommodate people may be required along with other facility improvements. Second, these facilities may not be available to taxpaying residents during some of these events.

It will be important for the city to carefully evaluate the economic benefits derived from using local facilities for regional and national events. The revenue gained by these activities should outweigh the cost required to provide facilities and the inconvenience to those who regularly use the facilities. Revenues should also exceed the cost of additional staffing and the maintenance required to support these events.

Objectives for Theme III - City in Transition

- **Objective C.1** Provide for park and recreation opportunities that reflect the diverse needs of the community.
- **Objective C.2** Ensure that a balance exists between the maintenance of existing facilities and system expansion.
- **Objective C.3** Ensure long-term financial stability of the city's parks and recreation facilities.

Strategies for Theme III - City in Transition

- **Strategy C.1** Monitor changing demographics and the impact on parks and recreation facilities and programming. Use this information to identify adjustments in the operation and design of new or updated facilities.
- **Strategy C.2** Identify and prioritize the needs of existing facilities versus those of proposed facilities through the annual Community Investment Projects budget process. Long-term operations and maintenance costs should be factored into both.
- **Strategy C.3** Explore improvements to the efficiency and cost effectiveness of providing certain programs and facilities through privatization, public/private partnerships, and joint operations with other public entities. Opportunities to combine resources and create regional facilities should also be explored.
- **Strategy C.4** Study the provision of facilities and special events that generate revenue to the city. Determine how these activities will impact the provision of programs for residents.

Appendix A

Park Facilities and Classification System

<u>Neighborhood Parks</u>	<u>Acres</u>	<u>Community Parks</u>	<u>Acres</u>
Arrowhead Park	6.84	Archgate Park* (8)	49.26
Blue Ridge Park	5.02	Carpenter Park* (8)	106.73
Buckhorn Park	8.00	Jack Carter Park* (8)	72.61
Caddo Park	7.72	Chaparral Road Site	119.50
Capstone Park	8.85	Cheyenne Park* (5)	24.78
Clearview Park	7.50	Enfield Park* (8)	50.00
Copper Creek Playground	4.00	Harrington Park	14.55
Coyote Creek Park	13.34	Heritage Yards at Plano* (8)	63.90
Douglass Park Site	0.41	High Point (North)	23.78
Eldorado Park	6.87	High Point (South)	31.63
Evans Park	11.00	Hoblitzelle Park* (6)	146.56
Frank W. Beverly Park	10.34	Liberty Park* (10)	17.00
Glenn Meadows Park	2.91	Oak Point Center	23.92
Hackberry Park	5.00	Old Shepard Place Park	20.67
Hidden Meadow Park	6.78	Preston Meadow Park* (7)	22.85
Indian Creek Park	5.31	Russell Creek Park* (10)	192.19
Lt. Russell A. Steindam Park	8.29	Schell Park* (5)	31.37
Lone Star Park	8.27	Sgt. Mike McCreary Sports Field	4.77
Longhorn Park	7.00	Shawnee Park* (8)	43.87
Parkwood Green Park	4.13	White Rock Creek Community Park Site	8.27
Prairie Meadow Park	8.14	Willowcreek Park* (8)	25.10
W. H. "Buzz" Rasor Park	6.28	Windhaven Park* (10)	27.34
Ridgeview Park	7.56	TOTAL	1,120.65
Shoshoni Park	3.11		
Steeplechase Park	18.75	<u>Open Space Preserves</u>	<u>Acres</u>
Stoney Hollow Park	31.02	Arbor Hills Nature Preserve* (8)	201.12
Sunset Park	8.21	Bob Woodruff Park* (8) (8)	321.45
Tejas Park	10.97	Oak Point Park and Nature Preserve* (8)	801.56
Timber Brook Park	8.57	TOTAL	1,324.13
Wagon Wheel Park	4.94		
Westwood Park	4.00	<u>Special Use Areas</u>	<u>Acres</u>
TOTAL	249.13	Baccus Plaza	1.17
		Bowman Cemetery	3.61
<u>Linear Parks</u>	<u>Acres</u>	Douglass Cemetery	3.65
Big Lake Park* (3)	13.04	Douglass Community Center (leased site)	1.50
Bluebonnet Trail	98.83	Haggard Park* (2)	5.48
Chisholm Trail* (5)	84.10	Heritage Farmstead Site	3.91
Cottonwood Creek Greenbelt* (4)	83.24	High Point Tennis Center	6.75
F. M. 544/Rowlett Creek Site	20.66	Horseshoe Park* (7)	9.00
Legacy Trail	92.09	Memorial Park	8.50
Overland Trail	7.00	Plano Aquatic Center (leased site)	2.00
Preston Ridge Trail	87.58	Rowlinson Natatorium (leased site)	1.00
Russell Creek Greenbelt Site	24.16	TOTAL	46.57

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Rustic Park	1.84	Golf Courses	
Santa Fe Trail* (6)	19.02	Pecan Hollow Golf Course	258.98
Shady Brook Trail	43.69	Ridgeview Ranch Golf Club	202.08
Suncreek Park	13.64	TOTAL	461.06
White Rock Trail Park	40.38		
TOTAL	629.27	TOTAL PARK ACRES	3,830.81

* Indicates that a neighborhood park is contained within the facility. The number of acres devoted to the neighborhood park(s) is indicated in parentheses.

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Appendix B**Typical Park Features by Classification****Neighborhood Parks**

- Service area – one square mile
- 7.5 to 10 acres in size
- Playground
- Picnic tables and shelters
- Unlighted athletic practice fields
- Multiuse courts
- Walking/Jogging trails
- Park benches
- Adjacent to elementary schools where possible

Linear Parks

- No designated service area
- No standard size
- Recreational trails – 10 to 12 feet wide concrete
- Benches, picnic tables, and drinking fountains
- Security lighting in selected locations
- May contain playgrounds and picnic shelters
- Link other parks, residential neighborhoods, schools, libraries, and other facilities
- Connect to adjacent cities and to on-street bicycle routes
- Developed along creek corridors, utility easements, street rights-of-way, rail rights-of-way, and other available land corridors

Community Parks

- Service area – varies, address specific community needs
- Over 25 acres in size
- Athletic facilities
- Swimming pools
- Recreation centers
- May contain dog parks, skate parks, spray grounds, disc golf courses, and other unique recreation facilities
- Passive open space areas
- Recreational trails
- Picnic areas with additional amenities
- May be adjacent to senior high schools, high schools, and middle schools
- Connected to linear parks whenever possible
- Typically located on major thoroughfares

Open Space Preserves

- Serves the entire city
- Over 50 acres
- Located on major thoroughfares
- Focused on open space and natural resources
- May provide both indoor and outdoor facilities
- Uses and facilities that are not compatible with the environment are prohibited

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Appendix B (continued)
Typical Park Features by Classification

Special Use Areas

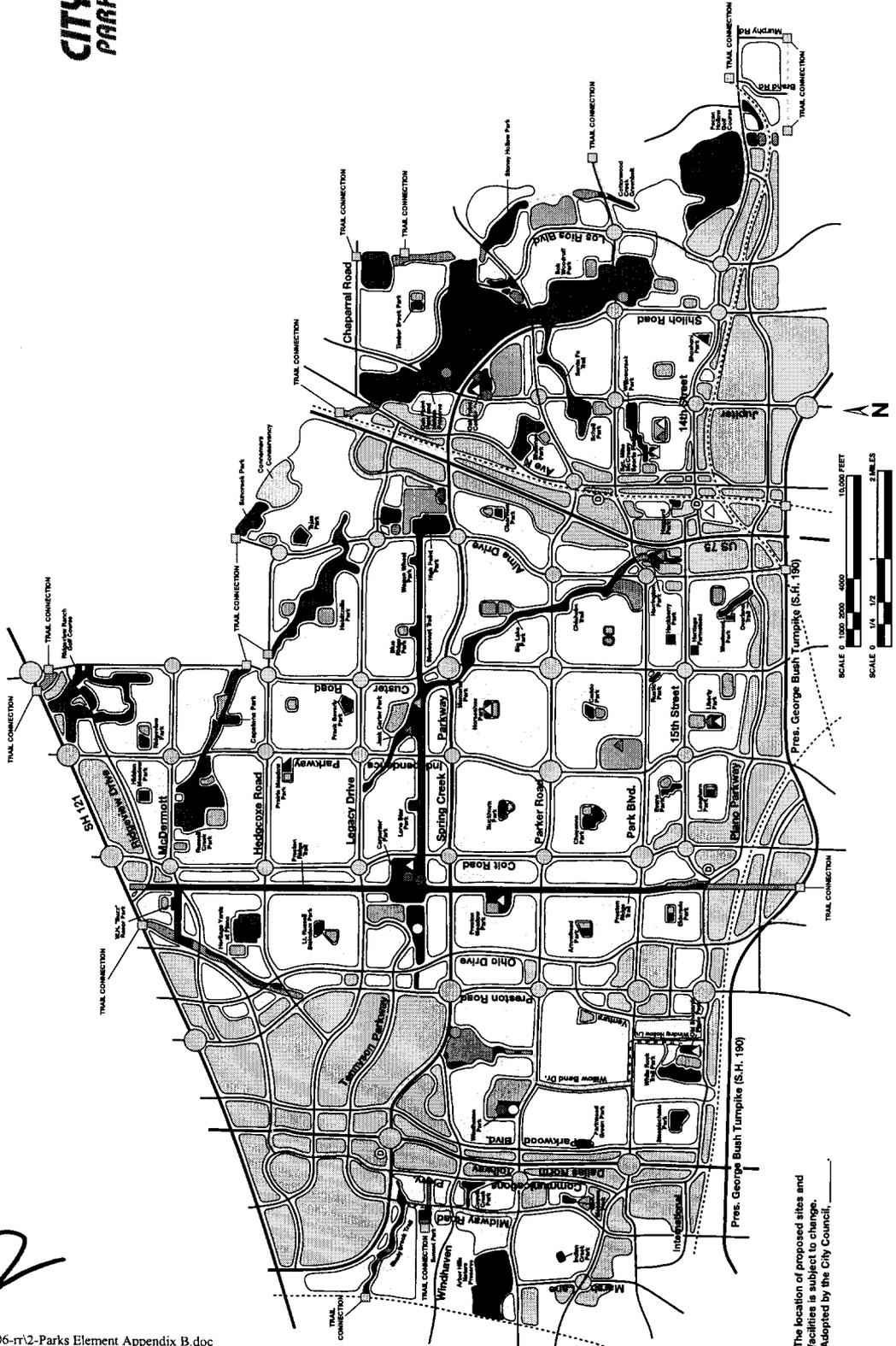
- No specific size or service area
- Historic sites
- Cemeteries
- Memorials
- Facilities not located within parks
- Unique parks that do not readily fit within other park classifications

Golf Courses

- Public golf courses and associated facilities

CITY OF PLANO PARK MASTER PLAN

- LEGEND**
- Existing Parks
 - Proposed Parks
 - Private Open Space
 - Schools
 - Residential
 - Non-Residential
 - Existing Trail Not On Park Land
 - Proposed Trail Not On Park Land
 - Trail Connection
 - DAKRT Station
 - Existing Lighted Athletic Fields
 - Proposed Lighted Athletic Fields
 - Existing Unlighted Athletic Fields
 - Proposed Unlighted Athletic Fields
 - Proposed Group Camp Site
 - Existing Dog Park
 - Proposed Dog Park
 - Proposed Park Center
 - Existing Recreation Center
 - Proposed Recreation Center
 - Existing Senior Center
 - Proposed Senior Center
 - Existing Swimming Facility
 - Proposed Swimming Facility
 - Existing Tennis Center



The location of proposed sites and facilities is subject to change. Adopted by the City Council, _____

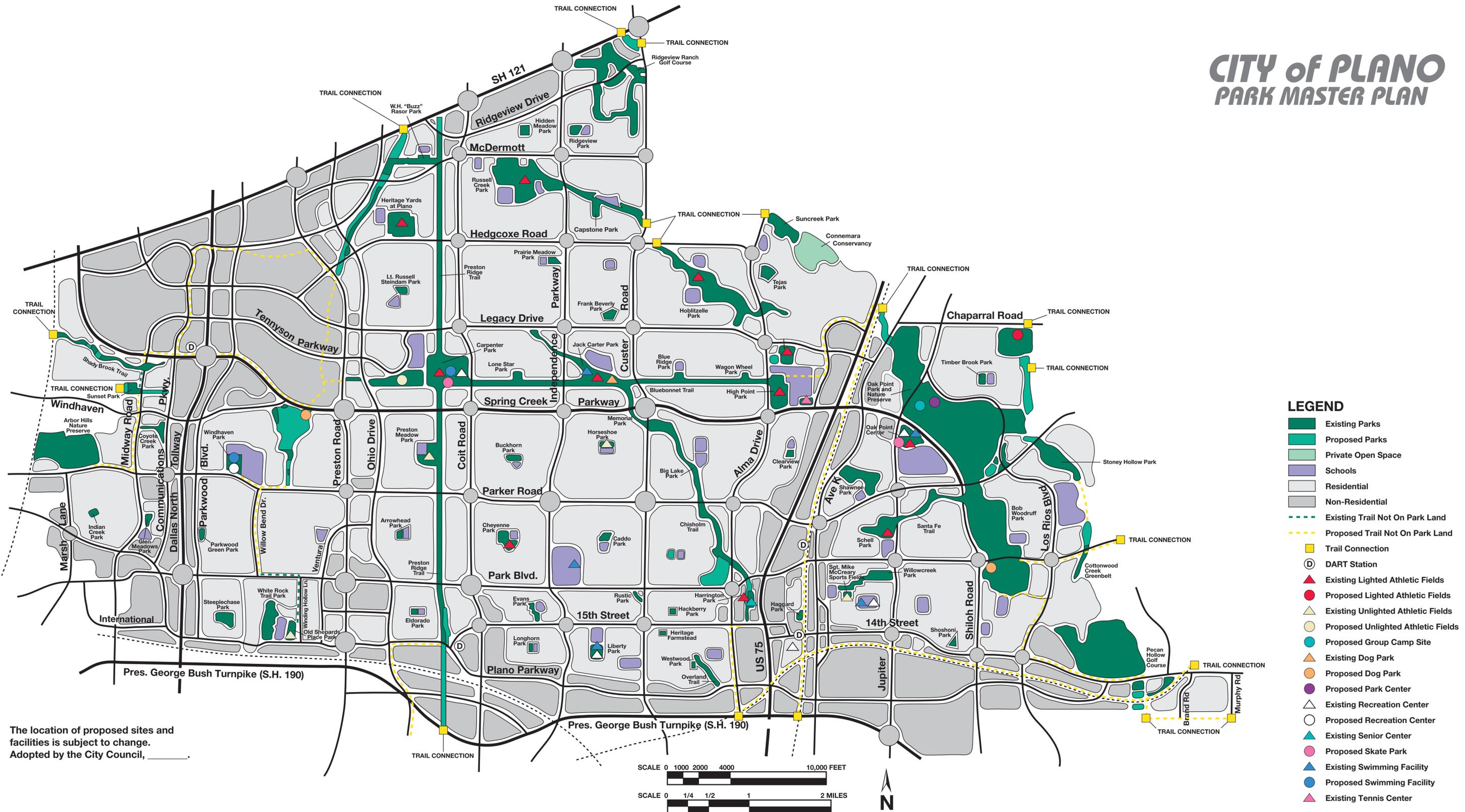


city of plano

comprehensive plan

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CITY of PLANO PARK MASTER PLAN



The location of proposed sites and facilities is subject to change.
Adopted by the City Council, _____.

- ### LEGEND
- Existing Parks
 - Proposed Parks
 - Private Open Space
 - Schools
 - Residential
 - Non-Residential
 - Existing Trail Not On Park Land
 - Proposed Trail Not On Park Land
 - Trail Connection
 - D DART Station
 - Existing Lighted Athletic Fields
 - Proposed Lighted Athletic Fields
 - Existing Unlighted Athletic Fields
 - Proposed Unlighted Athletic Fields
 - Proposed Group Camp Site
 - Existing Dog Park
 - Proposed Dog Park
 - Proposed Park Center
 - Existing Recreation Center
 - Proposed Recreation Center
 - Existing Senior Center
 - Proposed Skate Park
 - Existing Swimming Facility
 - Proposed Swimming Facility
 - Existing Tennis Center

DATE: May 16, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 15, 2006



**AGENDA ITEM NO. 8 - PUBLIC HEARING
COMPREHENSIVE PLAN REVISION
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to amend the Public Services and Facilities Element of the Comprehensive Plan.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

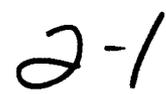
Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 12, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

SS/pp

xc: Lynn Woodall, Administrative Support Supervisor



CITY OF PLANO
PLANNING & ZONING COMMISSION

May 15, 2006

Agenda Item No. 8

Public Hearing: Comprehensive Plan Revision

Applicant: City of Plano

DESCRIPTION:

Request to amend the Public Services and Facilities Element of the Comprehensive Plan.

REMARKS:

This update of the Public Services and Facilities Element continues with the more visionary, less detailed format established in 2004. It is the sixth element to be updated since the new format was instituted.

The updated Public Services and Facilities Element is organized around three "Major Themes:" (1) Livable City, (2) City of Organized Development, and (3) City in Transition. A section of this document is devoted to each of the major themes. Each section includes key factors relating to a theme with objectives and strategies to address them.

The Public Services and Facilities Element addresses a broad range of city services and facilities including Fire, Police, Public Safety Communications, Library Services, Environmental Waste Services, Convention and Visitors' Bureau, Animal Services, and municipal facilities. A new component to the element for this update is an overview of the city's role for the funding and provision of cultural facilities. This element was last updated in November 2000.

Some of the critical factors addressed in this update are:

- Environmental Management - A healthy sustainable environment is essential for a livable city. Plano is doing its part through converting its vehicle fleet to hybrid vehicles that reduce emissions, solid waste recycling, and the recent initiation of a sustainability program.

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- Service Availability, Delivery, and Facilities - Most of the city's facilities have been constructed. The key issue will be maintenance, replacement, upgrading, and expansion of facilities as the city matures.
- Changing Service and Facility Requirements - As Plano's population characteristics change, so will the provision of municipal services. A growing elderly population decreases school enrollment and the need for certain types of recreational facilities. They need municipal facilities that are more accessible. A growing international population means communication in languages other than English and the ability to interact with other cultures. It means finding space to accommodate cultural celebrations and recreational activities never considered when city facilities were first developed.
- Financial Challenges - As Plano matures, the revenues generated from new development will diminish. There will be fewer resources to generate revenue for service provision. At the same time there will be a need for more money to maintain and replace city facilities and infrastructure. Residents will continue to demand the quality municipal services they are accustomed to receiving. Plano may need to consider sharing the provision of municipal services with other jurisdictions to reduce costs.
- Cultural Facilities - As Plano continues to grow, residents may desire the city to provide cultural amenities found in other large cities. The updated element defines processes for city leaders to use when considering proposals for cultural facilities.

RECOMMENDATION:

Recommended for approval as submitted.

COMPREHENSIVE PLAN PUBLIC SERVICES AND FACILITIES

PURPOSE

The Public Services and Facilities Element of the Comprehensive Plan addresses the wide range of services and facilities provided by the City of Plano. These services include police and fire protection, emergency medical services, library services, solid waste collection, convention and visitors' bureau, animal services, cultural services, and municipal buildings. The purpose of the element is to guide the development of public facilities and the provision of municipal services.

MAJOR THEMES

Theme I – Livable City

A livable city integrates a wide range of services and facilities to provide a high quality setting for its citizens. Many of these services and facilities often go unnoticed but they help to protect and enrich the lives of residents, employees, and visitors alike. The Livable City section explores the relationship of Plano's widely recognized services and facilities to quality of life factors.

Theme II – City of Organized Development

The provision of a wide range of high quality public services and facilities requires a systematic approach that sets expectations, establishes priorities, and defines a process for implementation. The City of Organized Development section focuses on the framework for the delivery of city services and the provision of properly located and designed public facilities.

Theme III – City in Transition

Plano is undergoing the transition from a growing city to a maturing city. Over the past 40 years, the city has dedicated itself to keeping pace with the demands created by rapid residential and business development. As growth slows and financial resources level off, the city must still complete its facility system, update and maintain its existing facilities, and adjust service delivery to meet the demands of a changing population. This section of the element will explore how changes in the city's population and development trends will impact service provision and facility requirements.

THEME I - LIVABLE CITY

Municipal Services

The City of Plano has maintained an outstanding reputation for providing high quality services and facilities over the years while responding to explosive business and residential growth. From the safe, secure surroundings that the Police and Fire Departments have helped create to the broad range of information and materials offered by the Library Services Department to the recycling and collection services provided by the Environmental Waste Division, Plano offers a wide array of high quality services to its citizens.

It is important that the city keep citizens informed of the various services available to them so that they receive the full benefit of living in Plano. Persons from diverse cultures and backgrounds may lack awareness of services that improve and enhance

their lives. It will be necessary for the city to continue to develop programs that familiarize citizens with public services and facilities and the proper ways to access them.

Environmental Management

A city's environmental management activities are often overlooked, yet they are necessary for the long-term sustainability of the community, region, and beyond. Plano is part of the growing north Texas region that is expected to exceed nine million in population by the year 2030. This growth will no doubt tax the region's environmental resources and require regional problem solving efforts. It will also be necessary for each individual community to make a commitment to environmental management.

Corrective federal mandates have been introduced in the last 30 years to improve air and water quality in the United States. These mandates have been passed on to various regional metropolitan areas across the nation. Local cities within these regions are encouraged to take action to improve the environment and conserve the use of water and other valuable resources.

Plano's Environmental Waste Services (EWS) Division has already taken major steps to advance environmental quality while maintaining a high level of service. A major residential recycling program was implemented in 1991 and has been enhanced and expanded into a nationally-recognized program to include household chemical collection and reuse, a regional composting program, and an online materials exchange program. Recycling decreases the amount of solid waste delivered to the local landfill facilities, saves resources, and provides a revenue source to help offset environmental programs. At this time, 24.3% of the solid waste stream is being converted via recycling. The goal is 40%. The commercial diversion rate for recycling is 19% while residential is over 34%.

Effective environmental management programs require the commitment and participation of the general public. In recognition of the need to increase public awareness of the importance of recycling and other environmental management techniques, the EWS Environmental Education and Community Outreach partners with Plano schools and nonprofit organizations to introduce sound environmental concepts through interactive presentations, games, discovery boxes, and tours. The *Environmental News* and other literature educate our citizens about environmental issues.

Other ways that the City of Plano contributes to improving the environment locally include:

- Replacing or adapting vehicles in the city's fleet to reduce energy consumption and utilize cleaner fuels;
- Using construction techniques and building materials that improve energy efficiency and mitigate environmental issues; and
- Participating in inter-city efforts to address air quality and other environmental issues through coordinated, regional approaches. (See the Land Use and Transportation Elements.)

The city should continue replacing its entire vehicle fleet over time with more fuel efficient vehicles. This would reduce costs for fuel expenditures in future years and set a strong precedent for the community.

The City of Plano owns and operates 76 buildings including 1,233,961 square feet of space. It is also expected to construct as many as ten buildings with an additional 200,210 square feet of space over the next ten years. Major renovations, upgrades, and repairs are also required to ensure Plano facilities continue to serve the public effectively and efficiently. This activity will provide the city with the opportunity to set a positive example by using environmentally-sensitive design techniques and building materials when constructing new or renovating existing facilities. These facilities should use less energy for operations, last longer, and reduce long-term public expenditures. By taking a leadership role in this effort, the city will be in a stronger position to encourage private sector development that is environmentally sensitive.

The Facilities Services Division has taken a proactive approach to ensure compliance with Senate Bill 5, adopted by the Texas State Legislature in 2002. Numerous projects including lighting retrofits for buildings and parking lots, heating, ventilation, and air conditioning (HVAC) system replacements, and roof replacements have been completed. The lighting retrofit program cost over \$200,000, but the city received an incentive payment from TXU for nearly \$40,000 and continues to reduce energy consumption costs. Roof and HVAC replacement at the Tri-City Police Academy will reduce energy consumption by 96,274 KWH per year. Other projects are expected to produce similar results. The division also conducts periodic energy audits of city facilities.

Other notable facilities maintenance actions include:

- Staff certification in refrigerant recycling;
- Establishment of a mold remediation program including staff certification; and
- Establishment of an environmental waste recycling program for city facilities through contracted custodial service providers.

The Facilities Services Division is currently leading the design effort for the Environmental Education Building, the Oak Point Nature Preserve Visitor Center, and the Oak Point Nature Preserve Retreat Center. These will be the first city facilities built in accordance with Leadership in Energy and Environmental Design (LEED) specifications. These specifications are derived from national standards to develop high performance and sustainable buildings that are energy efficient and environmentally friendly.

Culture

Cultural opportunities contribute to the quality of life of a city. A variety of cultural opportunities exist within the city of Plano as part of its extensive educational system (see Education Element), libraries, art facilities, and heritage sites; however, like most area suburbs, Plano residents rely on the major cultural facilities (i.e. art museums, science museums, performing arts centers, and zoos) in Dallas and Fort Worth for cultural enrichment. The metroplex facilities are generally accessible from Plano and increase its appeal to prospective residents and businesses. However, the expected magnitude of growth in suburban areas is increasing the demand for additional cultural facilities within these communities. This may lead Plano and other suburban cities to consider providing more regional and sub-regional cultural facilities closer to home, such as the Collin County Center for Performing Arts.

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Objectives for Theme I – Livable City

- **Objective A.1** Provide municipal services that enhance Plano’s health, safety, welfare, and quality of life.
- **Objective A.2** Where possible, use building materials and equipment for municipal facilities and services that are energy efficient and protect the environment.
- **Objective A.3** Increase public awareness about environmental issues.
- **Objective A.4** Use cultural amenities and facilities to enhance the city’s quality of life and attract people to Plano.

Strategies for Theme I – Livable City

- **Strategy A.1** Establish a cost-effective program for replacing city vehicles with those that operate on alternative fuels.
- **Strategy A.2** Expand Plano’s trash recycling program to include all commercial and residential properties in the city.
- **Strategy A.3** Develop educational materials and programs that can be used to inform the public on ways to improve the environment and conserve energy resources.
- **Strategy A.4** Evaluate the use of certain construction techniques or building materials to improve energy efficiency and mitigate potential environmental consequences during the design process for building or renovating public facilities.
- **Strategy A.5** Review current efforts to inform citizens about public facilities and services and develop a comprehensive promotional program.

THEME II - CITY OF ORGANIZED DEVELOPMENT

Service Availability, Delivery, and Facilities

Safety/Security

Plano’s reputation as a safe and secure community is the result of an organized system that includes the Fire, Police and Public Safety Communications Departments. Response time is critical when considering the effectiveness of safety and emergency services and starts with the Public Safety Communications Department, which accepts emergency calls from the public and dispatches fire, police, or other personnel to a wide range of emergencies and other requests for assistance.

Plano’s Fire Rescue has a service target of responding to 90% of emergency calls within seven minutes. A key element in achieving this goal is fire station location planning. At this time, the city has ten strategically-placed fire stations that house emergency personnel. The city monitors response times along with the number of requests for assistance to determine if coverage assignments require adjustment or if additional apparatus or stations are needed. Greater population in Plano and surrounding cities will increase traffic and could affect the ability of personnel and equipment to respond to emergencies in a timely fashion. Fire Station 11 is under construction on Los Rios Boulevard, east of Jupiter Road to improve response times to the growing residential areas of northeast Plano. Future plans call for two additional stations to improve response times to emergency incidents in the central and northwestern sections of the

city. Fire Station 12 will be built at the northwest corner of Coit Road and Parker Road and Fire Station 13 is planned for a location in the Legacy area on the west side of Corporate Drive, north of Tennyson Parkway.

Police response times are more dependent upon having a full complement of personnel and vehicles for patrol purposes than on the location of stations. The Police Department disperses personnel out of its main station in Downtown Plano, the Joint Use Facility at the Maribelle Davis Library on Independence Parkway, and the Assembly Point on Democracy Drive in Legacy. There are no plans at this time to add new facilities.

In response to the uncertainty of terrorism, natural disasters, and other potentially dangerous events, the city has recently established the Office of Homeland Security and is in the process of developing a "Hazard Mitigation Plan." This plan will assist the city with the mitigation of damages from potential man-made and natural disasters.

Both the Fire and Police Departments provide educational programs to the public regarding crime and fire and injury prevention. They make presentations to school children and conduct seminars for adults. The Police also meet with local neighborhoods to assist residents in addressing crime prevention in their area through the Neighborhood Crime Watch program.

Educational and Reference Resources

Plano's libraries have been strategically located to maximize service throughout the city. The Library Services Department operates five full service libraries as opposed to providing one main location with branches offering limited services. The location of each library is within a residential neighborhood near a major thoroughfare and was carefully chosen to maximize coverage across the city. Considering the fact that Plano has a land area of over 72 square miles, this approach has proven to be an effective way of providing comprehensive services to meet a wide range of needs within the city. Service indicators are based on the number of patrons that visit each library. Patronage is fairly evenly distributed among the libraries indicating that the five facilities are adequate to serve the city's population at this time.

Plano Centre

The Plano Centre is a multipurpose facility that provides venues for a wide range of activities from conventions to exhibits, business meetings, and wedding receptions. The facility is located at the southwest corner of Spring Creek Parkway and Jupiter Road across the street from Oak Point Recreation Center and Collin County Community College's Spring Creek Campus. It is also near Oak Point Nature Preserve, which includes an outdoor amphitheater. Despite its proximity to these significant facilities, Plano Centre has not been as successful in attracting major events as originally hoped. It lacks a major nearby hotel to house overnight convention and conference attendees. Efforts to date to place a hotel on adjacent property owned by the City of Plano have been unsuccessful. Its distance from U.S. Highway 75 (approximately one-half mile) has been a concern to many potential hotel providers. The facility's size has also been identified as a limiting factor in attracting some major events.

The city will need to continue to evaluate opportunities to place complementary facilities near Plano Centre. A consultant study is underway at this time to identify factors that could benefit the long-term success of the facility.

Tourism

The Plano Convention and Visitors Bureau promotes tourism within the city. Tourism is an effective revenue generator for the city through fees for using public facilities. The city also receives additional tax revenues from local retailers, restaurants, and hotels that experience increased business.

Cultural Amenities

Most of Plano's cultural amenities are located in the historic center of the city. This serves the dual purpose of preserving the city's heritage and creating a primary cultural gathering place. The Haggard Park Historic District, the Interurban Railway Museum, Thornton House (Plano's African-American Museum), the Courtyard Theater, and the ArtCentre of Plano Theater are located in or near downtown Plano. The ArtCentre also includes an art gallery. Another cultural facility, the Heritage Farmstead Museum, is located approximately two miles west of downtown. These cultural amenities generally appeal to a local audience and are not well known outside of Plano. Plano currently uses funds generated by state taxes from overnight hotel and motel stays to help fund cultural groups and heritage preservation organizations that provide cultural activities and events.

Other Services and Facilities

The Environmental Waste Services Division (EWS) provides weekly collection of residential solid waste and yard trimmings, bi-weekly collection of recyclable materials, monthly collection of bulky wastes, and on-call collection of household chemicals. The city is divided into service zones that are regularly updated to maximize efficiency using a computerized modeling system. Solid waste is collected and taken to two "Transfer Stations" operated by the North Texas Municipal Water District, which is responsible for transporting the waste in larger quantities to a regional landfill. Yard trimmings, recyclables, and most household chemicals are diverted to appropriate recycling facilities. This system has provided for efficient and cost effective service to Plano residents. Commercial solid waste removal services are provided by a private vendor contracted with the city.

The Environmental Health Department provides animal protective services from a central location adjacent to the city's Parkway Service Center. There are no plans at this time to add facilities in other locations. However, there are plans to expand the facility. It will be necessary to monitor the impact of Plano's population increases and demographic changes on pet ownership to ensure that current facilities can adequately address future needs. In addition to collecting and confining stray pets, the Animal Services Division also responds to concerns about wild and/or dangerous animals.

Five Year Service Plans

City departments with expanding operations and increasing facility requirements prepare five year service plans. These plans are used to determine future needs and facilities and operations. The service plans enable the departments to establish budget and service priorities to achieve the objectives listed in this element.

Objectives for Theme II – City of Organized Development

- **Objective B.1** Provide police protective services that make Plano a safe place to live and work.

- **Objective B.2** Coordinate efforts of different departments in the provision of basic municipal services.
- **Objective B.3** Maintain a level of operational readiness that will provide a timely and appropriate response for fire suppression, EMS, and other emergencies.
- **Objective B.4** Mitigate damages from potential man-made and natural hazards through use of Plano's Hazard Mitigation Action Plan.
- **Objective B.5** Provide high quality library services to the residential and business communities of Plano.
- **Objective B.6** Increase the ability of Plano Centre to attract major conferences and conventions.
- **Objective B.7** Encourage the establishment of local cultural facilities and activities that enhance the sense of community.
- **Objective B.8** Deliver environmental waste services that are economically feasible and environmentally responsible.

Strategies for Theme II – City of Organized Development

- **Strategy B.1** Identify and utilize policing methods that proactively address crime and its root causes by working in concert with various civic organizations, neighborhood groups, and the public.
- **Strategy B.2** Where possible, involve citizens directly through Neighborhood Crime Watch units and other programs aimed at improving safety and awareness of potentially threatening situations.
- **Strategy B.3** Use five-year service plans as a guide to the provision of municipal services specific to city departments.
- **Strategy B.4** Regularly monitor response effectiveness for fire suppression, EMS, and other emergencies, and if necessary, identify adjustments to operations and resources that could improve performance levels.
- **Strategy B.5** Maintain a response time of seven minutes or less to 90% of all fire and emergency calls.
- **Strategy B.6** Complete the city's Hazard Mitigation Action Plan to eliminate and reduce negative effects of all disasters.
- **Strategy B.7** Provide a full array of quality library services ranging from audio, books, and periodicals distribution to research and technology services in conveniently located facilities across the city.
- **Strategy B.8** Explore the addition of complementary facilities on the Plano Centre site or surrounding properties that would enhance its ability to attract regional and national events.
- **Strategy B.9** Conduct a comprehensive study of the Plano Centre. The study should compare it with similar facilities. The future role of Plano Centre as a community facility should be determined and actions identified to ensure long-term success.
- **Strategy B.10** Use "hotel/motel" tax funds to assist organizations that provide local cultural facilities and services.
- **Strategy B.11** Regularly review solid waste and recycling collection to improve efficiency and cost effectiveness.

THEME III – CITY IN TRANSITION

Changing Demographics

The composition of Plano's population is changing, and this could impact the provision of municipal services. The population is becoming older and more diverse as reflected by the following changes that occurred between the 1990 and 2000 Census:

- The percentage of people over age 45 increased (20% to 28%) while the percentage of the population less than 45 years decreased (80% to 72%).
- The median age of Plano residents increased from 31 years to over 34 years.
- The percentage of people who identified themselves as belonging to a minority racial group or ethnicity almost doubled from 14.6% to 27.2%.
- The African-American or Black population grew by 110%.
- The Hispanic population increased by 179%.
- The Asian population grew by 351%.
- Percentage of people born in another nation increased from 7.5% to 17.1%.

These trends are consistent to what is happening in other suburban cities across the United States. Another significant demographic trend reflected in the 2000 Census involved immigration. Immigrants from around the world are now coming to metropolitan areas such as Dallas, Atlanta, and Phoenix as well as the traditional destinations like Chicago, Los Angeles, and New York City. In addition, many immigrants now bypass central cities to live in the suburbs to take advantage of educational and employment opportunities found there. The increase in Plano's foreign born population is consistent with this trend.

Some examples of changing service demands and requirements that could result from Plano's demographic changes include:

- More library materials in Chinese and Spanish
- Request for multilingual assistance
- More resources in audio format and larger print
- Additional athletic facilities to accommodate a wider range of sport activities
- Lighted street signs with larger fonts
- Increased demand for emergency medical services
- Increased use of city facilities to host celebrations of cultural events

The impact of demographic changes on municipal services should be monitored closely in the coming years.

Development Trends

In the past, the city has focused on constructing new facilities and expanding services to meet the needs of a fast growing community. Plano is nearing maturity and the growth rate is decreasing. There are very few large tracts of land remaining for development. The city must shift its attention to adding the "finishing touches" to its facilities and services.

The lack of available land will not only affect private development opportunities, but will also make it more difficult and costly for the city to find land appropriately located and the size required to accommodate public facilities. Therefore, the city will need to review

its facility requirements and reserve land for future facilities before the remaining property is developed by the private sector.

Downtown Plano is an example of a new trend in land use known as "Transit-Oriented Development" (TOD) which provides for a compact mixed use, pedestrian-oriented neighborhood focused around a transit facility. Significant public and private reinvestment in downtown Plano, the preservation of Plano's original business district, and the application of urban development standards have combined to revitalize this area. The city operates a number of public facilities in downtown Plano such as the Municipal Center, Municipal Center South, the Police and Courts Building, the Interurban Railway Museum, Courtyard Theater, and the Cox Building which it shares with the Plano Independent School District (PISD). The city also owns Haggard Park, parking lots, and some vacant tracts of land. The city must ensure that its various downtown properties are utilized in a manner that enhances the long-term viability of downtown Plano and maximizes the impact of public and private investment. It needs to evaluate its various downtown properties to determine how they will serve its long-term needs and encourage private reinvestment in the area.

Changing Service and Facility Requirements

Changing demographics and development trends will affect the provision of public services and facilities. As Plano's population characteristics change, the provision of municipal services will have to change. A growing elderly population decreases school enrollment and the need for certain types of recreational facilities while increasing the demand for facilities that are more accessible for those with diminished physical acuity. A growing international population means communication in languages other than English and the ability to interact with other cultures. The City of Plano is trying to respond to these changes by:

- Lighting street signs and enlarging lettering at major intersections.
- Providing books with larger type that is easier to read.
- Adding more books in audio format.
- Providing library materials in Chinese and Spanish.
- Using a pool of city employees that are familiar with languages and cultures of other nations to assist citizens accessing city services.

Adjusting facilities and services to changing demographics is an ongoing process that requires regular monitoring. Some neighborhoods currently have high percentages of households without children and require fewer active recreational facilities. However, these neighborhoods may eventually "turn over" to young families with children, and service and facility provision will need to readjust accordingly. Facilities that house city services may need to change as well. There is growing demand for indoor meeting spaces in the libraries and recreation centers. The city and school districts should evaluate opportunities to share facilities to accommodate meetings and other neighborhood activities.

The Master Facilities Plan provides a detailed inventory of city facilities, a summary of proposed facilities, and a process for coordinating their development and utilization over time. It is intended to guide both long term planning and near-term programming for developing budgets and capital investment schedules. It provides for an ongoing committee represented by staff members from the various departments that operate

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public facilities along with the Budget and Planning Departments. The committee evaluates the yearly Community Investment Program (CIP) and identifies potential projects for future bond referendums.

The Master Facilities Plan requires regular updating to address current conditions along with the changing needs of Plano as a maturing city. The ability of Plano's facilities to meet the long-term needs of its citizens will require periodic monitoring and evaluation. Most structures will require upgrading and modernizing to accommodate technological advances and the changing expectations of their users and customers. Others will require replacement or redevelopment if they "wear out" or cannot be adapted to changing requirements.

The magnitude of recent terrorist acts and natural disasters has forced the city to focus on public safety and welfare issues that exceed those normally addressed by police and fire operations. The City of Plano has established a Homeland Security Division to coordinate activities to address and mitigate the impact of these occurrences at the local level. With competing demands for public resources, there will be a significant challenge to provide this new service while maintaining the quality of fire and police services to which residents have become accustomed.

Financial Challenges

Over the past 40 years, Plano's explosive growth and development generated a steady stream of revenues from permitting fees, expanding property valuation, and retail sales. As the city matures, these funding sources may level off or even decline. At the same time, the city is faced with increased operational costs for aging facilities and infrastructure. Maturing cities like Plano must become innovative and willing to explore options for maintaining high service levels while the growth in revenues diminishes. One way to accomplish this could be by combining resources with other local governments to increase efficiencies and reduce expenditures. However, opportunities to share facilities and services with other entities will need to be examined carefully to ensure that the quality services Plano residents are accustomed to receiving are not diminished by the cost saving efforts.

Cultural Facilities

Like most suburban cities in the Dallas-Fort Worth metroplex, Plano relies on the central cities to provide major cultural amenities such as art, science, and natural history museums; zoos, wildlife parks, and botanical gardens. The continued growth of Plano and other suburban cities, coupled with increased demand on existing facilities, may create a demand for more cultural facilities in Collin County and surrounding areas.

This increased demand is likely to place the City of Plano in one of two roles relating to the provision of future cultural facilities: "initiator" or "facilitator." The city must carefully examine challenges and opportunities of proposed cultural facilities to determine involvement and the role it should play.

As initiator, the city would lead the effort to plan, design, build, and operate a cultural facility. In doing so, Plano must determine if the facility accomplishes city objectives and if the commitment of municipal resources and leadership are necessary to complete the project.

An example of a project in which the city was the initiator is the Courtyard Theater. The city leased the Cox Gymnasium from the PISD in 1999 and provided funding for the restoration of the building. The historic exterior of the structure was maintained while the interior was restored to accommodate a performing arts center.

In the facilitator role, the city would evaluate a proposal from another organization (public or private), determine if it will meet objectives, compare its priority to other projects, and evaluate the potential for partnering with the organization to complete the project. The city's role could include the purchase of land or the provision of an existing city-owned property for the facility while operation becomes the responsibility of the other organization.

An example of a project in which the city was the facilitator is the ArtCentre of Plano. The organization owns the property and operates the facility. The city provides funds for restoration of the building through Heritage Preservation grants and Cultural Affairs grants for programming.

When determining whether or not to participate in the provision of public facilities and the role that it should take in response to certain facility proposals, the city should consider the following:

1. In general, what types of cultural facilities is the city willing to support?
2. Where are the current and future gaps in the provision of cultural facilities?
3. Which types of cultural amenities are best served by regional, sub-regional, or local facilities?
4. What is the demand and value to the community if the facility is provided?
5. What will the impact be without the facility?
6. What public and private funding options are available to support certain types of facilities?
7. Based on the above, should the city:
 - a. Support the facility?
 - b. If yes, as a facilitator or initiator?
 - c. Seek support from a local, sub-regional, or regional base?

Objectives for Theme III – City in Transition

- **Objective C.1** Adapt the provision of municipal services and facilities to a changing population.
- **Objective C.2** Provide for appropriately located and functional public facilities in response to the diminishing availability of appropriate sites for both public and private development.
- **Objective C.3** Utilize city-owned properties in downtown Plano to enhance its role as a major focal point and gathering place for the community.
- **Objective C.4.** Establish a framework for upgrading and/or redeveloping city facilities over time.
- **Objective C.5** Define and regularly update Plano's role and responsibility in the overall network of "Homeland Security."
- **Objective C.6** Provide high quality city services despite leveling revenues.

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- **Objective C.7** Define the role of the city in the provision and funding of cultural amenities available to Plano residents.

Strategies for Theme III – City in Transition

- **Strategy C.1** Study the needs of different cultures living in Plano and the possible impacts on municipal service content and delivery and make adjustments where appropriate.
- **Strategy C.2** Study the impacts of an aging population on the content and delivery of municipal services.
- **Strategy C.3** Update the Master Facilities Plan on a periodic basis and use it to prioritize and schedule projects for the CIP.
- **Strategy C.4** Evaluate city-owned properties in downtown Plano to determine how they can be utilized to accommodate city services and support private redevelopment and reinvestment in the area.
- **Strategy C.5** Develop a comprehensive program for updating, renovating, and if necessary, replacing municipal facilities over time. This should include a comprehensive inventory of these facilities, dates of construction, and “life expectancy.”
- **Strategy C.6** Update Plano’s Emergency Management Plan to improve preparedness, response, and recovery efforts from a disaster.
- **Strategy C.7** Establish a process for identifying alternative resources for funding facility improvements and municipal services.
- **Strategy C.8** Consider opportunities of sharing facilities and service delivery with other entities that could improve efficiency without compromising the quality Plano residents expect.
- **Strategy C.9** Develop a policy framework that can be consistently applied to requests for the city’s involvement in the development and operation of cultural facilities.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS ADOPTING THE UPDATED PUBLIC SERVICES AND FACILITIES ELEMENT OF THE COMPREHENSIVE PLAN, AMENDMENTS TO THE TEXT AS ORIGINALLY ADOPTED BY RESOLUTION NO. 87-2-21 (R); APPROVING THE UTILIZATION OF SAID ELEMENT 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.

WHEREAS, the City Council of the City of Plano desires to provide the necessary direction to establish a consistent, clear methodology for guiding future development within the City of Plano; and

WHEREAS, the Comprehensive Plan of the City of Plano was established to create a continuous planning process with regular monitoring and updating; and

WHEREAS, the Public Services and Facilities Element was last updated on October 16, 2000, (Ordinance No. 2000-10-10); and

WHEREAS, the Planning & Zoning Commission held a public hearing on May 15, 2006, open to all persons wishing to comment on the proposed updated "Public Services and Facilities" Element; and thereafter the Planning & Zoning Commission voted to recommend adoption of the proposed updated Element; and

WHEREAS, the City Council held a public hearing on June 12, 2006, on the updated "Public Services and Facilities" Element, open to all persons wishing to comment on the proposed updated Element; and

WHEREAS, the City Council, upon full review and consideration of the proposed updated Element, and all matters attendant and related thereto, is of the opinion that the updated "Public Services and Facilities" Element of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano;

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

Section I. The updated Public Services and Facilities Element of the Comprehensive Plan, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference, 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 approved and adopted;

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Section II. The Comprehensive Plan provides a general framework of policies for the long range development of the city. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, Planning & Zoning Commission, or other city body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the city to rezone property or amend development standards.

Section V. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VI. City staff is permitted to add to or modify the exhibit contents of the amended Public Services and Facilities Element with such materials as graphs, tables, indexes, maps, background materials, etc., so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this 12TH day of JUNE, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**COMPREHENSIVE PLAN
PUBLIC SERVICES AND FACILITIES**

PURPOSE

The Public Services and Facilities Element of the Comprehensive Plan addresses the wide range of services and facilities provided by the City of Plano. These services include police and fire protection, emergency medical services, library services, solid waste collection, convention and visitors' bureau, animal services, cultural services, and municipal buildings. The purpose of the element is to guide the development of public facilities and the provision of municipal services.

MAJOR THEMES**Theme I – Livable City**

A livable city integrates a wide range of services and facilities to provide a high quality setting for its citizens. Many of these services and facilities often go unnoticed but they help to protect and enrich the lives of residents, employees, and visitors alike. The Livable City section explores the relationship of Plano's widely recognized services and facilities to quality of life factors.

Theme II – City of Organized Development

The provision of a wide range of high quality public services and facilities requires a systematic approach that sets expectations, establishes priorities, and defines a process for implementation. The City of Organized Development section focuses on the framework for the delivery of city services and the provision of properly located and designed public facilities.

Theme III – City in Transition

Plano is undergoing the transition from a growing city to a maturing city. Over the past 40 years, the city has dedicated itself to keeping pace with the demands created by rapid residential and business development. As growth slows and financial resources level off, the city must still complete its facility system, update and maintain its existing facilities, and adjust service delivery to meet the demands of a changing population. This section of the element will explore how changes in the city's population and development trends will impact service provision and facility requirements.

THEME I - LIVABLE CITY***Municipal Services***

The City of Plano has maintained an outstanding reputation for providing high quality services and facilities over the years while responding to explosive business and residential growth. From the safe, secure surroundings that the Police and Fire Departments have helped create to the broad range of information and materials offered by the Library Services Department to the recycling and collection services provided by the Environmental Waste Division, Plano offers a wide array of high quality services to its citizens.

It is important that the city keep citizens informed of the various services available to them so that they receive the full benefit of living in Plano. Persons from diverse cultures and backgrounds may lack awareness of services that improve and enhance their lives. It will be necessary for the city to continue to develop programs that familiarize citizens with public services and facilities and the proper ways to access them.

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Environmental Management

A city's environmental management activities are often overlooked, yet they are necessary for the long-term sustainability of the community, region, and beyond. Plano is part of the growing north Texas region that is expected to exceed nine million in population by the year 2030. This growth will no doubt tax the region's environmental resources and require regional problem solving efforts. It will also be necessary for each individual community to make a commitment to environmental management.

Corrective federal mandates have been introduced in the last 30 years to improve air and water quality in the United States. These mandates have been passed on to various regional metropolitan areas across the nation. Local cities within these regions are encouraged to take action to improve the environment and conserve the use of water and other valuable resources.

Plano's Environmental Waste Services (EWS) Division has already taken major steps to advance environmental quality while maintaining a high level of service. A major residential recycling program was implemented in 1991 and has been enhanced and expanded into a nationally-recognized program to include household chemical collection and reuse, a regional composting program, and an online materials exchange program. Recycling decreases the amount of solid waste delivered to the local landfill facilities, saves resources, and provides a revenue source to help offset environmental programs. At this time, 24.3% of the solid waste stream is being converted via recycling. The goal is 40%. The commercial diversion rate for recycling is 19% while residential is over 34%.

Effective environmental management programs require the commitment and participation of the general public. In recognition of the need to increase public awareness of the importance of recycling and other environmental management techniques, the EWS Environmental Education and Community Outreach partners with Plano schools and nonprofit organizations to introduce sound environmental concepts through interactive presentations, games, discovery boxes, and tours. The *Environmental News* and other literature educate our citizens about environmental issues.

Other ways that the City of Plano contributes to improving the environment locally include:

- Replacing or adapting vehicles in the city's fleet to reduce energy consumption and utilize cleaner fuels;
- Using construction techniques and building materials that improve energy efficiency and mitigate environmental issues; and
- Participating in inter-city efforts to address air quality and other environmental issues through coordinated, regional approaches. (See the Land Use and Transportation Elements.)

The city should continue replacing its entire vehicle fleet over time with more fuel efficient vehicles. This would reduce costs for fuel expenditures in future years and set a strong precedent for the community.

The City of Plano owns and operates 76 buildings including 1,233,961 square feet of space. It is also expected to construct as many as ten buildings with an additional 200,210 square feet of space over the next ten years. Major renovations, upgrades, and repairs are also required to ensure Plano facilities continue to serve the public effectively and efficiently. This activity will provide the city with the opportunity to set a positive example by using environmentally-sensitive design techniques and building materials when constructing new or renovating existing facilities. These facilities should use less energy for operations, last longer, and reduce long-term public expenditures. By taking a leadership role in this effort, the city will be in a stronger position to encourage private sector development that is environmentally sensitive.

2-20

The Facilities Services Division has taken a proactive approach to ensure compliance with Senate Bill 5, adopted by the Texas State Legislature in 2002. Numerous projects including lighting retrofits for buildings and parking lots, heating, ventilation, and air conditioning (HVAC) system replacements, and roof replacements have been completed. The lighting retrofit program cost over \$200,000, but the city received an incentive payment from TXU for nearly \$40,000 and continues to reduce energy consumption costs. Roof and HVAC replacement at the Tri-City Police Academy will reduce energy consumption by 96,274 KWH per year. Other projects are expected to produce similar results. The division also conducts periodic energy audits of city facilities.

Other notable facilities maintenance actions include:

- Staff certification in refrigerant recycling;
- Establishment of a mold remediation program including staff certification; and
- Establishment of an environmental waste recycling program for city facilities through contracted custodial service providers.

The Facilities Services Division is currently leading the design effort for the Environmental Education Building, the Oak Point Nature Preserve Visitor Center, and the Oak Point Nature Preserve Retreat Center. These will be the first city facilities built in accordance with Leadership in Energy and Environmental Design (LEED) specifications. These specifications are derived from national standards to develop high performance and sustainable buildings that are energy efficient and environmentally friendly.

Culture

Cultural opportunities contribute to the quality of life of a city. A variety of cultural opportunities exist within the city of Plano as part of its extensive educational system (see Education Element), libraries, art facilities, and heritage sites; however, like most area suburbs, Plano residents rely on the major cultural facilities (i.e. art museums, science museums, performing arts centers, and zoos) in Dallas and Fort Worth for cultural enrichment. The metroplex facilities are generally accessible from Plano and increase its appeal to prospective residents and businesses. However, the expected magnitude of growth in suburban areas is increasing the demand for additional cultural facilities within these communities. This may lead Plano and other suburban cities to consider providing more regional and sub-regional cultural facilities closer to home, such as the Collin County Center for Performing Arts.

Objectives for Theme I – Livable City

- **Objective A.1** Provide municipal services that enhance Plano's health, safety, welfare, and quality of life.
- **Objective A.2** Where possible, use building materials and equipment for municipal facilities and services that are energy efficient and protect the environment.
- **Objective A.3** Increase public awareness about environmental issues.
- **Objective A.4** Use cultural amenities and facilities to enhance the city's quality of life and attract people to Plano.

Strategies for Theme I – Livable City

- **Strategy A.1** Establish a cost-effective program for replacing city vehicles with those that operate on alternative fuels.
- **Strategy A.2** Expand Plano's trash recycling program to include all commercial and residential properties in the city.
- **Strategy A.3** Develop educational materials and programs that can be used to inform the public on ways to improve the environment and conserve energy resources.

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- **Strategy A.4** Evaluate the use of certain construction techniques or building materials to improve energy efficiency and mitigate potential environmental consequences during the design process for building or renovating public facilities.
- **Strategy A.5** Review current efforts to inform citizens about public facilities and services and develop a comprehensive promotional program.

THEME II - CITY OF ORGANIZED DEVELOPMENT

Service Availability, Delivery, and Facilities

Safety/Security

Plano's reputation as a safe and secure community is the result of an organized system that includes the Fire, Police and Public Safety Communications Departments. Response time is critical when considering the effectiveness of safety and emergency services and starts with the Public Safety Communications Department, which accepts emergency calls from the public and dispatches fire, police, or other personnel to a wide range of emergencies and other requests for assistance.

Plano's Fire Rescue has a service target of responding to 90% of emergency calls within seven minutes. A key element in achieving this goal is fire station location planning. At this time, the city has ten strategically-placed fire stations that house emergency personnel. The city monitors response times along with the number of requests for assistance to determine if coverage assignments require adjustment or if additional apparatus or stations are needed. Greater population in Plano and surrounding cities will increase traffic and could affect the ability of personnel and equipment to respond to emergencies in a timely fashion. Fire Station 11 is under construction on Los Rios Boulevard, east of Jupiter Road to improve response times to the growing residential areas of northeast Plano. Future plans call for two additional stations to improve response times to emergency incidents in the central and northwestern sections of the city. Fire Station 12 will be built at the northwest corner of Coit Road and Parker Road and Fire Station 13 is planned for a location in the Legacy area on the west side of Corporate Drive, north of Tennyson Parkway.

Police response times are more dependent upon having a full complement of personnel and vehicles for patrol purposes than on the location of stations. The Police Department disperses personnel out of its main station in Downtown Plano, the Joint Use Facility at the Maribelle Davis Library on Independence Parkway, and the Assembly Point on Democracy Drive in Legacy. There are no plans at this time to add new facilities.

In response to the uncertainty of terrorism, natural disasters, and other potentially dangerous events, the city has recently established the Office of Homeland Security and is in the process of developing a "Hazard Mitigation Plan." This plan will assist the city with the mitigation of damages from potential man-made and natural disasters.

Both the Fire and Police Departments provide educational programs to the public regarding crime and fire and injury prevention. They make presentations to school children and conduct seminars for adults. The Police also meet with local neighborhoods to assist residents in addressing crime prevention in their area through the Neighborhood Crime Watch program.

2-22

Educational and Reference Resources

Plano's libraries have been strategically located to maximize service throughout the city. The Library Services Department operates five full service libraries as opposed to providing one main location with branches offering limited services. The location of each library is within a residential neighborhood near a major thoroughfare and was carefully chosen to maximize coverage across the city. Considering the fact that Plano has a land area of over 72 square miles, this approach has proven to be an effective way of providing comprehensive services to meet a wide range of needs within the city. Service indicators are based on the number of patrons that visit each library. Patronage is fairly evenly distributed among the libraries indicating that the five facilities are adequate to serve the city's population at this time.

Plano Centre

The Plano Centre is a multipurpose facility that provides venues for a wide range of activities from conventions to exhibits, business meetings, and wedding receptions. The facility is located at the southwest corner of Spring Creek Parkway and Jupiter Road across the street from Oak Point Recreation Center and Collin County Community College's Spring Creek Campus. It is also near Oak Point Nature Preserve, which includes an outdoor amphitheater. Despite its proximity to these significant facilities, Plano Centre has not been as successful in attracting major events as originally hoped. It lacks a major nearby hotel to house overnight convention and conference attendees. Efforts to date to place a hotel on adjacent property owned by the City of Plano have been unsuccessful. Its distance from U.S. Highway 75 (approximately one-half mile) has been a concern to many potential hotel providers. The facility's size has also been identified as a limiting factor in attracting some major events.

The city will need to continue to evaluate opportunities to place complementary facilities near Plano Centre. A consultant study is underway at this time to identify factors that could benefit the long-term success of the facility.

Tourism

The Plano Convention and Visitors Bureau promotes tourism within the city. Tourism is an effective revenue generator for the city through fees for using public facilities. The city also receives additional tax revenues from local retailers, restaurants, and hotels that experience increased business.

Cultural Amenities

Most of Plano's cultural amenities are located in the historic center of the city. This serves the dual purpose of preserving the city's heritage and creating a primary cultural gathering place. The Haggard Park Historic District, the Interurban Railway Museum, Thornton House (Plano's African-American Museum), the Courtyard Theater, and the ArtCentre of Plano Theater are located in or near downtown Plano. The ArtCentre also includes an art gallery. Another cultural facility, the Heritage Farmstead Museum, is located approximately two miles west of downtown. These cultural amenities generally appeal to a local audience and are not well known outside of Plano. Plano currently uses funds generated by state taxes from overnight hotel and motel stays to help fund cultural groups and heritage preservation organizations that provide cultural activities and events.

Other Services and Facilities

The Environmental Waste Services Division (EWS) provides weekly collection of residential solid waste and yard trimmings, bi-weekly collection of recyclable materials, monthly collection of bulky wastes, and on-call collection of household chemicals. The city is divided into service zones that are regularly updated to maximize efficiency using a computerized modeling system. Solid waste is collected and taken to two "Transfer Stations" operated by the North Texas Municipal Water District, which is responsible for transporting the waste in larger quantities to a regional landfill. Yard trimmings, recyclables, and most household chemicals are diverted to appropriate recycling facilities. This system has provided for efficient and cost effective service to Plano residents. Commercial solid waste removal services are provided by a private vendor contracted with the city.

2-23

The Environmental Health Department provides animal protective services from a central location adjacent to the city's Parkway Service Center. There are no plans at this time to add facilities in other locations. However, there are plans to expand the facility. It will be necessary to monitor the impact of Plano's population increases and demographic changes on pet ownership to ensure that current facilities can adequately address future needs. In addition to collecting and confining stray pets, the Animal Services Division also responds to concerns about wild and/or dangerous animals.

Five Year Service Plans

City departments with expanding operations and increasing facility requirements prepare five year service plans. These plans are used to determine future needs and facilities and operations. The service plans enable the departments to establish budget and service priorities to achieve the objectives listed in this element.

Objectives for Theme II – City of Organized Development

- **Objective B.1** Provide police protective services that make Plano a safe place to live and work.
- **Objective B.2** Coordinate efforts of different departments in the provision of basic municipal services.
- **Objective B.3** Maintain a level of operational readiness that will provide a timely and appropriate response for fire suppression, EMS, and other emergencies.
- **Objective B.4** Mitigate damages from potential man-made and natural hazards through use of Plano's Hazard Mitigation Action Plan.
- **Objective B.5** Provide high quality library services to the residential and business communities of Plano.
- **Objective B.6** Increase the ability of Plano Centre to attract major conferences and conventions.
- **Objective B.7** Encourage the establishment of local cultural facilities and activities that enhance the sense of community.
- **Objective B.8** Deliver environmental waste services that are economically feasible and environmentally responsible.

Strategies for Theme II – City of Organized Development

- **Strategy B.1** Identify and utilize policing methods that proactively address crime and its root causes by working in concert with various civic organizations, neighborhood groups, and the public.
- **Strategy B.2** Where possible, involve citizens directly through Neighborhood Crime Watch units and other programs aimed at improving safety and awareness of potentially threatening situations.
- **Strategy B.3** Use five-year service plans as a guide to the provision of municipal services specific to city departments.
- **Strategy B.4** Regularly monitor response effectiveness for fire suppression, EMS, and other emergencies, and if necessary, identify adjustments to operations and resources that could improve performance levels.
- **Strategy B.5** Maintain a response time of seven minutes or less to 90% of all fire and emergency calls.
- **Strategy B.6** Complete the city's Hazard Mitigation Action Plan to eliminate and reduce negative effects of all disasters.
- **Strategy B.7** Provide a full array of quality library services ranging from audio, books, and periodicals distribution to research and technology services in conveniently located facilities across the city.
- **Strategy B.8** Explore the addition of complementary facilities on the Plano Centre site or surrounding properties that would enhance its ability to attract regional and national events.

2-24

- **Strategy B.9** Conduct a comprehensive study of the Plano Centre. The study should compare it with similar facilities. The future role of Plano Centre as a community facility should be determined and actions identified to ensure long-term success.
- **Strategy B.10** Use "hotel/motel" tax funds to assist organizations that provide local cultural facilities and services.
- **Strategy B.11** Regularly review solid waste and recycling collection to improve efficiency and cost effectiveness.

THEME III – CITY IN TRANSITION

Changing Demographics

The composition of Plano's population is changing, and this could impact the provision of municipal services. The population is becoming older and more diverse as reflected by the following changes that occurred between the 1990 and 2000 Census:

- The percentage of people over age 45 increased (20% to 28%) while the percentage of the population less than 45 years decreased (80% to 72%).
- The median age of Plano residents increased from 31 years to over 34 years.
- The percentage of people who identified themselves as belonging to a minority racial group or ethnicity almost doubled from 14.6% to 27.2%.
- The African-American or Black population grew by 110%.
- The Hispanic population increased by 179%.
- The Asian population grew by 351%.
- Percentage of people born in another nation increased from 7.5% to 17.1%.

These trends are consistent to what is happening in other suburban cities across the United States. Another significant demographic trend reflected in the 2000 Census involved immigration. Immigrants from around the world are now coming to metropolitan areas such as Dallas, Atlanta, and Phoenix as well as the traditional destinations like Chicago, Los Angeles, and New York City. In addition, many immigrants now bypass central cities to live in the suburbs to take advantage of educational and employment opportunities found there. The increase in Plano's foreign born population is consistent with this trend.

Some examples of changing service demands and requirements that could result from Plano's demographic changes include:

- More library materials in Chinese and Spanish
- Request for multilingual assistance
- More resources in audio format and larger print
- Additional athletic facilities to accommodate a wider range of sport activities
- Lighted street signs with larger fonts
- Increased demand for emergency medical services
- Increased use of city facilities to host celebrations of cultural events

The impact of demographic changes on municipal services should be monitored closely in the coming years.

Development Trends

In the past, the city has focused on constructing new facilities and expanding services to meet the needs of a fast growing community. Plano is nearing maturity and the growth rate is decreasing. There are very few large tracts of land remaining for development. The city must shift its attention to adding the "finishing touches" to its facilities and services.

2-25

The lack of available land will not only affect private development opportunities, but will also make it more difficult and costly for the city to find land appropriately located and the size required to accommodate public facilities. Therefore, the city will need to review its facility requirements and reserve land for future facilities before the remaining property is developed by the private sector.

Downtown Plano is an example of a new trend in land use known as "Transit-Oriented Development" (TOD) which provides for a compact mixed use, pedestrian-oriented neighborhood focused around a transit facility. Significant public and private reinvestment in downtown Plano, the preservation of Plano's original business district, and the application of urban development standards have combined to revitalize this area. The city operates a number of public facilities in downtown Plano such as the Municipal Center, Municipal Center South, the Police and Courts Building, the Interurban Railway Museum, Courtyard Theater, and the Cox Building which it shares with the Plano Independent School District (PISD). The city also owns Haggard Park, parking lots, and some vacant tracts of land. The city must ensure that its various downtown properties are utilized in a manner that enhances the long-term viability of downtown Plano and maximizes the impact of public and private investment. It needs to evaluate its various downtown properties to determine how they will serve its long-term needs and encourage private reinvestment in the area.

Changing Service and Facility Requirements

Changing demographics and development trends will affect the provision of public services and facilities. As Plano's population characteristics change, the provision of municipal services will have to change. A growing elderly population decreases school enrollment and the need for certain types of recreational facilities while increasing the demand for facilities that are more accessible for those with diminished physical acuity. A growing international population means communication in languages other than English and the ability to interact with other cultures. The City of Plano is trying to respond to these changes by:

- Lighting street signs and enlarging lettering at major intersections.
- Providing books with larger type that is easier to read.
- Adding more books in audio format.
- Providing library materials in Chinese and Spanish.
- Using a pool of city employees that are familiar with languages and cultures of other nations to assist citizens accessing city services.

Adjusting facilities and services to changing demographics is an ongoing process that requires regular monitoring. Some neighborhoods currently have high percentages of households without children and require fewer active recreational facilities. However, these neighborhoods may eventually "turn over" to young families with children, and service and facility provision will need to readjust accordingly. Facilities that house city services may need to change as well. There is growing demand for indoor meeting spaces in the libraries and recreation centers. The city and school districts should evaluate opportunities to share facilities to accommodate meetings and other neighborhood activities.

The Master Facilities Plan provides a detailed inventory of city facilities, a summary of proposed facilities, and a process for coordinating their development and utilization over time. It is intended to guide both long term planning and near-term programming for developing budgets and capital investment schedules. It provides for an ongoing committee represented by staff members from the various departments that operate public facilities along with the Budget and Planning Departments. The committee evaluates the yearly Community Investment Program (CIP) and identifies potential projects for future bond referendums.

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The Master Facilities Plan requires regular updating to address current conditions along with the changing needs of Plano as a maturing city. The ability of Plano's facilities to meet the long-term needs of its citizens will require periodic monitoring and evaluation. Most structures will require upgrading and modernizing to accommodate technological advances and the changing expectations of their users and customers. Others will require replacement or redevelopment if they "wear out" or cannot be adapted to changing requirements.

The magnitude of recent terrorist acts and natural disasters has forced the city to focus on public safety and welfare issues that exceed those normally addressed by police and fire operations. The City of Plano has established a Homeland Security Division to coordinate activities to address and mitigate the impact of these occurrences at the local level. With competing demands for public resources, there will be a significant challenge to provide this new service while maintaining the quality of fire and police services to which residents have become accustomed.

Financial Challenges

Over the past 40 years, Plano's explosive growth and development generated a steady stream of revenues from permitting fees, expanding property valuation, and retail sales. As the city matures, these funding sources may level off or even decline. At the same time, the city is faced with increased operational costs for aging facilities and infrastructure. Maturing cities like Plano must become innovative and willing to explore options for maintaining high service levels while the growth in revenues diminishes. One way to accomplish this could be by combining resources with other local governments to increase efficiencies and reduce expenditures. However, opportunities to share facilities and services with other entities will need to be examined carefully to ensure that the quality services Plano residents are accustomed to receiving are not diminished by the cost saving efforts.

Cultural Facilities

Like most suburban cities in the Dallas-Fort Worth metroplex, Plano relies on the central cities to provide major cultural amenities such as art, science, and natural history museums; zoos, wildlife parks, and botanical gardens. The continued growth of Plano and other suburban cities, coupled with increased demand on existing facilities, may create a demand for more cultural facilities in Collin County and surrounding areas.

This increased demand is likely to place the City of Plano in one of two roles relating to the provision of future cultural facilities: "initiator" or "facilitator." The city must carefully examine challenges and opportunities of proposed cultural facilities to determine involvement and the role it should play.

As initiator, the city would lead the effort to plan, design, build, and operate a cultural facility. In doing so, Plano must determine if the facility accomplishes city objectives and if the commitment of municipal resources and leadership are necessary to complete the project.

An example of a project in which the city was the initiator is the Courtyard Theater. The city leased the Cox Gymnasium from the PISD in 1999 and provided funding for the restoration of the building. The historic exterior of the structure was maintained while the interior was restored to accommodate a performing arts center.

In the facilitator role, the city would evaluate a proposal from another organization (public or private), determine if it will meet objectives, compare its priority to other projects, and evaluate the potential for partnering with the organization to complete the project. The city's role could include the purchase of land or the provision of an existing city-owned property for the facility while operation becomes the responsibility of the other organization.

An example of a project in which the city was the facilitator is the ArtCentre of Plano. The organization owns the property and operates the facility. The city provides funds for restoration of the building through Heritage Preservation grants and Cultural Affairs grants for programming.

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When determining whether or not to participate in the provision of public facilities and the role that it should take in response to certain facility proposals, the city should consider the following:

1. In general, what types of cultural facilities is the city willing to support?
2. Where are the current and future gaps in the provision of cultural facilities?
3. Which types of cultural amenities are best served by regional, sub-regional, or local facilities?
4. What is the demand and value to the community if the facility is provided?
5. What will the impact be without the facility?
6. What public and private funding options are available to support certain types of facilities?
7. Based on the above, should the city:
 - a. Support the facility?
 - b. If yes, as a facilitator or initiator?
 - c. Seek support from a local, sub-regional, or regional base?

Objectives for Theme III – City in Transition

- **Objective C.1** Adapt the provision of municipal services and facilities to a changing population.
- **Objective C.2** Provide for appropriately located and functional public facilities in response to the diminishing availability of appropriate sites for both public and private development.
- **Objective C.3** Utilize city-owned properties in downtown Plano to enhance its role as a major focal point and gathering place for the community.
- **Objective C.4.** Establish a framework for upgrading and/or redeveloping city facilities over time.
- **Objective C.5** Define and regularly update Plano's role and responsibility in the overall network of "Homeland Security."
- **Objective C.6** Provide high quality city services despite leveling revenues.
- **Objective C.7** Define the role of the city in the provision and funding of cultural amenities available to Plano residents.

Strategies for Theme III – City in Transition

- **Strategy C.1** Study the needs of different cultures living in Plano and the possible impacts on municipal service content and delivery and make adjustments where appropriate.
- **Strategy C.2** Study the impacts of an aging population on the content and delivery of municipal services.
- **Strategy C.3** Update the Master Facilities Plan on a periodic basis and use it to prioritize and schedule projects for the CIP.
- **Strategy C.4** Evaluate city-owned properties in downtown Plano to determine how they can be utilized to accommodate city services and support private redevelopment and reinvestment in the area.
- **Strategy C.5** Develop a comprehensive program for updating, renovating, and if necessary, replacing municipal facilities over time. This should include a comprehensive inventory of these facilities, dates of construction, and "life expectancy."
- **Strategy C.6** Update Plano's Emergency Management Plan to improve preparedness, response, and recovery efforts from a disaster.
- **Strategy C.7** Establish a process for identifying alternative resources for funding facility improvements and municipal services.
- **Strategy C.8** Consider opportunities of sharing facilities and service delivery with other entities that could improve efficiency without compromising the quality Plano residents expect.
- **Strategy C.9** Develop a policy framework that can be consistently applied to requests for the city's involvement in the development and operation of cultural facilities.

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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:	6/12/06	Reviewed by Legal <i>AL</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>5/13/06</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ARTS OF COLLIN COUNTY COMMISSION, INC.; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>The participating Cities are required to approve any changes to the ACC Articles of Incorporation. The ACC has recommended several changes to the Articles, including providing expanding the list of charitable activities it may engage in; reiterating within the Articles a portion of the Internal Revenue Code regarding the limits for engaging in activities influencing legislation; identifying the current named directors; and, providing that any disposition of the assets by the Cities shall be in accordance with IRS code. The majority of these changes were proposed by the IRS in response to the ACC's request for a determination letter from that agency. This Resolution approves the Amended and Restated Articles of Incorporation of the Arts of Collin County Commission, Inc. with the above described changes.</p>				
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 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ARTS OF COLLIN COUNTY COMMISSION, INC.; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a regularly scheduled meeting of the Arts of Collin County Commission, Inc. ("ACC"), with a quorum in attendance, the ACC reviewed and approved the Amended and Restated Articles of Incorporation of Arts of Collin County Commission, Inc.; and

WHEREAS, as an Owner City, Plano's approval of the Amended and Restated Articles of Incorporation of Arts of Collin County Commission, Inc. is required; and

WHEREAS, the City Council finds that the Amended and Restated Articles of Incorporation for Arts of Collin County Commission, Inc. are acceptable and should be approved.

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

Section I. The proposed Amended and Restated Articles of Incorporation of Arts of Collin County Commission, Inc. attached hereto as Exhibit "A" are hereby approved.

Section II. Any resolution of the City of Plano, Collin County, Texas, in conflict with the provisions of this Resolution is hereby repealed; provided, however, that all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ARTS OF COLLIN COUNTY COMMISSION, INC.

Pursuant to Section 431.102 of the Texas Transportation Code (the "Act"), Chapter 394 of the Texas Local Government Code and the Texas Non-Profit Corporation Act, the undersigned Texas non-profit corporation (the "Corporation") adopts the following Amended and Restated Articles of Incorporation which restate the entire articles of incorporation as amended and supplemented by all certificates of amendment previously issued by the Texas Secretary of State and as further amended by these Amended and Restated Articles of Incorporation. Each director is at least eighteen (18) years of age or more, a resident and a qualified voter of the City of Allen, Texas, the City of Frisco, Texas, or the City of Plano, Texas (collectively, the "Cities" and, each individually, a "City") and a citizen of the State of Texas.

1. Each amendment to the articles of incorporation of the Corporation has been effected in conformity with the provisions of the Act.

A. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Allen, Texas, on _____.

B. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Frisco, Texas on _____.

C. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Plano, Texas, on _____.

2. The following provisions of the articles of incorporation have been altered:

Article IV: The purpose or purposes of the Corporation have been amended to specify that the Corporation is a Texas non-profit corporation whose purposes include charitable, scientific and/or educational activities, in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986 or any successor statute. In addition, Article IV has been amended to specify that the net earnings of the Corporation shall not inure to the benefit of a private individual and that no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation or a political campaign.

Article VIII: The names and addresses of the initial directors have been deleted, and the names and addresses of the current directors have been added.

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Article IX. The article has been updated to indicate that the names listed are of the original incorporators.

Article X: The listing of resolutions adopting the Articles of Incorporation has been deleted, and the resolutions adopting these Amended and Restated Articles of Incorporation have been added.

Article XII: Paragraph (E) has been added to specify that in the case of dissolution, all assets must be distributed in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986 or any successor statute. Any assets not disposed of by the Board must be disposed of by the Cities in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986 or any successor statute.

3. This instrument accurately copies the articles of incorporation and all amendments thereto that are in effect to date and as further amended by the Amended and Restated Articles of Incorporation below. This instrument contains no other change in any provision thereof.

4. The restated text of the entire articles of incorporation, as amended and supplemented by all certificates previously issued by the Texas Secretary of State, and as further amended by these Amended and Restated Articles of Incorporation, is as follows:

ARTICLE I

The name of the corporation is the Arts of Collin County Commission, Inc. (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

A. The Corporation is organized and shall be operated exclusively for charitable, scientific, educational, public and/or cultural purposes to the fullest extent permitted under both the Act and the Internal Revenue Code of 1986, 26 U.S.C. 501(c)(3) or any successor statute, as the same may be now or hereafter amended. No part of the net earnings of the Corporation shall inure to the benefit of any private individual, no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except as otherwise permitted by 26 U.S.C. 501), and the Corporation shall not participate in, or intervene in (including the

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publishing or distributing of any statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

B. The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the cities, and to promote, develop, encourage and maintain cultural facilities, commerce and economic development in the Cities.

C. The Corporation is further organized to aid, assist and act on behalf of the Cities by financing, constructing, owning, managing and operating performing and visual cultural arts facilities, together with land and improvements related thereto, and other cultural facilities. Subject to applicable state law and any contractual obligations of a City or the Corporation, a City or Cities may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in the Bylaws of the Corporation (the "Bylaws").

D. The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Cities and to engage in activities in the furtherance of the purposes for its creation.

E. The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396 Vernon's Texas Civil Statutes (the Texas Non-Profit Corporation Act).

F. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the written consent of each of the Cities or as otherwise allowed by the Bylaws.

G. The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time. References herein to the consent or written consent of a City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

A. All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting initially of five (5) persons. Additional persons may be added to the Board in accordance with the Bylaws. The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. Each initial Director named in Article VIII hereof shall serve for the term prescribed in Article VIII. Subsequent Directors shall be appointed to the Board as prescribed in the Bylaws. Except as provided in the Articles of Incorporation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the entity responsible for the appointment of that Director under the Bylaws. The initial President of the Board shall be George S. Robinson and the Board shall designate by majority vote each subsequent President of the Board.

B. All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 210 W. McDermott, Allen, Texas 75013 and the name of its initial registered agent at such address is George S. Robinson.

ARTICLE VIII

The number of Directors currently constituting the Board is five (5). The names, addresses and terms of office of the five (5) current Directors, a majority of whom reside within one of each of the Cities, are:

NAME ADDRESS TERM EXPIRES

Maher M. Maso 10902 Ormond Lane, Frisco, Texas 75035 September 30, 2008

George S. Robinson 5044 Bridge Creek Drive, Plano, Texas 75093 September 30, 2006

Betty Bell Muns 5502 St. Andrews Court, Plano, Texas 75093 September 30, 2006

David Sterling 1514 High Country Lane, Allen, Texas 75002 September 30, 2007

Nick Barretta 12 Woodcreek Lane, Frisco, Texas 75034 September 1, 2007

ARTICLE IX

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The names and street addresses of the original incorporators, each of whom resides or resided within one of the Cities forming the corporation were:

NAME ADDRESS

George S. Robinson 5044 Bridge Creek Drive Plano, Texas 75093

Maher Maso 10902 Ormond Lane Frisco, Texas 75035

Steve Matthews 103 W. McDermott, Suite 200 Allen, Texas 75013

ARTICLE X

A. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Allen, Texas, on _____.

B. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Frisco, Texas on _____.

C. Resolution No. _____ approving the form of these Amended and Restated Articles of Incorporation has been adopted by the City Council of the City of Plano, Texas, on _____.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII

A. In accordance with the provisions of Section 501(c)(3) of the Code, and regardless of any other provisions of these Articles of Incorporation or the laws of the

State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual; (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and establishing a reserve shall accrue to the Cities in an amount that is in proportion to the percentage of funds each City contributed to the Corporation's annual budget for that year.

B. The Cities shall, at all times, have an unrestricted right to receive any income earned by the Corporation, in an amount that is in proportion to the percentage of funds each City contributed to the Corporation's annual budget for that year exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. No part of the Corporation's income shall inure to the benefit of any private interests.

C. If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

D. Any capital project(s) of the Corporation as well as all plans and specifications of any improvement to be made by the Corporation where the project or improvement's value is in excess of \$100,000 or adds to the annual operations and maintenance costs by more than the limit established in the Bylaws shall be approved in writing by each of the Cities unless otherwise authorized by the Bylaws.

E. Upon the dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer all remaining assets to the Cities. Disposition of the assets by the Cities, whether jointly or individually, shall be exclusively for religious, charitable, educational, scientific, public or cultural purposes as shall at the time qualify under Section 501(c)(3) of the Internal Revenue Code of 1986 or any successor statute, as any of the same may be now or hereafter amended.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as

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defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIV

Subject to any restrictions contained in applicable state law, if each of the Cities considers and approves a concurrent resolution, ordinance or order directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed equally among the cities then participating in the activities of the Corporation.

ARTICLE XV

These Articles may not be changed or amended unless approved in writing by each of the Cities.

IN WITNESS THEREOF, we have hereunto set our hands this ____ day of _____, 200__.

George S. Robinson
President of the Arts of Collin County
Commission, Inc.

Nick Barretta
Secretary of the Arts of Collin County
Commission, Inc.

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