PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 25, 2007, FOLLOWED BY 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 A. Respond to questions and receive legal advice on agenda items	Wetherbee	15 min.
II.	Real Estate A. Direction concerning an Offer to Purchase Property Owned by City of Plano Located NWC of K Avenue and Park Boulevard	Turner	15 min.

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Personnel Appointments A. Self Sufficiency Committee	Council	5 min.
III.	Comprehensive Monthly Financial Report	McGrane	10 min.
IV.	Mobility Report	Neal	10 min.
V.	Discussion and Direction re Sculpture Event	Drotman/ Wear	15 min.
VI.	Police Range Update	Brashear	15 min.
VII.	Presentation re Allocation of Funds for the Retirement Security Plan	Ross	10 min.

VIII.	Council items for discussion/action on future agendas	Council	5 min.
IX.	Consent and Regular Agenda	Council	5 min.
X.	Council Reports 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	Council	5 min.

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 25, 2007**

CALL TO ORDER: **7:00 p.m.**

INVOCATION: Imam Yaseen Shaikh
Islamic Association of Collin County

PLEDGE OF ALLEGIANCE: Representatives of Boys & Girls Clubs of Collin County Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	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. **The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.** **SPECIAL RECOGNITION** Presentation: To City of Plano – The CLIDE Award for Advancement in the Principles of Development Special Recognition: Parade Magazine's All-America High School Boys Soccer Team Member and All-America High School Girls Soccer Team Members **OATHS OF OFFICE** Animal Shelter Advisory Committee - Jamey Cantrell **THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING** **COMMENTS OF PUBLIC INTEREST** **This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.** **BOARD AND COMMISSION REPORT** Board of Adjustment, Chris Polito **CONSENT AGENDA** **The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.**	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	**Approval of Minutes** June 5, 2007 June 11, 2007 **Approval of Expenditures** **Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**	
(b)	**Bid No. 2007-40-C** for EMS Medical Services Billing & Collection Services to Southwest General Services of Dallas LLC in the estimated amount of $336,000 (4.75% of net collections) for the initial two-year term. This will establish an annual fixed percentage contract, with two optional two-year renewals.	
(c)	**Bid No. 2007-152-C** for an annual fixed price contract for Professional Kitchen Personnel for Food Services at Plano Centre to SMB Services in the estimated annual amount of $25,000. This will establish a one-year contract with three City optional one-year renewals.	
(d)	**Bid No. 2007-165-B** for Russell Creek at Hedgcoxe Sewer Line Rehab project to Redline Services, Inc., in the amount of $137,170. The project consists of the repainting of the 33-inch aerial sanitary sewer main crossing Russell Creek just south of Hedgcoxe Road. A wing wall on the box culvert will be rebuilt to protect the aerial crossing.	
(e)	**Bid No. 2007-148-B** for the Erosion Control – Waasland Drive and Timothy Drive project to ARK Contracting Services, L.L.C., in the amount of $487,705. The project consists of construction of gabion erosion control structures in creek areas.	
(f)	**Bid No. 2007-166-B** for Water Crossings No. 1 to Jim Bowman Construction Co., L.P., in the amount of $389,743. The project consists of the construction of approximately 1,250 feet of water lines at the following locations: 14th Street – East of Jupiter Road; Parker Road at Buckboard Drive; Alma Drive at Spicewood Drive; Spring Creek Parkway – East of Pleasant Valley Drive; Ranchero Road; and Headquarters Drive at Dallas Parkway.	
(g)	**Bid No. 2007-123-B** and Conditional Acceptance of the lowest responsible Bid/Proposal for the Park Erosion Control Structures 2007 to ERWS, Inc. in the amount of $589,000. The bid is for construction of gabion earth retention rock baskets and miscellaneous erosion control devices.	
(h)	**Bid No. 2007-153-B** for renovating portions of Haggard and Harrington Libraries to Concord Commercial Services, Inc., in the amount of $463,271. The project consists of renovating portions of Haggard Library basement for a Genealogy Department being relocated from Harrington Library. Lobby and vacated areas at Harrington Library will be renovated.	
	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).	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To authorize the design and construction of the Plano Police Academy Gun Range, in the amount of $2,783,000, from Centennial Contractors Enterprises, Inc., through a Texas Cooperative Purchasing Network contract; and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4538)	
(j)	To approve the purchase of an Alarm and Camera System for the Tom Muehlenbeck Recreation Center in the amount of $138,246. The contract numbers for this bid will include: TEMSCO Solutions, Inc. – (TXMAS-5-840170), Northern Access Control – (TXMAS-246-35(1), and Honeywell CCTV System – (TXMAS-246-42-1) through an existing contract/agreement with Texas Multiple Award Schedule- TXMAS, and authorizing the City Manager to execute all necessary documents.	
(k)	To rescind previously awarded Mini-ANDROS II Vehicle awarded by City Council on March 20, 2007 in the amount of $81,153.00; and to authorize the purchase from an Existing Contract/Agreement of an Explosive Ordinance Device (EOD) Vehicle in the amount of $87,406 from Remotec Incorporated through a Texas Building and Procurement Commission-Multiple Award Schedule contract, and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS #GSA-84; 5-84030).	
(l)	To approve the purchase of preschool playground for the Tom Muehlenbeck Recreation Center from The PlayWell Group in the amount of $42,710 through an existing contract/agreement with Plano ISD, and authorizing the City Manager to execute all necessary documents. (Interlocal Contract No. 2006-77-I)	
(m)	To authorize the purchase of upholstered stack chairs for Plano Centre in the amount of $167,000 from Virco Inc. through an existing contract with US Communities, and authorizing the City Manager to execute all necessary documents. (US Communities Contract No. 0204011)	
	Change Order: (Change to current City of Plano contract allowable under State law)	
(n)	To Dean Electric, DBA Dean Construction, increasing the contract by $485,216, Change Order No. 4. (Original Bid #2006-151-B) This change order is for the addition of a restroom/storage building, shade structure, plaza, and 39 parking places. These facilities will also serve the future skate park and the neighborhood park area of Archgate Park.	
	Approval of Partial Funding Request	
(o)	To approve a request from the Blackland Prairie Festival, Inc. for partial funding from the event appropriation in FY 2006-07, in the amount of $15,225 to continue the planning for a return of the event in 2008.	
	Approval of Easements	
(p)	To approve the purchase of a 5,045 square foot water line easement and an 8,636 square foot temporary construction easement from Matthew G. and Kristen L. Twyman at 3620 Ranchero Road, in the amount of $41,430; and authorizing the City Manager to execute documents necessary to complete the purchase.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	Adoption of Resolutions	
(q)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and ND Satcom, Inc. a North Carolina Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(r)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and CVE Technology Group, Inc. a Texas Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(s)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Texakoma Operating, L.P., a Texas Limited Partnership to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(t)	To approve a modification to a Lease Agreement by and between the City of Plano, Texas, and Plano Sports Authority, Inc.; authorizing its execution by the City Manager; and providing an effective date.	
(u)	To approve the terms and conditions of a quote by and between the City of Plano and Diversified Metal Fabricators, Inc., the sole source provider of bleachers with vinyl coated steel seats and vinyl coated seat backs; authorizing its execution by the City Manager; and providing an effective date.	
(v)	To approve the terms and conditions of an Annual Supply Contract by and between the City of Plano and Interspec LLC, the sole source provider of the MIR Centralized Irrigation Control System, authorizing its execution by the City Manager; and providing an effective date.	
(w)	To approve the terms an conditions of and Assignment of Airspace Agreement by and between the City of Plano, Texas and The Shops at Legacy, L.P. to The Shops at Legacy (Inland), L.P.; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.	
(x)	To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Electronic Data Systems, a Delaware Corporation, to locate, place, attach, install, operate, and maintain one 32-inch diameter street casing pipe with six 6-inch PVC conduits containing electrical cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(y)	To suspend the July 30, 2007 effective date of the proposal by Atmos Energy Corp., Mid-Tex Division to implement interim grip rate adjustments for gas utility investment in 2006; authorizing participation with the Atmos Cities Steering Committee ("ACSC") in a review and inquiry into the sufficiency of the filing and the basis of the proposed rate adjustments; authorizing intervention in administrative and court proceedings involving the proposed grip rate adjustments; requiring reimbursement of reasonable legal and consultant ratemaking costs; and requiring delivery of this resolution to the company and legal counsel; and providing an effective date.	
	Adoption of Ordinances	
(z)	To amend Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, by amending Section 12-258, Quiet Zones, to designate the Burlington Northern Santa Fe Railroad (BNSF RR) crossing at Parker Road as a quiet zone, providing a penalty clause, a severability clause, a publication clause and providing an effective date.	
(aa)	To abandon all right, title and interest of the City, in and to that certain fifteen foot (15') wide roadway easement recorded in Volume 1811, Page 607 of the Land Records of Collin County, Texas and a portion of a forty foot (40') wide easement for right of way recorded in Volume 558, Page 142 and Page 426 of the Land Records of Collin County, Texas, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, Tuscany Engineers, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	
(bb)	To grant a permit to Children's Medical Center of Dallas to drill a water well to supply irrigation needs at 7601 Preston Road, Plano, Texas, located south of Hedgcoxe Road and west of Preston Road; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.	
(cc)	To transfer the sum of $205,756 from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation for Fiscal Year 2006-07 for the purpose of contributing additional funds to the Retirement Security Plan in order to ensure that the plan is appropriately funded; amending the budget of the City and Ordinance 2006-9-9, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.	
	ITEMS FOR INDIVIDUAL CONSIDERATION:	
	Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.	
	Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	**Public Hearing and an ordinance** of the City of Plano, Texas, to designate a certain area within the City of Plano as Reinvestment Zone No. 109 for a Tax Abatement consisting of a 13.322 acre tract of land located south of Plano Parkway in the Bowater Computer Forms Inc. Addition, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.	
(2)	**A resolution** to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, 3000 East Plano Parkway Property, LLC, a Texas Limited Liability Company and CVE Technology Group, Inc., a Texas Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date.	
(3)	**Public Hearing and Consideration of Zoning Case 2007-11** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to determine the appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas. The property is presently zoned General Office with Specific Use Permit No. 13 for Country Club and Private Club. The potential zoning may be residential or non-residential. The Planning & Zoning Commission recommended Single-Family Residence-9 as the appropriate zoning for the property. Applicant: City of Plano	
(4)	**Public Hearing and Ordinance as requested in Zoning Case 2007-12** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 583 so as to allow the additional use of Day Care Center on one lot on 6.7± acres of land located south of the intersection of Eagle Pass and Lookout Trail in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; 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: Plano Independent School District	
(5)	**Public Hearing and Ordinance as requested in Zoning Case 2007-13** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 584 so as to allow the additional use of Day Care Center on one lot on 8.0± acres of land located at the southwest corner of Eldorado Drive and Nevada Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; 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: Plano Independent School District.	

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.

THE CITY OF PLANO TEXAS JUNE 2, 1873

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 1520 Aveue K Plano, Texas on the 21 day of June 20 07 at 5:00 o'clock pm

Dale Tucker
City Secretary

city of plano

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

June 20, 2007

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice from the City Attorney, as well as discussion of one real estate item.

The Preliminary Open Meeting agenda will begin with a Self Sufficiency Committee appointment. John McGrane will provide the Comprehensive Monthly Financial Report and Lloyd Neal will provide the monthly Mobility Report. Bob Drotman with the Public Arts Committee will make a presentation regarding a potential sculpture event. Glen Brashear will follow with an update on activities at the police range. In conclusion, LaShon Ross will provide details regarding the allocation of funds for the Retirement Security Plan.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck

Thomas H. Muehlenbeck
City Manager

THM/cp

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

MEMO

DATE: June 18, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Kristy Land, Assistant City Secretary KL

RE: Personnel Appointment
Worksession Meeting

The following personnel appointment will be considered at the June 25, 2007 Council Meeting.

Executive Session	**Worksession Meeting**
No items to be considered	Self Sufficiency Committee Resignation of Arthur L. Lowe (Term Expires 10-07)

BRDSCOM/PERSMEMO

pom
II a

Preliminary Open Meeting Agenda Item III

Comprehensive Monthly Financial Report

McGrane

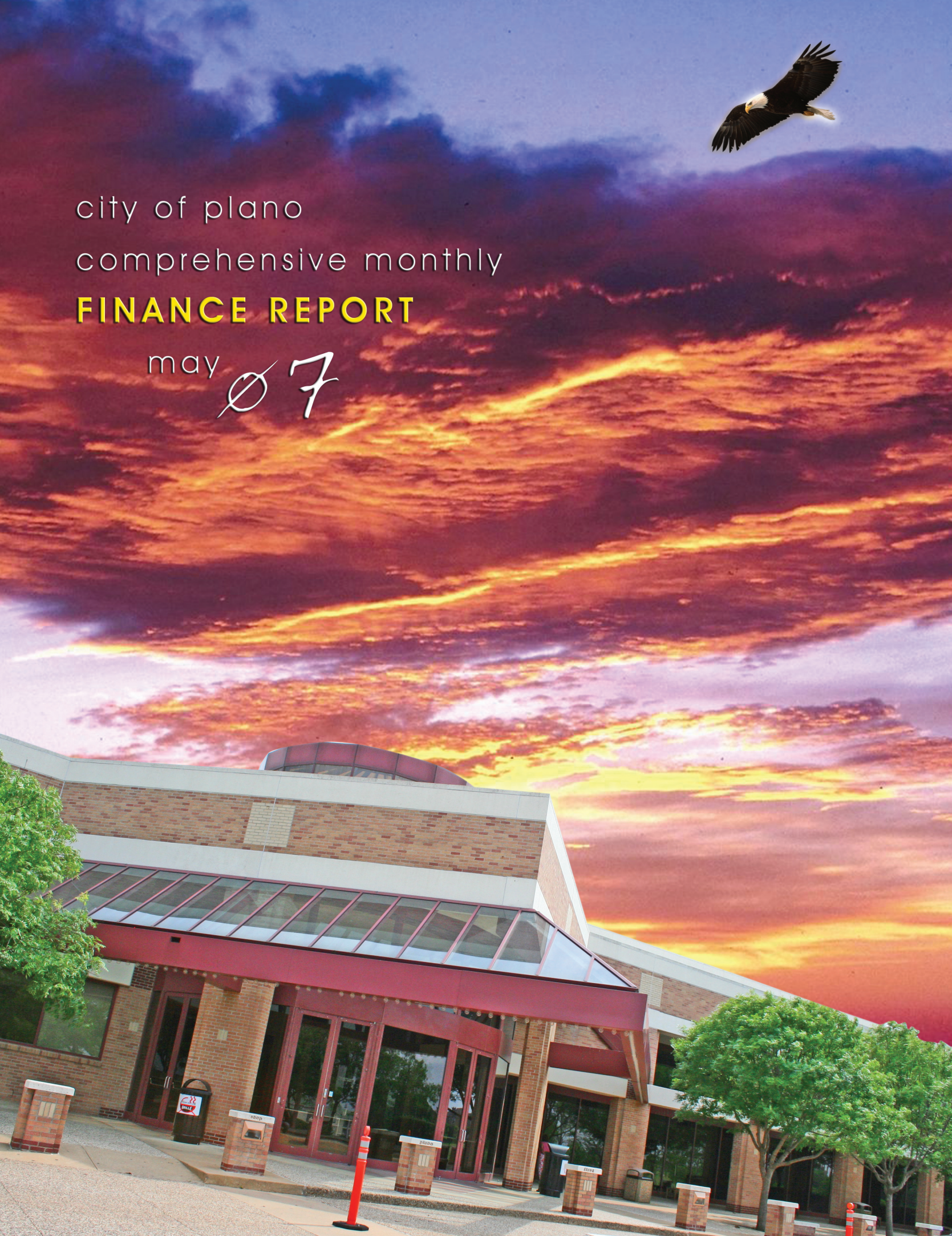
pom III a

city of plano

comprehensive monthly

FINANCE REPORT

may 07



About This Report

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

This report is comprised of four sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.

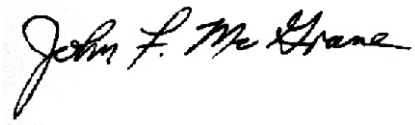
1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.

2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.

3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.

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

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



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

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SECTION 1

Financial Analysis

City of Plano

Comprehensive Monthly Finance Report

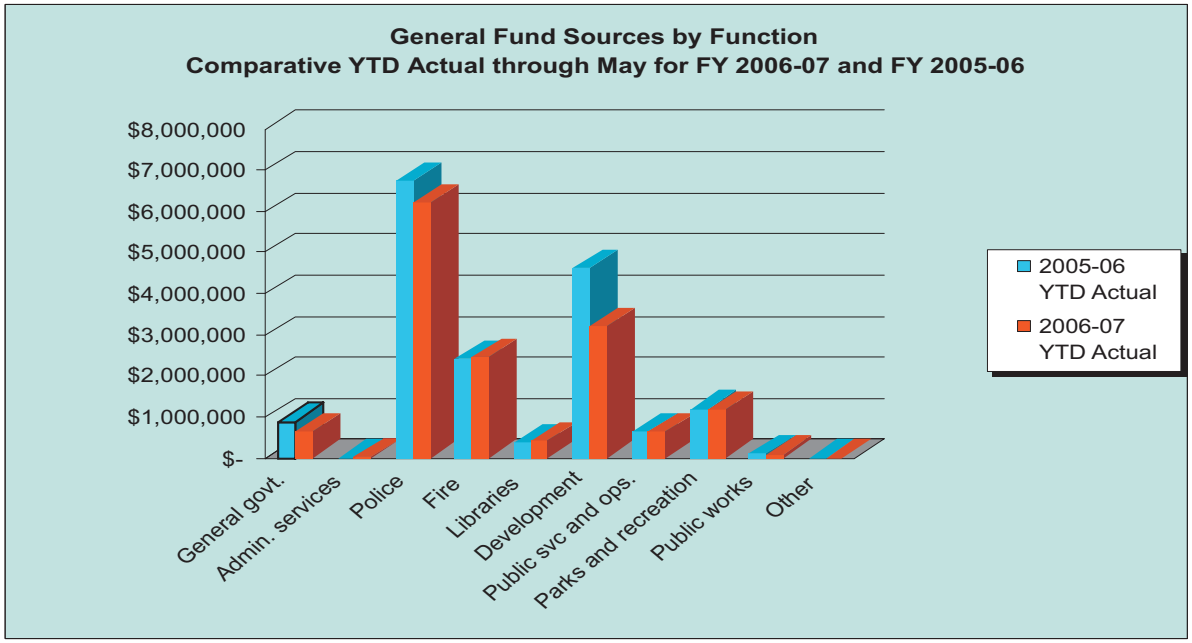
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

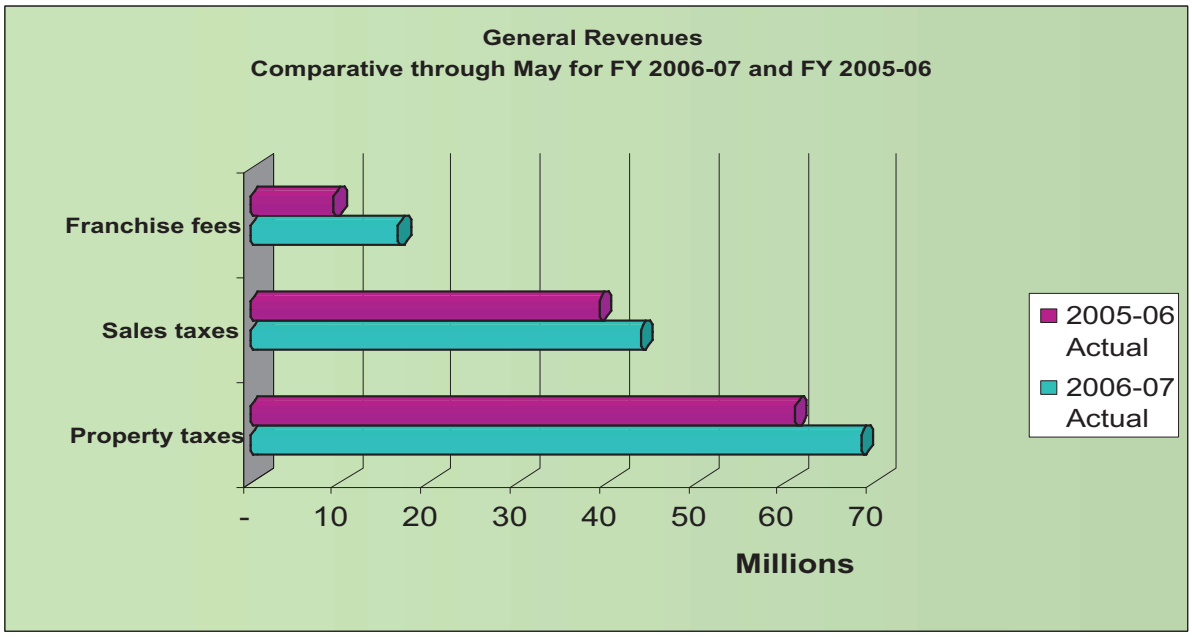
Report Notes May, 2007

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

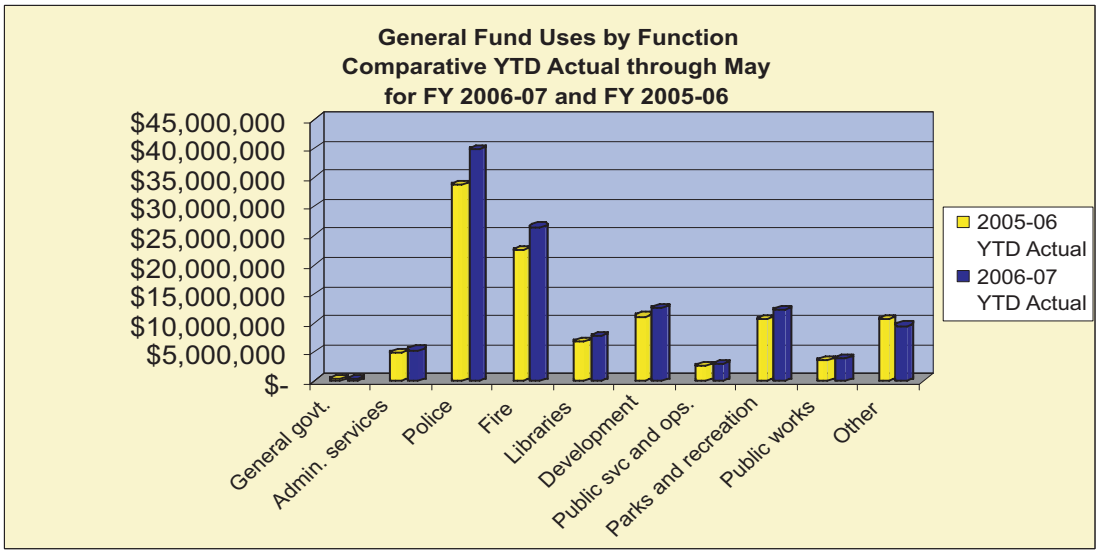
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

Highlights of General Fund Variances





Report Notes Continued
May, 2007



General Government

- In prior year, the General Fund recorded proceeds of $353,936 from the gain of the sale of Rice Field in January 2006. The sale of Rice Field included 1.895 acres of land previously purchased for $99,673. The net gain on the sale of Rice Field is $254,263.
- The City purchased abandoned residential property due to the substandard condition of the home in June 2006 in the amount of $87,667. The property sold in January 2007 for $93,853.
- The City received reimbursement from Nextel in October in the amount of $46,450 to cover employees' salaries in the Legal and Radio Shop departments working on the Nextel rebanding project.
- In the prior year, additional work was performed on the Interurban Railway Museum in addition to including a new information kiosk for the downtown retail district. The cost of these additions amounted to $11,086.
- A new monument, located at Courtyard Theater, was added in the prior year in the amount of $9,000.
- Personal services for the Professional Development department increased over prior year in the amount of $57,643 primarily attributed to a job grade upgrade as well as an additional pay period occurring in May 2007.
- The Professional Development Center has entered into agreements with Collin County Community College District, University of Texas at Dallas, Southern Methodist University and Richland College to offer diversity, management and business productivity training to City staff. The total amount of these agreements is $50,895.

Administrative Services

- The City has entered into an interlocal agreement with the Town of Prosper to provide interim manager services. The City received payment of $9,000 in April 2007 and the agreement is not to exceed $30,000.
- Payment for City Council members' services increased over prior year in the amount of $33,500 attributed to the approved increase in the current year stipend amount.

Report Notes Continued
May, 2007

Administrative Services cont.

- Personal services for administrative service departments increased over prior year in the amount of $602,021 attributed to salary increases and mid-year increases in fiscal year 2005-06 to correct compression issues within salary ranges. Additionally, a third pay period occurred in May 2007.
- Audit fees for the City's annual audit, performed by Deloitte & Touche LLP, are higher as compared to prior year. The current year contract is for $115,607 which is 6% higher than prior year.
- Costs associated with the May 2006 elections were expended in March 2006 totaling $17,496. Election costs are not budgeted in the current fiscal year due to lengthening of council member terms.
- The Human Resource Department has had an increase of $50,000 in expenditures and encumbrances in the current year for professional consulting services to provide direction to the deferred compensation steering committee regarding contractual issues with the new 457 provider. The new contract began in February 2006 and concludes in February 2008.
- In the current year, services for providing 457 account maintenance for participants are expended and encumbered in the amount of $12,000.
- In the current year, the Human Resource Department has services rendered in the amount of $9,999 to assist in the selection for a health benefits consultant.
  The Human Resource department has paid $14,321 for legal consultation pertaining to general benefits regarding retiree health care trust 115 and risk pool 172.

Police

- Court fines and forfeitures decreased year to date over prior year in the amount of $621,863 due to a decline in citations issued. Citations issued in the current year through May are recorded at 55,336 while citations issued for the same time period in prior year were 64,871. The decrease in citations and fines and forfeiture revenues is offset by an increase in collections from the City's internal and external collection agencies. This section of the Courts department is a state mandated function that began in April 2006. Warrants greater than 90 days from the issuance date that are not collected by the City are turned over to a service provider to pursue collections. The external provider is paid based on the number of warrants collected. The amount paid and encumbered in the current year is $113,870 while payments and encumbrances in prior year as of May were $76,294. The contract in the prior year was terminated in February and therefore, services were provided and paid on a month to month basis until a provider was selected.
- Revenues collected for false alarms increased $91,932 over prior year. Effective May 2006, the city ordinance was changed to allow fewer false alarms with no charge to customers. The configuration of the false alarm fees also changed utilizing a tiered structure while last year's fees were a flat amount regardless of the number of false alarms.
- In the current year, the Police department has received $71,403 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of $23,796.
- Personal services increased over prior year by $3,793,744. The increase is attributed to increased salary and benefits related expenditures, as well as increased civil service employees over last fiscal year. Additionally, a third pay period occurred in May 2007.
- Funds for new digital video recorders are encumbered in the current year in the amount of $799,100. These digital video recorders will be installed on all police vehicles.

Report Notes Continued
May, 2007

Police cont.

- A supplemental emergency event notification system is scheduled for purchase this current fiscal year costing $28,319. This new system will supplement all existing notification methods currently utilized by the City.
- A new asset management system was purchased in the current year costing $37,045.
- The Police department has spent $60,392 more in the current year for miscellaneous equipment. The amount budgeted in the current year is higher than prior year's re-estimate by $40,322.
- In the current fiscal year, the Police department incurred $532,430 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- Municipal garage charges to maintain police fleet increased over prior year by $103,150 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for police rolling stock have increased over prior year by $284,750 due to timing of vehicles received and placed into service.
- Replacement charges for police equipment increased $140,214 over prior year due to an increase In budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Funds to purchase fifteen light bars and light/siren control units for police rolling stock in the amount of $29,625 have been expended in the current year.
- Expenses and encumbrances for ammunition have increased over prior year by $48,196. The current fiscal year budget is $27,663 higher than prior year's re-estimate.
- In the prior year, the Police department purchased two new additions to the fleet. A Chevrolet Tahoe was purchased for $27,542 for park police security and a Ford pickup truck was acquired costing $23,400. In the current year, two new police sedans were placed in service in April 2007 costing $34,556.
- In the current year, the Police department has spent $18,289 more than prior year for outside services assisting in DNA profiling for criminal investigations. Depending on the type of case, more extensive investigation is warranted. This type of service is utilized on an as needed basis.

Fire

- Fire protection plan revenues decreased over prior year by $41,771 primarily due to fewer required plan reviews for commercial projects and multi-family dwelling units in the current year. These fees are assessed for all commercial buildings, apartments, as well as residential homes of 6,000 square feet or more.
- In the current year, the Fire department has received $11,094 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of $9,029.
- Personal services increased $2,773,766 over prior year. The increase is attributed to increased salary and benefit related expenditures as well as an additional pay period occurring in May 2007.
- Payments and encumbrances to Southwest General Services, which is the City's ambulance billing provider, have increased over prior year by $68,930 due to timing of encumbrance of purchase orders. In addition, an increase in usage of ambulatory services and collections of ambulance revenue has occurred in the current fiscal year. Contractual payments are based on a percentage of revenues collected for ambulance services.

Report Notes Continued
May, 2007

Fire cont.

- Medical and surgical supplies have increased over prior year by $55,646 as these types of supplies are purchased on an as needed basis. An additional reason for the increase in medical and surgical supply purchases is due to the opening of Fire Station No. 11 in the current fiscal year. The budgeted amount for medical and surgical supplies has increased over prior year's re-estimate by $20,459.
- In the current fiscal year, the Fire department incurred $213,341 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- In the current year, the Fire department has purchased a new Spartan Command Post Mobile Command Center in the amount of $653,031. In addition, the Fire department purchased a new Tahoe in March 2007 in the amount of $30,339.
- Replacement charges for fire rolling stock have increased over prior year by $41,484 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by $63,973 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for fire equipment increased $226,495 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years. In addition, the Fire department is also incurring depreciation expense for equipment that was purchased in prior fiscal year from the fire equipment replacement fund.
- In prior year, capital outlay funds were encumbered to purchase a new rescue tool for Fire Station No. 11 costing $24,203.
- The Fire department funded a portion of a new project last fiscal year in which portable computers are utilized to transmit data, entered from an incident scene, to the emergency rooms at the area hospitals. The amount funded by the Fire department was $46,770. The majority of the funding was from the Fire department's replacement fund.

Libraries

- Revenues collected for library book fines increased over prior year primarily due to the renovation of Haggard Library during the months of July 2004 through December 2005. The amount of revenues collected for library fines for Haggard Library in the current year is $45,965, an increase of $19,766 over prior year.
- Personal services increased $734,008 over prior year attributed to increased salary and benefit related expenditures in the current year as well as an additional pay period occurring in May 2007.
- Charges for computer replacements for libraries increased over prior year by $19,797 due to increased budgeted amounts in the current year.
- Costs for publications increased over prior year by $38,034. The budgeted amount in the current year is $77,669 higher than prior year's re-estimated budget.
- In the current fiscal year, Harrington Library incurred $40,505 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.

Report Notes Continued
May, 2007

Development

- Building permit revenues decreased over prior year by $1,043,898 due to large projects for commercial and multi-family dwelling complexes occurring in the prior year.
- Engineering inspection revenues are down $293,720 as compared to prior year due to fewer and smaller projects being released in the current year.
- Interlocal plan reviews for the City of Murphy are lower than prior year by $57,132. Currently, the City of Plano is not performing plan review for the City of Murphy, resulting in a decrease in volume of inspections performed as compared to last year. The number of inspections performed by the City of Plano will continue to decline as the City of Murphy approaches build out.
- Rental registration revenue is lower than prior year by $46,005 due to an adjustment in the specifics of the expanded program as compared to the pilot program. Last fiscal year, registration fees were due by month end May 2006 while this current fiscal year, registration fees are due by month end June 2007. The pilot program was implemented last fiscal year requiring registration of multi-family complexes that were twenty years old and older with five or more dwelling units. The expanded program incorporates the additional registration of multi-family complexes with five or more dwelling units that are ten years old and older.
- In the current year the Rental Registration department purchased two Toyota Prius vehicles in the amount of $41,586. The total expenditures spent this current year, including the purchase of the two vehicles, amounts to $103,865.
- In the current year, the Facilities Maintenance department has received $30,811 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of $22,825.
- Filing fee revenues have decreased $50,774 primarily due to the decrease in the number of development applications as a result of fluctuations in construction and development activity.
- Personal services increased $975,555 over prior year attributed to increased salary and benefit related expenditures in the current year as well as an additional pay period occurring in May 2007.
- Facilities Services experienced an increase in expenditures and encumbrances of $4,144 due to increased rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Recreation Center facility. A new contract was awarded on March 30, 2007 to a new vendor.
- Two Toyota Prius vehicles were purchased in the current period for the Property Standards department costing $44,761. In the prior year, the Property Standards department purchased six Toyota Prius vehicles costing $132,685 resulting in a decrease in capital outlay of $87,924 as compared to prior fiscal year.
- The Planning department has paid and encumbered funds for technical review services of the City's zoning and development regulations in the current year which were not performed in the prior year. The amount paid and encumbered is $85,310.
- A new plotter has been purchased in the current year by the Planning department in the amount of $27,725. This type of equipment is replaced on an as needed basis.
- In the current fiscal year, development functioning departments incurred $98,624 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- The Safe Streets Program has resumed operations this year and purchased equipment consisting of 58 speed cushions to be used in designated areas in the City. The cost of the speed cushions totaled $77,455.

Report Notes Continued
May, 2007

Development cont.

- The Engineering department utilized services in the current year for an assessment of traffic movements at various locations throughout the city. The cost of these services is $8,000.
- Five Ford Escapes have been purchased in the current year by the Engineering department costing $123,619. These vehicles are new additions to the fleet.

Public Services and Operations

- Personal costs increased over prior year by $227,229 attributed to increased salary and benefit related costs as well as an additional pay period occurring in May 2007.
- In the current year, the Records Management department purchased a Ford Escape costing $24,916.
- Animal medical and surgical services increased over prior fiscal year due to an increase in volume of animals, as well as special surgical treatments performed in the current year that are more expensive.

Parks and Recreation

- In the current year, the parks and recreation departments have received $47,439 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is a decrease of $35,082.
- Personal costs increased over prior year by $1,000,443 attributed to increased salary and benefit related costs in the current year as well as an additional pay period occurring in May 2007. Additionally, the Tom Muehlenbeck Recreation Center and Oak Point Park Nature Preserve facilities are incurring expenses in the current year in preparation of operations beginning.
- In the current year, handicap pads and parking lot striping have been repainted as these types of projects are done on an as needed basis. The amount spent on these projects in the current year is $10,848.
- Contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by $81,389. The increase is attributed to contractual changes as well as increased areas serviced. In addition, due to the drought, off-season cleanup of damaged plant material and turf warrants these types of services earlier in the current year than in the prior year.
- Purchase of chemicals for athletic fields has increased over prior year by $43,809. Efforts to increase athletic program participation have resulted in a need to improve athletic fields. Therefore, the Athletic Fields Maintenance department has increased purchases for fertilizer to cover 400 acres of athletic fields.
- Payment to reimburse Electronic Data Systems for water used to irrigate medians during 2006 was made in March 2007 costing $25,796. Payment last fiscal year was made in July 2006.
- Replacement of exercise equipment at Oak Point is scheduled to be purchased in the current year costing $109,148. This is an increase over prior year as equipment is purchased on an as needed basis.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by $20,185 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for parks and recreation rolling stock have increased over prior year by $124,335 due to timing of vehicles received and placed into service.
- Courtyard Theater purchased new stage and theater equipment in the current year costing $15,517.

Report Notes Continued
May, 2007

Public Works

- In the prior year, the streets department received $69,617, a decrease of $21,201, in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property.
- Personal costs increased over prior year by $327,915 attributed to increased salary and benefit related costs in the current year as well as an additional pay period occurring in May 2007.
- Contractual services for installation of street buttons and paving marking materials on the City's streets as well as maintenance and repair for screening walls, have increased over prior year by $75,502 and $31,517, respectively. These increases are primarily due to timing of services received and encumbered as compared to prior year. The amount budgeted for these services are comparable to last year.

Other

- $17,800 was spent in the current year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- Expenditures in the amount of $104,475 are designated for a street light audit conducted by an external contractor. The contractor is verifying all street lights that TXU Electric has billed the City including confirmation of the lights condition, type and location.
- In the prior fiscal year, costs and encumbrances for consulting services were incurred in the amount of $95,000 to update and revise Plano Center's Business Plan.
- Payment made to Collin County Central Appraisal District increased over prior year by $57,381. The City's pro-rata cost is determined by the percent of tax levy for its jurisdiction, in relation to the total tax levy in the county. The City will make quarterly payments increasing payment to Collin County Central Appraisal District by $76,508.
- In prior year, the City paid $47,500 in support of the Blackland Prairie Festival.
- In the current year, the City has hired consultants to perform an operational review of Pecan Hollow Golf Course in the amount of $19,186.
- Expenditures for interdepartmental water billings have decreased $361,106 due to compliance with drought restrictions.
- Technology services charges decreased over prior year by $227,521 due to lower costs budgeted in the current year.
- In the current year, the City spent $67,100 for 4,650 courses of Tamiflu vaccinations to be reserved for City employees and their immediate families in the event of a pandemic influenza outbreak.

Property Tax Revenues

- Ad valorem tax revenues increased $7,422,608 over prior year. The amount budgeted for ad valorem tax revenues in the current year is $69,461,175, an increase of $7,638,171 over prior year's original budget.

Sales Tax Revenues

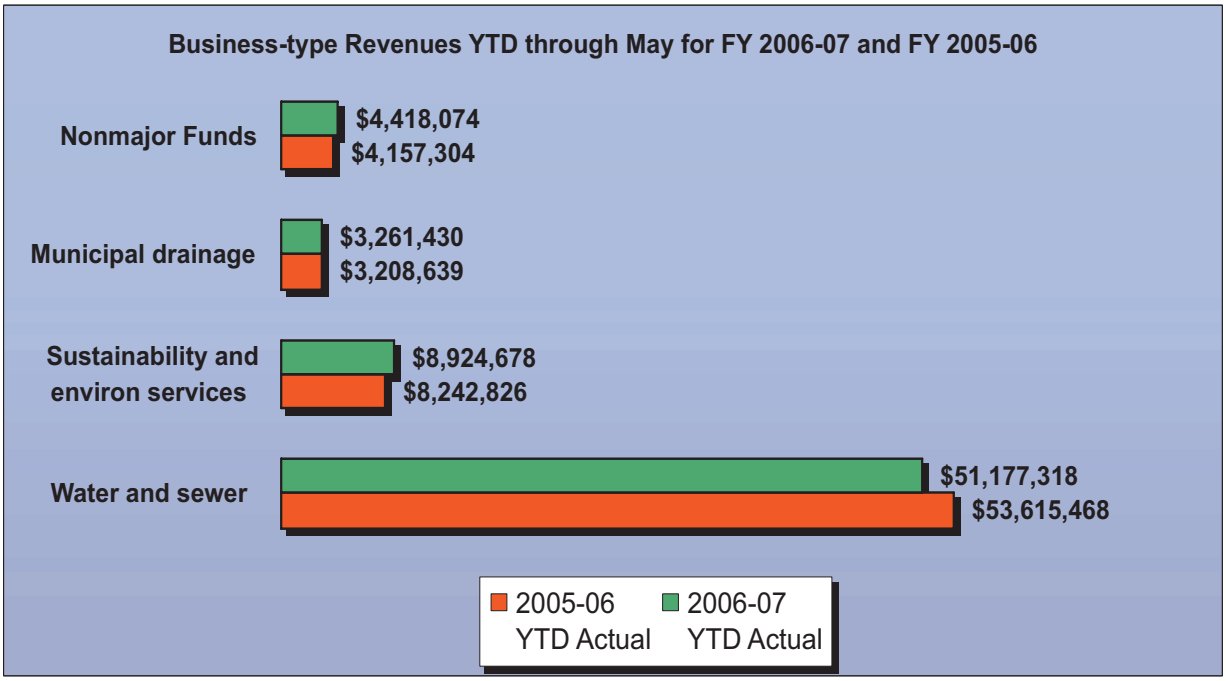
- Sales tax revenues increased over prior year by $4,632,936. When comparing the cash received in the months of May 2007 and May 2006, an increase of 10.2% is noted in sales tax revenues.

Report Notes Continued
May, 2007

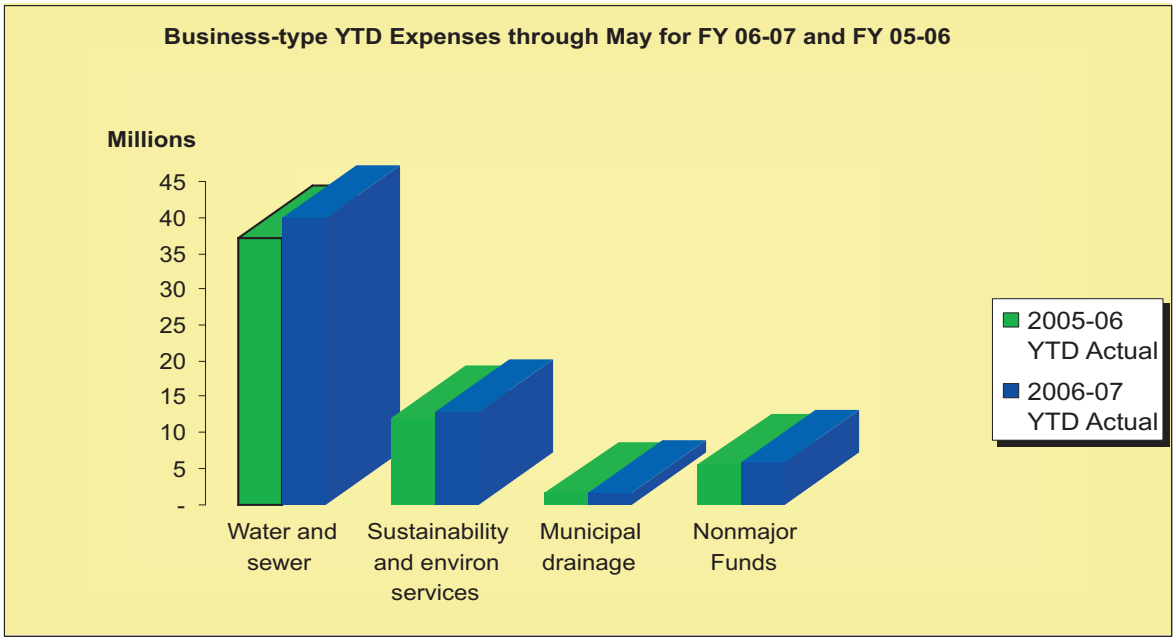
Franchise Fee Revenues

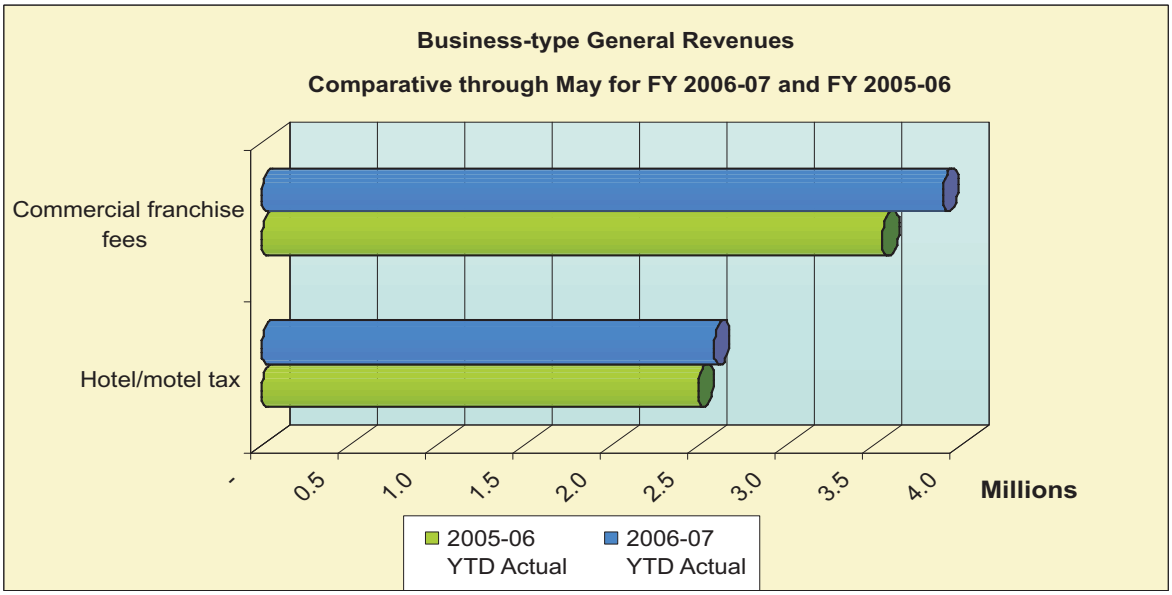
- Electric franchise fee revenues increased $7,687,640 as compared to prior year. In the current year, the City receives quarterly payments from TXU with collections reported at $7,666,421. In the prior year, payment was received from TXU annually, which was recorded in August 2006 in the amount of $10,298,741. An additional reason for increased electric franchise revenues is receipt of settlements collected in February 2007 and April 2007 in the amounts of $444,618 and $413,903, respectively. The City also received payment from TXU in April 2007 for $108,116 pertaining to discretionary service charges. In addition, as a result of increased usage in the current year in CoServ servicing areas, electric franchise revenues are higher by $20,077. Franchise receipts from CoServ are based on gross revenue.
- Gas franchise fee revenues are lower than prior year by $308,641. The decrease in gas franchise collections is the result of natural gas prices being lower than in fiscal year 2005-06.
- Cable television franchise revenues decreased $248,777 as compared to prior year. The amount budgeted in the current year is equal to the re-estimate of prior year recorded at $1,722,839.
- General Fund interest income increased $930,019 through May 2007 as compared to prior year due to an increase in interest earned on investments.

Highlights of Business-type Variances



Report Notes Continued
May, 2007





Water and Sewer

- Water revenues decreased $4,842,329 while sewer income increased $3,095,941 over prior year. Overall water consumption through May 2007 is down as compared to the same time period in the prior year due to water restrictions in the current year. Sewer income increased due to an increase in winter consumption for the winter period 2005-06, which raised the residential winter quarter average for sewer income.
- Sewer tie-on revenues have decreased $12,275 due to a decline in the number of commercial, residential and multi-family dwelling unit permits issued in the current year.

Report Notes Continued
May, 2007

Water and Sewer cont.

- The purchase of Rice Field in February 2005 resulted in expenses increasing $550,750 in the prior year. In January 2006, Rice Field sold for $904,686. The General Fund recorded proceeds of $353,936 from the gain on the sale of land. The sale of Rice Field included 1.895 acres of land previously purchased for $99,673. The net gain on the sale of Rice Field is $254,263.
- Personal services increased $446,219 over prior year primarily attributed to increased salary and benefit related expenditures in the current year as well as an additional pay period occurring in May 2007.
- Payment to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment increased over prior year by $954,370 due to an increase in contractual amounts. In addition, payment to NTMWD increased $778,250 for monthly water services. Water service payments to NTMWD increased due to the structure of the contracts in that the City has to pay for the highest utilization although consumption has decreased due to water restrictions.
- In the current month, equipment was rented and utilized to repair the sewer line break at Custer and Highway 190 costing $138,852.
- Expenses and encumbrances to Datamatic.Com for capital outlay and maintenance parts pertaining to the automated meter reading project have increased over prior year by $548,531. The project will be on-going and maintenance and purchases of replacement FireFly units will be expensed in future years.
- Expenses and encumbrances associated with the Environmental Education Complex have been incurred in the current year in the amount of $127,855.

Sustainability and Environmental Services

- Commercial franchise fee revenues increased over prior year by $338,820 primarily due to timing of collections received. Commercial franchise revenues are based upon commercial tonnage disposed, which has increased over prior year, in addition to an increase in the number of commercial entities serviced. The budgeted amount has increased $117,778 over prior year's re-estimated budget.
- Residential solid waste revenues are $576,629 higher than prior year primarily due to an increase in rates for use of 95-gallon carts. The rate increased from $11.25 per month in the prior year to $13.85 per month in the current year. The budgeted amount in the current year increased $902,992, reported at $11,335,259. Approximately 98% of customers utilize the 95-gallon cart.
- Tipping fee revenues increased over prior year by $128,235 due to an increase in volume of materials brought to the City. These revenues are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products to the City.
- The City received $72,675 of sponsorships from various entities in support of an exposition for the new Live Green in Plano Program that was held in May 2007.
- Revenues collected from the monthly electronic recycling drop-off program have increased due to assessment of fees starting in October 2006. In addition, revenues collected for recycling of damaged carts have also increased due to increased market rate for these recyclables. These combined programs resulted in an increase of revenues over prior year in the amount of $40,908.

Report Notes Continued
May, 2007

Sustainability and Environmental Services cont.

- Personal services increased $536,106 over prior year primarily attributed to increased salary and benefit related expenditures in the current year as well as an additional pay period occurring in May 2007.
- Postage expenses increased in the current year in the amount of $41,631 attributed to the Environmental Newsletter being distributed this fall versus the spring season in the prior year. A portion of the increase is for payments to mail postcards in the current year that pertain to the Live Green in Plano Program.
- Contractual services to assist in the new Live Green in Plano Program occurred in the current year in the amount of $101,294.
- As part of the new Live Green in Plano Program, new trash receptacles were ordered in April 2007 in the amount of $29,452.
- Payment to NTMWD increased $101,727 over prior year. Payments are based on contractual amounts.
- Replacement charges for environmental waste services rolling stock have increased over prior year by $101,595 due to timing of vehicles received and placed into service.
- Municipal garage charges to environmental waste fleet increased over prior year by $81,756 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- The Commercial Diversion department purchased a new Toyota Prius in the current year in the amount of $20,693. Last fiscal year, the Compost and Marketing department purchased a new trailer and Mack truck that cost $64,267 and $95,510, respectively.
- In the current fiscal year, the Sustainability and Environmental Services departments incurred $63,941 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- Capital outlay decreased due to funds encumbered in the prior year to purchase a trommel screen in the amount of $307,549.

Municipal Drainage

- Drainage revenues are $52,648 higher than prior year primarily due to increased commercial construction in the current year.
- Expenses and encumbrances of $48,899 were incurred in the prior year for expansion of offices for the storm water technician. The 2006-07 budget reflects one additional full time position.
- The City has a storm water monitoring contract with North Central Texas Council of Governments (NCTCOG) that began in August 2006. Monitoring services by NCTCOG began in the current fiscal year costing $16,953. These services will continue through 2010.

Report Notes Continued
May, 2007

Civic Center

- Since the ratification by voters at an election in May 2005 for the legal sale of mixed beverages in restaurants by food and beverage certificate holders only, revenues for mixed beverages have increased $59,120 as compared to prior year. Mixed beverage inventory purchases have increased $15,431.
- As a result of an increase in sizeable paying events and seven new events held, catering revenue for the Civic Center Fund has increased $109,156 as compared to prior year. Of this increase, Pecan Hollow Golf Course has had special events booked in the current year resulting in $25,861 of revenue. Also, due to the seven new events held at Plano Centre in the current year, service charge and equipment rental revenues increased $29,982 and $25,233, respectively. Due to the rise in inside catering revenues, contractual services for wait staff have also increased.
- Although the average occupancy rate is down compared to prior year, the average room rates are higher resulting in an increase in hotel/motel tax revenues of $91,448.
- Personal services increased $156,841 over prior year primarily attributed to increased salary and benefit related expenditures in the current year as well as an additional pay period occurring in May 2007.
- Advertising costs have increased $65,139 over prior year attributed to timing of receipt of services and encumbrance of funds. The current budget for advertising costs decreased $10,131 over prior year's re-estimate.
- In the current year, the Civic Center spent $7,947 for services to be performed to create certified room diagrams of the banquet halls.
- Contractual services in support of cultural arts increased $86,065 as compared to prior year. Payments for historic preservation have decreased $70,977. Funding for each of these services increased $14,665 as compared to prior year's re-estimated budget.
- The Civic Center purchased $39,760 in chairs in the current fiscal year.
- The Civic Center paid for various services such as light repairs in the parking lots as well as new signs in the banquet rooms. Costs such as these increased $22,060 over prior year.
- Funds are expensed and encumbered in the current year to purchase two refrigerators and a walk-in cooler/freezer costing $6,216 and $15,896, respectively.

Golf Course

- Golf revenues are lower by $47,315 primarily due to the inclement weather experienced in the current year. Pecan Hollow Golf Course is down approximately 2,798 rounds of golf as compared to prior year.
- Salary expenses decreased $9,311 primarily due to restructured work schedules of golf employees, which resulted in a decrease of overtime pay.

Recreation Revolving

- Recreation fee revenues have increased $114,047 as compared to prior year due increased class participation. Due to the increased participation experienced in the current year, contractual services have increased $61,809 to pay for class instructors.

Property Management

- Contractual services have increased primarily due to payments in the amount of $58,606 for work related to parking lot improvements and building repairs at Downtown Center North.

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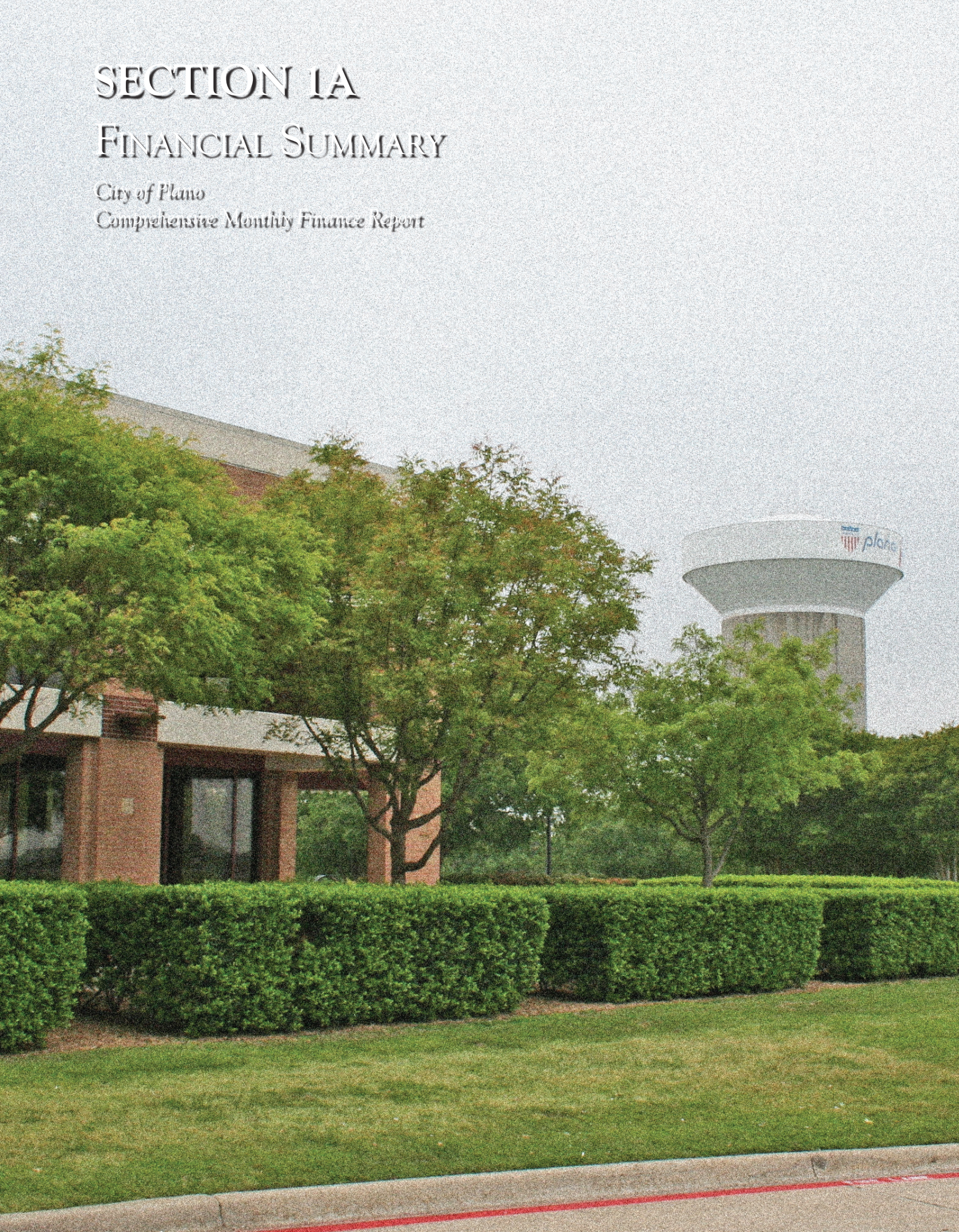
SECTION 1A

Financial Summary

City of Plano
Comprehensive Monthly Finance Report



City of Plano, Texas
Statement of Activities
For the Period Ended May 31, 2007

	Expenses/Expenditures			Program Revenues			Net (Expense) Revenue and Changes in Net Assets				
							General Fund		Business-type Activities		
	Budget	Actual/Encumb.	Actual & Encumb. /Budget	Budget	Actual	Actual/Budget	Budget	Actual	Budget	Actual	Actual Total
Function/Program Activities											
General Fund											
General Fund Activities:											
General government	$ 706,486	$ 465,906	65.9%	$ 818,088	$ 628,880	76.9%	$ 111,602	$ 162,974			$ 162,974
Administrative services	8,000,232	5,365,625	67.1%	-	9,000	-	(8,000,232)	(5,356,625)			(5,356,625)
Police	61,354,148	39,849,622	65.0%	10,967,882	6,203,367	56.6%	(50,386,266)	(33,646,255)			(33,646,255)
Fire	41,442,164	26,495,729	63.9%	3,569,434	2,462,858	69.0%	(37,872,730)	(24,032,871)			(24,032,871)
Libraries	11,113,037	7,788,826	70.1%	561,541	406,856	72.5%	(10,551,496)	(7,381,970)			(7,381,970)
Development	20,141,080	12,643,269	62.8%	5,247,015	3,194,207	60.9%	(14,894,065)	(9,449,062)			(9,449,062)
Public services and operations	4,650,284	2,958,249	63.6%	1,011,775	650,021	64.2%	(3,638,509)	(2,308,228)			(2,308,228)
Parks and recreation	20,119,481	12,142,967	60.4%	2,098,738	1,161,892	55.4%	(18,020,743)	(10,981,075)			(10,981,075)
Public works	6,032,186	4,005,153	66.4%	52,349	84,876	162.1%	(5,979,837)	(3,920,277)			(3,920,277)
Other	16,690,484	9,546,356	57.2%	326,059	-	-	(16,364,425)	(9,546,356)			(9,546,356)
Total General Fund	190,249,582	121,261,702	63.7%	24,652,881	14,801,957	60.0%	(165,596,701)	(106,459,745)			(106,459,745)
Business-type Activities:											
Water and sewer	63,889,634	40,041,668	62.7%	95,790,224	51,177,318	53.4%			$ 31,900,590	$ 11,135,650	11,135,650
Sustainability and environ services	18,843,094	12,850,217	68.2%	13,623,028	8,924,678	65.5%			(5,220,066)	(3,925,539)	(3,925,539)
Municipal drainage	2,709,621	1,482,969	54.7%	4,700,197	3,261,430	69.4%			1,990,576	1,778,461	1,778,461
Civic center	6,754,704	3,880,870	57.5%	2,388,813	1,620,987	67.9%			(4,365,891)	(2,259,883)	(2,259,883)
Municipal golf course	902,706	522,311	57.9%	965,000	451,974	46.8%			62,294	(70,337)	(70,337)
Property management	55,360	67,074	121.2%	68,500	49,729	72.6%			13,140	(17,345)	(17,345)
Recreation revolving	2,763,148	1,368,816	49.5%	2,750,327	2,261,096	82.2%			(12,821)	892,280	892,280
Downtown center development	45,000	45,069	100.2%	67,678	34,288	50.7%			22,678	(10,781)	(10,781)
Total business-type activities	95,963,267	60,258,994	62.8%	120,353,767	67,781,500	56.3%	-	-	24,390,500	7,522,506	7,522,506
Total	$ 286,212,849	$ 181,520,696		$ 145,006,648	$ 82,583,457		(165,596,701)	(106,459,745)	24,390,500	7,522,506	(98,937,239)

	General Revenues				
	Budget	Actual	Budget	Actual	
General revenues:					
Property taxes	69,461,175	68,347,657	-	-	68,347,657
Sales taxes	57,606,179	43,593,433	-	-	43,593,433
Other taxes	876,601	639,924	-	-	639,924
Hotel/Motel tax	-	-	4,008,677	2,581,870	2,581,870
Franchise fees	19,029,151	16,438,729	5,900,620	3,887,233	20,325,962
Investment income	1,700,000	1,938,797	393,875	381,140	2,319,937
Total general revenues	148,673,106	130,958,540	10,303,172	6,850,243	137,808,783
Change in net assets	(16,923,595)	24,498,795	34,693,672	14,372,749	38,871,544
Net assets - beginning		48,804,662		360,309,234	409,113,896
Net assets - ending		$ 73,303,457		$ 374,681,983	$ 447,985,440

Monthly Financial Summary Report
Through May 31 of Fiscal Years 2007, 2006, and 2005
General Fund

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2007	$ 69,461,000	68,348,000	98.4%	147.60
	2006	61,823,000	60,925,000	98.5%	147.82
	2005	58,007,000	56,951,000	98.2%	147.27
Sales tax	2007	57,606,000	43,593,000	75.7%	113.51
	2006	50,590,000	38,960,000	77.0%	115.52
	2005	48,668,000	34,605,000	71.1%	106.66
Other revenue	2007	46,259,000	33,819,000	73.1%	109.66
	2006	44,632,000	27,697,000	62.1%	93.08
	2005	44,335,000	22,562,000	50.9%	76.33
TOTAL REVENUE	2007	173,326,000	145,760,000	84.1%	126.14
	2006	157,045,000	127,582,000	81.2%	121.86
	2005	151,010,000	114,118,000	75.6%	113.35
EXPENDITURES & ENCUMBRANCES:					
Current operating	2007	$ 188,784,000	118,297,000	62.7%	93.99
	2006	173,594,000	105,255,000	60.6%	90.95
	2005	165,432,000	98,301,000	59.4%	89.13
Capital outlay	2007	1,466,000	2,965,000	202.3%	303.38
	2006	1,697,000	1,658,000	97.7%	146.55
	2005	1,458,000	1,250,000	85.7%	128.60
Total expenditures and encumbrances	2007	190,250,000	121,262,000	63.7%	95.61
	2006	175,291,000	106,913,000	61.0%	91.49
	2005	166,890,000	99,551,000	59.7%	89.48
Excess (deficiency) of revenues over (under) expenditures	2007	(16,924,000)	24,498,000	-	-
	2006	(18,246,000)	20,669,000	-	-
	2005	(15,880,000)	14,567,000	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2007	16,397,000	10,931,000	66.7%	100.00
	2006	15,153,000	10,102,000	66.7%	100.00
	2005	13,789,000	9,193,000	66.7%	100.00
Transfers out	2007	(21,055,000)	(15,547,000)	73.8%	110.76
	2006	(13,270,000)	(9,748,000)	73.5%	110.19
	2005	(13,339,000)	(9,151,000)	68.6%	102.91
NET CHANGE IN FUND BALANCES	2007	(21,582,000)	19,882,000		
	2006	(16,363,000)	21,023,000		
	2005	(15,430,000)	14,609,000		
FUND BALANCES-BEGINNING	2007		48,805,000		
	2006		39,224,000		
	2005		39,497,000		
FUND BALANCES-ENDING MAY 31	2007		68,687,000		
	2006		60,247,000		
	2005		54,106,000		

Monthly Financial Summary Report
Through May 31 of Fiscal Years 2007, 2006, and 2005
Water and Sewer Fund

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Water and sewer revenue	2007	$ 93,434,000	49,783,000	53.3%	79.92
	2006	83,000,000	51,557,000	62.1%	93.18
	2005	80,656,000	43,876,000	54.4%	81.60
Other fees and service charges	2007	2,556,000	1,520,000	59.5%	89.20
	2006	2,360,000	2,155,000	91.3%	136.97
	2005	2,188,000	1,270,000	58.0%	87.07
TOTAL REVENUE	2007	95,990,000	51,303,000	53.4%	80.17
	2006	85,360,000	53,712,000	62.9%	94.39
	2005	82,844,000	45,146,000	54.5%	81.74
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	80,000	153,000	191.3%	286.88
	2006	70,000	553,000	790.0%	1185.00
	2005	1,064,000	1,599,000	150.3%	225.42
Other expenses & encumbrances	2007	63,810,000	39,889,000	62.5%	93.77
	2006	58,788,000	36,560,000	62.2%	93.28
	2005	57,630,000	35,745,000	62.0%	93.04
Total expenses and encumbrances	2007	63,890,000	40,042,000	62.7%	94.01
	2006	58,858,000	37,113,000	63.1%	94.58
	2005	58,694,000	37,344,000	63.6%	95.44
Excess (deficiency) of revenues over (under) expenses	2007	32,100,000	11,261,000	-	-
	2006	26,502,000	16,599,000	-	-
	2005	24,150,000	7,802,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2007	417,000	179,000	42.9%	64.39
	2006	230,000	153,000	66.5%	99.78
	2005	469,000	312,000	66.5%	99.79
Transfers out	2007	(32,008,000)	(20,042,000)	62.6%	93.92
	2006	(28,082,000)	(18,721,000)	66.7%	100.00
	2005	(28,413,000)	(18,942,000)	66.7%	100.00
CHANGE IN NET ASSETS	2007	$ 509,000	(8,602,000)		
	2006	(1,350,000)	(1,969,000)		
	2005	(3,794,000)	(10,828,000)		
TOTAL NET ASSETS-BEGINNING	2007		324,871,000		
	2006		317,131,000		
	2005		319,626,000		
TOTAL NET ASSETS-ENDING MAY 31	2007		316,269,000		
	2006		315,162,000		
	2005		308,798,000		

Monthly Financial Summary Report
Through May 31 of Fiscal Years 2007, 2006, and 2005
Sustainability and Environmental Services Fund

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Commerical solid waste franchise	2007	$ 5,901,000	3,887,000	65.9%	98.81
	2006	5,307,000	3,548,000	66.9%	100.28
	2005	5,161,000	3,260,000	63.2%	94.75
Refuse collection revenue	2007	12,078,000	8,022,000	66.4%	99.63
	2006	11,106,000	7,467,000	67.2%	100.85
	2005	11,035,000	7,459,000	67.6%	101.39
Other fees and service charges	2007	1,545,000	882,000	57.1%	85.63
	2006	1,367,000	772,000	56.5%	84.71
	2005	1,113,000	523,000	47.0%	70.49
TOTAL REVENUE	2007	19,524,000	12,791,000	65.5%	98.27
	2006	17,780,000	11,787,000	66.3%	99.44
	2005	17,309,000	11,242,000	64.9%	97.42
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	312,000	23,000	7.4%	11.06
	2006	532,000	472,000	88.7%	133.08
	2005	436,000	165,000	37.8%	56.77
Other expenses & encumbrances	2007	18,531,000	12,827,000	69.2%	103.83
	2006	17,043,000	11,667,000	68.5%	102.68
	2005	15,683,000	10,312,000	65.8%	98.63
Total expenses and encumbrances	2007	18,843,000	12,850,000	68.2%	102.29
	2006	17,575,000	12,139,000	69.1%	103.60
	2005	16,119,000	10,477,000	65.0%	97.50
Excess (deficiency) of revenues over (under) expenses	2007	681,000	(59,000)	-	-
	2006	205,000	(352,000)	-	-
	2005	1,190,000	765,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2007	85,000	57,000	67.1%	100.59
	2006	-	-	-	-
	2005	-	-	-	-
Operating transfers out	2007	(1,354,000)	(738,000)	54.5%	81.76
	2006	(1,176,000)	(784,000)	66.7%	100.00
	2005	(1,160,000)	(774,000)	66.7%	100.09
CHANGE IN NET ASSETS	2007	$ (588,000)	(740,000)		
	2006	(971,000)	(1,136,000)		
	2005	30,000	(9,000)		
TOTAL NET ASSETS-BEGINNING	2007		1,759,000		
	2006		2,578,000		
	2005		2,902,000		
TOTAL NET ASSETS-ENDING MAY 31	2007		1,019,000		
	2006		1,442,000		
	2005		2,893,000		

Monthly Financial Summary Report
Through May 31 of Fiscal Years 2007, 2006, and 2005
Municipal Drainage Fund

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2007	$ 4,700,000	3,259,000	69.3%	104.01
	2006	4,812,000	3,206,000	66.6%	99.94
	2005	4,788,000	3,191,000	66.6%	99.97
Miscellaneous revenue	2007	109,000	131,000	120.2%	180.28
	2006	47,000	75,000	159.6%	239.36
	2005	35,000	20,000	57.1%	85.71
TOTAL REVENUE	2007	4,809,000	3,390,000	70.5%	105.74
	2006	4,859,000	3,281,000	67.5%	101.29
	2005	4,823,000	3,211,000	66.6%	99.87
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	28,000	25,000	89.3%	133.93
	2006	27,000	76,000	281.5%	422.22
	2005	-	2,000	-	-
Other expenses & encumbrances	2007	2,682,000	1,458,000	54.4%	81.54
	2006	2,561,000	1,383,000	54.0%	81.00
	2005	1,969,000	1,185,000	60.2%	90.27
Total expenses and encumbrances	2007	2,710,000	1,483,000	54.7%	82.08
	2006	2,588,000	1,459,000	56.4%	84.56
	2005	1,969,000	1,187,000	60.3%	90.43
Excess (deficiency) of revenues over (under) expenses	2007	2,099,000	1,907,000	-	-
	2006	2,271,000	1,822,000	-	-
	2005	2,854,000	2,024,000	-	-
TRANSFERS OUT:					
Operating transfers out	2007	(2,559,000)	(1,706,000)	66.7%	100.00
	2006	(2,441,000)	(1,461,000)	59.9%	89.78
	2005	(2,514,000)	(1,304,000)	51.9%	77.80
CHANGE IN NET ASSETS	2007	(460,000)	201,000		
	2006	(170,000)	361,000		
	2005	340,000	720,000		
TOTAL NET ASSETS-BEGINNING	2007		20,754,000		
	2006		17,924,000		
	2005		14,995,000		
TOTAL NET ASSETS-ENDING MAY 31	2007		20,955,000		
	2006		18,285,000		
	2005		15,715,000		

Monthly Financial Summary Report
Through May 31 of Fiscal Years 2007, 2006, and 2005
NonMajor Business-Type Fund

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Hotel/motel tax	2007	$ 4,009,000	2,582,000	64.4%	96.61
	2006	3,411,000	2,490,000	73.0%	109.50
	2005	2,936,000	1,929,000	65.7%	98.55
Other revenue	2007	6,325,000	4,566,000	72.2%	108.28
	2006	6,071,000	4,227,000	69.6%	104.44
	2005	6,243,000	4,223,000	67.6%	101.47
TOTAL REVENUE	2007	10,334,000	7,148,000	69.2%	103.75
	2006	9,482,000	6,717,000	70.8%	106.26
	2005	9,179,000	6,152,000	67.0%	100.53
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	52,000	-	-	-
	2006	5,000	-	-	-
	2005	6,000	9,000	150.0%	225.00
Other expenses & encumbrances	2007	10,469,000	5,884,000	56.2%	84.31
	2006	9,521,000	5,421,000	56.9%	85.41
	2005	9,069,000	5,433,000	59.9%	89.86
Total expenses and encumbrances	2007	10,521,000	5,884,000	55.9%	83.89
	2006	9,526,000	5,421,000	56.9%	85.36
	2005	9,075,000	5,442,000	60.0%	89.95
Excess (deficiency) of Revenues over (under) expenses	2007	(187,000)	1,264,000	-	-
	2006	(44,000)	1,296,000	-	-
	2005	104,000	710,000	-	-
TRANSFERS OUT:					
Operating transfers out	2007	(671,000)	(446,000)	66.5%	99.70
	2006	(558,000)	(372,000)	66.7%	100.00
	2005	(619,000)	(412,000)	66.6%	99.84
CHANGE IN NET ASSETS	2007	(858,000)	818,000		
	2006	(602,000)	924,000		
	2005	(515,000)	298,000		
TOTAL NET ASSETS-BEGINNING	2007		12,926,000		
	2006		11,317,000		
	2005		11,620,000		
TOTAL NET ASSETS-ENDING MAY 31	2007		13,744,000		
	2006		12,241,000		
	2005		11,918,000		

Equity in Treasury Pool
May 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/07	TOTAL 10/01/06	TOTAL 5/31/06
GENERAL FUND:						
01	General	$ 87,000	63,225,000	63,312,000	42,608,000	54,692,000
77	Payroll	-	3,481,000	3,481,000	1,709,000	1,795,000
994	Plano All-America City	-	-	-	-	(29,000)
24	City Store	-	9,000	9,000	8,000	7,000
		87,000	66,715,000	66,802,000	44,325,000	56,465,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	31,756,000	31,756,000	2,165,000	29,166,000
		-	31,756,000	31,756,000	2,165,000	29,166,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	(277,000)	(277,000)	467,000	320,000
23	Street Enhancement	-	1,386,000	1,386,000	1,340,000	1,246,000
25	1991 Police & Courts Facility	-	1,500,000	1,500,000	1,445,000	981,000
27	1991 Library Facility	-	358,000	358,000	346,000	314,000
28	1991 Fire Facility	-	1,314,000	1,314,000	1,271,000	(597,000)
29	Technology Improvements	-	(386,000)	(386,000)	85,000	-
31	Municipal Facilities	-	394,000	394,000	379,000	363,000
32	Park Improvements	-	4,322,000	4,322,000	4,166,000	3,624,000
33	Street & Drainage Improvement	-	1,950,000	1,950,000	1,399,000	403,000
35	Capital Reserve	-	36,674,000	36,674,000	33,347,000	30,526,000
38	DART L.A.P.	-	720,000	720,000	706,000	691,000
39	Spring Creekwalk	-	22,000	22,000	21,000	21,000
52	Park Service Areas	-	5,351,000	5,351,000	5,166,000	4,557,000
53	Creative & Performing Arts	-	1,791,000	1,791,000	1,733,000	1,530,000
54	Animal Control Facilities	-	202,000	202,000	195,000	189,000
59	Service Center	-	123,000	123,000	119,000	116,000
60	Joint Use Facilities	-	551,000	551,000	533,000	511,000
85	Public Arts	-	16,000	16,000	15,000	-
110	G.O. Bond Clearing - 1999	-	914,000	914,000	1,531,000	1,958,000
190	G.O. Bond Clearing - 2000	-	3,765,000	3,765,000	3,641,000	3,718,000
230	Tax Notes Clearing - 2001	-	2,417,000	2,417,000	2,454,000	2,403,000
240	G.O. Bond Clearing - 2001-A	-	188,000	188,000	182,000	186,000
250	Tax Notes Clearing - 2001-A	-	175,000	175,000	207,000	247,000
92	G.O. Bond Refund/Clearing - 2002	-	-	-	-	1,000
270	G.O. Bond Refund/Clearing - 2003	-	1,322,000	1,322,000	1,403,000	1,467,000
310	G.O. Bond Refund/Clearing - 2005	-	961,000	961,000	1,170,000	9,161,000
093	G.O. Bond Clearing - 2006	-	6,551,000	6,551,000	36,075,000	41,823,000
089	C.O. Bond Clearing - 2006	-	483,000	483,000	3,108,000	3,782,000
		-	72,787,000	72,787,000	102,504,000	109,541,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	206,000	206,000	131,000	83,000
34	Sewer CIP	-	3,189,000	3,189,000	4,492,000	4,387,000
36	Water CIP	-	4,381,000	4,381,000	4,571,000	4,552,000
37	Downtown Center Development	-	76,000	76,000	69,000	48,000
41	Water & Sewer - Operating	710,000	(1,465,000)	(755,000)	8,154,000	2,605,000
42	Water & Sewer - Debt Service	-	4,035,000	4,035,000	2,051,000	2,972,000
43	Municipal Drainage - Debt Service	-	1,935,000	1,935,000	2,579,000	1,674,000
44	W & S Impact Fees Clearing	-	2,725,000	2,725,000	2,447,000	2,357,000
45	Sustainability & Environmental Services	36,000	(493,000)	(457,000)	219,000	(521,000)
46	Convention & Tourism	4,000	3,532,000	3,536,000	3,054,000	2,314,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	3,000
47	Municipal Drainage	11,000	3,951,000	3,962,000	3,705,000	3,659,000
48	Municipal Golf Course	-	57,000	57,000	119,000	733,000
49	Property Management	-	363,000	363,000	365,000	338,000
51	Recreation Revolving	-	1,468,000	1,468,000	934,000	1,229,000
95	W & S Bond Clearing - 1990	-	-	-	184,000	180,000
96	W & S Bond Clearing - 1991	-	-	-	102,000	100,000
101	W & S Bond Clearing - 1993A	-	-	-	275,000	269,000
103	Municipal Bond Drain Clearing-1995	-	-	-	261,000	256,000
104	Municipal Drain Bond Clearing-1996	-	169,000	169,000	164,000	160,000
107	Municipal Drain Bond Clearing-1997	-	-	-	232,000	228,000
108	Municipal Drain Bond Clearing-1998	-	-	-	78,000	76,000
210	Municipal Drain Bond Clearing-1999	-	-	-	145,000	142,000
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	121,000	118,000
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	32,000	31,000
320	Municipal Drain Rev Bond Clearing - 2005	-	770,000	770,000	1,359,000	2,119,000
094	Municipal Drain Rev Bond Clearing - 2006	-	1,511,000	1,511,000	1,461,000	1,431,000
330	Municipal Drain Rev Bond Clearing - 2007	-	896,000	896,000	-	-
		761,000	27,310,000	28,071,000	37,308,000	31,543,000

Equity in Treasury Pool
May 2007

CITY OF PLANO, TEXAS
EQUITY IN TREASURY POOL
MAY 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/07	TOTAL 10/01/06	TOTAL 5/31/06
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	405,000	405,000	268,000	262,000
4	TIF-Mall	-	50,000	50,000	40,000	40,000
5	TIF-East Side	-	8,721,000	8,721,000	5,891,000	6,824,000
11	LLEBG-Police Grant	-	76,000	76,000	70,000	79,000
12	Criminal Investigation	-	983,000	983,000	811,000	800,000
13	Grant	-	(726,000)	(726,000)	-	(671,000)
14	Wireline Fees	-	362,000	362,000	286,000	234,000
15	Judicial Efficiency	-	109,000	109,000	99,000	92,000
16	Industrial	-	17,000	17,000	16,000	16,000
17	Intergovernmental	-	480,000	480,000	285,000	276,000
18	Government Access/CATV	-	538,000	538,000	225,000	328,000
19	Teen Court Program	-	37,000	37,000	31,000	27,000
20	Municipal Courts Technology	-	1,341,000	1,341,000	1,252,000	1,188,000
55	Municipal Court-Building Security Fees	-	1,214,000	1,214,000	1,143,000	1,101,000
56	911 Reserve Fund	-	6,652,000	6,652,000	5,815,000	5,404,000
57	State Library Grants	-	(3,000)	(3,000)	23,000	(22,000)
67	Disaster Relief	-	1,116,000	1,116,000	1,067,000	939,000
68	Animal Shelter Donations	-	104,000	104,000	75,000	55,000
73	Memorial Library	-	190,000	190,000	189,000	188,000
86	Juvenile Case Manager	-	115,000	115,000	95,000	47,000
87	Traffic Safety	-	627,000	627,000	298,000	121,000
88	Child Safety	-	814,000	814,000	552,000	541,000
		-	23,222,000	23,222,000	18,531,000	17,869,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	3,422,000	3,422,000	1,612,000	3,217,000
9	Technology Infrastructure	-	3,978,000	3,978,000	3,846,000	4,361,000
58	PC Replacement	-	1,589,000	1,589,000	1,089,000	1,329,000
61	Equipment Maintenance	-	(4,896,000)	(4,896,000)	-	(3,853,000)
62	Information Technology	-	1,901,000	1,901,000	2,137,000	1,894,000
63	Office Services	-	(214,000)	(214,000)	-	(334,000)
64	Warehouse	-	180,000	180,000	301,000	209,000
65	Property/Liability Loss	-	4,971,000	4,971,000	5,338,000	5,441,000
66	Technology Services	-	10,279,000	10,279,000	9,960,000	9,762,000
71	Equipment Replacement	-	11,120,000	11,120,000	4,954,000	9,620,000
78	Health Claims	-	23,941,000	23,941,000	18,934,000	16,659,000
79	Parkway Service Ctr. Expansion	-	(28,000)	(28,000)	173,000	361,000
		-	56,243,000	56,243,000	48,344,000	48,666,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	51,000	51,000	46,000	40,000
8	Library Training Lab	-	8,000	8,000	9,000	12,000
69	Collin County Seized Assets	-	286,000	286,000	299,000	254,000
74	Developers' Escrow	-	4,189,000	4,189,000	3,866,000	3,828,000
76	Economic Development	-	7,289,000	7,289,000	1,134,000	1,137,000
84	Rebate	-	1,129,000	1,129,000	1,181,000	1,142,000
		-	12,952,000	12,952,000	6,535,000	6,413,000
TOTAL	$	848,000	290,985,000	291,833,000	259,712,000	299,663,000

		CASH	TRUST INVESTMENTS	TOTAL 5/31/07	TOTAL 10/01/06	TOTAL 5/31/06
TRUST FUNDS						
42	Water & Sewer Reserve	$ -	(4,000)	(4,000)	957,000	946,000
72	Retirement Security Plan	-	58,403,000	58,403,000	58,403,000	53,866,000
TOTAL TRUST FUNDS		$ -	58,399,000	58,399,000	59,360,000	54,812,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At May 31, 2007 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	1,954,000
Local Government Investment Pool	35,949,000
Federal Securities	234,156,000
Certificates of Deposit	18,000,000
Fair Value Adjustment	(1,184,000)
Interest Receivable	2,110,000
	290,985,000

Health Claims Fund
Through May 31 of Fiscal Years 2007 and 2006

Health Claims Fund	FY 06-07 Oct-March	FY 05-06 Oct-March	6 month Variance Favorable (Unfavorable)	FY 06-07 April	FY 05-06 April	1 month Variance Favorable (Unfavorable)	FY 06-07 May	FY 05-06 May	1 month Variance Favorable (Unfavorable)	FY 06-07 Total	FY 05-06 Total	Year to Date Variance Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	$ 1,145,000	$ 1,056,000	89,000	195,000	179,000	16,000	195,000	179,000	16,000	$ 1,535,000	$ 1,414,000	121,000
Employers Health Ins. Contributions	9,945,000	8,883,000	1,062,000	1,725,000	1,496,000	229,000	1,728,000	1,501,000	227,000	13,398,000	11,880,000	1,518,000
Contributions for Retirees	275,000	241,000	34,000	49,000	43,000	6,000	51,000	41,000	10,000	375,000	325,000	50,000
Cobra Insurance Receipts	14,000	17,000	(3,000)	4,000	2,000	2,000	4,000	3,000	1,000	22,000	22,000	-
Retiree Insurance Receipts	205,000	166,000	39,000	29,000	28,000	1,000	32,000	24,000	8,000	266,000	218,000	48,000
City Council Receipts	-	4,000	(4,000)	-	-	-	-	-	-	-	4,000	(4,000)
Plano Housing Authority	19,000	23,000	(4,000)	-	4,000	(4,000)	-	5,000	(5,000)	19,000	32,000	(13,000)
Interest	573,000	214,000	359,000	69,000	48,000	21,000	79,000	45,000	34,000	721,000	307,000	414,000
Miscellaneous	-	-	-	-	-	-	69,000	-	69,000	69,000	-	69,000
Total Revenues	12,176,000	10,604,000	1,572,000	2,071,000	1,800,000	271,000	2,158,000	1,798,000	360,000	16,405,000	14,202,000	2,203,000
Expenses												
Insurance	714,000	641,000	(73,000)	118,000	121,000	3,000	117,000	120,000	3,000	949,000	882,000	(67,000)
Contracts- Professional Svc.	151,000	117,000	(34,000)	5,000	8,000	3,000	7,000	7,000	-	163,000	132,000	(31,000)
Contracts- Other	583,000	450,000	(133,000)	110,000	69,000	(41,000)	94,000	86,000	(8,000)	787,000	605,000	(182,000)
Health Claims Paid Reinsurance	(23,000)	(257,000)	(234,000)	(1,000)	(20,000)	(19,000)	-	(19,000)	(19,000)	(24,000)	(296,000)	(272,000)
Health Claims - Prescription	1,315,000	1,130,000	(185,000)	287,000	225,000	(62,000)	259,000	230,000	(29,000)	1,861,000	1,585,000	(276,000)
Health Claims Paid -UHC	5,638,000	5,176,000	(462,000)	786,000	723,000	(63,000)	994,000	802,000	(192,000)	7,418,000	6,701,000	(717,000)
Cobra Insurance Paid	2,000	2,000	-	-	-	-	-	-	-	2,000	2,000	-
Retiree Insurance Paid	55,000	46,000	(9,000)	11,000	9,000	(2,000)	11,000	9,000	(2,000)	77,000	64,000	(13,000)
Plano Housing Authority	3,000	4,000	1,000	-	-	-	-	-	-	3,000	4,000	1,000
Total Expenses	8,438,000	7,309,000	(1,129,000)	1,316,000	1,135,000	(181,000)	1,482,000	1,235,000	(247,000)	11,236,000	9,679,000	(1,557,000)
Net increase (decrease)	$ 3,738,000	$ 3,295,000	443,000	755,000	665,000	90,000	676,000	563,000	113,000	$ 5,169,000	$ 4,523,000	646,000
Health Claims Fund Balance - Cumulative	$ 19,841,000	$ 13,089,000	6,752,000	$ 20,596,000	$ 13,754,000	6,842,000	$ 21,271,000	$ 14,317,000	6,954,000			

Analysis of Property Liability Loss Fund Through May 31 of Fiscal Years 2007, 2006, and 2005

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2007	Fiscal Year 2006	Fiscal Year 2005
Claims Paid per General Ledger	$ 595,000	850,000	947,000
Net Judgments/Damages/Attorney Fees	501,000	545,000	264,000
Total Expenses	$ 1,096,000	1,395,000	1,211,000

Current Capital Improvement Projects
Status Report
May 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
15th STREET – G Avenue to I Avenue	02/07 10/07	1,450	1,766	560	1,365	JRJ Paving, LP has excavated the eastbound lanes. Water lines are 100% complete. Contractor has finished the 7x5 box and the junction box. Rain has delayed lime crews. Lime placement should begin on June 11th.
15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS	08/07 02/08	1,320	1,470	117	30	Pre-final plans have been received and are currently in review by City staff. Project will be bid in the fall to start construction in January.
Alma – Spicewood to Hedgcoxe	01/08 08/08	-	820	42	68	65% construction plans are being reviewed by City staff.
ALMA & PARKER DRAINAGE	11/07 11/08	410	962	21	93	Concept alignment report was reviewed by City staff. A route has been selected and consultant is proceeding with preliminary plans
ANIMAL SHELTER EXPANSION	06/08 02/09	1,155	3,755	167	7	Proposal for full design pending. Proposal for LEED Certification of existing building is being reviewed.
CLOISTERS WATER REHAB	09/07 09/08	50	1,820	95	19	Project was awarded to RKM Utility Services, Inc. and the contracts are being processed.
COMMUNICATIONS -Falls to Parker	07/06 04/07	-	641	417	200	Contract is complete except for pavement repair and markings at Chapel Hill, which were added to the original contract. Tree planting will be deleted from the contract.
COMMUNICATIONS Spring Creek to Tennyson	08/07 07/08	1,550	3,470	164	41	Pre-final plans have been received and are in review by City staff. 404 Environmental issue being evaluated. Right of way negotiations are underway.
COMMUNICATIONS Parker to Spring Creek Parkway	11/07 11/08	200	2,200	114	49	Design proceeding. Preliminary plans have been reviewed by City staff and returned to the consultant for correction.
DALLAS NORTH TRUNK SEWER I – Independence to Coit	04/07 09/07	-	3,100	769	3,197	Over 1,000 feet of pipe has been installed.
DALLAS NORTH TRUNK SEWER II – Independence to Custer	0707 12/07	-	1,500	56	19	Construction contract was awarded on June 11th.

Current Capital Improvement Projects
Status Report
May 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
DALLAS NORTH TRUNK SEWER III– Pittman Creek to Custer	06/07 12/07	-	2,500	117	1,275	Construction started the week of June 4th.
DOMINION PARKWAY – Hedgcoxe to Headquarters	11/06 06/07	475	522	416	14	Construction nearly complete.
FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center	12/07 02/09	2,000	12,902	2,830	133	Construction documents 60% complete.
HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN	07/07 06/08	462	1,100	76	56	Project was awarded to RKM Utility Services, Inc. at the June 11th City Council meeting.
HEADQUARTERS – Preston to Parkwood	09/07 02/08	100	1,000	39	22	Design services began November 22nd with Jaster Quintanilla. Project will widen Headquarters from four to six lanes from Parkwood Blvd. to Preston Road.
HIGHLAND LIFT STATION	09/08 09/09	-	2,450	-	-	Design contract awarded May 29th.
INDEPENDENCE-MCDERMOTT TO SH 121	06/08 03/09	-	1,600	-	-	Notice to Proceed for design services is set to go out the week of June 4th.
INTERSECTION IMPROVEMENTS – 2004	01/07 12/08	660	1,236	297	244	Construction is complete at the Ohio/Park intersection. Construction is underway at Lookout and Spring Creek; Coit at Legacy – final plans are complete. ROW acquisition underway; Jupiter/Park/Parker/ Independence – design engineer authorized to proceed March 9th. Design is proceeding.
INTERSECTION IMPROVEMENTS – 2005	06/07 01/08	649	997	215	721	Construction contract awarded to Jim Bowma n at the April 23rd Council meeting. Preconstruction meeting awaiting City signatures.

Current Capital Improvement Projects
Status Report
May 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY	12/07 06/08	198	723	98	24	Final revised schematics and ESA (Categorical Exclusion) approved by TxDOT Dallas. Schematics and CatEx sent to TxDot Austin. TransSystems submitted 90% plans for state review on May 14th. City staff working with affected property owners.
INTERSECTION IMPROVEMENTS – Preston and Legacy	04/08 01/09	239	2,502	186	158	Schematic and Environmental Categorical Exclusion returned by TXDot McKinney June 4th. City staff, consultants and TxDOT met to discuss common signing. Design will begin after approval by TxDOT Dallas.
INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY	04/08 01/09	436	2,190	150	140	Parsons Brinkerhoff is working on Categorical Exclusion and design schematic. CAtEx and design schematic reviewed by City staff. City staff, consultants and TxDOT met to discuss common signing. Design will begin after approval by TxDOT Dallas.
INTERSECTION IMPROVEMENTS – Spring Creek Parkway and K Avenue	10/06 07/07	296	668	74	2	All pavement widening is complete. Street light conduits need to be replaced to finish median pavers.
INTERSECTION IMPROVEMENTS – Spring Creek Parkway and Coit	04/08 01/09	160	2,000	118	199	Design proceeding. Preliminary schematic plans have been reviewed by City staff and returned to the consultant for correction.
MCDERMOTT – Coit To Custer	07/06 07/07	1,505	2,204	1,997	39	All paving is complete. Minor work on the irrigation needed to complete that item. All of the grass is planted. Trees will not be planted with this work.
MCDERMOTT – Coit To Ohio	10/07 06/08	3,650	4,086	361	7	90% plans have been reviewed by City staff and TXDOT McKinney. Engineer is working on our comments. Schematic has been approved. CADEX has also been resubmitted for final review. All items have been submitted to TXDOT Austin for review. A design waiver will have to be processed for the left turn lanes on the project.

Current Capital Improvement Projects
Status Report
May 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
MIDWAY ROAD WIDENING - Parker to Spring Creek Parkway	07/06 07/07	1,322	2,084	1,417	220	All paving is complete. Median grass has been placed.
TOM MUEHLENBECK RECREATION CENTER	04/06 08/07	11,346	23,000	17,704	4,298	Site work underway. Block walls being erected. Roofing on gym being installed.
OAK POINT PARK VISITOR CENTER COMPLEX	12/07 02/09	4,000	8,000	487	688	Design development underway.
PARKER ROAD – K Ave. to P Ave.	07/07 01/09	3,073	4,190	439	3,773	Pre-construction meeting is scheduled for June 11th.
PARKER ROAD ELEVATED TANK REPAINT	11/07 06/08	700	735	4	35	Project re-bid in May. Project bid s rejected. A meeting to discuss options will be held June 12th.
PARKER ROAD ESTATES WEST WATER REHAB	10/06 07/07	1,850	2,002	1,868	7	Pavement repairs complete on Deep Valley and the water main is installed. Work on Cross Bend, Winfield, Glen Forest, Winterstone and Bluff Meadow near completion. Pavement repairs proceeding.
PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway	07/07 07/08	3,900	4,200	256	10	100% plans have been reviewed by staff.
PLANO PARKWAY – Los Rios to 14th	06/05 06/07	257	3,852	3,625	152	Plano Parkway opened to traffic on August 14th. Glen Thurman, the contractor, has completed installation of irrigation and sodding for the parkways. Tree installation will be bid and constructed later under a separate contract pending end of water restrictions.
PLANO PARKWAY – Tollroad to Park	01/07 10/07	1,861	2,628	1,564	1,113	Paving for the new south-bound lanes is complete and the lanes are open for traffic. Widening sections are being worked on now. Some delays are being caused by TXU utility poles.
POLICE ACADEMY RANGE EXPANSION	10/07 04/08	930	3,759	618	82	Schematic design prepared. Design/build team proposal under review.

Current Capital Improvement Projects
Status Report
May 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
RAILROAD CROSSINGS –Quiet Zones	08/07 12/07	-	1,197	739	35	Bids withdrawn pending agreement with railroads.
RASOR BOULEVARD - Ohio to SH 121	12/07 08/08	800	2,189	89	239	Huitt-Zollars Inc. has started on design. 65% plans have been received and are being reviewed by City staff.
RIDGEVIEW DRIVE Custer to Independence	08/05 07/07	-	2,849	2,622	274	All lane widening, paving and bridge work complete. Irrigation installed. Grass has been planted. Trees will not be planted. We are doing a field measure of the paving and will be processing the final acceptance.
SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway	07/07 11/07	-	525	-	-	Plans being revised per TxDOT comments.
SHILOH PUMP STATION	11/08 08/09	-	1,680	-	-	Design contract awarded May 29th.
SPRINGBROOK – Quill to Janwood	02/08 09/08	75	825	103	53	Preliminary plans have been submitted and are in review by City staff.
SPRING CREEK PARKWAY (SHILOH) – Royal Oaks to Parker	10/05 06/07	-	2,603	2,501	93	The road was opened to traffic June 29th. We will be processing a partial acceptance of the project.
US 75 RAMP IMPROVEMENTS	01/06 06/07	-	3,429	2,003	-	Work on northbound improvements continues very slowly. Southbound work began with closing of 15th Street and Parker Road exit ramps.
US 75/PARKER ROAD INTERCHANGE	03/08 09/09	5,000	6,250	1,394	353	Comments on the environmental document have been received from TXDOT. TXDOT has approved the schematic. Design work is proceeding. Some delay in the design has occurred due to TXDOT reviews. Project scheduled for February 2008.
WYATT NORTH ADDITION PAVING & WATER	06/07 06/08	2,130	2,369	178	1,798	Project bid March 8th. Project awarded to Tri-Con Service at the March 20th City Council meeting. Pre-construction meeting to be held June 12th.

SECTION 2

Economic Analysis

City of Plano
Comprehensive Monthly Finance Report

Plano Centre

- 131 Administration
- 164 Board Room
- 113 Collinwood Hall
- 114 Collinwood Hall
- 115 Collinwood Hall
- 150 Dressing Rooms
- 168 Directors Room
- 171 Fairview I
- 171 Fairview II
- 176 Hillhaven
- 177 Lavon
- 187 Northbrook I
- 187 Northbrook II
- 187 Northbrook III
- 163 Shady Grove
- 172 Spring Glade I
- 172 Spring Glade II
- 170 Sunny Slope I
- 170 Sunny Slope II
- 162 Sunshine Gallery
- 128 Ticket Office
- 137 Windhaven

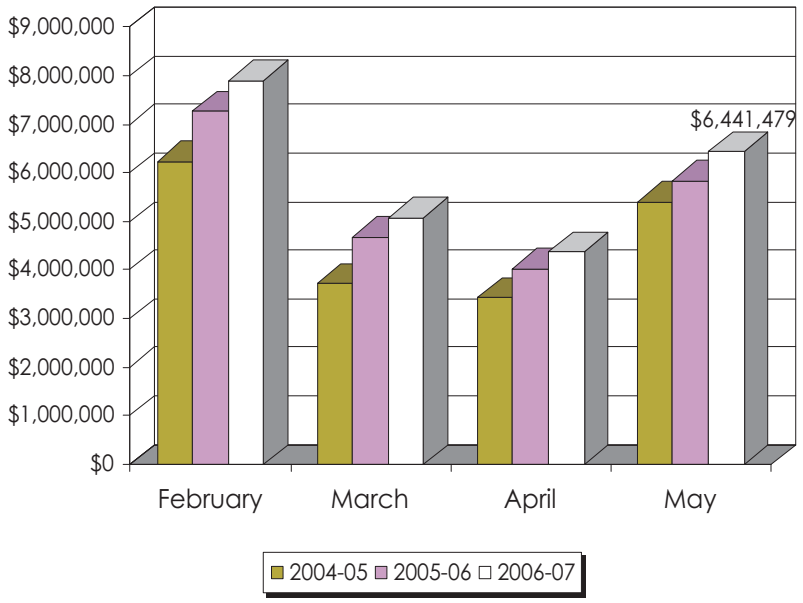
Economic Analysis

Sales tax allocation of $6,441,479 was remitted to the City of Plano in the month of May 2007. This amount represents an increase of 10.25% over the amount received in May 2006.

Sales Tax

Actual Monthly Revenue

Figure I



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

Figure I represents actual sales and use tax receipts for the months of February through May for fiscal years 2004-2005, 2005-2006, and 2006-2007.

Annualized Sales Tax Index

Compared to Dallas Consumer Price Index

Figure II

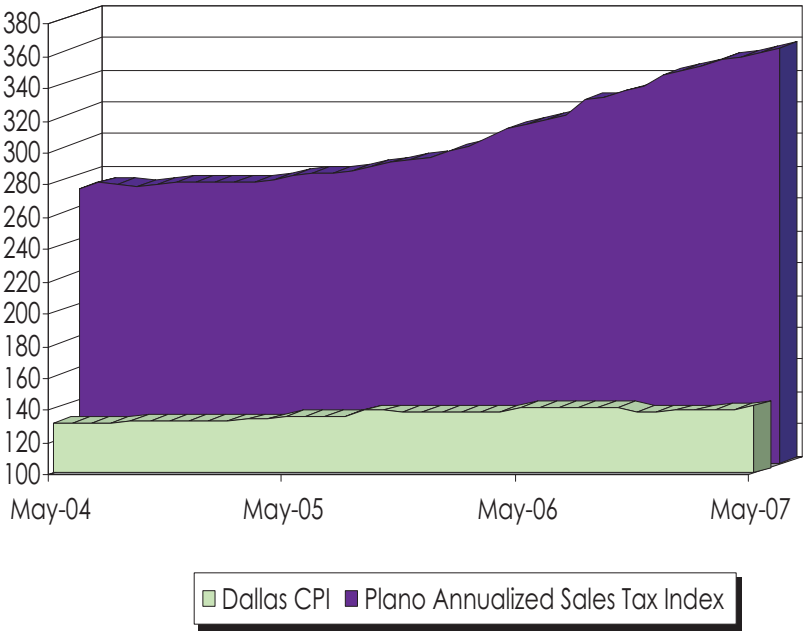


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For May 2007, the adjusted CPI was 141.66 and the Sales Tax Index was 358.56.

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

Economic Analysis

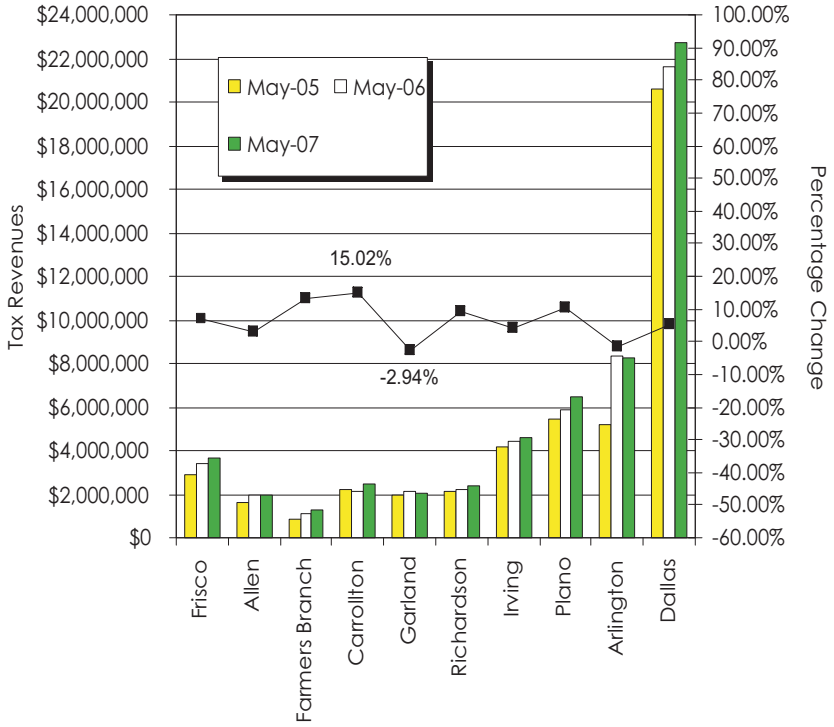
Figure III shows sales tax allocations in the months of May 2005, May 2006 and May 2007 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of May, the City of Plano received $6,441,479 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing May 2006 to May 2007, ranged from 15.02% for the City of Carrollton to -2.94% for the City of Garland.

Sales Tax Comparisons

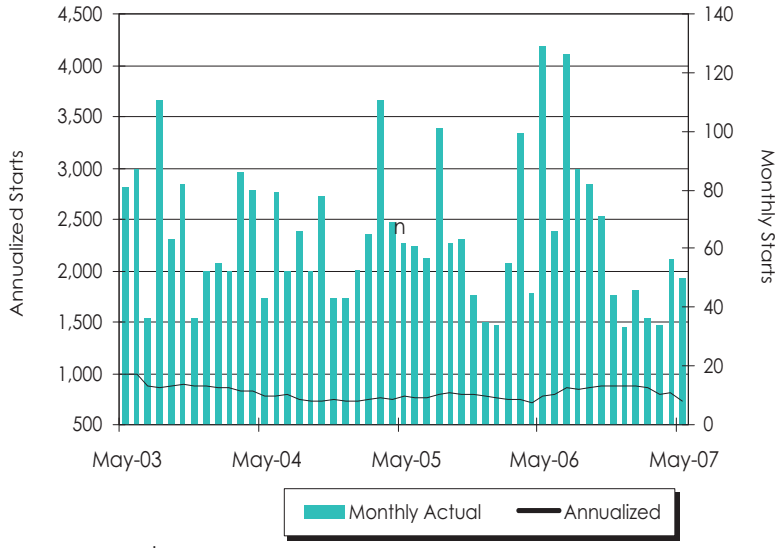
City of Plano and Area Cities

Figure III



Single Family Housing Starts

Figure IV



In May 2007, a total of 50 actual single-family housing permits, representing a value of $11,730,415, were issued. This value represents a 59.56% decrease from the same period a year ago. Annualized single-family housing starts of 731 represent a value of $143,196,120.

Figure IV above shows actual single-family housing starts versus annualized housing starts for May 2003 through May 2007.

Economic Analysis

Yield Curve

Figure V

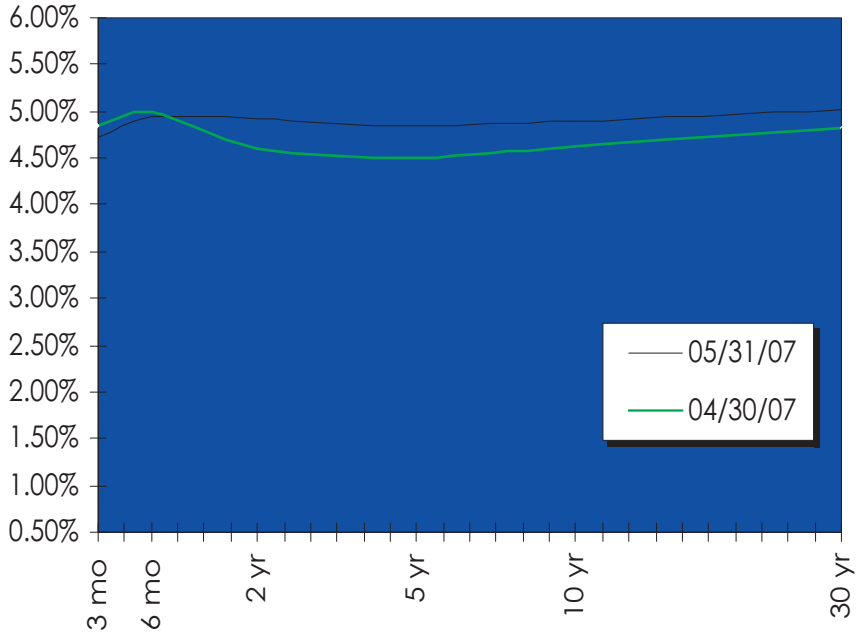


Figure V, left, shows the U.S. Treasury yield curve for May 31, 2007 in comparison to April 30, 2007. All but two of the reported treasury yields increased in the month of May, with the greatest increase in reported rates occurring in the 5-year sector at +31 basis points. The largest decrease in reported rates occurred in the 3-month sector at -14 basis points.

Unemployment Rates

Unadjusted Rate Comparison

Figure VI*

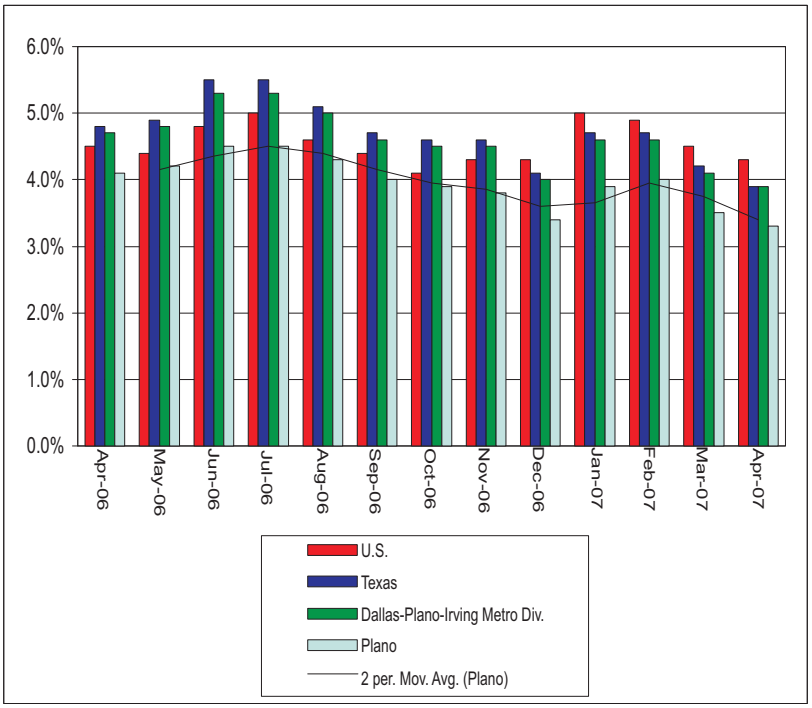


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from April 2006 to April 2007.

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

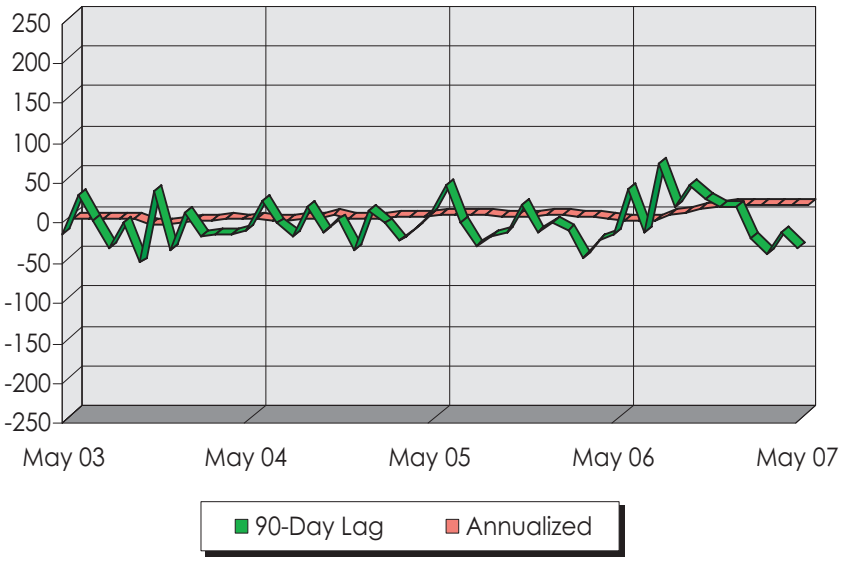
Economic Analysis

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

Housing Absorption

90-Day Lag From Permit Date

Figure VII

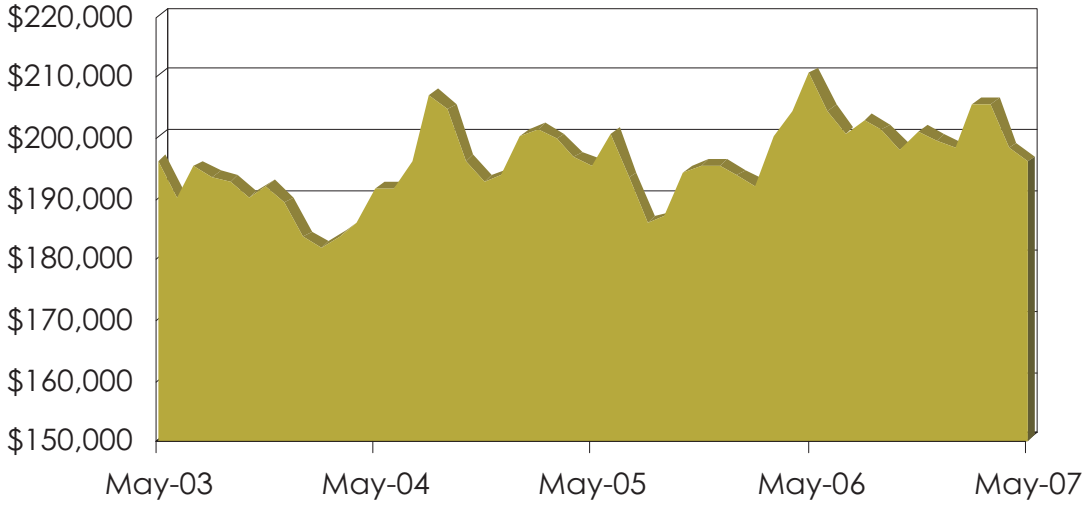


For the current month, the 90-day lag is -32 homes, meaning that in February 2007 there were 32 less housing starts than new refuse customers in May 2007. The annualized rate is 10 which means there was an average of 10 more housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 6.98% to $195,891 when compared to May 2006.

Single-Family New Home Value

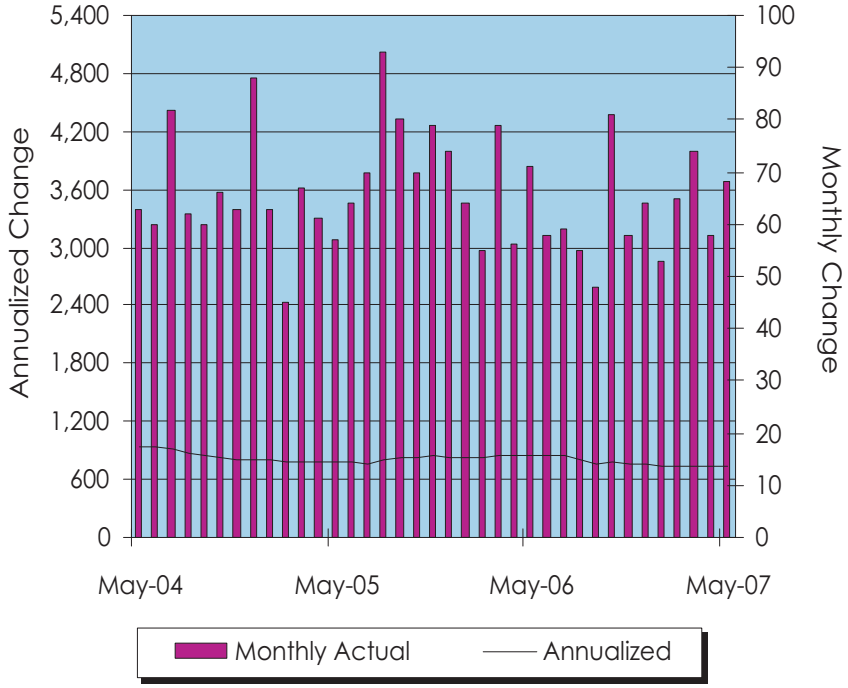
Figure VIII



Economic Analysis

Refuse Collections Accounts Net Gains/Losses

Figure IX

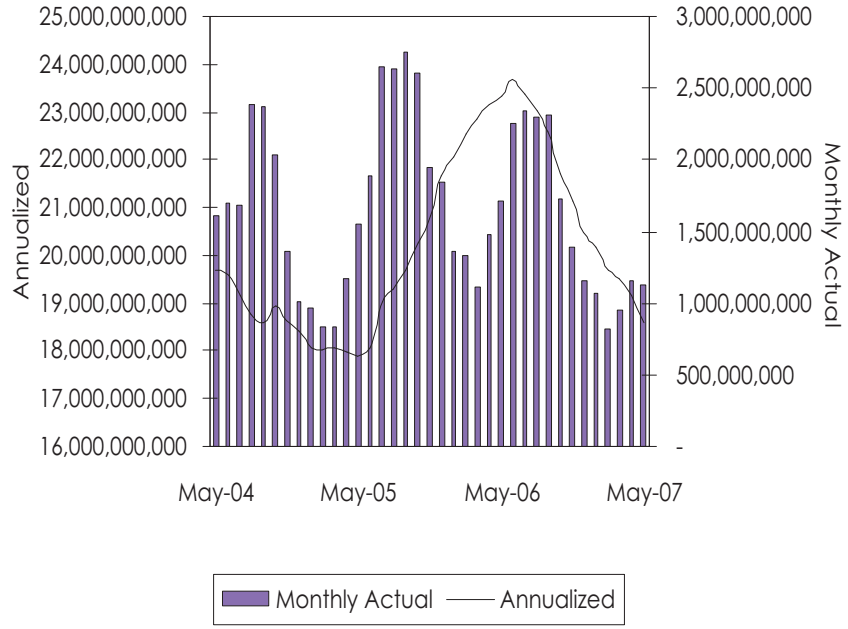


In May, net new refuse collection accounts totaled 68, in comparison to 71 new accounts in May of 2006. This change represents a decrease of 4.23% year-to-year. Annualized new refuse accounts totaled 741, showing a decrease of 114, or a -13.33% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

Local Water Consumption (Gallons)

Figure X



In May, the City of Plano pumped 1,555,474,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,124,836,000 gallons among 77,573 billed water accounts while billed sewer accounts numbered 73,979. The minimum daily water pumpage was 38,441,000 gallons, which occurred on Sunday, May 27th. Maximum daily pumpage was 65,087,000 gallons and occurred on Friday, May 18th. This month's average daily pumpage was 50,177,000 gallons.

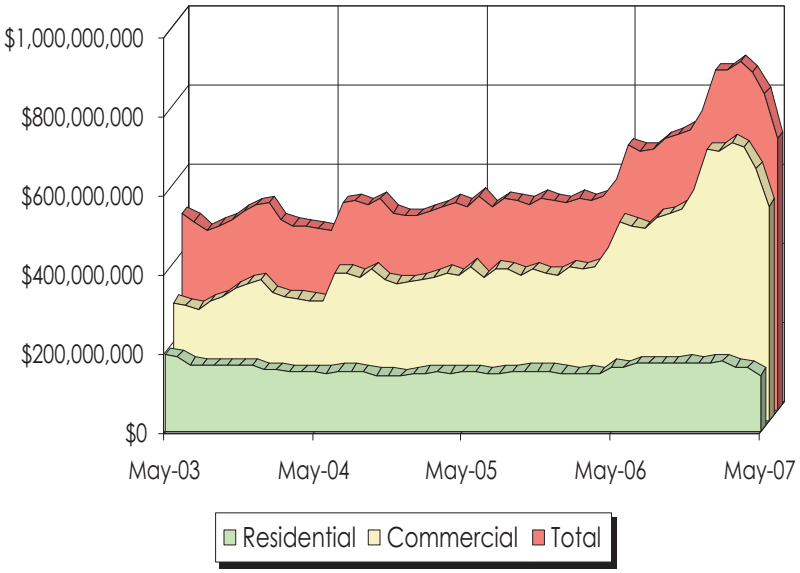
Figure X shows the monthly actual and annualized average for local water consumption.

Economic Analysis

In May, a total of 135 new construction permits were issued, for properties valued at $24,726,224. This includes 50 single-family residences, 4 apartment units, 1 industrial building, 1 service station, 1 office/bank building, 4 other, 42 commercial additions/alterations, 34 interior finish-outs, and one demolition. There were 48 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



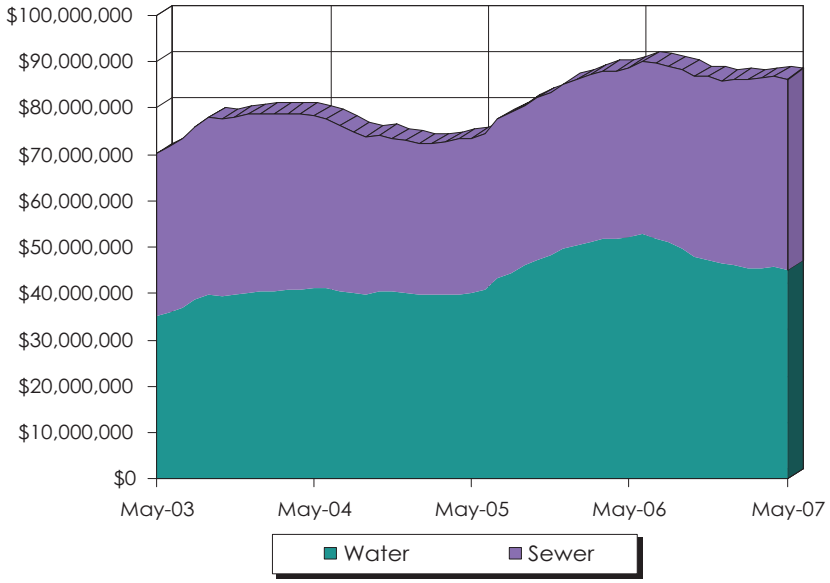
The overall annualized value was $685,895,759, up 2.36% from the same period a year ago. The annualized value of new residential construction increased to a value of $143,196,120, down 13.38% from a year ago. The annualized value of new commercial construction increased 7.51% to $542,699,639.*

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

The actual water and sewer customer billing revenues in May were $2,905,576 and $3,393,395, representing a decrease of 19.78% and an increase of 3.85% respectively, compared to May 2006 revenues. The aggregate water and sewer accounts netted $6,298,971 for a decrease of 8.57%.

Annualized Water & Sewer Billings

Figure XII



May consumption brought annualized revenue of $44,989,654 for water and $41,229,734 for sewer, totaling $86,219,388. This total represents a decrease of 2.90% compared to last year's annualized revenue.

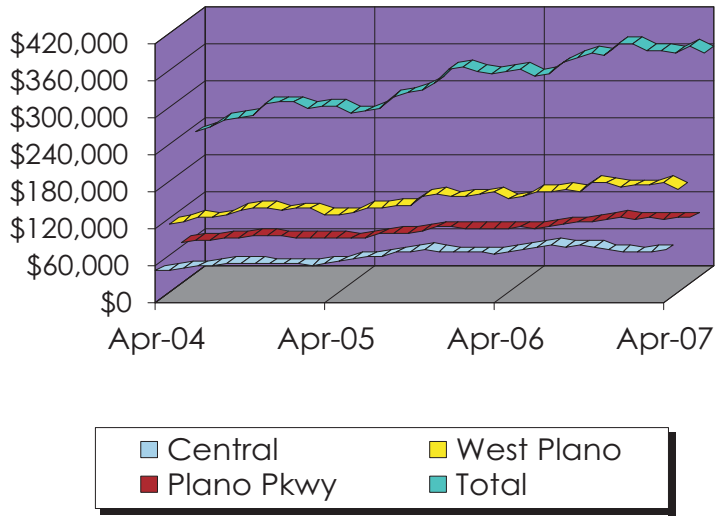
Figure XII represents the annualized billing history of water and sewer revenues for May 2003 through May 2007.

Economic Analysis

April revenue from hotel/motel occupancy tax was $390,503. This represents an increase of $54,183 or 16.11% compared to April 2006. The average monthly revenue for the past six months (see graph) was $356,061, a decrease of 4.23% from the previous year's average. The six-month average for the Central area increased to $83,598, the West Plano average increased to $167,286, and the Plano Pkwy average increased to $105,177 from the prior year.

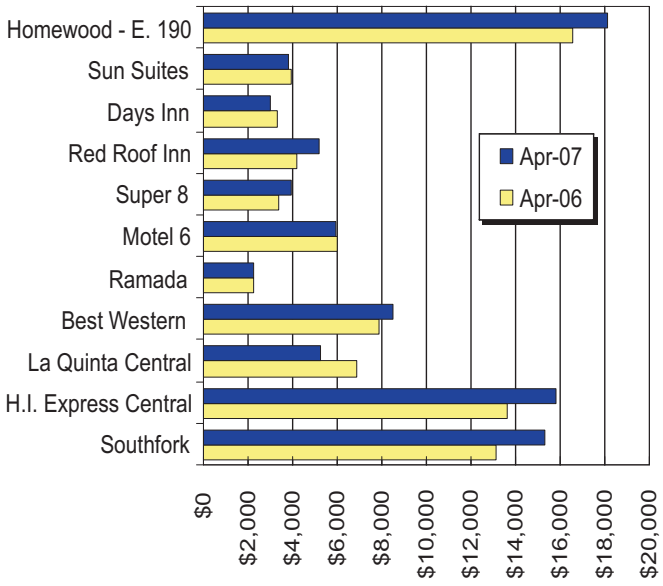
[1]This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Hotel/Motel Occupancy Tax
Six Month Trend
Figure XIII



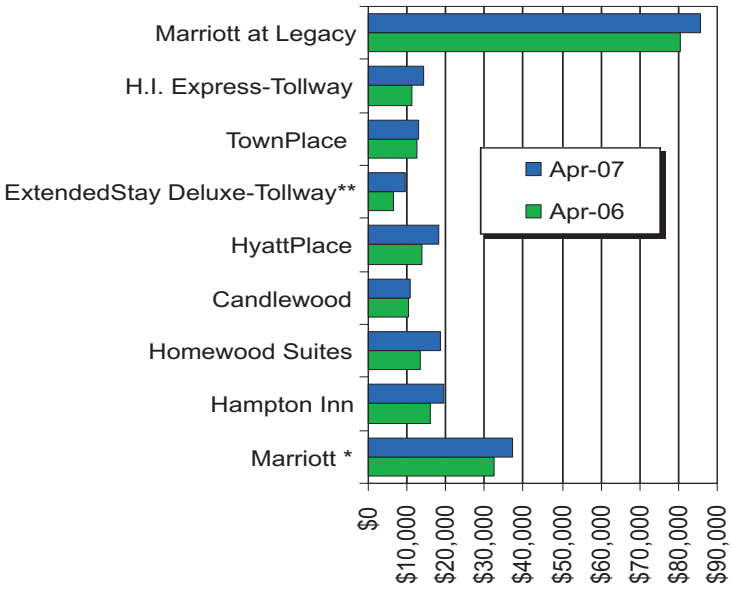
Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for April 2007 compared to the revenue received in April 2006.

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



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

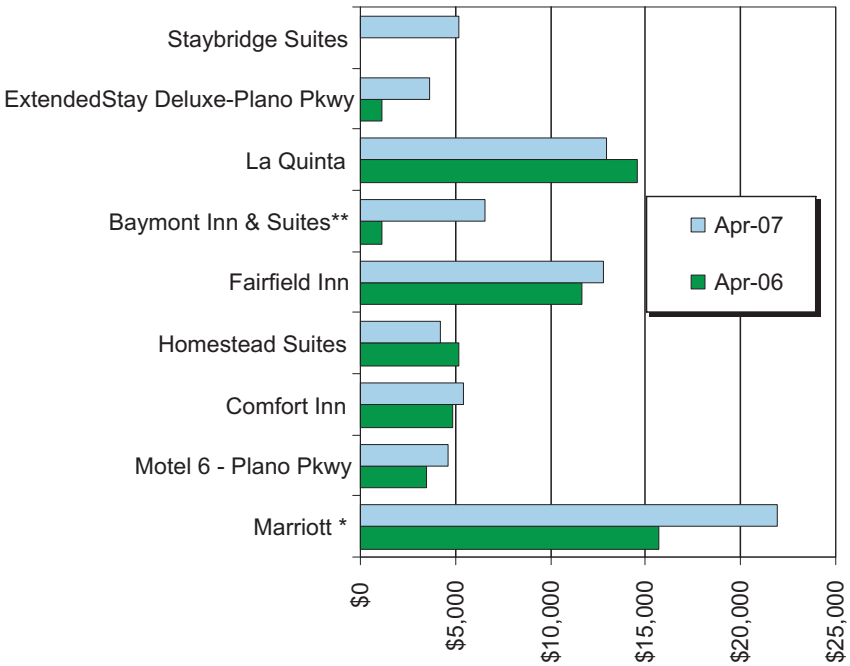
Hotel/Motel Occupancy Tax
Monthly Comparison by Hotel - West Plano
Figure XV



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

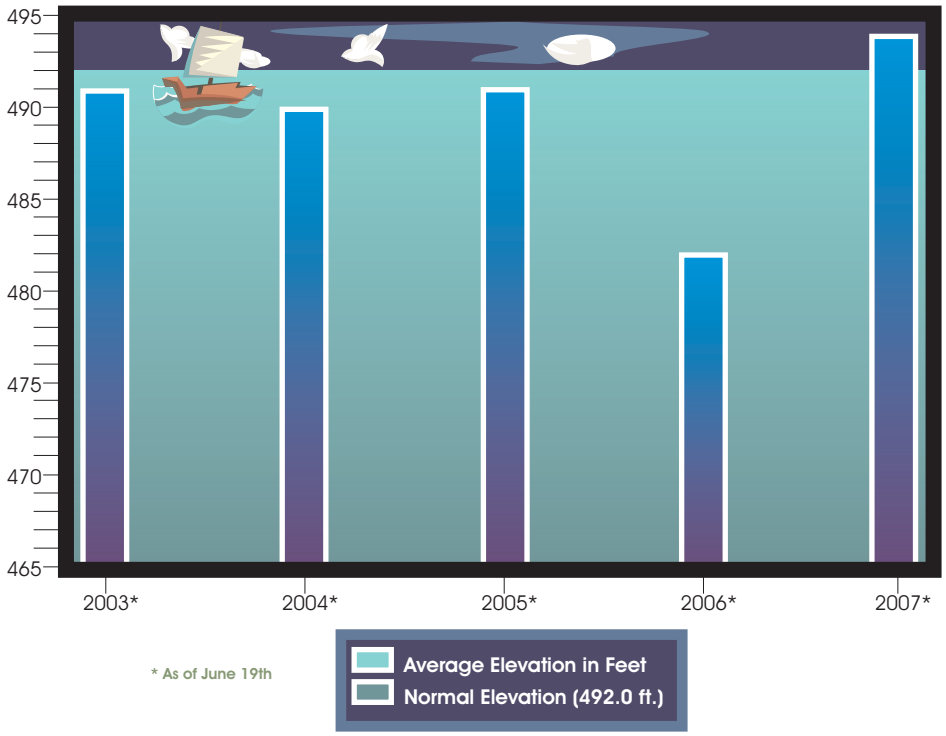
Economic Analysis

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



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

The graphic below represents the average elevation of Lake Lavon as of June 19th in the years 2003 through 2007. The normal elevation of Lake Lavon is 492 feet above sea level.



SECTION 3

Investment Report

City of Plano
Comprehensive Monthly Finance Report

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

Investment Report
May, 2007

Interest received during May totaled $948,070 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield rose steadily throughout the month of May, starting at 4.61 and ending at 4.91.

As of May 31, a total of $277.8 million was invested in the Treasury Fund. Of this amount, $28.2 million was General Obligation Bond Funds, $3.3 million was Municipal Drainage Revenue Bond Funds, and $246.3 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	$23,500,000	$165,060,000	$141,682,000	$184,140,000
(2) Interest Received	$948,070	$7,636,848*	$5,735,548	$10,076,585
(3) Earnings Potential Factor	105.8%	106.4%	127.7%	124.4%
(4) Investment Potential	104.9%	104.8%	104.6%	104.7%
(5) Actual Aggressive Dividend	$69,636	$116,207	$141,642	$147,956
(6) Average 2 Year T-Note Yield	4.75		4.99	

* See interest allocation footnote on Page C-3.
(1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools or cash accounts.
(2) Cash basis.
(3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
(4) Measures the percent of funds invested at month end compared to total available investable funds.
(5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
(6) Compares 2007 to 2006.

Month-to-Month Comparison

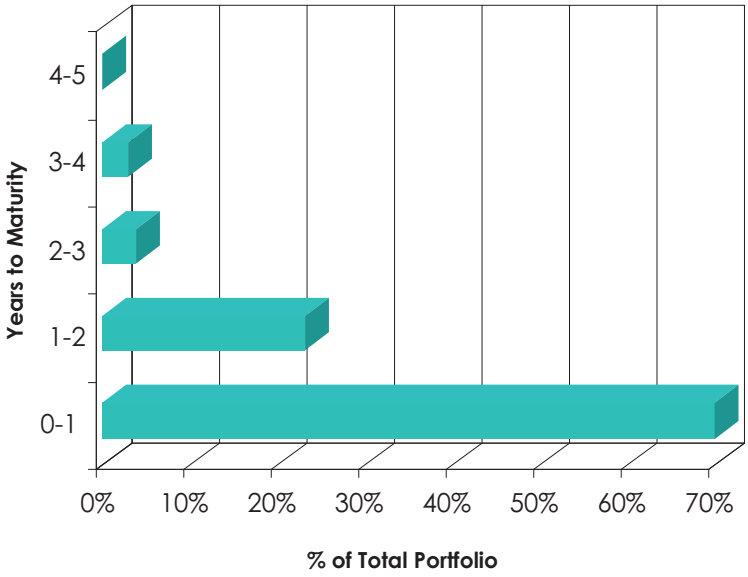
	Apr 07	May 07	Difference
Portfolio Holding Period Yield	4.50	4.49	-.01 (-1 basis point)
Avg. 2-Year T-Note Yield	4.66	4.75	+.09 (+9 basis points)

Investment Report

Portfolio Maturity Schedule
Figure I

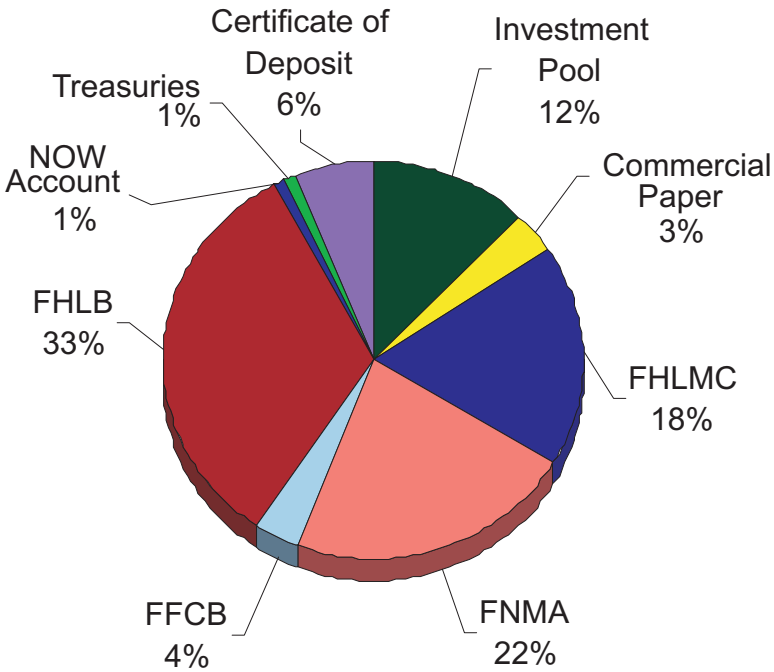
Years to Maturity*	Face Value	% Total
0-1	$ 204,935,559	69.99%
1-2	67,935,000	23.20%
2-3	11,360,000	3.88%
3-4	8,595,000	2.94%
4-5	0	0.00%
Total	$ 292,825,559	100.00%

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



Portfolio Diversification
Figure II

Type	Face Value	% Total
Investment Pool	$ 35,948,860	12.28%
Commercial Paper	9,500,000	3.24%
FHLMC	52,665,000	17.99%
FNMA	65,045,000	22.21%
FFCB	11,255,000	3.84%
FHLB	95,965,000	32.77%
NOW Account	2,446,699	0.84%
Treasuries	2,000,000	0.68%
Certificate of Deposit	18,000,000	6.15%
Total	$ 292,825,559	100.00%



Investment Report

Allocated Interest/Fund Balances
May 2007

Fund	Allocated Interest Current Month	Fiscal Y-T-D	Fund Balance End of Month	% of Total
General	220,783.07	1,938,796.86	$ 63,004,587.52	22.68%
G.O. Debt Service	105,654.03	710,519.40	31,650,013.17	11.39%
Street & Drainage Improvements	6,473.59	61,504.02	1,944,095.55	0.70%
Sewer CIP	12,069.96	144,700.38	3,176,710.84	1.14%
Capital Reserve	121,997.42	1,176,145.75	36,551,686.48	13.16%
Water & Sewer Operating	(4,054.54)	125,941.60	(1,461,041.71)	-0.53%
Water & Sewer Debt Service	14,040.51	109,288.48	4,021,501.32	1.45%
W & S Impact Fees Clearing	9,092.82	90,887.68	2,716,153.96	0.98%
Park Service Area Fees	17,877.30	177,404.99	5,333,524.48	1.92%
Property / Liability Loss	15,871.48	164,989.42	4,955,220.49	1.78%
Information Services	34,036.76	338,739.20	10,245,517.63	3.69%
Equipment Replacement	38,423.49	274,812.56	11,081,797.38	3.99%
Developers' Escrow	13,937.93	143,022.19	4,175,427.61	1.50%
G.O. Bond Funds	99,371.47	1,557,681.64	28,161,598.03	10.14%
Municipal Drainage Bond Clearing	11,156.34	113,346.23	3,335,302.58	1.20%
Other	231,136.98	2,182,051.79	68,798,742.55	24.77%
Total	$ 945,428.69	$ 9,290,312.83	$ 277,787,981.98	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of May 31, 2007, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities Purchased*	Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
Dec-05	231,473,520	3.40%	13	3	507	149
Jan-06	259,337,641	3.57%	5	5	437	149
Feb-06	282,073,077	3.70%	6	3	429	152
Mar-06	318,399,324	3.89%	13	4	383	161
Apr-06	311,430,085	3.91%	9	5	374	165
May-06	303,581,868	3.98%	4	7	363	162
Jun-06	294,605,647	4.12%	5	15	352	152
Jul-06	289,698,938	4.14%	4	5	350	151
Aug-06	299,366,214	4.34%	12	19	370	144
Sep-06	263,471,841	4.27%	4	11	416	137
Oct-06	255,697,996	4.28%	9	11	432	135
Nov-06	246,150,463	4.26%	5	12	410	128
Dec-06	266,240,259	4.33%	1	2	362	127
Jan-07	307,286,661	4.48%	12	6	306	133
Feb-07	327,903,076	4.54%	3	4	261	132
Mar-07	312,190,094	4.52%	6	7	259	131
Apr-07	308,567,825	4.50%	5	6	248	130
May-07	292,825,559	4.49%	8	7	259	131

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

Investment Report

Equity in Treasury Pool By Major Category
Figure IV

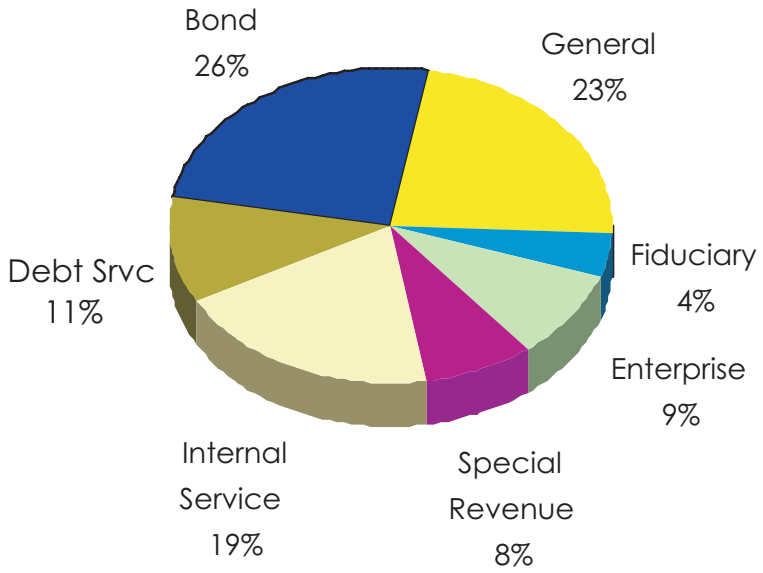
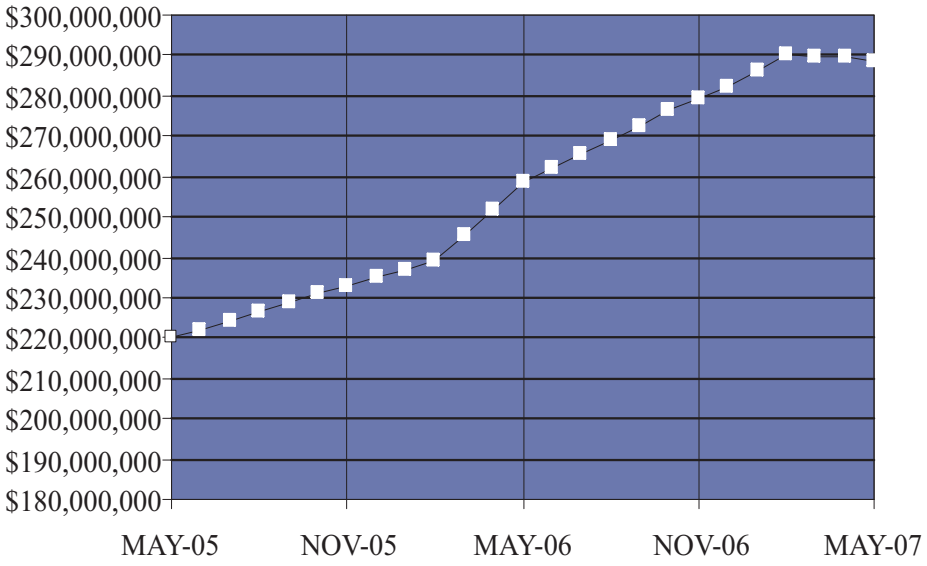


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of May 31, 2007. The largest category are the Bond Funds in the amount of $72.8 million. Closest behind is the General Fund with a total of $66.7 million, and the Internal Service Funds with $56.2 million.

Annualized Average Portfolio
Figure V

The annualized average portfolio for May 31, 2007 was $288,597,711. This is an increase of $29,833,850 when compared to the May 2006 average of $258,763,860.



plano Transportation Division

Transportation Mobility / Safety Report

May 2007

- Traffic Signals:
  - ✓ **Preston Road @ Commonsgate Blvd: Design traffic signal (25% completed)**
  - ✓ **SH-121: Implemented new off-peak signal timing**
  - o Develop As-Built traffic signal plans (35% completed)

- Traffic Safety:
  - ✓ **Barron Early Childhood School: Prepared ordinance for removing school zones on Abbey Road, P Avenue, and Parker Road. Process on hold pending coordination with PISD and receiving TAC input.**
  - ✓ **Modified traffic collision database to increase output report accuracy**
  - ✓ **Plano Pkwy between Park Blvd and International Pkwy: Coordinating the opening of additional NB & SB lanes (50% completed)**
  - ✓ **K Ave @ Spring Creek Pkwy: Project opened to traffic**
  - o Working with TxDOT to review speed limits on SH-190 Frontage Roads (**70**% completed)
  - o Working with TxDOT to review speed limits on US-75 Frontage Roads (**70**% completed)
  - o Working with TxDOT to review speed limits on Preston Road (**90**% completed)
  - o Legacy Business Area: Develop Sign Maintenance Agreement (85% completed)
  - o 2007 HAL/HARS Program (**100**% completed)

- Safe Streets Program (SSP)
  - ✓ **Updated the Safe Streets Program Project Location Map**
  - ✓ **Hawkhurst Drive: Installation of permanent speed cushions delayed due to weather and will begin June 2007.**
  - ✓ **Russell Creek Drive (east of Independence): The temporary plan being mailed June 2007.**
  - ✓ **Peachtree Lane, Silverstone Drive, and Parkhaven Drive: Work orders pending for installing temporary devices.**
  - ✓ **Eldorado Drive, Enchanted Ridge Drive/Presidio Lane: Both sites granted waivers for program participation by TAC.**

  Participating Neighborhoods Active in the Program
  - o Hawkhurst Drive (**Permanent Plan devices scheduled for installation June 2007**)
  - o Russell Creek Drive West of Independence (Waiting on Installation of Permanent Plan devices)
  - o Seabrook Drive (Waiting on Installation of Permanent Plan devices)
  - o Cumberland Trail (Permanent Plan devices to be ordered)
  - o Crossbend from Tumbril Lane to Coit (Permanent Plan devices to be ordered)
  - o Sailmaker Drive (Permanent Substitution Plan devices to be ordered)
  - o Travis Drive (Permanent Plan devices to be ordered)
  - o Ranier Road South of Spring Creek Parkway (Permanent Plan devices to be ordered)
  - o Lexington Drive (Permanent Plan devices to be ordered)
  - o Peachtree Lane (Permanent Plan **installation pending**)
  - o Silverstone Drive (Permanent Plan **installation pending**)
  - o Parkhaven Drive (Permanent Plan **installation pending**)
  - o Mission Ridge from Parker to Matterhorn (Temporary Plan devices to be ordered)
  - o Royal Oaks Drive (Temporary Plan devices to be ordered)
  - o Old Pond Drive (Temporary Plan devices to be ordered)

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- Micarta Drive (Temporary Plan devices to be ordered)
- Robinson Road (Temporary Plan devices to be ordered)
- Russell Creek Drive East of Independence (**Post enforcement studies underway**)
- Michael Drive (After enforcement speed studies conducted)
- Eldorado Drive (**TAC granted a waiver for program participation**)
- Enchanted Ridge Drive/Presidio Lane (**TAC granted a waiver for program participation**)

- Long Range Planning:
  - ✓ **Met with Information Services staff about wireless traffic monitoring camera technologies**
  - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

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Sculpture Event Budget Task Force

Report to City Council
June 25, 2007

Members of the Sculpture Event Budget Task Force

Bob Drotman	Public Art Committee (Chair)
Mary Jo Forbes	Public Art Committee
Christine Eubanks	Creative Arts (Vice Chair)
Jim Wear	Creative Arts
Russell Read	Creative Arts
Dana Conklin	Special Events
Karen Williams	Special Events
Jim Fox	Parks and Recreation
Ann Fuller	Parks and Recreation
Mark Thompson	Convention/Visitors Bureau

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Task Force Process

1. Task Force discussed and decided on key aspects of event: size, length, location, format, time of year.
2. Subcommittees formed to assign cost estimates to specific aspects of the event i.e., tent rental, printing, art installation, etc.
3. Full task force reviewed and critiqued findings and agreed to the conceptual budget for this presentation.

Key Assumptions

- 8,000 to 10,000 Attendees
- 35 Artists and 135 Art Pieces
- Average value of art pieces = $500
- Low sales – 10%; High sales – 25%

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Key Aspects of Event (1)

SIZE OF FESTIVAL

25-50 sculptors x 5 pieces of art each

= 125-140 total sculptures

Rationale: Large enough exhibit to create interest, but remain manageable for a first event

LENGTH OF EVENT

3 days (Friday – Sunday) for viewing by the public

Thursday night opening reception by invitation

Rationale: One weekend creates sense of urgency to purchase work before it's gone. Timeframe also remains manageable.

Key Aspects of Event (2)

LOCATION

Downtown Plano

THEME/FORMAT FOR EVENT

- Open Call to Artists, focus on 500 mile radius
- Judged Competition
- People's Choice Competition
- Open to professional and amateur sculptors
- Include indoor/outdoor pieces

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Key Aspects of Event (3)

ART SELECTION

- A committee should be formed to make selections.
- A process and criteria for selection need to be established by the committee.

DATE/TIME OF YEAR

Fall (mid – late October)

Rationale: Cool weather, not competing with spring events

Task Force Subcommittee Personnel

- Marketing and Planning
  - Jim Wear, Dana Conklin, Mark Thompson
- Operations
  - Ann Fuller, Russell Read, Karen Williams
- Administration
  - Bob Drotman, Mary Jo Forbes, Christine Eubanks

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Subcommittee Elements

- Marketing and Planning
  - Opening reception
  - Parking (Shuttles, etc.)
  - Awards Ceremony
  - Press Events
  - Advertising & Graphic Design
  - Printing (includes banners and signs)
  - Promotional Items
  - Tent and Facility Rentals
  - Concessions

Subcommittee Elements

- Operations
  - Security
  - Set-up and Take Down
  - Art Handling
  - Trash Pick-up
  - Insurance
  - Lighting (?)

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Subcommittee Elements

- Administration
  - Volunteer & Staff (T-shirts, badges)
  - Business (finance, sales, sponsorships)
  - Partnerships (Texas Sculpture Association?)
  - Artists (entry fees, hospitality, awards, art sales)

Event Budget Estimate

SUBCOMMITTEE	EXPENSE	INCOME
Marketing & Planning	$195,000	$36,000
Operations	$97,000	-0-
Administration	$16,500	$13,675
Totals	$308,500	$49,675

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Estimated Grand Total

Approximately $310,000 – 350,000 in funding will be needed to put on the first year's Sculpture Event

Conclusions

If the Council decides to move forward:

- A permanent committee will need to be formed to begin planning a sculpture event
- After committee is formed, 18-24 months needed for preparation
- The event will need to be named
- A plan will need to be developed that specifies what success is for this event (pays for itself in "X" years, etc.)

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Some Benefits of a Sculpture Event

- Enhance the cultural growth of Plano
- If successful, promote economic development and downtown revitalization
- Increase the visibility of Plano

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Sculpture Event Budget Task Force

Budget Estimation Details

Marketing and Events

1. Opening Reception	$5,000	
Catering, décor, entertainment, etc.		
2. Entertainment	$16,000	
2 stages x 16 hours x $500/hour		
3. Awards Ceremony	$2,500	
Catering, décor, entertainment, etc.		
4. Press Events	$6,000	
3 events x $2,000 each		
5. Advertising	$50,000	
6. Graphic Design	$3,000	
7. Printing	$20,000	
Brochures, programs, rack cards, maps		
8. Banners, signs	$17,000	
Road signs, onsite signage		
9. Promotional items	$5,000	
Mugs, etc.		
10. Contingency	$5,000	
11. Tent Rental	$18,000	
Includes delivery, set up, climate		
12. Facility Rental	$6,000	
CYT, ACP, Plano Station, parks		
13. Printing (administrative)	$3,000	
Forms, packets, id badges, etc.		
14. Coord/Consultant	$20,000	
15. Parking/Shuttle/etc	$18,500	
Shuttle, golf carts, OD police@ 24hrs x $60 X 10, barricades		
16. Concessions		$21,000
7,000 people x $20 x .15		
17. Parking		$15,000
3,000 cars x $5		
1. – 17. Subtotal	**$195,000**	**$36,000**

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Operations

1. Entertainment	$4000	
Sound System Rental, 2 days, plus labor		
2. Security		
Event Security, 2 officers, all day, 3 days	$10,000	
Event Security, 2 officers, event, 3 days	$5,000	
3. Set up and Take Down	$20,000	
4. Art Handling	$40,000	
Placement labor $52/hr		
Storage pre & post event $30/sq ft		
5. Trash pickup	$12,000	
2 pickups/day, 2 Parks Maintenance Personnel, 2hrs overtime night labor @ $40/hr		
6. Insurance	$6,000	
* Assumption: No Lighting – Open during daylight		
1. – 6. Subtotal	**$97,000**	--

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Administration

		Expense	Income
1. Volunteers			
T-shirts	150 x $8	$1,200	
Badges		$50	
2. Business			
a. Finance			
Accountant/manager of finances		$5000	
b. Sales		$500	
c. Sponsorships – Goal Businesses + private donors			$10,000
3. Partnerships – possibly TSA		$0	$0
4. Artists: Expenses for & Income from			
a. Entry fee - $25/artist for all pieces accepted • **Assumption: 35 artists**	35 x $25		$875
b. Hospitality – for artists and volunteers: drinks, snacks		$1000	
c. Awards Judged: 1st $1000; 2nd $750; 3rd $500 People's Choice: $1500		 $2,250 $1,500	
d. Percentage of art sales – 20% • **Assumption:** **135 sculptures total** **Average value: $500 each** Low: 10% of art sold, 20% of value High: 25% of art sold, 20% of value	 14 x $200 34 x $200		 **$2,800** ($6,800)
e. Purchase art-People's Choice		$5,000	
1. – 4. Subtotal		**$16,500**	**$13,675**
Grand Total		**$308,500**	**$49,675**

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Preliminary Open Meeting Agenda Item VI Police Range Update

Brashear

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MEMORANDUM

DATE: June 18, 2007

TO: Honorable Mayor and Members of Council

FROM: LaShon Ross, Director of Human Resources

SUBJECT: Retirement Security Plan (RSP) Operational Errors

The purpose of this memo is to advise you of three operational errors related to our RSP Plan and the action required to make the corrections. This matter will be discussed more fully at your upcoming meeting.

Background:
RSP is a City sponsored pension plan that was instituted when the City opted out of the social security system in 1982. It is available to all full time employees and is subject to compliance with all applicable IRS and state regulations for this type of plan. The RSP is primarily governed by a committee to administer the Plan; however, Plan amendments are subject to Council approval. While the Plan is funded by the City, the assets are held in trust and must be spent in strict accordance with the Plan document. The Plan provides standards for eligibility and methods for distribution to its participants, including payment of either a lump sum or annuity to qualifying members.

Operational Errors:
Beginning last summer, staff identified three areas where the calculation process was not consistent with the Plan requirements. Those three areas are as follows:

1) A higher interest rate assumption (8%) was used in lieu of the rate established in the Plan (7%). This is used for the purpose of calculating operation forms of benefit payments.

2) The 1983 Group Annuity Mortality Table, also used for computing optional forms of benefit payments, was used in lieu of the 1972 table established in the Plan.

3) The early retirement reduction factors being applied, particularly for those individuals under age 55 and the reduction factors stated in the Plan were in conflict.

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As best as we can ascertain, sometime in late 1998, the RSP committee was advised of these changes and were in favor of them, but the actual changes were never adopted by the Council.

In September 2006 and again in May 2007 the Plan document was brought before council and the above mentioned items have been approved. However, the City must make the corrections for the prior erroneous over and underpayments, as well as submit a voluntary compliance plan for IRS approval showing what steps it has taken to correct the problem.

The actuarial firm estimates that $78,561.76 was overpaid to recipients and the underpayment liability is $127,194.32 for a total of $205,756.08. This is to bring the correct current to, July 1, 2007.

Underpayments may be funded from the RSP. Overpayments can be handled by either requesting refunds from the overpaid recipients or by reimbursing the Plan from another source of funds. Further, if full payment is not recouped from the overpaid recipients, the City is still required to reimburse the RSP fund for the difference, assuming the City has the assets available to cover the difference.

Due to the costs for recovery, potential for lack of repayment from overpaid recipients and other factors, the City Manager supports the approach to reimburse the RSP from City sources.

C: Thomas H. Muehlenbeck, City Manager

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Lump Sum:

Underpayments	$122,879.23
# participants	185

Annuitants:

Underpayments	$ 4,315.09
# participants	39
Overpayments	$ 78,561.76
# participants	105

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Discussion/Action Items for Future Council Agendas

2007

June 21 – 24, TCMA Conference, San Antonio

July 4 – Independence Day

July 23
Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Re-appointments

Public Hearing: Zoning Case 2007-14 - Request to rezone 6.6± acres **from** Commercial Employment **to** Neighborhood Office and a Specific Use Permit for Veterinary Clinic and Kennel (Indoor Pens) located on the east side of Spring Creek Parkway, 3,100± feet west of Tennyson Parkway.

July 25
Submission of FY 2007-08 Budget and Community Investment Program

August 7 – National Night Out

August 13
Retirement Security Plan Committee

Community Investment Program Worksession
Public Hearing on Budget and CIP
Vote on Proposed Tax Rate

August 18
Council Budget Worksession

August 22 - Council/PISD Trustee Retreat, TBD, 8 a.m. – 2 p.m.

August 23
- First Public Hearing on Tax Rate
- District 4 Neighborhood Roundtable, PSA StarCenter, 7 p.m.

August 25 – Board and Commission Reception, Municipal Center, 2 p.m.

August 27
Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Updated 6/20/2007 8:23 AM

VIII-a

August 28 – Second Public Hearing on Tax Rate

August 30 – Board and Commission Reception, PSA StarCenter, 6 p.m.

September 3 – Labor Day

September 10
Self Sufficiency Committee

September 24
Plano Housing Authority
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Appointments

October 7 – 10, ICMA Conference, Pittsburgh

October 8
TIF #1 & #2 Boards

October 18 – District 2 Neighborhood Roundtable, Sockwell Center, 7 p.m.

October 22
Youth Advisory Committee
Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 7 – 9, TML Conference, Dallas

November 12
Technology Commission

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Updated 6/20/2007 8:23 AM

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December 10

December 18
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays

Updated 6/20/2007 8:23 AM

VIII-C

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

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

CAPTION

Presentation: To City of Plano - The CLIDE Award for Advancement In the Principles of Development Excellence

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

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

REV 08/98

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

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

CAPTION

Special Recognition: Parade Magazine's All-America High School Boys Soccer Team Member and All-America High School Girls Soccer Team Members

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

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

PLANO CITY COUNCIL RETREAT
SPECIAL CALLED WORKSESSION
June 5, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
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
Diane Zucco, City Secretary

The Council convened into the open worksession on Tuesday, June 5, 2007, at 9:05 a.m., in Suite 105 of Plano Station, 1012 16th Street. All Council Members were present with the exception of Mayor Evans. Deputy Mayor Pro Tem Callison arrived at 9:09 a.m.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Overarching Themes, Goals and Core Businesses.

Lyle Sumek, of Lyle Sumek Associates, Inc. facilitated the worksession and advised that the agenda includes reviewing the major successes of the last year and their value to citizens; looking to the future; reviewing the vision; updating of the strategic plan; and addressing governance issues.

Performance Report 2005-2006: Report Card for Plano

Mr. Sumek listed the City's top achievements for 2006-2007 as identified by the Council which include: Economic Expansion – Growing Commercial Tax Base; "Greening" the City – Creating a Sustainable Community; Cultural Outreach – Supporting an Inclusive Community; Legacy Town Center – Developing an Urban Village and Activity Center; Water – Conserving Water and Changing Consumption Patterns; Financial Condition of the City – Maintaining a Sustainable City Government; Safest City – Continuing as a Safe City; Neighborhood Revitalization – Making a More Livable City; and Leisure Opportunities – Expanding and Upgrading Parks and Programs.

In the area of "Economic Expansion – Growing Commercial Tax Base," the Council and Staff spoke to the success of the two-cent tax increase for economic development; the various corporate relocations to the City including Capital One, Rent-A-Center, Children's Medical Center, Denbury Onshore and Countrywide Mortgage; and companies moving into the Research/Technology district.

The Council spoke to the first graduating class of John Paul High School; the BMW dealership showcase; meetings held with the medical community; and the economic expansion of businesses, medical and hotel facilities. The Council spoke to the value to citizens as being a benefit to the tax base, contributing to the financial stability of the City, allowing the City to compete with others, forming a sense of partnership and providing job opportunities, products and services to its residents. The Council spoke to the appeal of John Paul High School and to continued growth at Collin College providing more employees for the medical field.

In the area of ""Greening" the City – Creating a Sustainable Community," the Council and Staff spoke to advocacy with TXU regarding coal plants, the *Live Green in Plano Expo*, incorporation of "green" concepts in City buildings, using less paper, recycling receptacles at City buildings, continuing education, "Tree City USA" designation, regional composting and a contract for sale of City compost materials, and requiring the highest level of LEED (Leadership in Energy and Environmental Design) possible in all City facilities. Mayor Pro Tem Magnuson spoke to there not being a market to recycle plastic bags. The Council spoke to the value to citizens including offering better pricing on solid waste services, the long-term effects on the region/planet, saving resources, being thoughtful about the use/reuse of resources, improving health, the "feel good" factor, the high percentage of citizens recycling, social benefits of events, and the City being a responsible steward.

In the area of "Cultural Outreach – Supporting an Inclusive Community," the Council spoke to achievements in the area of Cultural Roundtables including those with the Muslim and Asian Communities and to expanding efforts. The Council spoke to the value to citizens in facilitating understanding of different cultures, breaking down stereotypes, educating people regarding perceived differences and real similarities and providing for more involvement by people in the community.

In the area of "Legacy Town Center – Developing an Urban Village and Activity Center," the Council spoke to residential and retail in the area continuing to grow and new phases of development including additional employment and hotels. The Council spoke to the value to citizens as the development may result in more hotel conference space and meetings, expansion of the tax base, visibility, identification for Plano, promoting business close to home, attracting businesses and new residents, providing services to the "new" downtown, and promoting economic development.

In the area of "Water – Conserving Water and Changing Consumption Patterns," the Council spoke to achievements including the water conservation program, billions of gallons of water saved, providing education and awareness, and the City of Plano leading the way in the reduction of water. The Council spoke to the value to citizens being to address long-term sustainability and growth in the region, the need for conservation and/or new resources, making sure water is available for public safety needs.

In the area of "Financial Condition of the City – Maintaining a Sustainable City Government," the Council spoke to the City's "AAA" bond rating by all three agencies, being fiscally conservative in setting aside capital reserve funds to replace assets, quantifying future costs such as pension/insurance, and the opening of a clinic for employees. The Council spoke to long-term value to citizens as the City is proactive in maintenance and will continue to attract business and residents, borrowing monies at the lowest rate due to the bond rating, brokerage house interest in bond ratings, providing compensation and benefits to retain employees, offering citizens an opportunity to purchase bonds at the next sale, maintaining the quality of service/staff allowing the City to compete, and providing value for the tax dollar.

In the area of "Safest City – Continuing as a Safe City," the Council and Staff spoke to the completion of Fire Station No. 11, implementation of red light cameras and the smoking ordinance, having one of the highest fire safety records, fire suppression systems in Downtown Plano, low crime rate, the hiring of a new Fire Chief and Director of Homeland Security, acquisition of new fire equipment and portable defibrillators, traffic calming devices and educational efforts regarding heroin/cheese. The Council spoke to the value to citizens as these efforts keep fire insurance rates low, provide a sense of security and longer life, offer good resources to citizens, and protect property values.

In the area of "Neighborhood Revitalization – Making a More Livable City," the Council spoke to the Rental Housing Inspection Program including expansion to newer buildings, CDBG Program, First Time Homebuyer's Program, Community Service Funds, neighborhood revitalization plans, and replacement of screening walls. Staff spoke to revitalization efforts being limited to available resources and finding objective criteria to measure in working toward a change.

In the area of "Leisure Opportunities – Expanding and Upgrading Parks and Programs," the Council and Staff spoke to achievements including White Rock Creek Park, Oak Point Park, the Muehlenbeck Recreation Center, Haggard Library, the Park Master Plan update, trail development, concerts and an expanded program at the amphitheater, design of the ACC, and senior facilities planned for Carpenter Park Recreation Center. Executive Director Hogan advised that Staff would check into separating the trail system from the building in going forward with development of Oak Point Park. The Council spoke to the value provided to citizens including additional greenspace, the maintaining of property values, opportunities to improve fitness, supporting families and family activities, providing a visible result for tax dollars, and improving air quality.

The Council recessed the worksession at 10:21 a.m. and reconvened at 10:31 a.m.

Executive Director Turner spoke regarding the Accreditation received by the Building Inspections Department which is the first in Texas and third in the nation.

Looking to Plano's Future

Mr. Sumek requested the Council look to the future and identify areas of focus for the next twelve months.

Council Member LaRosiliere spoke to planning accordingly for the remaining land stock including consideration of corporate headquarters and rezoning some commercial property to residential. He spoke to maintaining the current level of commitment to the Economic Development Fund, the potential for uses for additional sales tax revenue, maintaining the City's commitment to the Downtown area and identifying places to expand boundaries and draw in business, and the concept of neighborhood revitalization. City Manager Muehlenbeck and Executive Director Turner spoke to consideration of the Haggard and Douglass Communities.

Council Member Johnson spoke to continuing the momentum with regard to business retention and recruitment, regional and local transportation issues and receiving a share of the monies going into the development of SH 121, continuation of the redevelopment of Plano's infrastructure, reinvestment and rezoning and to helping homeowners reinvest in their properties.

Council Member Ellerbe spoke to receiving the City's share of county bond funds, looking towards more progress at Oak Point Park and continuing to expand the *Live Green in Plano* program.

Deputy Mayor Pro Tem Callison spoke to focusing on what is needed in the Downtown area, consideration of the "Take or Pay" contract with the water district, neighborhood revitalization, and receiving the City's share of county bond funds.

Council Member Stahel spoke to addressing issues of regional transportation including the expansion of DART, requesting information from DART regarding the number of riders originating in the City of Plano or elsewhere, in the area of neighborhood revitalization offering economic incentives to maintain and improve property and possibly increasing the homestead exemption, and diplomacy between transit and non-transit cities regarding the acquisition of businesses. City Manager Muehlenbeck advised regarding previous efforts in this regard.

Council Member Dunlap spoke regarding the redevelopment of neighborhoods, a Master Plan for Parker Road/Collin Creek Mall/Creekwalk/Downtown to provide a tool and vision for economic development. He spoke to having a plan and advocating regional transportation, to review of fiscal balance and addressing those programs that no longer need funding and others that may, and to determining and balancing core services. City Manager Muehlenbeck spoke to meetings held related to Collin Creek Mall, possible reduction of options for the facility, discussion of a hotel for the area and getting back to the table. Executive Director Turner spoke to the challenge of dealing with multiple entities.

Mayor Pro Tem Magnuson spoke to finding ways of marketing Downtown, addressing what is needed, moving forward with a new emergency operations center, receiving an update from the Homeland Security Director and the shortage of employees in the City for the medical field. City Manager Muehlenbeck spoke regarding the need for trained staff at the City's medical facilities, the possible need for regional meetings and to involvement by Collin College.

City Manager Muehlenbeck spoke to developing a "means" test related to the receipt of funds for revitalization and to bringing forward ideas on conservation.

Strategic Planning

Mr. Sumek spoke regarding the Strategic Planning Model which includes the City's vision, plan, execution, mission and beliefs.

City of Plano – Goals 2012

The Council updated the goals and ranked them in the following order: Premier City in Which to Live; Livable and Sustainable Community: Neighborhoods and Urban Centers; Service Excellence; Diverse Business Center; and Safe, Efficient Travel.

Premier City in Which to Live

The Council collectively identified objectives for a "Premier City in Which to Live" as being to maintain and enhance the Plano quality of life – place to live, things to do, safe living; provide quality leisure and cultural choices within Plano – community centers, libraries, parks and trails, cultural venues, arts; encourage quality schools and lifelong learning, assure quality, desirable housing choices for all; diverse cultures and all family generations welcome; and more young families and professionals choosing to live here.

Challenges and opportunities in the area of "Premier City in Which to Live" identified by the Council as a whole were attracting young families and professionals; aging housing stock; determining the City's role; increasing the diversity of housing choices – mid-rise condos, townhomes and in-law accommodations; and retaining long-term residents that have contributed long-term to the community.

The Council recessed the worksesssion at 11:45 for lunch and reconvened at 12:14 p.m.

Under "Premier City in Which to Live" the areas where action is needed as identified by the Council as a whole were to address multi-cultural outreach by communicating with key leaders regarding general City information and resources and encouraging participation and involvement by all. They spoke to upcoming critical decisions related to the Arts of Collin County; White Rock Creek Park – acquisition and trail easement; Oak Point Park – development; the opening of the Muehlenbeck Recreation Center in late summer; the opening of Haggard Library Phase III; Bluebonnet trail extension; work being done on the trail connection between the Bush DART station and the Parker Road DART station; and a study related to the Chisholm Trail through the Collin Creek Mall area. The Council identified additional actions including entertainment attraction including expanding utilization of the Courtyard Theater, actively market to increase attendance at concerts in the amphitheater and tapping local talent and utilizing streaming video or the amphitheater. They spoke regarding the Carpenter Park Recreation Center Expansion (LEED Certification); the opening of Archgate Park; Memorial Park construction; Comprehensive Plan Updates to the Land Use, Transportation and Economic Development chapters; a review of the Zoning Ordinance resulting in a needs list to determine direction; and Staff evaluation and recommendation of options regarding the direction for the Sister Cities program.

Service Excellence

The Council collectively identified objectives for a "Service Excellence" as being to continue to improve quality of all City services delivered in the most cost-effective manner; continue strong financial position through plans and policies with stewardship of the public dollar, responsible reserves and expenditures; promote engaged and active citizenry who understand the City; provide services and facilities responsive to the changing needs of our citizens and businesses; and be recognized by and involved in professional and national organizations as being simply the "BEST."

Challenges and opportunities in the area of "Service Excellence" identified by the Council as a whole were to protect the current City revenues and revenue sources, maintain the "AAA" bond rating by all three agencies, and effectively use technology for service delivery.

Under "Service Excellence" the areas where action is needed as identified by the Council as a whole were to address the water policy and strategy including the Take or Pay contract; participation in the Region C Plan; providing clear direction to NTMWD board members, looking for involvement with the Chamber of Commerce/mayors and city managers, developing "citizen level" direction to the district, and communicating with board members regarding conservation efforts. The Council identified additional actions including consideration of the new landscape ordinance; design of Fire Station 12 and the Emergency Operations Center including consideration of the degree and cost of backup; and aging infrastructure – goal, strategy and actions to continue to evaluate the needs and funding. With regard to TXU street lights, the Council and Staff spoke to getting on the Public Utility Commission's docket and Staff spoke to coming back with a presentation to the Council regarding the visual effect of poorly maintained light structures.

The Council discussed balanced finances and core City services and spoke to providing direction regarding core vs. non-core services and evaluating programs during the budget cycle; there was discussion regarding fines and City Attorney Wetherbee advised regarding court consideration. The Council discussed senior services including review of the needs assessment to determine recommendations; continuing with management succession planning and work being done on the police firing range, animal shelter expansion design and environmental education building.

The Council recessed the worksession at 1:54 p.m. and reconvened at 2:04 p.m.

Livable and Sustainable Community: Vital Neighborhoods and Exciting Urban Centers

The Council collectively identified objectives for "Livable and Sustainable Community: Vital Neighborhoods and Exciting Urban Centers" as being to maintain and enhance the quality of homes and multi-family complexes – appearance, renovation; encourage and facilitate the development of mixed-use urban centers; rental housing units in code compliance; maintaining sustainable neighborhood shopping centers; supporting long-term neighborhood "sustainability" – mix of residential and complimentary services and businesses, homeownership; and encouraging and facilitating "green" buildings and developments.

Challenges and opportunities in the area of "Livable and Sustainable Community: Vital Neighborhoods and Exciting Urban Centers" identified by the Council as a whole were addressing the aging housing stock, property owners not investing or maintaining properties, the number of occupants in housing units, and the City's future role in Downtown.

Under "Livable and Sustainable Community: Vital Neighborhoods and Exciting Urban Centers" the areas where action is needed as identified by the Council as a whole were to continue *Green* actions both at the City and regional levels developing a community education program, letting citizens know what actions are being taken by the City, sharing information with the Chamber, PISD, community college, homebuilders and other cities, looking at restrictions regarding windmills/waterwells and review of the landscape ordinance. The Council identified additional actions including addressing the Collin Creek Mall and Creekwalk by meeting with the owner(s), reviewing current plan options and zoning in the area; supporting the current mission and projects planned for Downtown development as well as monitoring the merchant's association; continuation of the rental housing registration and inspection program including moving forward with those apartments ten years and older. The Council spoke to determining the direction and refining the residential revitalization program study, evaluating alternatives and coming forward with criteria, options and recommendations focusing on city-wide objectives; reviewing the plan for the Parker Road DART station development; with regarding to schools, conducting a review of the neighborhood planning program and identifying City projects to enhance neighborhoods; receiving a summary of options with regard to a "boarding house" policy and actions; and reviewing benchmarks related to a neighborhood assessment model.

Diverse Business Center

The Council collectively identified objectives for a "Diverse Business Center" as being to support economic expansion and business retention; revitalize and convert older retail and industrial centers and office buildings; expand economic diversification and international commerce; continue and expand as a major business destination for office buildings; strengthen and expand regional commercial center; and expand medical and healthcare businesses.

Challenges and opportunities in the area of "Diverse Business Center" identified by the Council as a whole were tapping the potential of the medical and health care communities; reusing aging and vacant commercial centers, corridors and areas; attracting appropriate new businesses to Plano; and City support of start-up businesses and incubators.

Under "Diverse Business Center" the areas where action is needed as identified by the Council as a whole were to initiate a dialogue with the community college and area educational institutions regarding the need for employees in the hospital/healthcare industries; and formation of a medical advisory group to play an active role in developing or recruiting medical businesses. The Council identified additional actions including determining the direction of the Plano Centre and whether or not to include it in a future bond package; evaluation and development of a strategy regarding a hotel/conference center on the horizon; permit sub-area refinement in the RT District south of the powerlines; and a continuing commitment to the Economic Development fund addressing it during the budget process and identifying additional possible revenue sources.

Safe, Efficient Travel

The Council collectively identified objectives for a "Safe, Efficient Travel" as being to improve traffic flow and manage traffic demand; plan for and support DART Service to DFW, service within Plano, and support of northern expansion; enhance traffic safety – reduce accidents, improve feeling of safety, have reputation for "safe streets"; and maintain quality of streets.

Challenges and opportunities in the area of "Safe, Efficient Travel" identified by the Council as a whole were having a regional approach beyond DART; maintaining City streets; non-residents use of DART and multiple transportation organizations.

Under "Safe, Efficient Travel" the areas where action is needed as identified by the Council as a whole were to have Staff provide the Council with regular reports and updates regarding the Cotton Belt and review plans as they impact Plano; consider regional transportation agencies and costs in order to arrive a policy for future participation; in the area of senior transportation to receive a report from the MP3 class and consideration of the CCart contract; taxi service evaluation including a possible voucher system; receipt of a report regarding speed tables on their effectiveness and cost then determine direction; developing a long-term vision for north Texas transportation by reviewing RTC/COG/DART plans and defining Plano's vision and link to the Transportation Element of the Comprehensive Plan.

The Council further spoke regarding DART parking fees and looking at creative options and evaluation of the City's bond program for streets. The Council and Staff discussed inequities in the upcoming county bond program and possible options. City Manager Muehlenbeck spoke to individual lobbying of members of the Commission by Council Members and the Council spoke to development of "talking points" and contact of the committee.

Governance Topics

In the area of governance there was discussion regarding the importance of Council presence at community events and civic engagements. City Manager Muehlenbeck spoke to Staff being at events to provide support for the Council.

City Manager Muehlenbeck advised regarding receipt of a report that the county bond committee has recommended that Plano receive $40.8 million in bond funds with $7.5 million for rehabilitation which is a little more than requested.

With regard to boards and commissions the Council discussed conducting a review. Council Member LaRosiliere spoke to interviewing those applying to the Planning and Zoning Commission and Transition and Revitalization Commission during an additional session. Council Member Stahel spoke to including the Parks and Recreation Planning Board and Council Member Ellerbe spoke to including those who select these boards as their first or second choice. Council Member Dunlap spoke regarding a possible quorum at this session and Council Member LaRosiliere spoke to including the Council liaisons for these boards. Council Member Ellerbe spoke to developing options for consideration.

Council Member Ellerbe spoke to the short turn-around time last year between the receptions and receipt of applicant books and City Secretary Zucco advised regarding the dates planned for 2007. Council Members Stahel and Ellerbe spoke to possibly considering boards in a tiered format.

The Council discussed memberships in various organizations and to receiving a list from Staff with regard to the value/cost and a follow-up discussion with the Council.

The Council discussed communications protocol with regard to e-mails received. Council Member LaRosiliere spoke to replying individually and the delays that may sometimes occur. Council Member Stahel spoke to those more familiar with the issue providing responses.

Deputy Mayor Pro Tem Callison left the meeting at 5:05 and did not return.

Council Members Ellerbe and Dunlap spoke to providing personal responses to e-mails and City Attorney Wetherbee spoke to being wary about using e-mail as a means to deliberate. She spoke to it being an efficient and common tool, but advised that taking a position may be premature before consideration of an issue. Mr. Sumek summarized the discussion of the Council as being in favor of a providing personal responses and having the discretion to copy others with no need for a protocol at the current time.

Nothing further was discussed; Mayor Pro Tem Magnuson closed the worksession at 5:13 p.m.

Sally Magnuson, Mayor Pro Tem

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 11, 2007

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta 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
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:09 p.m., Monday, June 11, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Deputy Mayor Pro Tem Callison arrived at 5:12 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071 for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:07 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

No items were brought forward for consideration.

Personnel Appointments - Board and Commission Liaisons

Mayor Evans advised regarding the following Council Liaisons to various boards and commissions:

- Animal Shelter Advisory Committee – Shep Stahel and Harry LaRosiliere
- Arts of Collin County Commission Board of Directors – Deputy Mayor Pro Tem Jean Callison
- Board of Adjustment – Loretta Ellerbe and Lee Dunlap

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- Building Standards Commission – Shep Stahel
- Civil Service Commission - City Manager Thomas Muehlenbeck
- Collin County Appraisal District Board – Mayor Pro Tem Sally Magnuson
- Community Relations Commission – Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
- Cultural Affairs Commission – Mayor Pro Tem Sally Magnuson and Harry LaRosiliere
- DART Board of Directors – Linda Paulk
- Heritage Commission – Deputy Mayor Pro Tem Jean Callison and Lee Dunlap
- International Commission (as restructured) – Mayor Pro Tem Sally Magnuson
- Keep Plano Beautiful Commission – Shep Stahel
- Library Advisory Board - Scott Johnson and Harry LaRosiliere
- North Texas Municipal Water District Board – Deputy Mayor Pro Tem Jean Callison and Scott Johnson
- Parks and Recreation Planning Board –Loretta Ellerbe and Lee Dunlap
- Planning and Zoning Commission – Scott Johnson and Loretta Ellerbe
- Plano Housing Authority – Shep Stahel and Harry LaRosiliere
- Public Art Committee – Deputy Mayor Pro Tem Jean Callison and Loretta Ellerbe
- Retirement Security Plan Committee – City Manager Thomas Muehlenbeck
- Self Sufficiency Committee – Shep Stahel and Lee Dunlap
- Senior Citizens Advisory Board –Scott Johnson and Lee Dunlap
- Tax Increment Financing Reinvestment Zone No. 1 Board – Scott Johnson
- Tax Increment Financing Reinvestment Zone No. 2 Board – Harry LaRosiliere
- Technology Commission – Shep Stahel and Lee Dunlap
- Transition & Revitalization Committee –Scott Johnson and Harry LaRosiliere
- Transportation Advisory Committee – Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
- Youth Advisory Commission – Deputy Mayor Pro Tem Jean Callison and Harry LaRosiliere
- **City Council Appointments to Various Committees and Organizations**
- Chamber of Commerce Board of Directors – Mayor Pro Tem Sally Magnuson
- Designation of Official North Central Texas Council of Governments - Voting Representative - Mayor Evans
- Regional Transportation Council – NCTCOG – Loretta Ellerbe and Mayor Evans (backup)
- TML & Other Legislative Action - Mayor Evans and other Council Members as appropriate
- North Texas Commission - Shep Stahel
- Memorial Day Committee - No appointment at this time
- Metroplex Mayors Committee - Mayor Evans
- Collin County Mayors Committee – Mayor Evans
- Arts of Collin County Mayors Committee - Mayor Evans
- Economic Development Board - Mayor Evans and City Manager Muehlenbeck
- Liaison to Collin County Community College Board – Mayor Pro Tem Sally Magnuson
- Dallas Regional Mobility Coalition - Mayor Evans

- Council of Governments - Texas Clean Air Steering Committee – Mayor Pro Tem Sally Magnuson
- Sister Cities – Mayor Pro Tem Sally Magnuson
- McKinney Airport Tech Board – Scott Johnson
- Regional Committee on Child Predator Legislation – Deputy Mayor Pro Tem Jean Callison
- Fire Team USA – Harry LaRosiliere
- **City Council Committees**
- Board and Commission Review Committee –Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
- Community Finance – Scott Johnson and Harry LaRosiliere
- Joint PISD/Council Committee –Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
- Tax Abatement Council Committee – Scott Johnson and Harry LaRosiliere
- **Adhoc/Roundtables**
- Multi-Cultural Outreach Roundtable – Mayor Pro Tem Sally Magnuson and Harry LaRosiliere

Mayor Evans spoke to possible future revisions.

State Legislative Session Update

Executive Director Turner spoke regarding the number of bills considered during the legislative session and advised that Governor Perry has until June 17 to sign, veto or allow bills to go into law without signing. Mr. Turner advised regarding a bill related to jurisdictions that appraise properties every two to three years and the resultant cumulative appreciation being passed on to the tax payer in a large amount, but stated this should not affect Collin County as it has a large and active appraisal district performing appraisals from year to year. He advised that Staff will be analyzing legislation to determine possible City policy changes and fiscal costs before providing the Council with a final report.

Mr. Turner spoke regarding HB621 relating to the exemption from ad valorem taxation of tangible personal property held temporarily at a location in the state. He spoke to Plano not being a large warehouse or distribution center, but stated that valuable items do come into the City and that this bill broadens the exemption. Mr. Turner spoke to a change in the conflict of interest provisions applying to the Council and certain appointed positions which now establishes a threshold for financial income. He spoke to a bill which increases the minimum purchasing requirement for complying with competitive bid regulations to $50,000 and stated that the sale of Certificates of Obligation will now require 30-days notice.

Mr. Turner spoke regarding SB3, the omnibus water bill, being favorable to the region as passed and SB792 pertaining to a moratorium for toll roads and provision of an exemption for SH121 which is in a competitive process. He spoke regarding legislation which raises issues about how 4a/4b entities might come to make a contribution for rail and bus service in their region and may provide an opportunity for contract services.

Mr. Turner spoke regarding HB2006 affecting eminent domain and including a more brokered process requiring the extension of a bonafide offer. He advised that it includes a ten-year provision for use of the property so that it may be reclaimed by the property owner at its original price regardless of any enhancements that may have occurred. Mr. Turner spoke regarding a possible veto of this measure.

Executive Director Glasscock spoke to SB1306 which excludes from the definition of a meeting under the Open Meetings Act occasions when the quorum of a governing body may attend a ceremonial event or press conference even though there may be City business discussed if it is incidental to the event. He spoke to legislation imposing new and increased court fees, HB1471 related to the potential liability that may be imposed on a City requesting mutual aid and a bill increasing penalties related to the burglary of motor vehicles. Mr. Glasscock spoke to the Comprehensive Homeland Security Bill and concerns that the City may not be reimbursed in the case of an evacuation without a presidential declaration. He spoke regarding bills related to red light cameras and provisions including the formation of a citizens committee, fifty-percent of the revenue going to the state trauma fund, and reporting requirements.

Mr. Turner responded to Council Member Johnson regarding increasing sales tax with citizen approval. He spoke to the current 8¼% cap on sales tax, issues of placing a greater burden on tax payers and the uncertainty of future sales tax revenues. Mr. Turner responded to Council Member Ellerbe regarding the number of municipalities participating in 4a/4b programs. He spoke regarding these cities utilizing special contract services for transit purposes which raises questions about equity and how it may be impacting the ridership internal to the system. Mr. Turner spoke to there being no "junior" memberships wherein cities would pay differing amounts and receive different levels of service and still be voting members of DART. He stated that it would be doubtful that any 4a/4b jurisdictions would exercise the option to give up their status as such and join DART because they may have multi-year commitments and bonded debt. He spoke to the length of time necessary to provide extensions of service due to existing obligations in the plan. The Council thanked Staff for their efforts.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

City Secretary Zucco advised that Council Member Stahel would be stepping down on Consent Agenda Item "E," CSP No. 2006-105-C for Event Log Management Software Application to dataReference, Inc. due to a possible conflict of interest.

Council Member Dunlap advised that due to a possible conflict of interest he would be stepping down from consideration of Regular Agenda Item "1," Public Hearing and consideration of an ordinance as requested in Zoning Case 2007-10.

Council Reports

Mayor Evans spoke to her attendance at a Storm Debris Appreciation Luncheon and the great effort by Staff in cleaning the City following recent consecutive storms.

Discussion and Direction Regarding Flagpole Regulations

Director of Planning Jarrell spoke to prior Council discussion regarding regulations related to flagpoles and direction to Staff to bring back wording that would provide the Council sole authority to approve those taller than 50-feet in height. She spoke to the Council's interest in setback requirements near residential areas and advised that Staff recommends using the same setbacks that currently apply to cellular antennas. The Council concurred to direct Staff to move forward to the Planning and Zoning Commission with recommended amendments to the Zoning Ordinance and Code of Ordinances.

Council Member Dunlap spoke to discussion held at a recent NLC Information and Technology Committee meeting regarding broadband deployment and the City's perspective that the federal government not necessarily get involved as things are being addressed on a local level. He spoke in favor of the use of technology in elections, but addressed the difficulty in applying it and retaining records. Mr. Dunlap spoke to promoting Plano as a host for next year's steering committee.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting directly into the Regular Meeting at 7:01 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

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PLANO CITY COUNCIL
June 11, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
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
Diane Zucco, City Secretary

Mayor Evans convened the Council directly into the Regular Session from the Preliminary Open Meeting on Monday, June 11, 2007, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Edlen Cowley, Associate Pastor of St. Andrew United Methodist Church.

The Pledge of Allegiance was led by Plano Police Explorer Post 911.

Mayor Evans presented recognition to Mike Ryan, Chief Purchasing Officer for 30 Years of Service to the City of Plano and made presentation of the 2006 Achievement of Excellence in Libraries Award by the Texas Municipal Library Director's Association. She further recognized the Plano West Senior High School Lady Wolves Soccer Team for winning the State Championship

COMMENTS OF PUBLIC INTEREST

Gerald Weygant, citizen of the City, stated concerns regarding upcoming zoning cases requesting changes from Single-Family 7 to Specific Use Permits for Day Care Centers. He spoke to these changes allowing the Plano Independent School District the opportunity to operate a private enterprise, being an unfair use of tax dollars, and a reversal of the Comprehensive Plan. Mr. Weygant spoke to the lack of identification of trees in the area, the lack of proper sign notification and to dismissal of Commission members.

Jack Lagos, citizen of the City, requested the Council place an item on an agenda regarding the Arts of Collin County funding and spoke regarding the lack of a groundbreaking and monthly penalties incurred since the project is not on schedule.

BOARD AND COMMISSION REPORT

Plano Transition and Revitalization Commission Chair Russ Kissick provided a brief history of the board and advised the Council regarding adoption of the Urban Centers Study, work with the Parks and Recreation Department to provide input on the Chisholm Trail Master Plan as it relates to the Collin Creek Corridor, and the Workforce Housing Study. He spoke to participation in the development of an employer assisted housing program, development of a Design Book to provide ideas for the renovation of older homes and efforts to find a partner for this endeavor, implementation of the rental inspection program and annual review and recommendations regarding the Plano at Maturity Report. The Council thanked the board and Staff for their efforts.

CONSENT AGENDA

Upon the request of Council Member Stahel, Consent Agenda Item "E" was removed for individual consideration due to a possible conflict of interest.

Council Member Dunlap advised that he would be stepping down on Regular Agenda Item "1" due to a possible conflict of interest.

Citizens Sonja Hammar and Jack Lagos requested that Consent Agenda Item "Q" be removed for individual consideration.

Citizen Sonja Hammar requested that Consent Agenda Item "X" be removed for individual consideration.

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

Approval of Minutes [Consent Agenda Item (A)]

May 24, 2007
May 29, 2007

Approval of Expenditures

Rejection of Bid No. 2007-129-B for Parker Road Elevated Storage Tank Repaint. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. 2007-151-B for the Hayfield Drive, Thunderbird Lane, Morton Vale Road, and Cloverhaven Way Reconstruction Project to RKM Utility Services Inc. in the amount of $986,875. This project consists of reconstruction of four residential type streets totaling approximately 10,900 square yards of 6" concrete street pavement. [Consent Agenda Item (C)] (See Exhibit "B")

Bid No. 2007-144-B for Dallas North Trunk Sewer Main Rehabilitation – Phase II to Insituform Technologies, Inc., in the amount of $1,043,160. This project consists of rehabilitation of approximately 5,500 feet of 15 to 36-inch sanitary sewer along Prairie Creek from south of Plano Parkway to the George Bush Turnpike Service Road and along the George Bush Turnpike Service Road from west of Custer Road to east of Independence Parkway. [Consent Agenda Item (D)] (See Exhibit "C")

RFP No. 2007-118-C for an annual fixed price contract for Professional Services: Audit Services to Grant Thornton LLP in the estimated annual amount of $110,750. This will establish an annual contract with four City optional one-year renewals. [Consent Agenda Item (F)] (See Exhibit "D")

CSP No. 2007-136-C for NetMotion Enterprise License and Services to Scientel Wireless, LLC, in the estimated amount of $181,448. This will establish an annual fixed price contract, with three optional one-year renewals. [Consent Agenda Item (G)] (See Exhibit "E")

Bid No. 2007-111-C for new Tires to Gray's Wholesale, Southern Tire Mart, and Blagg Tire & Service in the estimated annual amount of $243,971. This item establishes an annual contract with three optional renewals. [Consent Agenda Item (H)] (See Exhibit "F")

Bid No. 2007-133-C for Batteries - Automobile/Truck/Marine (2) to IBS Dallas and Park Cities Ford in the estimated annual amount of $27,416. This will establish an annual fixed price contract with three optional renewals. [Consent Agenda Item (I)] (See Exhibit "G")

Bid No. 2007-134-C for Vertical Transportation Maintenance to Texas Independent Elevator Co., LLC., in the estimated annual amount of $26,000. This will establish an annual fixed price contract, with three optional one-year renewals. [Consent Agenda Item (J)] (See Exhibit "H")

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

To approve the purchase of a telecommunication system for the Tom Muehlenbeck Recreation Center from Affiliated Communications in the amount of $53,053 through an existing City of Plano Contract #2002-100-C and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (K)]

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To approve the purchase and installation of a Nortel Succession Voice System (VOIP) at the Plano Centre in the amount of $50,239 through an existing contract with Affiliated Communications, and authorizing the City Manager to execute all necessary documents. (2002-100-C) [Consent Agenda Item (L)]

To approve the purchase of material testing services for the Wyatt North Addition Paving and Water project in the amount of $28,545 from GME Consulting Services, Inc., through an existing contract/agreement, and authorizing the City Manager to execute all necessary documents. (Contract # 2006-243-D) [Consent Agenda Item (M)]

To approve the purchase of mounting hardware and installation services for the MDC/DVR Project in the amount of $125,260 from Integrian, Inc. through an existing contract/agreement with the City of Dallas, and authorizing the City Manager to execute all necessary documents. (Contract# 2006-1264) [Consent Agenda Item (N)]

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

To approve an engineering contract by and between the City of Plano and TRC Engineers, Inc., for the widening of Ridgeview Drive - Independence Parkway to Coit Road in the amount of $126,105 and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (O)]

Approval of Agreement

To approve the terms and conditions of a Public Road Crossing License Agreement between Dallas Area Rapid Transit and the City of Plano for an existing public road for Parker Road, and authorizing the City Manager to execute such agreement. [Consent Agenda Item (P)]

Adoption of Resolutions

Resolution No. 2007-6-1(R): To approve the settlement of the lawsuit styled Saadi Darvish and Minou Darvish V. City of Plano and Planning & Zoning Commission, Cause No. 4:07CV105, United States District Court for the Eastern District of Texas, Sherman Division; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2007-6-2(R): To approve the purchase of ErgoPower Dispatch Console Furniture, from XYBIX Systems, Inc.; a sole-source provider; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2007-6-3(R): To approve the purchase of SmartNet 800MHZ portable and mobile radios from Motorola Communications and Electronics Incorporated, a sole-source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2007-6-4(R): To authorize the purchase of specialized online database library materials for Plano Public Library System in the amount of $34,650 from *info*USA, a sole source supplier of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (U)]

Resolution No. 2007-6-5(R): To approve the terms and conditions of a quote by and between the City of Plano and Motorola, the sole source provider of Police Mobile Data Computers; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (V)]

Resolution No. 2007-6-6(R): To remove JPMorgan Chase Bank, N.A. as trustee of the City of Plano, Texas Retirement Security Trust and appoint Comerica Bank as Successor Trustee of the same effective as of July 2, 2007, and providing an effective date. [Consent Agenda Item (W)]

Adoption of Ordinances

Ordinance No. 2007-6-7: To grant a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at Plano East Senior High School, Plano, Texas, located at Los Rios Boulevard and Merriman Drive; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. [Consent Agenda Item (Y)]

Ordinance No. 2007-6-8: To grant a permit to MSM Investment Company Incorporated to drill a water well to supply irrigation needs at a vacant tract north of 6701 Glendenny Lane, Plano, Texas; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. [Consent Agenda Item (Z)]

END OF CONSENT

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

CSP No. 2006-105-C for Event Log Management Software Application to dataReference, Inc., in the estimated annual amount of $77,760. This will establish an annual fixed price contract, with four optional one-year renewals. [Consent Agenda Item (E)] (See Exhibit "I")

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, the Council voted 7-0 to approve CSP No. 2006-105-C for Event Log Management Software Application to dataReference, Inc., in the estimated annual amount of $77,760.

Resolution No. 2007-6-9(R): To approve an agreement by and between the cities of Allen, Frisco, and Plano to amend a provision of prior funding agreements related to the development of design documents for the Arts of Collin County Commission, Inc.; authorizing the City Manager to execute all documents in connection therewith; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2007-6-9(R) (cont'd)

Sonja Hammar, citizen of the City, spoke to the Arts of Collin County (ACC) Commission not filing an IRS 990 report and to the Council looking into their accountability. Jack Lagos, citizen of the City, spoke to the item being procedurally incorrect.

Council Member Stahel resumed his place at the bench.

Mr. Lagos spoke to the lack of a memo addressed to the cities and to this item not being approved by the ACC Board of Directors. City Attorney Wetherbee spoke to the agreement not being with the ACC, but rather between the participating cities. She spoke to the terms of the funding agreement remaining in place and this item extending the deadline for cities to receive credit for prior advanced funding.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, the Council voted 8-0 to approve an agreement by and between the cities of Allen, Frisco, and Plano to amend a provision of prior funding agreements related to the development of design documents for the Arts of Collin County Commission, Inc.; authorizing the City Manager to execute all documents in connection therewith; and providing an effective date; and further to adopt Resolution No. 2007-6-9(R).

Ordinance No. 2007-6-10: To repeal Article XI. International Relations Advisory Commission of Chapter 2. Administration of the Plano Code of Ordinances which established an International Relations Advisory Commission; adopting a new Article XI. Chapter 2 and creating the Plano Global Advisory Committee; providing a purpose therefore; providing for the appointment and terms of members; providing rules and guidelines under which the committee will function; and providing an effective date. [Consent Agenda Item (X)]

Sonja Hammar, citizen of the City, spoke to the new board as precedent setting with regard to its responsibilities, membership and goals and to international business recruitment being assigned to the Economic Development Board. She requested information regarding the appointment process, posting of agendas and minutes and whether meetings would be open to the public. Ms. Hammar spoke to the Council providing oversight of the committee and regarding appointment of the chair and vice chair by the Mayor.

City Attorney Wetherbee spoke to the residency requirement for boards as provided in the Charter. Mayor Evans advised that this board would go through the same process as others and to the possibility of subcommittees that could provide assistance, but would not be regular members of the board and possibly include individuals who may work or reside in the City.

Ms. Hammar spoke to the Mayor having oversight of the Chair and Executive Director Glasscock spoke to the proposed ordinance being styled after the International Relations Advisory Commission. Council Member Stahel spoke to the Council appointing the Chair for a one-year term with the board electing their vice chair and secretary. Mayor Evans advised that the application process and the posting of agendas and minutes would be done they are for current boards.

Ordinance No. 2007-6-10 (cont'd)

Upon a motion made by Council Member Ellerbe and seconded by Council Member Dunlap the Council voted 8-0 to repeal Article XI. International Relations Advisory Commission of Chapter 2. Administration of the Plano Code of Ordinances which established an International Relations Advisory Commission; adopting a new Article XI. Chapter 2 and creating the Plano Global Advisory Committee with revision to *Sec. 2.33. Officers to read: "A Chairperson shall be appointed by the City Council for a one-year (1) term;" and to remove reference to appointment of a Vice-chair or secretary*; providing a purpose therefore; providing for the appointment and terms of members; providing rules and guidelines under which the committee will function; and providing an effective date; and further to adopt Ordinance No. 2007-6-10 as revised.

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

Public Hearing and adoption of Ordinance No. 2007-6-11 as requested in Zoning Case 2007-10 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-65-Central Business-1, 168.1 ± acres located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive in the City of Plano, Collin County, Texas, as it pertains to loading docks adjacent to residential development; 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)]

Director of Planning Jarrell spoke to Legacy Town Center developing with a unique mix of residential and commercial and to the difficulty in finding an appropriate location for loading docks. She advised that this proposal would allow docks to be adjacent to or across the street from residential buildings, but would require them to be screened in a number of different ways. Ms. Jarrell advised that the Planning and Zoning Commission has recommended approval subject to the following: (Additions are italicized and underlined text, and deletions are strike-through text.)

<u>Specific Provisions of the Planned Development</u>

2. Residential Development Standards

    a. Standards relating to all residential development

        ii. No off-street loading docks shall be required for buildings containing residential uses. Off-street loading docks for nonresidential uses may not be located adjacent to or across a street or alley from buildings containing residential uses <u>*unless the loading dock is screened in accordance with the following:*</u>

Ordinance No. 2007-6-11 (cont'd)

- *Solid metal gates;*
- *Masonry screening walls (in accordance with Section 3.1000 Screening, Fence and Wall Regulations of the Zoning Ordinance);*
- *Overhead doors; or*
- *Any combination of the above.*

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

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, 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 amend Planned Development-65-Central Business-1, 168.1 ± acres located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive in the City of Plano, Collin County, Texas, as it pertains to loading docks adjacent to residential development as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-10; 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. 2007-6-11.

Council Member Dunlap resumed his place at the bench.

Resolution No. 2007-6-12(R): To approve the terms and conditions of an Option Contract by and between the City of Plano and RH 15th Condos One, Ltd.; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (2)]

Executive Director Turner presented Regular Agenda Items "2" and "3" concurrently and advised that they relate to the conveyance of land for the purpose of developing a pool and amenity center in conjunction with the development of 15th Street Village. He advised that one makes an alteration to the terms and conditions of agreement and provides for conveyance in three transactions due to a minor relocation of the pool and amenity center and the other is the contract conveying the acreage at the agreed-to price.

Steve Merani, representing RH 15th Condos One, Ltd. spoke to the design of the pool, recreation center and the second building.

Upon a motion made by Council Member Ellerbe and seconded by Council Member Stahel, the Council voted 8-0 to approve the terms and conditions of an Option Contract by and between the City of Plano and RH 15th Condos One, Ltd.; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-6-12(R).

Resolution No. 2007-6-13(R): To approve the terms and conditions of a Real Estate Contract by and between RH 15th Condos One, Ltd. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Stahel, the Council voted 8-0 to approve the terms and conditions of a Real Estate Contract by and between RH 15th Condos One, Ltd. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-6-13(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:06 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

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EXHIBIT "A" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	06/11/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director		6/4/07
Dept Signature:		City Manager		6/5/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5574	

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER - REJECTION OF BID

CAPTION

Rejection of Bids for Bid No. 2007-129-B for Parker Road Elevated Storage Tank Repaint.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	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

Staff recommends rejection of all bids.

The lowest bidder, N.G. Painting, L.P., at $952,200, is deemed as non-responsive for being unable to meet qualification requirements. The second vendor, Classic Protective Coatings, Inc., at $969,625, is also deemed to be non-responsive. Both bidders lacked QP1 Certification for Elevated Storage Coating Work. The third bid from TMI Coatings, Inc., for $997,700, is greater than staff estimated cost for this project. Staff is reevaluating different methods of repainting the tank to find the most economical method.

Engineers' estimate was $750,000.

The project consists of repainting the Parker Road Elevated Water Tank, both interior and exterior, along with minor ancillary safety and structural repairs.

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

a-25

0611-PkrElevTank(VH)

EXHIBIT "B" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	06/11/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director		6/5/07
Dept Signature:	Alan L Upchurch	City Manager		6/5/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5733	

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

CAPTION

Award of Bid for Bid No. 2007-151-B for the Hayfield Drive, Thunderbird Lane, Morton Vale, and Cloverhaven Way Reconstruction project to RKM Utility Services, Inc., in the amount of $986,874.75.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,688,646	4,649,000	4,310,000	**12,647,646**
Encumbered/Expended Amount	-3,688,646	-3,514,801	0	**-7,203,447**
This Item	0	-986,875	0	**-986,875**
BALANCE	**0**	**147,324**	**4,310,000**	**4,457,324**

FUND(S): STREET IMPROVEMENT CIP, WATER CIP, SEWER CIP & CAPITAL RESERVE

COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP, Water CIP, Sewer CIP and Capital Reserve for the Hayfield and Residential Street & Alley projects. This item, in the amount of $986,875, will be encumbered in the current balance and carry forward into the cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Street reconstruction relates to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid from RKM Utility Services, Inc., in the amount of $986,874.75, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is McMahon Contracting, L.P., in the amount of $1,047,318.27.

Engineers' estimate was $1,060,000.00.

The project consists of the reconstruction of four residential type streets totaling approximately 10,900 square yards. of 6" concrete street pavement.

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

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0611-RKM (DF)

REV 08/98

C-1

EXHIBIT "C" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	06/11/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/4/07
Dept Signature:		City Manager		6/6/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5792

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

CAPTION

Award of Bid for Bid No. 2007-144-B for Dallas North Trunk Sewer Main Rehabilitation – Phase II to Insituform Technologies, Inc., in the amount of $1,043,160.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,600,000	0	**1,600,000**
Encumbered/Expended Amount	0	-75,175	0	**-75,175**
This Item	0	-1,043,160	0	**-1,043,160**
BALANCE	**0**	**481,665**	**0**	**481,665**

FUND(S): SEWER CIP

COMMENTS: Funds are included in the Re-Estimated 2006-07 Sewer CIP. This item, in the amount of $1,043,160, will leave a current year balance of $481,665 for the Dallas North Trunk Sewer Main, Phase II project.

STRATEGIC PLAN GOAL: Sanitary sewer rehab design relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid of Insituform Technologies, Inc., in the amount of $1,043,160.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Wesco Infrastructure Technologies L.P., in the amount of $1,530,983.30.

Engineers' estimate was $1,680,000.00.

The project consists of the rehabilitation of approximately 5,500 feet of 15- to 36-inch sanitary sewer along Prairie Creek from south of Plano Parkway to the George Bush Turnpike Service Road and along the George Bush Turnpike Service Road from west of Custer Road to east of Independence Parkway.

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

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LS\AGENDA2007:0611DNTrunkPh2

d-1

EXHIBIT "D" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer	City Manager		6/5/07
Agenda Coordinator (include phone #):	January M. Cook X7376			

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

CAPTION

Award/Rejection of Bid/Proposal for RFP No. 2007-118-C for an annual fixed price contract for Professional Services: Audit Services to Grant Thornton LLP in the estimated annual amount of $110,750.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 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): GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made in the Accounting Department's FY 2007-08 approved budget appropriations. The estimated annual amount is $110,750.

STRATEGIC PLAN GOAL: Expenditures for Audit Services relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

(ANNUAL CONTRACT WITH RENEWALS)

Staff recommends proposal of Grant Thornton LLP in the estimated annual amount of $110,750 be accepted as the best proposal meeting specifications conditioned upon timely execution of any necessary contract documents. This will establish an annual contract with four City optional one year renewals for Professional Services: Audit Services in the estimated annual amount of $110,750 for the first year, and pricing in accordance with the fee schedule for each renewal period. Grant Thornton LLP will audit the City of Plano's financial statements for the fiscal year ending September 30, 2007, with renewal options to audit the City of Plano's financial statements for each of the four subsequent fiscal years.

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

a-28

REV 08/98

EXHIBIT "E" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		5/30/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 7549			

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

CAPTION

Award/Rejection of Bid/Proposal for CSP No 2007-136-C for NetMotion Enterprise License and Services to Scientel Wireless, LLC, in the estimated annual amount of $181,448.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	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): TECHNOLOGY IMPROVEMENTS (TAX NOTES)

COMMENTS: This item approves price quotes. Expenditures will be made in the Moto Mesh Network Wireless – Phase I project from the 2007 Tax Note Issuance within approved budget appropriations.

STRATEGIC PLAN GOAL: The wireless mesh network extension relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends proposal of Scientel Wireless, LLC, in the estimated annual amount of $181,448.00 be accepted as the best proposal meeting specifications for the purchase of NetMotion Enterprise License and Services, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	

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REV 08/98

EXHIBIT "F" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		6/28/07
Agenda Coordinator (include phone #):	Becky Johansen x4396			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-111-C for Tires-New to Gray's Wholesale, Southern Tire Mart and Blagg Tire & Service.

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: This item approves an annual contract with three (3) optional renewals. Staff recommended vendors are Gray's Wholesale Tire in the amount of $23,839.40, Southern Tire Mart in the amount of $209,552.05 and Blagg Tire & Service in the amount of $10,579.90. The estimated annual amount is $243,971.35. Funding for this item is included in the 2006-07 budget.

STRATEGIC PLAN GOAL: Purchasing of tires to maintain City vehicles relates to the Council goal of "Service Excellence".

SUMMARY OF ITEM

Staffs recommends bid of Gray's Wholesale Tire for items 1,2,3,5,6,8,9,10,17,26,33,35,36,37,38,39,40,41 and 43 in the estimated annual amount of $23,839.40, Southern Tire Mart for items 4,7,11,12,13,14,15,16,18,19,20,21,22,23,24,25,27,28,29,30,31,32,34,45 and 46 in the estimated annual amount of $209,552.05 and Blagg Tire & Service for items 42 and 44 in the estimated annual amount of $10,579.90 be accepted as the lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with three optional renewals in the total estimated annual amount of $243,971.35. The contract will be for purchase of Tires-New.

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EXHIBIT "G" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Mike Ryan	City Manager		5/31/07
Agenda Coordinator (include phone #):	Becky Johansen (4396)			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-133-C for Batteries - Automobile/Truck/Marine (2) to IBS Dallas and Park Cities Ford.

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: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is $27,416.00.

STATEGIC PLAN GOAL: Batteries relate to the City's goal of "Service Excellence."

Staff recommends bid of IBS Dallas for items 4,5,6,7 and 8 in the estimated annual amount of $16,915.68 and Park Cities Ford for item 1 in the estimated annual amount of $10,500.00 be accepted as the lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract document. Items 2 and 3 will not be awarded at this time. This will establish an annual fixed price contract with three (3) optional renewals in the estimated annual amount of $27,415.68. The contract will be for purchase of Batteries - Automobile/Truck/Marine.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Recap	

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REV 08/98

a-1

EXHIBIT "H" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer	City Manager		5/31/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 7549			

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

CAPTION

Award/Rejection of Bid/Proposal for Best Value Bid No 2007-134-C for Vertical Transportation Maintenance to Texas Independent Elevator Co., LLC., in the estimated annual amount of $26,000.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made in the Facilities Maintenance Department within approved budget appropriations. The estimated annual amount is $26,000.00

STRATEGIC PLAN GOAL: Vertical transportation maintenance relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends bid of Texas Independent Elevator Co., LLC, in the estimated annual amount of $26,000.00 be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the purchase of Vertical Transportation Maintenance.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	

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REV 08/98 J-1

EXHIBIT "I" TO 06/11/07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer	City Manager		6/1/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 7549			

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

CAPTION

Award/Rejection of Bid/Proposal for CSP No 2006-105-C for Event Log Management Software Application to dataReference, Inc., in the estimated annual amount of $77,760.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	400,000	0	**400,000**
Encumbered/Expended Amount	0	-304,700	0	**-304,700**
This Item	0	-77,760	0	**-77,760**
BALANCE	0	17,540	0	**17,540**

FUND(S): TECHNOLOGY SERVICES FUND (062). TECHNOLOGY IMPROVEMENTS FUND (029)

COMMENTS: Funds are included in the Technology Services and Technology Improvements Fund budgets for an event log management system. The balance of funds will be used for other items relating to the completion of this project.

STRATEGIC PLAN GOAL:. Expenditures for event management software relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends proposal of dataReference, Inc. in the estimated annual amount of $77,760.00 be accepted as the best proposal meeting specifications for the purchase of Event Log Management Software Application, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with four optional one-year renewals.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	

REV 08/98

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E-1

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	6-25-07	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):	**Glenna Hayes x 7539**			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2007-40-C for EMS MEDICAL SERVICES BILLING & COLLECTION SERVICES to Southwest General Services of Dallas LLC in the estimated amount of $336,000 (4.75% of net collections) for the initial two (2) year term.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

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

FUND(S):

Comments:

STRAGIC PLAN GOAL:

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of Southwest General Services of Dallas LLC in the estimated amount of $336,000 (4.75% of net Collections) for the initial two (2) year term be accepted as the best value bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed percentage contract, with two optional two-year renewals for the purchase of EMS MEDICAL SERVICES BILLING & COLLECTION SERVICES. 2007-40-C

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Recap; Combined Matrix	

CITY OF PLANO

BID NO. 2007-40-C
EMS MEDICAL SERVICES BILLING & COLLECTIONS SERVICE

BID RECAP – BEST VALUE

Bid opening Date/Time: March 26, 2007 @ 3:30 PM

Number of Vendors Notified: 504

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 12

Alexander Billing & Consulting Inc.

Alliance One Receivable Mgmt Specialists

Elibigility Services Inc. (ESI)

Emerigon LLC

Intermedix Technologies Inc.

Management Koncepts

National EMS Billing Inc.

NCO Financial Systems Inc.

NRS, Inc.
Professional Bureau of Collections Maryland, Inc.

Southwest Billing Services

Southwest General Services of Dallas LLC

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Southwest General Services of Dallas LLC 4.75% of Net Collections

Glenna Hayes

Glenna Hayes
Senior Buyer, A.P.P.

June 13, 2007

Date

B-2

2007-40-C
5/17/2007

EMS MEDICAL SERVICES BILLING & COLELCTION SERVICES

FINAL WEIGHTED SCORES and RANKINGS

RANKING:	SUBMITTING FIRM:	WEIGHTED SCORE
1	Southwest General Services	3.570
2	Alliance One Receivable Mgmt Specialists	3.467
3	Alexander Billing & Consulting Inc.	3.467
4	NCO Financial Systems Inc.	3.440
5	National EMS Billing Inc.	3.372
6	Emerigon LLC	3.198
7	Management Koncepts	3.165
8	NRS, Inc.	3.108
9	Intermedix Technologies Inc.	2.928
10	Elibigility Services Inc. (ESI)	2.908
11	Southwest Billing Services	2.865
12	Professional Bureau of Collections Maryland, Inc.	1.217

B-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		6/15/07
Agenda Coordinator (include phone #):	Sharron Mason, x7247			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-152-C for an annual fixed price contract for Professional Kitchen Personnel for Food Services at Plano Centre to SMB Services in the estimated annual amount of $25,000.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 06-07	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. THE ESTIMATED ANNUAL AMOUNT OF THE CONTRACT IS $25,000.00. EXPENDITURES ARE SUBJECT TO ANNUAL BUDGET APPROPRIATION.

STRATEGIC PLAN GOAL: FOOD SERVICE CONTRACTS RELATE TO THE CITY'S GOAL OF "SERVICE EXCELLENCE".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of SMB Services in the estimated annual amount of $25,000.00 be accepted as the best value bid considered upon timely execution of any necessary contract documents. This will establish a one (1) year contract with three (3) City optional one (1) year renewal for a Professional Kitchen Personnel for Food Service at Plano Centre.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memo, Bid Tab	

MEMO

TO: PURCHASING DEPARTMENT

FROM: JIM STROUP, PLANO CENTRE

DATE: MAY 11, 2007

RE: CONTRACT BID 2007-152-C

It is the recommendation of Plano Centre to award contract 2007-152-C Professional Kitchen Personnel for Food Service at Plano Centre to SMB Services in the amount of $25,000.00. SMB Services appears capable of meeting the requirements of the aforementioned RFP for Kitchen personnel.

Please review and begin the necessary steps for presentation to Council. Also attached, is the required **Financial Worksheet** along with a **Combine Matrix**. Should you need additional information, please let me know.

Attachments

C-2

CITY OF PLANO

BID NO. 2007-152-C

BEST VALUE BID FOR PROFESSIONAL KITCHEN PERSONNEL FOR FOOD SERVICE AT PLANO CENTRE

BID TABULATION

Bid opening Date/Time: May 31, 2007 @ 3:00 pm

	Total Weighted Score
SMB Services	3.8

VENDOR PRICING:

Hay Group	$25,000.00

C-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**06/25/07**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/19/07
Dept Signature:	Alan L Upchurch	City Manager		6/19/07
Agenda Coordinator (include phone #):	**Irene Pegues (7198)**			**Project No. 5705**

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

CAPTION

Award of Bid for Bid No. 2007-165-B for Russell Creek @ Hedgcoxe Sewer Line Rehab project to Redline Services, Inc., in the amount of $137,170.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	12,780	382,000	0	**394,780**
Encumbered/Expended Amount	-12,780	-10,720	0	**-23,500**
This Item	0	-137,170	0	**-137,170**
BALANCE	0	234,110	0	**234,110**

FUND(S): **SEWER CIP**

COMMENTS: Funds are included in the Re-Estimated 2006-07 Sewer CIP. This item, in the amount of $137,170, will leave a current year balance of $234,110 for the Russell Creek/Hedgcoxe Sewer Line Rehab project.

STRATEGIC PLAN GOAL: Sewer line rehab relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid of Redline Services, Inc., in the amount of $137,170.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Jim Bowman Construction Co., L.P., in the amount of $162,385.00.

Engineers' estimate was $120,000.00.

The project consists of the repainting of the 33-inch aerial sanitary sewer main crossing Russell Creek just south of Hedgcoxe Road. A wing wall on the box culvert will be rebuilt to protect the aerial crossing.

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

LS\AGENDA2007:0625RUSSELLCRK

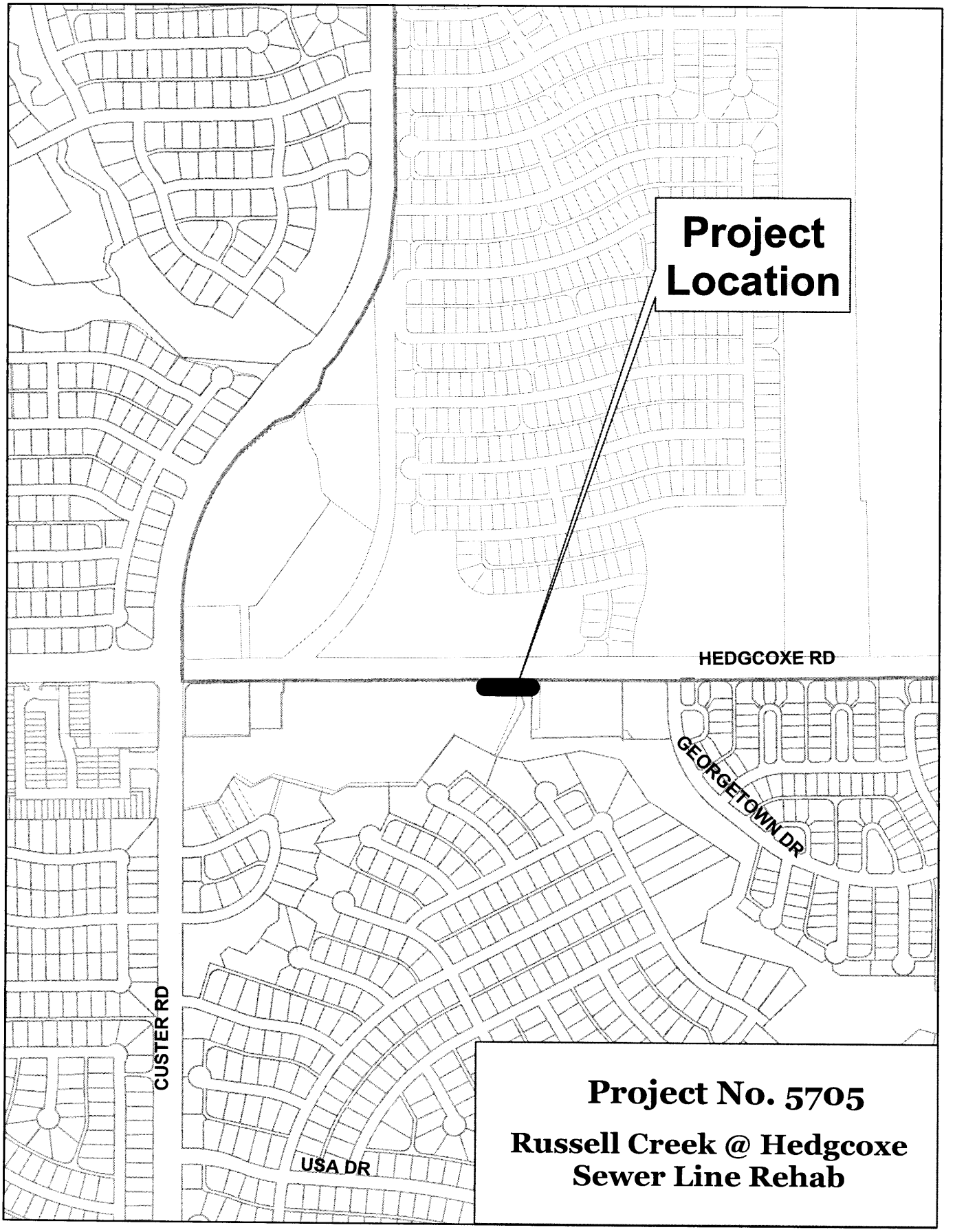
D-1

Bid Opening

CITY OF PLANO, TEXAS
Russell Creek @ Hedgcoxe Sewer Line Rehab
Project No. 5705

			Bid
1	Redline Services, Inc.	$	137,170.00
2	Jim Bowman Construction Co., L.P.	$	162,385.00

D-2



Project No. 5705

Russell Creek @ Hedgcoxe Sewer Line Rehab

D-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director		6/15/07
Dept Signature:		City Manager		6/15/07
Agenda Coordinator (include phone #):	**Irene Peques (7198)**	**Project No. 5634.1**		

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

CAPTION

Award of Bid for Bid No. 2007-148-B for the Erosion Control – Waasland Drive and Timothy Drive project to ARK Contracting Services, L.L.C., in the amount of $487,705.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	75,658	289,000	310,000	**674,658**
Encumbered/Expended Amount	-75,658	-74,498	0	**-150,156**
This Item	0	-487,705	0	**-487,705**
BALANCE	**0**	**-273,203**	**310,000**	**36,797**

FUND(S): **MUNICIPAL DRAINAGE CIP**

COMMENTS: Funds are included in the Re-Estimated 2006-07 Municipal Drainage CIP for the Erosion Control-Waasland Drive and Timothy Drive project. This item, in the amount of $487,705, will be encumbered in the current year and carry forward into the cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Erosion control structures relate to the City's Goal of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid of ARK Contracting Services, L.L.C., in the amount of $487,705.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Craig Olden, Inc., in the amount of $562,520.00. Only two bids were received.

Engineers' estimate was $460,000.00.

The project consists of construction of gabion erosion control structures in creek areas behind the following addresses:

1. 7612 Waasland Drive
2. 6705 Timothy Drive

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

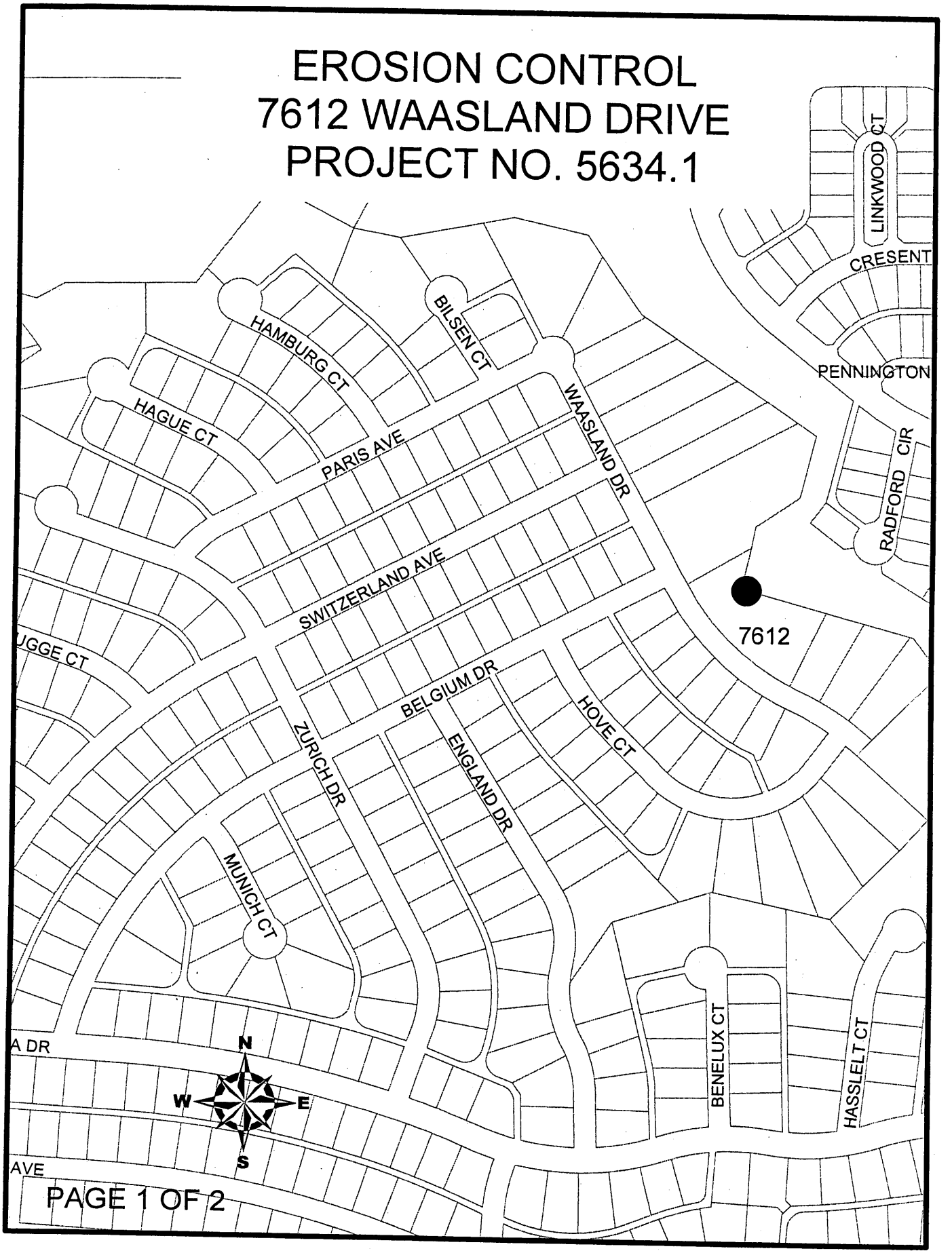
BID SUMMARY

EROSION CONTROL
WAASLAND DRIVE AND TIMOTHY DRIVE
PROJECT NO. 5634.1

BID RANK	BIDDER	BASE BID
1	ARK Contracting Services, LLC	$ 487,705.00
2	Craig Olden, Inc.	$ 562,520.00

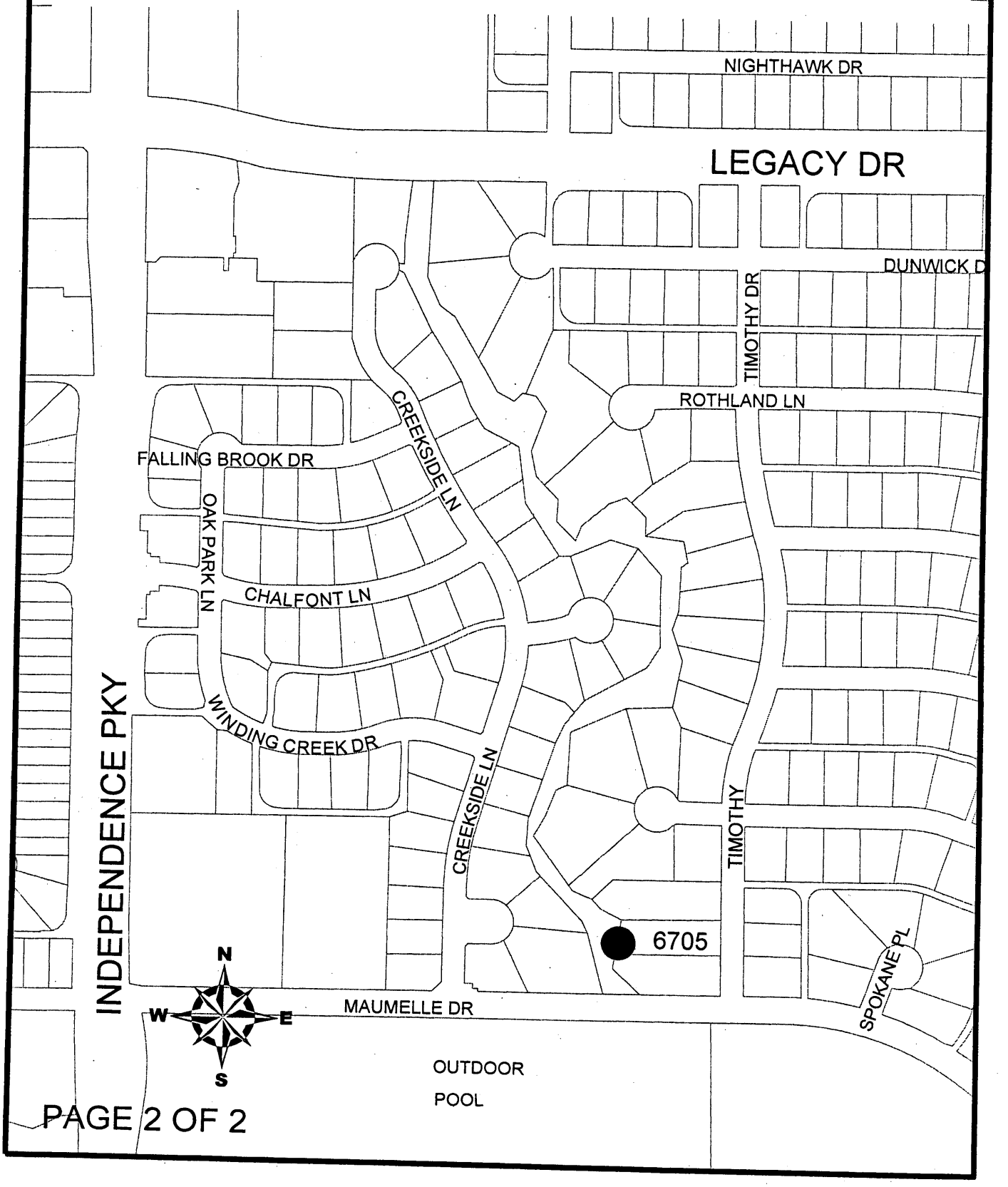
E-2

EROSION CONTROL
7612 WAASLAND DRIVE
PROJECT NO. 5634.1



E-3

EROSION CONTROL-6705 TIMOTHY DRIVE
PROJECT NO. 5634.1



PAGE 2 OF 2

E-4

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	06/25/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/19/07
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5160

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

CAPTION

Award of Bid for Bid No. 2007-166-B for Water Crossings No. 1 to Jim Bowman Construction Co., L.P., in the amount of $389,743.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,186	106,000	500,000	**607,186**
Encumbered/Expended Amount	-1,186	-29,112	0	**-30,298**
This Item	0	-389,743	0	**-389,743**
BALANCE	0	-312,855	500,000	**187,145**

FUND(S): WATER CIP

COMMENTS: Funds are included in the Re-Estimated 2006-07 Water CIP for the Water Crossings No. 1 project. This item, in the amount of $389,743, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Water line construction relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends the sole bid of Jim Bowman Construction Co., L.P., in the amount of $389,743.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The project was widely advertised. There were two additional plan holders who chose not to bid.

Engineers' estimate was $500,000.00.

The project consists of the construction of approximately 1,250 feet of water lines at the following locations:

1. 14th Street – East of Jupiter Road
2. Parker Road at Buckboard Drive
3. Alma Drive at Spicewood Drive
4. Spring Creek Parkway – East of Pleasant Valley Drive
5. Ranchero Road
6. Headquarters Drive at Dallas Parkway

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

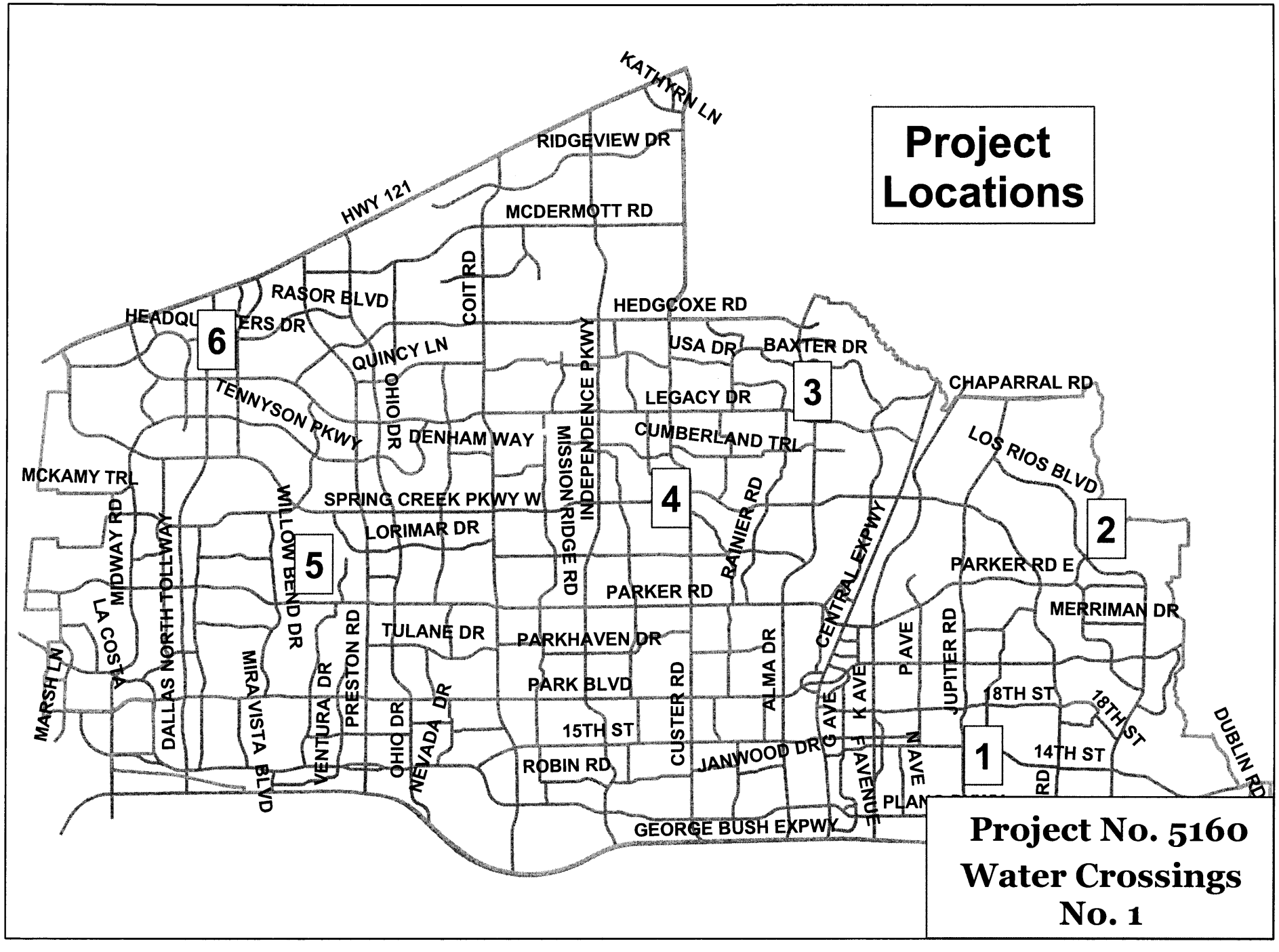
LS\AGENDA2007:0625WATERCROSSINGS1

Bid Opening

CITY OF PLANO, TEXAS
Water Crossings No. 1
Project No. 5160

	Bidder	Bid
1	Jim Bowman Construction Co., L.P.	$ 389,743.00

F-2



Project No. 5160
Water Crossings
No. 1

F3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6·15·07
Dept Signature:		City Manager		6/15/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

Award/rejection of Bid/Proposal for Bid No. 2007-123-B and Conditional Acceptance of lowest responsible Bid/Proposal for the Park Erosion Control Structures 2007 to ERWS, Inc. in the amount of $589,000.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	14,616	1,076,000	500,000	**1,590,616**
Encumbered/Expended Amount	-14,616	-95,606	0	**-110,222**
This Item	0	-589,000	0	**-589,000**
BALANCE	0	391,394	500,000	**891,394**

FUND(S): **MUNICIPAL DRAINAGE CIP**

COMMENTS: Funds are included in the re-estimated 2006-07 Municipal Drainage CIP. This item, in the amount of $589,000, will leave a current year balance of $391,394 for the Creek Erosion project.

STRATEGIC PLAN GOAL: Erosion control structures relate to the City's Goal of "Livable and Sustainable Community."

SUMMARY OF ITEM

Staff recommends that the bid received from ERWS, Inc. in the amount of $589,000 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary documents.

The bid, in the amount of $589,000, is for construction of gabion earth retention rock baskets and miscellaneous erosion control devices. The bid of $589,000 is below the consultant's estimate of $600,000 and is below the project budget of $625,000.

References of ERWS, Inc. report good results and timely delivery of completed projects. In addition, the consultant Walter P. Moore also has provided a positive recommendation.

The base bid in the amount of $419,000 is for miscellaneous erosion control structures. Alternate 1 is for the installation of sandstone stone veneer over the rock gabion baskets. The bid of $589,000 includes the base bid plus Alternate 1.

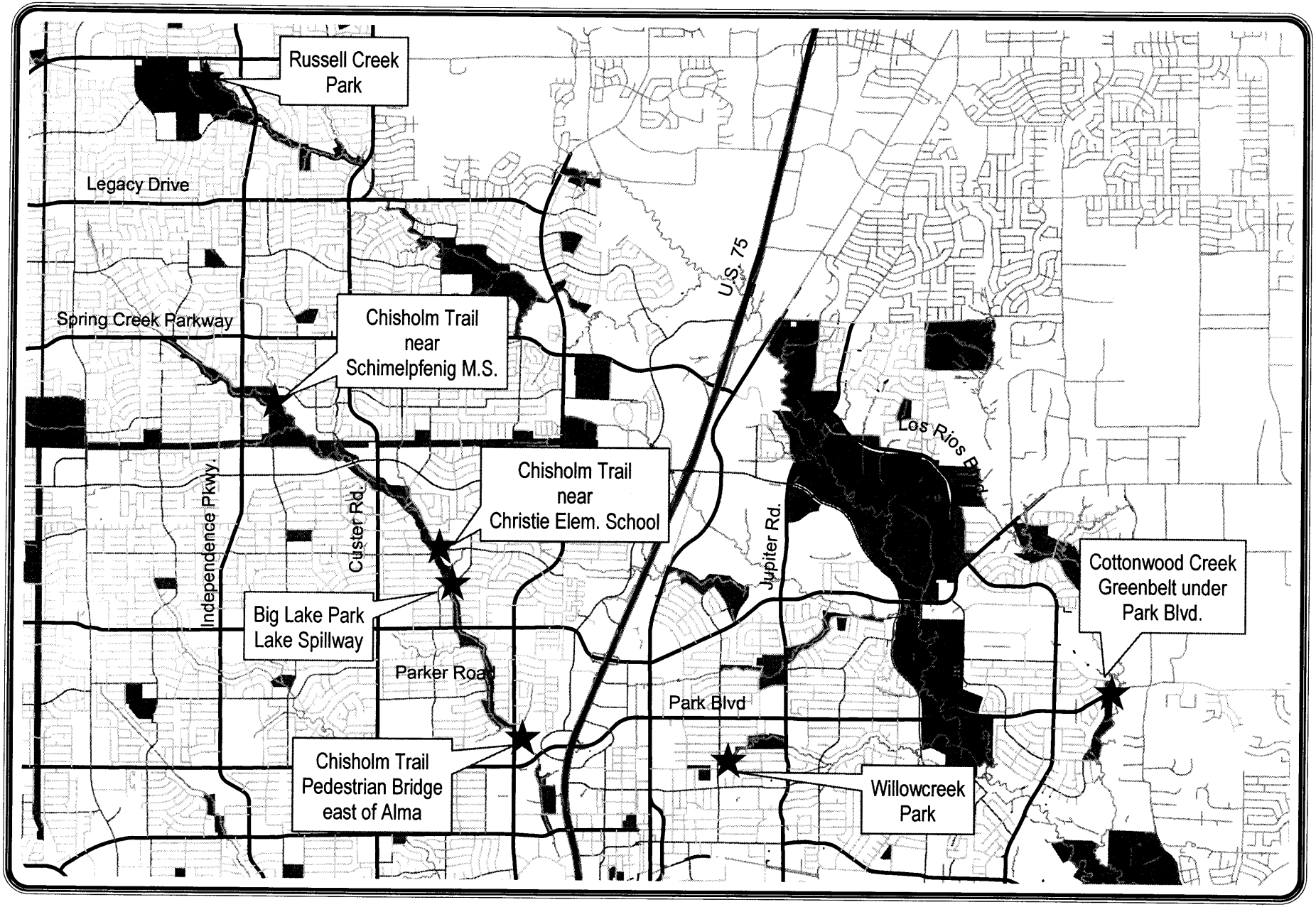
In the event the low bidder cannot execute contract documents, staff recommends that the project be re-bid.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Bid Tabulation	Other Departments, Boards, Commissions or Agencies

G-2

REV 08/98



Park Erosion Control Structures - 2007

Parks & Recreation Department
Park Planning

G-3

CITY OF PLANO
BID TABULATION
2007-123-B
PARK EROSION CONTROL STRUCTURE 2007
PROJECT NO. 5710
Thursday, May 3, 2007 @ 3:00 PM (CDT)

CONTRACTOR	BID BOND	TOTAL BID	Alt. 1	Alt. 2	Alt. 3	Alt. 4
Ark Contracting Services, Inc.	Yes	$895,150	$89,000	$162,000	$194,000	$224,000
ERWS	Yes	$419,000	$170,000	$40,000	$56,000	$72,500
Craig Olden, Inc.	Yes	$701,400	$55,000	$108,000	$135,000	$161,000

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

Sharron Mason — *May 3, 2007*

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan D. Upchurch	Executive Director		6/18/07
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	**Irene Pegues (7198)**			

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

CAPTION

Award of Bid for Bid No. 2007-153-B for renovating portions of Haggard and Harrington Libraries to Concord Commercial Services, Inc., in the amount of $463,271.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	96,160	1,797,000	0	**1,893,160**
Encumbered/Expended Amount	-96,160	-167,074	0	**-263,234**
This Item	0	-463,271	0	**-463,271**
BALANCE	0	1,166,655	0	**1,166,655**

FUND(S): LIBRARY FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Library Facilities CIP. This item, in the amount of $463,271, will leave a current year balance of $1,166,655 for the Library Improvements project.

STRATEGIC PLAN GOAL: Library improvements relate to the City's Goal of Premier City in which to live.

SUMMARY OF ITEM

Staff recommends bid from Concord Commercial Services, Inc., in the amount of $463,271.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second bid being recommended is KC Construction Services, Inc., in the amount of $497,124.00.

Budget estimate was $706,000.00.

The project consists of renovating portions of Haggard Library basement for a Genealogy Department being relocated from Harrington Library. Lobby and vacated areas at Harrington Library will be renovated.

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

LS\AGENDA2007:0625Haggard-Harrington

H-1

H-2

CITY OF PLANO
BID TABULATION
2007-153-B
W.O. HAGGARD , GLADYS HARRINGTON LIBRARY RENOVATION – PROJECT NO. 5728
JUNE 15, 2007 @ 3:00 P.M.
BID TABULATION

BIDDER:	BID BOND	ADD ACK	BASE BID AMOUNT	ADD ALTERNATE AMOUNT
CONCORD COMMERCIAL SERVICES, INC.	**YES**	**YES**	**$442,166.00**	**$21,105.00**
KC CONSTRUCTION SERVICES, INC.	YES	YES	$486,924.00	$10,200.00
BIG SKY CONSTRUCTION CO., INC.	YES	YES	$549,980.00	$15,925.00
PIAZZA CONSTRUCTION LTD	YES	YES	$574,000.00	$16,800.00
HCE CONSTRUCTION, INC.	YES	YES	$589,800.00	$16,500.00
ALSHALL CONSTRUCTION CO.	YES	YES	$760,786.00	$13,540.00

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

Dianna Wike JUNE 15, 2007

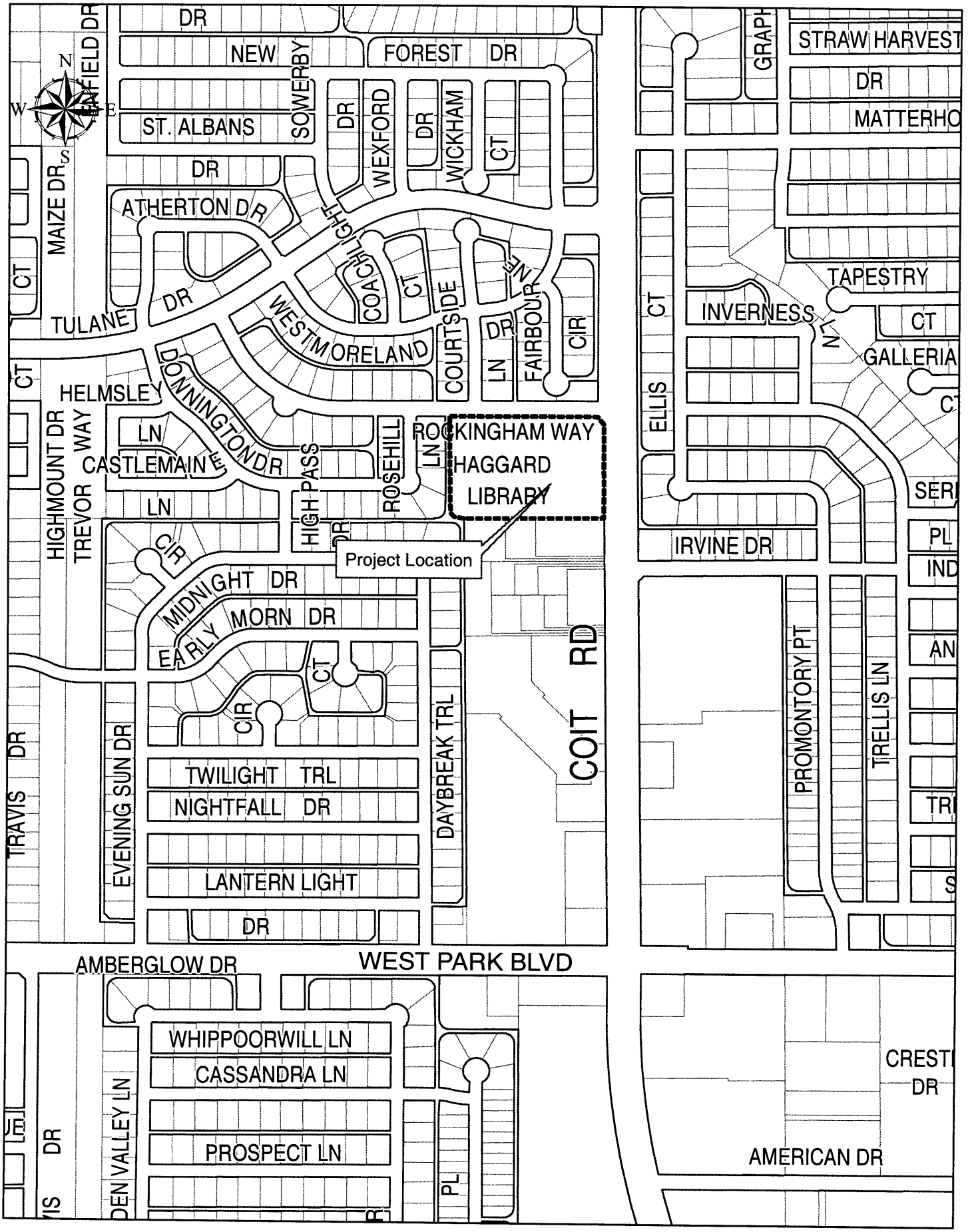
Dianna Wike, Buyer Date

"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

HAGGARD LIBRARY

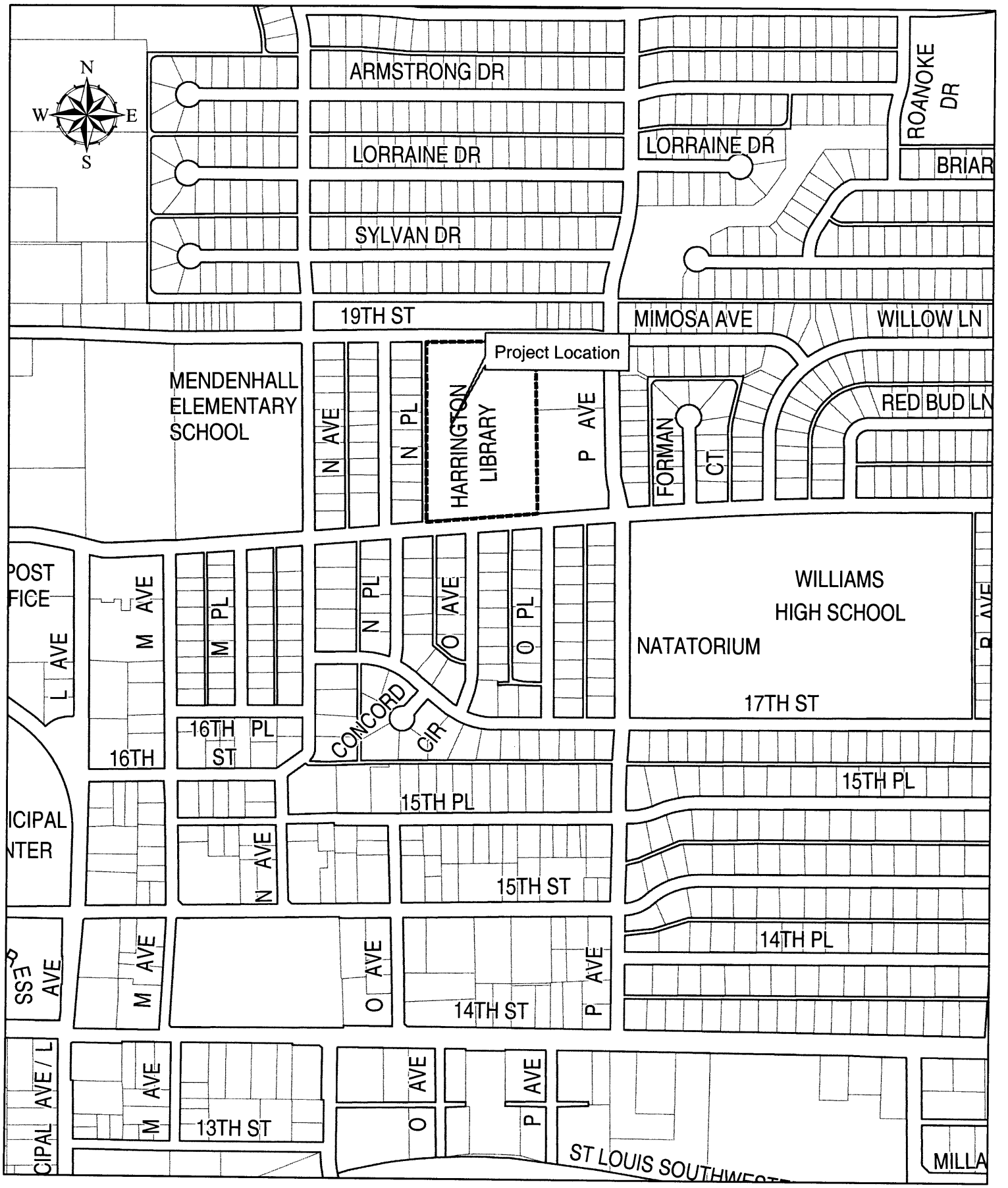


LOCATION MAP

06/15/07

H-3

HARRINGTON LIBRARY



H-4

LOCATION MAP

06/15/07

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal WS	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/15/07
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

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

CAPTION

To authorize the design and construction of the Plano Police Academy Gun Range, in the amount of $2,783,000.00, from Centennial Contractors Enterprises, Inc., through a Texas Cooperative Purchasing Network contract; and authorizing the City Manager or his designee to execute all necessary documents (TCPN Contract No. R4538).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	589,161	2,905,000	0	**3,494,161**
Encumbered/Expended Amount	-589,161	-110,025	0	**-699,186**
This Item	0	-2,783,000	0	**-2,783,000**
BALANCE	0	11,975	0	**11,975**

FUND(S): POLICE & COURT FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Police and Court Facilities CIP. This item, in the amount of $2,783,000, will leave a current year balance of $11,975 for the Police Academy Expansion project.

STRATEGIC PLAN GOAL: Design and construction of a gun range for the Police Academy relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

The design and construction of the Plano Police Academy Gun Range will be provided by Centennial Contractors Enterprises, Inc., who will provide all material, labor and equipment necessary to complete the following items of work: site work, concrete, masonry, structural steel, demolition, roofing, fencing, drywall, flooring, painting, doors, fire protection, plumbing, electrical, and gun range equipment.

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. (Cooperative Entities Contract No. R4538)

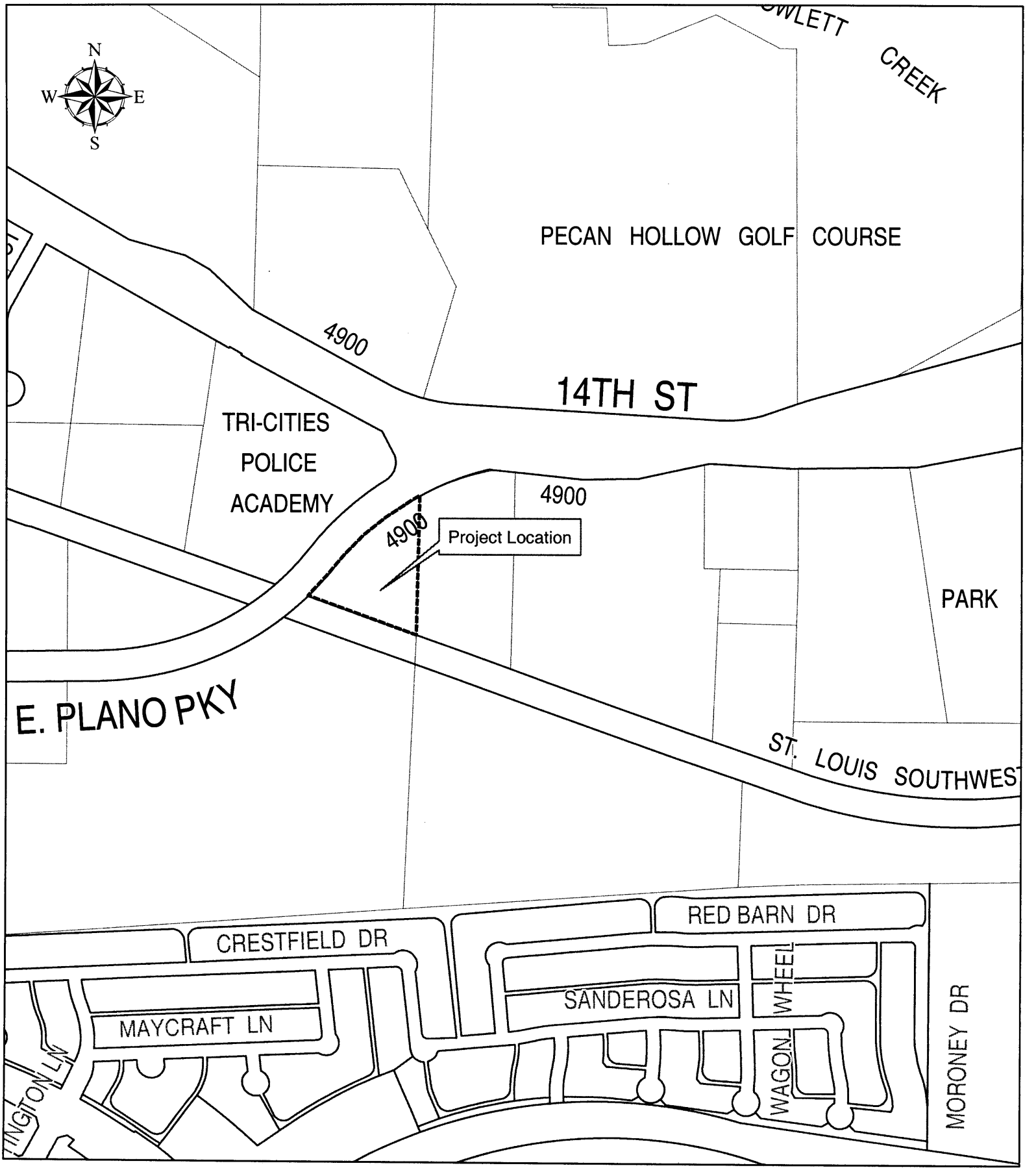
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	N/A
Proposal - Centennial Contractors Enterprises, Inc.	

LS\AGENDA2007:0625GunRange

THE COMPLETE PROPOSAL FROM CENTENNIAL CONTRACTORS ENTERPRISES, INC., CAN BE VIEWED IN THE ENGINEERING DEPARTMENT.

I-2

PLANO POLICE ACADEMY GUN RANGE



LOCATION MAP

I-3 06/15/07

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Mike R	City Manager		6/18/07
Agenda Coordinator (include phone #):	Sharron Mason, Ext. 7247			

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

CAPTION

Approval of the purchase of an Alarm and Camera System for the Tom Muehlenbeck Recreation Center in the amount of $138,246.33. The contract numbers for this bid will include: TEMSCO Solutions, Inc. - (TXMAS-5-840170), Northern Access Control - (TXMAS-246-35(1), and Honeywell CCTV System - (TXMAS-246-42-1) through an existing contract/agreement with Texas Multiple Award Schedule-TXMAS, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,435,418	15,210,582	0	21,646,000
Encumbered/Expended Amount	6,435,418	-14,241,828	0	-20,677,246
This Item	0	-138,246	0	-138,246
BALANCE	0	830,508	0	830,508

FUND(S): GENERAL

COMMENTS: Funds are included in the Re-Estimated 2006-07 Center Facilities CIP. This item, in the amount of $138,246, will leave a current year balance of $830,508 for the Tom Muehlenbeck Center project..

STRATEGIC PLAN GOAL: Purchase of alarm and camera systems for recreation centers relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".

SUMMARY OF ITEM

The Recreation Division staff recommends Council approve expenditure of an alarm and camera system for the Tom Muehlenbeck Recreation Center totaling $138,246.33 from existing contracts as follows: TEMSCO Solutions, Inc. - (TXMAS-5-840170), Northern Access Control - (TXMAS-246-35(1), and Honeywell CCTV System - (TXMAS-246-42-1). The City is authorized to purchase from the State contract list pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State law requiring local government to seek competitive bids for item(s).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memos and Sales Quotes	

Tom Muehlenbeck Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: June 15, 2007

Re: Recommendation for Purchase of an Alarm & Camera System

I have reviewed options to provide an alarm & camera system for The Tom Muehlenbeck Center. I am recommending we award this purchase to TEMSCO Solutions, Inc. in the amount of $138,246.33. Funds are available for this purchase from cost center 32-23405. TEMSCO Solutions, Inc. is currently on contract thru The Texas Multiple Award Schedule (TXMAS). The contract numbers for this bid will include: TEMSCO Solutions, Inc. - TXMAS #5-840170; Northern Access Control – TXMAS #246-35(1) & Honeywell CCTV System – TXMAS #246-42-1.

Please reference The TEMSCO Solutions, Inc proposal for The Tom Muehlenbeck Center dated June 8, 2007.

J-2

TEMSCO SOLUTIONS, INC.

Is pleased to present this

TXMAS # 5-840170
TXMAS # 246-35(1) Northern Access Control
TXMAS # 246-42-1 Honeywell CCTV System
Proposal for
City of Plano
Tom Muehlenbeck Center
Plano, Texas

To

Mr. Bruce Shaulis
Ms. Jana Glass
City of Plano
Complex Supervisor
5801 W. Parker Rd.
Plano, Texas

Presented by

Jori Herr
Sr. Account Executive
TEMSCO Solutions, Inc.
107 Hillside Drive
Lewisville, Texas 75057
469.635.5100

Proposal date

June 8, 2007

Terms and Conditions of This Proposal

This proposal is valid for 45 days from date of the proposal listed on this page. The information contained in this proposal is confidential between TEMSCO Solutions and said company. Any distribution or duplication of this document must be approved by TEMSCO Solutions.

J3

June 15, 2007

Mr. Bruce Shaulis
Ms. Jana Glass
Tom Muehlenbeck Center

Re: Proposal for TXMAS Security

Dear Mr. Shaulis/Ms. Glass:

We would like to thank you for this opportunity to present our proposal and to become your electronic security management technology partner. TEMSCO Solutions has the expertise and personnel to develop the Security system you require for City of Plano Tom Muehlenbeck Center, from consultation to long-term service and programs with everything in between including installation and ongoing training.

It has been a pleasure working with you and your staff in reviewing the Tom Muehlenbeck Center's security needs. This proposal is intended to meet your current needs while positioning your company for future growth.

We feel confident that TEMSCO Solutions is the best choice as your partner for electronic security as well as energy management. If you have any questions about this proposal please give me a call and I will be available to provide you with the information you need.

Sincerely,

Jori Herr
Sr. Sales Executive
TEMSCO Solutions, Inc.
www.temsco.com
469.635.5100 (office)
469.635.5141 (fax)
jori@temsco.com

TXMAS SECURITY SYSTEM
Proposal for
CITY OF PLANO RECREATION CENTER
Plano, TEXAS

COMPANY OVERVIEW

TEMSCO Solution, with our national headquarters in Lewisville, Texas, is recognized as a true leader in converging energy management and electronic security systems into a dynamic, leading edge integrator that maintains an excellent reputation for keeping our clients off the "cutting edge" of technology. Our systems have a well documented track record for ease of use and cost savings for our clients who see the vision of a truly converged systems application.

Our **building automation systems** are based on the use of intelligent ("smart") electronic controllers which can control and monitor many digital and analog functions in environmental control (HVAC), lighting and various security systems. They contain microprocessors capable of handling many separate control functions simultaneously. These controllers can be programmed to operate in "stand-alone" fashion to operate individual machines or functions of a system. Or, they can be monitored and commanded by a computer in a supervised or distributed control scheme. The integration of the distributed control or packaged system is TEMSCO Solutions' strength.

TEMSCO Solutions' staff of sales, engineering, and production personnel represents a **vast amount of knowledge in Security and Electronics products, HVAC, and Lighting** gained through many years of collective experience, education, and continuous product research. Our years of experience in systems integration bring a myriad of solutions to problems encountered in the real world of building control and protection. Today's rising costs of energy, heightened security needs and increasing intricacy of building systems dictate the use of effective but complex control schemes and strategies. To meet this challenge, **TEMSCO Solutions has developed products and systems that are specifically designed for each customer's needs.**

TEMSCO Solutions' projects are produced on a **team basis**. The project team is organized to meet the client's project requirements, schedule and budget. When close coordination between, architects, consultants, and a contractor is required, we have the experience to operate within those parameters. We work closely to incorporate the necessary technical engineering and the "human" needs for excellent project results.

Currently TEMSCO Solutions has systems installed in airports, hangers, department stores, manufacturing and distribution facilities, office buildings, hospitals, hotels, universities, and commercial industrial properties around the country. Every installation is uniquely designed to interface with the owner's existing facilities and operating requirements, resulting in **high reliability and ease of maintenance**

TEMSCO SOLUTIONS' TEAM APPROACH PHILOSPHY

TEMSCO Solutions projects are produced on a team basis. With a project manager as director, the project team is organized to meet the client's project requirements, schedule, and budget.

Each division of TEMSCO Solutions understands the primary purpose and needs of their respective clients. Our involvement in technical system operations keeps us aware of the needs and current trends within the industry.

Our engineering is completely computerized, providing state-of-the-art technology in the documentation of all phases of project development.

Complete assembly, testing, and documentation of systems before delivery to the job site provide the first step towards project quality control. At the job-site, proper wiring, cable marking and installation procedures meeting the National Electrical Code and local code requirements assure quality installations

During the final stage of construction we provide three levels of quality assurance: preliminary testing and observations, component testing with written documentation, and final adjustment/operational testing for maximum performance.

The final, and often most important, phase of a project is the project close-out documentation and training of the client's personnel. TEMSCO Solutions provides the client with extensive project documentation, maintenance services and training to ensure that the complete capabilities of the system are fully utilized.

This commitment clearly reflects a dedication to electronic systems excellence as well as an individualized client-oriented approach toward each project. This coupled with rigid control standards for budget and time constraints have allowed TEMSCO Solutions to build an enviable reputation for on-time and on-budget completion of projects.

SCOPE OF WORK

TEMSCO Solutions is please to present the following scope of work for your review and consideration.

TXMAS #246-35(1) "NOT TO EXCEED" FURNISH AND INSTALL A NORTHERN ACCESS CONTROL SYSTEM THAT WILL BE NETWORKED BACK TO THE HOST WITH A WORKSTATION ON SITE. (COMPUTER PROVIDED BY OTHERS). THIS WILL CONSIST OF A 4 DOOR ACCESS CONTROLLED SYSTEM WITH INTRUSION DOOR CONTACTS ON ALL EXTERIOR DOORS AND DOOR STSTUS ON THE ACCESS DOORS FOR A TOTAL OF 46 DOOR CONTACTS. THIS SYSTEM WILL ALLOW FOR ALARM GRAPHIC MAPPING. TEMSCO WILL COORDINATE WITH THE CITY OF PLANO'S CURRENT MONITORING COMPANY FOR THE MONITORING OF THE INTRUSION SYSTEM. TXMAS #242-42-1 "NOT TO EXCEED" FURNISH AND INSTALL A HONEYWELL DIGITAL RECORDING SYSTEM. THIS WILL CONSIST OF 3 DVR'S W500GB, 17 DAY/NIGHT EXTERIOR BULLET CAMERAS AND 31 INDOOR MINI DOME COLOR CAMERAS, ALL WITH AUTO IRIS AND VARIFOCAL LENSES. ALL CAMERAS WILL BE VANDAL RESISTANT. A 42" FLAT SCREEN MONITOR WILL BE INSTALL AT THE RECEPTIONIST AREA FOR VIEWING.

BILL OF MATERIALS AND PRICING

TEMSCO Solutions is pleased to present the above referenced systems for your review and consideration. Our price of $138,246.33 represents equipment, labor to install and all training, system setup and system optimization. This price does not include applicable sales tax.

Description	Part Number	QTY	Unit Price	Total Material Sale Price
WINPAK Se 5 User	HW-WPSEU5	1	$ 1,417.00	$ 1,417.00
Northern 4 Door Panel	HAS-N-1000-IV	1	$ 1,623.36	$ 1,623.36
HW-RS232 to LAN Converter Kit	HAS-N485PC12/LANSRL1	1	$ 822.65	$ 822.65
Lock Power Box*	TEM-LPX4PPBB	1	$ 2,037.04	$ 2,037.04
Suppressor Kit	HAS-S-4	4	$ 19.36	$ 77.44
Panel Transformer	X-4	1	$ 14.50	$ 14.50
Mullion Reader	HAS-OP10HONE	4	$ 87.00	$ 348.00
Honeywell Door Sensor	HW-974BR	50	$ 4.72	$ 236.00
Honeywell Intrusion Control Panel with Enclosure	HW-VISTA-128BP	1	$ 413.65	$ 413.65
Honeywell Intrusion Leypad	HW-6160	2	$ 100.70	$ 201.40
Honeywell Zone Expander	HW-4208U	3	$ 77.57	$ 232.71
Honeywell Navigator Software	HW-vistanavigator	1	$ 167.30	$ 167.30
Honeywell Serial Interface Module	HW-4100SM	1	$ 72.72	$ 72.72
Ditel 16 Channel Surge Suppressor*	DIT-RM16	3	$ 407.08	$ 1,221.24
Ditel Fixed Suppressor*	DK-PVPB	48	$ 95.98	$ 4,607.04
ALTRONIX Power Supply 16 Fused Outputs*	ALTV2416	3	$ 308.00	$ 924.00
Vandal Dome Enclosure	HW-HEV28RC	31	$ 153.45	$ 4,756.95
DVR 16 Channel 500GB	HW-HRM16BR1C500	3	$ 7,595.00	$ 22,785.00
Mini Dome HRES/True Day/Night Wide Dynamic	HW-HCGWD48	31	$ 341.00	$ 10,571.00
Auto Iris Varifocal 4-9mm	HW-HLQAV1	31	$ 77.50	$ 2,402.50
42" Video Monitor	N4251W	1	$ 3,228.00	$ 3,228.00
Wall Mount Bracket	TH3142WP	1	$ 137.58	$ 137.58
Wall Mount Braket Kit	HW-HEV28R-WK	31	$ 139.00	$ 4,309.00
Bullet Camera True Day/Night 48LED	HW-HCD82484	17	$ 550.25	$ 9,354.25
Matrix 64 inputs and8 outputs video sysem	HW-HVBLT4U64X8	1	$ 3,596.00	$ 3,596.00
1 3/4" Mushrm RED/Momentary/2 SPST*	ADI908MO32D	4	$ 130.00	$ 520.00
Egress Motion Detector *	ADI160	4	$ 130.00	$ 520.00
RG59 20AWG BC CL2P Per 1'	BWC-6020	8000		$ 4,480.00
BNC Connectors	ADI-CD-CP8810	192		$ 142.08
18AWG 2C STR CL2P Per 1'	CSC318464	8000		$ 1,280.00

18AWG4C STR CL2P PER 1'	BWC-4240	3000		$ 1,080.00
18/6C STR OAS PLEN	BWC-4580PL	3000		$ 1,500.00
30' Lift	N/A	1		$ 1,166.67
Permit Cost	N/A	1		$ 535.00
Labor	N/A	1.00		$ 50,216.25
Training	N/A	4.00		N/C
Conduit, Panduit,Misc. Expense	N/A			$ 1,250.00
Project Total				**$ 138,246.33**
Sales Tax.	8.25%			$ [illegible]
				$ 138,246.33

TERMS, CONDITIONS and EXCEPTIONS

1. Validity

1.1 This proposal is valid for forty five (45) days.

2. Acceptance

2.1 To accept this proposal please signs here: _____.

1.2 Printed Name: _____.

1.3 Purchase Order Number: _____.

1.4 All prices are in United States dollars and do not include tax, unless otherwise stated in the above proposal.

1.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, proposal, price list, acceptance of offer, invoice or other documents or information issued by TEMSCO, Inc. shall be subject to correction without any liability on the part of TEMSCO, Inc.

1.6 The proposal price excludes any substitute components or optional lines.

3. Payment Terms

3.1 If the quoted price of this project is over $5,000, TEMSCO Solutions will provide progressive billing in the following manner:

3.1.1 30% of the will be invoiced upon acceptance of the quotation for setup and mobilization.

3.1.2 30% will be invoiced upon the arrival of equipment at the project site.

3.1.3 30% will be invoiced upon completion of equipment installation.

3.1.4 10% will be invoiced upon acceptance of the system.

TEMSCO and the CITY of Plano have special billing arrangements. Upon arrival of equipment, The City of Plano will be invoiced for all stated equipment and there upon the remainder of the project will be invoiced upon completion.

3.2 All invoices are due Net 30 from the invoice date.

3.3 Projects with Totals under $5,000 will be invoiced 100% after the completion and customer acceptance of the project.

4. Exceptions

4.1 Any changes to the original scope of work will require a written change order with an approval signature from the customer before requested changes in the work can begin.

4.2 All conduit and Panduit will be provided by TEMSCO, as discussed.

4.3 All required core drilling of access openings will be furnished by others. TEMSCO will core thru walls only.

4.4 Any work concerning elevators will require the Elevator Control Overview be completed before work can begin.

4.5 Any existing equipment and wiring is not covered under TEMSCO Solutions warranty.

4.6 All LAN/WAN connections are to be provided by others. Static IP addresses must be provided to TEMSCO Solutions personnel prior to completion of the project.

4.7 TEMSCO Solutions understands that Life Safety 101 aspect of code requirement. However, the local authority having Life Safety jurisdiction may require additional equipment and/or labor to meet his/her interpretation of the code. Any additional demands by the local Authority Having Jurisdiction (AHJ) are at added costs to the end user.

4.8 All Life Safety drops are to be provided by others within two (2) feet of the TEMSCO Solutions control unit. TEMSCO Solutions will provide requirements for the interface to TEMSCO Solutions controls. Any additional permits required by the AHJ for Life Safety drops will be provided by others.

4.9 All extraordinary height access requirements which require a lift will require the lift to be provided by TEMSCO.

4.10 All line voltage outlets, hardwired, and/or isolated ground requirements are to be provided by others and installed within three (3) feet of panel or equipment locations per TEMSCO Solutions specifications. Any additional permits required by the AHJ for electrical work will be provided by others.

4.11 All locking device power provided by TEMSCO Solutions is 24VDC. If additional relay interfaces are required because existing locking hardware is another voltage there will be additional charges to the project.

4.12 All analogue telephone lines required are to be provided by others and telephone

numbers will be provided to TEMSCO Solutions personnel prior to completion of the project.

4.13 All ground trenching and all concrete cutting will be by others.

4.14 Warranty work is based on Monday-Friday, 8AM-5PM CST, excluding holidays. Warranty work required to be performed outside of these hours will be invoiced at the current after hour/holiday rate.

4.15 All work to be performed Monday-Friday, 8AM-5PM CST, excluding holidays. All after hour work/testing is subject to additional charges.

5. Delivery

5.1 Delivery of equipment and/or labor will be 30 days from the receipt of this signed proposal. If delivery is required earlier than 30 days, additional charges will be applied. **The City of Plano and TEMSCO have special arrangements.**

END OF DOCUMENT

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	06/25/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		6/19/07
Dept Signature:	Mike Ryan	City Manager		6/19/07
Agenda Coordinator (include phone #):	Glenna Hayes x 7539			

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

CAPTION

Rescind previously awarded Mini-ANDROS II Vehicle awarded by City Council on 3/20/07 in the amount of $81,153.00; and to authorize the purchase from an Existing Contract/Agreement of an Explosive Ordinance Device (EOD) Vehicle in the amount of $87,406.00 from Remotec Incorporated through a Texas Building and Procurement Commission-Multiple Award Schedule contract, and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS #GSA-84; 5-84030).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0		0	
Encumbered/Expended Amount	0	87,406	0	**87,406**
This Item	0		0	
BALANCE	0	**87,406**	0	**87,406**

FUND(S): Grant Fund (LETPP Grant 567) and General Fund (532)

Comments: Funds are available in the 2006 LETPP Grant Fund for the purchase of a robot vehicle, $80,000, and funds are available in the Police Department budget in the amount of $7,406.00.

STRAGIC PLAN GOAL: Remote bomb robot equipment relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Purchasing staff recommends Council approve expenditure not to exceed $87,406.00 to Remotec Incorporated for the purchase of an EOD Vehicle through the use of Texas Building and Procurement Commission – Multiple Award Schedule (GSA #84 5-84-030). The City is authorized to purchase from the State contract list pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State law requiring local government to seek competitive bids for item(s). Funding is provided through the 2006 LETPP Grant and Police Department funds.

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

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax 972-424-0099
http://www.ci.plano.tx.us

MEMORANDUM

DATE: June 19, 2007

TO: Greg Rushin, Chief of Police

FROM: Steve Copling, Lieutenant, Homeland Security

SUBJECT: Change of Bomb Robot Order

The Plano Police Department received $80,000.00 from a 2006 Urban Area Security Initiative (UASI) LETPP grant for the purchase of a bomb robot.

The robot initially chosen for this purchase was the Remotec Mini-Andros II, manufactured by Remotec, a division of Northrop Grumman. Remotec now manufactures another small robot – the HD-1 – that will give Plano Police Department more flexibility and increase the capability of handling suspected explosive devices. Here are the positive differences between the HD-1 and the Mini-Andros II.

Speed: HD-1 travels at 4.5 mph versus 1.5 mph on the Mini-Andros II. **Camera**: HD-1 has a 216 to 1 auto focus/auto iris color camera versus a 6 to 1 camera with no auto focus/auto iris on the Mini-Andros II. **Night Vision**: - HD-1 has a night vision camera, the Mini-Andros II does not. **Surveillance Camera**: - HD-1 has a 360 degree no-stop camera with auto focus/auto iris versus a 280 degree stop camera with no auto focus/auto iris on the Mini-Andros II. **Drive Camera**: HD-1 has a 32 to 1 color camera with auto focus/auto iris versus a black and white 6 to 1 camera with no auto focus/auto iris on the Mini-Andros II. **Rear Camera**: HD-1 has a black and white rear camera. The Mini-Andros II has no rear camera. **Disruptor Flexibility**: The HD-1 has a dual disruptor that's adjustable, allowing for the claw to be mounted alongside the pan. This allows the operator to use the claw right after disrupting the device. The Mini-Andros II has a single mount. The claw must be removed before the pan can be mounted, forcing the operator to take the shot, then drive the robot back and mount the claw. **Ability to Mount Extra Equipment**: The HD-1 allows for the mounting of extra equipment such as HazMat sensors. The Mini-Andros II has no space to allow for the mounting of extra equipment.

The purchase of the HD-1 will be made from Texas Multiple Award Schedule (TXMAS) contract #GSA-84 in the amount of $87,406.00 with funds provided by the LETPP Grant ($80,000) and Police Department ($7,406.00).

The 2006 LETPP grant performance date is February 28, 2008, giving us plenty of time to take delivery of the robot. The build time for the robot is expected to be approximately four months.

K-2

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		6/15/07
Agenda Coordinator (include phone #):	Sharron Mason, Ext. 7247			

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

CAPTION

Approval of the purchase of preschool playground for the Tom Muehlenbeck Recreation Center from The PlayWell Group in the amount of $42,710.00 through an existing contract/agreement with Plano ISD, and authorizing the City Manager or his designee to execute all necessary documents. (Interlocal Contract No. 2006-77-I)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,435,418	15,210,582	0	**21,646,000**
Encumbered/Expended Amount	-6,435,418	-14,244,436	0	**-20,679,854**
This Item	0	-42,710	0	**-42,710**
BALANCE	0	923,436	0	**923,436**

FUND(S): RECREATION CENTER FACILITIES CIP

COMMENTS: Funds are included in the Re-Estimate 2006-07 Recreation Center Facilities CIP. This item, in the amount of $42,710 will leave a current year balance of $923,436 for the Tom Muehlenbeck Center project.

STRATEGIC PLAN GOAL: Purchase of preschool playground for recreation centers relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".

SUMMARY OF ITEM

The Recreation Division staff recommends Council approve an expenditure for the purchase of preschool playground for the Tom Muehlenbeck Recreation Center totaling $42,710.00 from existing Interlocal Contract with Plano ISD (Interlocal Contract No. 2006-77-I). The City is authorized to purchase from the State contract list pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State law requiring local government to seek competitive bids for item(s).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memo and Sales Quotes	

REV 08/98

L-1

Tom Muehlenbeck Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: June 19, 2007

Re: Recommendation for Purchase of a Preschool Playground

I have reviewed options to provide a preschool playground for The Tom Muehlenbeck Center. I am recommending we award this purchase to The PlayWell Group in the amount of $46,180.20. Funds are available for this purchase from cost center 32-23405. The PlayWell Group is currently on annual contract with the City of Plano; contract # 2006-77-I; PISD #3693.

Please reference The PlayWell Group quote #SQ-10294 & PlayWorks, Inc. quotes SQ-12392 & SQ-12377.

l-2

PlayWorks, Inc.

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 899 1762

Texas
2750 Northhaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355

INSTALLATION QUOTE	
SQ-12417	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	1	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
1	IWPWS-247043.2A	Installation of Custom Challenger	1		$5,064.09	EA		$5,064.09
2	IWSOF-SOFTILES	Installation of SofTiles	1387		$2.69	EA		$3,731.03
3	Plano-Term	Discount Pricing	1		$0.00	EA		$0.00
4		Discount Pricing for City of Plano and Plano ISD PLANO ISD-3693 CITY OF PLANO-2006-77-I						
5	INSTALL	Installation Terms	1		$0.00	EA		$0.00
6		TERMS & CONDITIONS New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply. SURFACING REQUIRED! IMPORTANT! The PlayWell Group and Playworld Systems, Inc.strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Produce Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.						

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

l-3

PlayWorks, Inc.

Toll free: (800) 726-1816 Free Fax: (800) 560-9150

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INSTALLATION QUOTE	
SQ-12417	6/19/2007

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Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	2	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		OWNER Owner's Responsibility All playground equipment and surfaces must be maintained and /or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities. DELIVERY TIME Approximate Time to Deliver Materials is six weeks from the week the order is entered plus a few days for transit. Submittal approvals if required will add additional time to the delivery schedule Order will be placed after deposits are received, credit is approved, and /or full payment for material is made. Visa, Mastercard, and American Express accepted. Please disregard if you have established prior credit with us. Please contact your Sales Consultant for additional information. ROCK CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and						

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

e-4

PlayWorks, Inc.

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INSTALLATION QUOTE	
SQ-12417	6/19/2007

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Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	3	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical suger. Every effort will be made prior to installation to determine if additional rock charges will be required. Your PlayWell Sales Associate will notify you and meet you at the work site to review the conditions requiring additional charges. SITE ACCESS NOTE The site for equipment to be installed must be accessible by trucks, trailers, Bobcats and/or a tractor-trailer. In the event this equipment is used at your site, please note there may be signs of access afterwards. We will try to keep this to a mininmum. Please note, we are not responsible for repairing sod, fixing concrete curbs, or sidewalks due to machinery trying to access the site through or over these items, unless specifically spelled out in the above quotation! If the site is not accessible due to fences, landscaping, sprinkler systems, etc.,						

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

l-5

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Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	4	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		please address this issue with your PlayWell Sales Associate. PlayWell will review possible alternate means of access and include additional charges if required in your proposal. Please discuss any concerns you may have about site conditions with your PlayWell Sales Associate prior to accepting our proposal. ON SITE SECURITY PlayWell Group installation sub-contractors install caution tape around the immediate work area. Tape is to be removed and disposed of by the customer a minimum of 24 hours after completion. Orange Safety fencing or other security will be furnished for an additional charge. Please contact your Sales Associate to request a quote. UNDERGROUND UTILITIES NOTE It is the customers responsibility to locate ALL undergound utilities in the area of installation and have them marked unless prior arrangements are made. Texas State Law requires a call to Texas Excavation Safety Systems (Dig						

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

l-6

PlayWorks, Inc.

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Texas
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INSTALLATION QUOTE	
SQ-12417	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	5	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		Tess) at 1-800-344-8377 a minumum of 48 hours prior to digging. There are some public utilities that will locate and mark their own lines if the customer calls them directly. Utilities usually require notification a minimum of 5-7 days prior to digging when Dig Tess is not used. Utility location includes but is not limited to power, water, gas, sewer, telephone, and cable television. We must receive a faxed/mailed copy of the report from Dig Tess or the company that marks the locations of your lines before digging will start. TRASH DISPOSAL It is the customer's responsibility to dispose of any trash created from the installation. PlayWorks, Inc. installation sub-contractors will break down and consolidate all packing materials as much as possible. If a customer-furnished dumpster is provided onsite, we will place trash within the dumpster. Haul off and disposal of trash is available for an additional amount. SITE COMMENTS Site preparation by others if not listed on this quote. Site must be level, free of utilities, and rock. Site must be						

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

l.7

PlayWorks, Inc.

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 899 1762

Texas
2750 Northhaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355

INSTALLATION QUOTE	
SQ-12417	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12417			Default Carrier	6	6/19/2007 1:29:44PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		accessible to work trucks and equipment. Install schedule based on site readiness, delivery of product, weather, and the results of weather on the site itself. No site security provided after hours if not listed on this quote.						

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,795.12
Total	$8,795.12
Balance	$8,795.12

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The PlayWell Group

Toll free: (800) 726-1816 Free Fax: (800) 560-9150

New Mexico
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Albuquerque, NM 87113
(505) 899 1762

Texas
2750 Northaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355

QUOTATION

SQ-10350	6/19/2007

Customer	Contact	Ship To
City of Plano PO Box 860279 PLANO TX 75086	City of Plano/Tom Muehlenbeck Rec Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-5535 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Scott Talbott Walk In The Park 2410 HardRock GRAND PRAIRIE TX 75050 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
40	NET 30	7/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-10350			Default Carrier	1	6/19/2007 - 1:27:55PM

L	Item	Description	Qty		Price	UM	Discount	Amount
1	PWS-24-7043.2A	Custom Challenger Play Structure	1		$16,820.00	EA	$1,682.00	$15,138.00
2		COLORS:						
3	SH	Shipping & Handling	1		$1,667.91	EA		$1,667.91
4								
5	SOF-TILE2.50	SoftTile Kl Plus 2.50	237		$34.00	EA	$2,844.00	$5,214.00
6		Softile KL Plus Terra Cotta 2.50 thick COLOR: BLUE						
7	SOF-TILE2.50	SoftTile Kl Plus 2.50	236		$32.00	EA	$2,596.00	$4,956.00
8		Softile KL Plus Terra Cotta 2.50 thick COLOR: TERRA COTTA						
9	SOF-AdPermTile	Adhesive Perimeter Tile to Base	21		$9.52	EA	$52.92	$147.00
10	SOF-AdPermTile	Adhesive Perimeter Tile to Base	37		$9.52	EA	$93.24	$259.00
11	SOF-DISPGUN	DISPENSING Gun	1		$24.00	EA	$8.00	$16.00
12	SH	Shipping & Handling	1		$1,790.00	EA		$1,790.00
13								
14	Plano-Terms	Discount Pricing	1		$0.00	EA		$0.00
15		Discount Pricing for City of Plano and Plano ISD Contract numbers: PISD-3693 CITY OF PLANO-2006-77-I						
16	TXHUBCP	STATE OF TEXAS HISTORICALLY	1		$0.00	EA		$0.00
17		Underutilized Business Certification. The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Underutilized Business (HUB.) A copy of the certificate is available upon request. Certification #1752658108100						

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Customer PO No. _____

Page 1	
Sub Total	$29,187.91

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The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
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QUOTATION

SQ-10350	6/19/2007

Customer	Contact	Ship To
City of Plano PO Box 860279 PLANO TX 75086	City of Plano/Tom Muehlenbeck Rec Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-5535 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Scott Talbott Walk In The Park 2410 HardRock GRAND PRAIRIE TX 75050 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
40	NET 30	7/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-10350			Default Carrier	2	6/19/2007 1:27:55PM

L	Item	Description	Qty		Price	UM	Discount	Amount
18 19	Terms	Terms & Conditions New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply. Full payment due on all orders under $1,000.00 No Exceptions ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!	1		$0.00	EA		$0.00
20 21	DeliveryTime	Delivery Time Approximate Time to Deliver Materials is six weeks from the week the order is entered plus a few days for transit. Submittal approvals if required will add additional time to the delivery schedule. Order will be placed after deposits are received, credit is approved, and/or full payment for materials is made. Visa, Mastercard, and American Express accepted. Please disregard if you have established prior credit with us.	1		$0.00	EA		$0.00

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Customer PO No. _____

Page 2	
Sub Total	$0.00
Running Sub Total	$29,187.91

l-10

The PlayWell Group

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QUOTATION

SQ-10350	6/19/2007

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City of Plano PO Box 860279 PLANO TX 75086	City of Plano/Tom Muehlenbeck Rec Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-5535 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Scott Talbott Walk In The Park 2410 HardRock GRAND PRAIRIE TX 75050 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
40	NET 30	7/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-10350			Default Carrier	3	6/19/2007 1:27:55PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		Please contact your Sales Consultant for additional information. Thank You For Your Order.						
22 23	DelvTerms	Delivery Terms F.O.B. FACTORY Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacture's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.	1		$0.00	EA		$0.00
24 25	CancelPolicy	Cancellation Policy THANK YOU FOR YOUR BUSINESS! Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and	1		$0.00	EA		$0.00

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Page 3	
Sub Total	$0.00
Running Sub Total	$29,187.91

Customer PO No. _____

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The PlayWell Group

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QUOTATION

SQ-10350	6/19/2007

Customer	Contact	Ship To
City of Plano PO Box 860279 PLANO TX 75086	City of Plano/Tom Muehlenbeck Rec Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-5535 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Scott Talbott Walk In The Park 2410 HardRock GRAND PRAIRIE TX 75050 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
40	NET 30	7/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-10350			Default Carrier	4	6/19/2007 1:27:55PM

L	Item	Description	Qty		Price	UM	Discount	Amount
26 27	InstallNotIncd	handling fees plus a 25% restocking fee. No refunds will be given on installed equipment. Please sign below to acknowledge acceptance of these terms. SIGNATURE:_____ Installation Not Included Installation Is Not Included On This Quote A separate installation quote must be included with your order if installation is required. Installation is not included in any price listed on this quote.	1		$0.00	EA		$0.00

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$29,187.91
Total	$29,187.91
Balance	$29,187.91

l-12

PlayWorks, Inc.

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

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Texas
2750 Northaven Rd. Suite 103
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INSTALLATION QUOTE	
SQ-12418	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12418			Default Carrier	1	6/19/2007 1:32:08PM

L	Item	Description	Qty		Price	UM	Discount	Amount
1	IW-CON-PAD	Installation of Concrete Pad	1387		$5.91	EA		$8,197.17
2	Plano-Term	Discount Pricing	1		$0.00	EA		$0.00
3		Discount Pricing for City of Plano and Plano ISD PLANO ISD-3693 CITY OF PLANO-2006-77-I						
4	INSTALL	Installation Terms	1		$0.00	EA		$0.00
5		TERMS & CONDITIONS New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply. SURFACING REQUIRED! IMPORTANT! The PlayWell Group and Playworld Systems, Inc.strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Produce Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.						

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,197.17
Total	$8,197.17
Balance	$8,197.17

l-13

PlayWorks, Inc.

Toll free: (800) 726-1816 Free Fax: (800) 560-9150

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INSTALLATION QUOTE	
SQ-12418	6/19/2007

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City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12418			Default Carrier	2	6/19/2007 1:32:08PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		OWNER Owner's Responsibility All playground equipment and surfaces must be maintained and /or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities. DELIVERY TIME Approximate Time to Deliver Materials is six weeks from the week the order is entered plus a few days for transit. Submittal approvals if required will add additional time to the delivery schedule Order will be placed after deposits are received, credit is approved, and /or full payment for material is made. Visa, Mastercard, and American Express accepted. Please disregard if you have established prior credit with us. Please contact your Sales Consultant for additional information. ROCK CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors						

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,197.17
Total	$8,197.17
Balance	$8,197.17

e-14

PlayWorks, Inc.

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INSTALLATION QUOTE	
SQ-12418	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12418			Default Carrier	3	6/19/2007 1:32:08PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		encounter rock that cannot be penetrated to drill installation holes with a mechanical suger. Every effort will be made prior to installation to determine if additional rock charges will be required. Your PlayWell Sales Associate will notify you and meet you at the work site to review the conditions requiring additional charges. SITE ACCESS NOTE The site for equipment to be installed must be accessible by trucks, trailers, Bobcats and/or a tractor-trailer. In the event this equipment is used at your site, please note there may be signs of access afterwards. We will try to keep this to a mininmum. Please note, we are not responsible for repairing sod, fixing concrete curbs, or sidewalks due to machinery trying to access the site through or over these items, unless specifically spelled out in the above quotation! If the site is not accessible due to fences, landscaping, sprinkler systems, etc., please address this issue with your						

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Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,197.17
Total	$8,197.17
Balance	$8,197.17

l-15

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INSTALLATION QUOTE	
SQ-12418	6/19/2007

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Account	Terms	Due Date	Account Rep	Schedule Date
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Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12418			Default Carrier	4	6/19/2007 1:32:08PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		PlayWell Sales Associate. PlayWell will review possible alternate means of access and include additional charges if required in your proposal. Please discuss any concerns you may have about site conditions with your PlayWell Sales Associate prior to accepting our proposal. ON SITE SECURITY PlayWell Group installation sub-contractors install caution tape around the immediate work area. Tape is to be removed and disposed of by the customer a minimum of 24 hours after completion. Orange Safety fencing or other security will be furnished for an additional charge. Please contact your Sales Associate to request a quote. UNDERGROUND UTILITIES NOTE It is the customers responsibility to locate ALL undergound utilities in the area of installation and have them marked unless prior arrangements are made. Texas State Law requires a call to Texas Excavation Safety Systems (Dig Tess) at 1-800-344-8377 a minumum of						

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EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,197.17
Total	$8,197.17–
Balance	$8,197.17

l-16

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City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
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Quotation	PO #	Reference	Ship VIA	Page	Printed
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L	Item	Description	Qty		Price	UM	Discount	Amount
		48 hours prior to digging. There are some public utilities that will locate and mark their own lines if the customer calls them directly. Utilities usually require notification a minimum of 5-7 days prior to digging when Dig Tess is not used. Utility location includes but is not limited to power, water, gas, sewer, telephone, and cable television. We must receive a faxed/mailed copy of the report from Dig Tess or the company that marks the locations of your lines before digging will start. TRASH DISPOSAL It is the customer's responsibility to dispose of any trash created from the installation. PlayWorks, Inc. installation sub-contractors will break down and consolidate all packing materials as much as possible. If a customer-furnished dumpster is provided onsite, we will place trash within the dumpster. Haul off and disposal of trash is available for an additional amount. SITE COMMENTS Site preparation by others if not listed on this quote. Site must be level, free of utilities, and rock. Site must be accessible to work trucks and						

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Exempt	$8,197.17
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l-17

PlayWorks, Inc.

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 899 1762

Texas
2750 Northaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355

INSTALLATION QUOTE	
SQ-12418	6/19/2007

Customer	Contact	Ship To
City of Plano City of Plano PO Box 860279 PLANO TX 75086 Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Ctr Jana Glass PO Box 860279 PLANO TX 75086 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118	City of Plano/Plano Rec. Center Jana Glass 8301 W Parker PLANO TX 75093 UNITED STATES Tel: (972)-941-7271 Fax: (972)-941-7118

Account	Terms	Due Date	Account Rep	Schedule Date
227	UPON COMPLETION	6/19/2007	Tom Wolosz	6/19/2007

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-12418			Default Carrier	6	6/19/2007 1:32:08PM

L	Item	Description	Qty		Price	UM	Discount	Amount
		equipment. Install schedule based on site readiness, delivery of product, weather, and the results of weather on the site itself. No site security provided after hours if not listed on this quote.						

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$8,197.17
Total	$8,197.17
Balance	$8,197.17

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6.15.07
Dept Signature:	Don Wendell	City Manager		6/15/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

Authorize the purchase of upholstered stack chairs in the amount of $167,000 from Virco Inc. through an existing contract with US Communities, and authorizing the City Manager or his designee to execute all necessary documents. (US Communities Contract No. 0204011)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	557,020	0	**557,020**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-167,000	0	**-167,000**
BALANCE	0	**390,020**	0	**390,020**

FUND(S): CONVENTION & TOURISM

COMMENTS: Funding for this item is included in the approved FY 2006-07 Budget. The remaining balance will be used for other equipment purchases.

STRATEGIC PLAN GOAL: Upholstered stack chairs relates to the City's Goals of "Service Excellence" and "Premier City in Which to Live."

SUMMARY OF ITEM

This agenda item authorizes an expenditure in the amount of $167,000 for the purchase of 2,000 upholstered stack chairs from Virco Inc. for Plano Centre. The City is authorized to purchase from 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. (US Communities Contract Number 0204011)

These chairs will replace existing chairs that are over 16 years old.

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

REV 08/98

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QUOTATION LETTER

Plano Centre (City of Plano)
Jim Stroup
Phone: 972-422-6801
E-mail: jims@plano.gov

QUOTE REFERENCE: * ***U.S. Communities***
Master Agreement #0204011, Quote #11771
June 8, 2007

Dear Jim :

We appreciate the opportunity to quote prices for the Virco products shown below. Prices do not include sales tax unless specified.

Please refer to the **QUOTE REFERENCE** in corresponding with Virco regarding this quote--the **QUOTE REFERENCE** must appear on your order. We offer our quotation subject to the following terms and conditions:

FOB: Plano, TX **PAYMENT TERMS:** NET 30

Prices are firm for orders received by **07/31/2007** . The shipment lead-time will be 8 weeks after receipt of a complete purchase order (quantities, colors, etc.). Orders must ship by Virco's choice .

Delivery Information Pricing includes freight with Tailgate Delivery to one location

Quantity changes could affect the purchase price--please contact your Virco Sales Rep with changes.

Item #	Qty	Model / Description	Original FOB Factory List price per unit	Delivered unit price after discounts	Extended Price
1	2,000	8830SBG/Upholstered stack chair with stack bars and ganging device; Chrome frame; Sherpa/Shire Group A fabric	306.00	83.50	$167,000.00
		For Virco use only: Material #4036901, to match S/O 805990			
		The U.S. Communities discount for orders over $30,000 is published as being 72% off List (which includes Tailgate Delivery). This is the best discount offered on any Virco contract. The unit price shown is actually 72.711%--this is the best additional discount we can offer. Please contact me with questions.			
		TOTAL:			**$167,000.00**

We require written purchase orders. Final acceptance and acknowledgment of order will be as stated on the standard Virco Purchase Order Acknowledgment.

Best regards,

Bob Sigsbee

Bob Sigsbee
Sales Rep--Virco Inc.
Phone: 940-365-3101
Toll-Free Voice Mail: 800-448-4726, ext. 1532

Please FAX all orders to 800-396-8232, Attn: Donna Henderson
NOTE: The QUOTE REFERENCE must appear on your order.

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6·15·07
Dept Signature:		City Manager		6/15/07
Agenda Coordinator (include phone #):	**Susan Berger (7255)**			

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

CAPTION

To Dean Electric, DBA Dean Construction, increasing the contract by $485,215.95, Change Order No. 4. (Original Bid #2006-151-B)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	292,296	2,027,000	1,350,000	**3,669,296**
Encumbered/Expended Amount	-292,296	-929,034	0	**-1,221,330**
This Item	0	-485,216	0	**-485,216**
BALANCE	0	612,750	1,350,000	**1,962,750**

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the re-estimated 2006-07 Park Improvement CIP. This change order, in the amount of $485,216, will leave a current year balance of $612,750 for the Park Improvements and Neighborhood Park Improvements projects.

STRATEGIC PLAN GOAL: Park improvements and enhancements relate to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

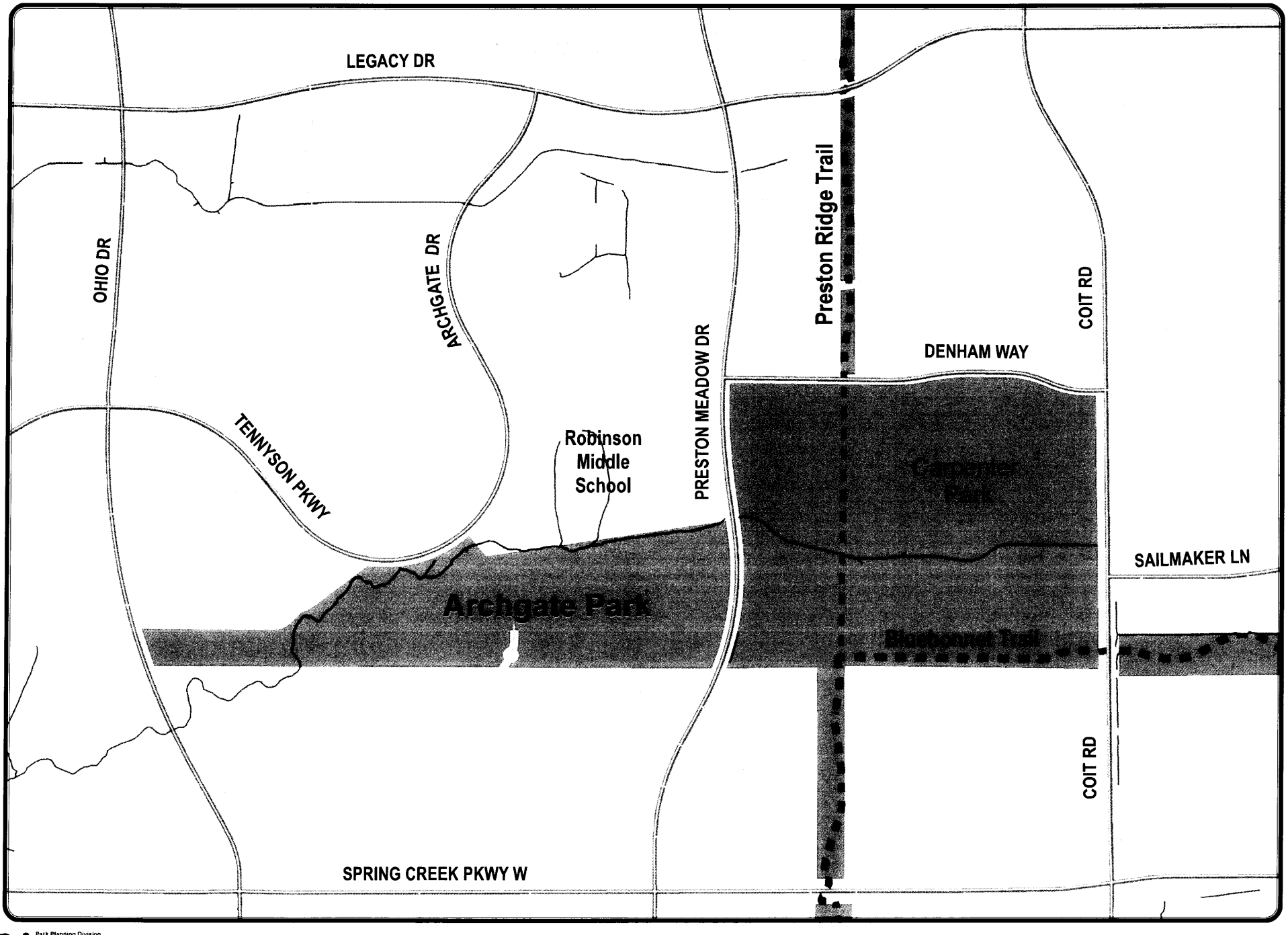
This change order is for the addition of a restroom/storage building, shade structure, plaza, and 39 parking places. These improvements were included as a portion of an alternate bid item in the original bid. A decision has now been made to construct a skate park at Archgate Park. The facilities in this change order will be needed to serve the skate park. These facilities will also serve the neighborhood park area of Archgate Park. The skate park will be designed and constructed through a separate contract at a later date.

Staff recommends approval of Change Order No. 4 in the amount of $485,215.95. The original contract amount was $7,220,470.00. The revised contract amount including previous change orders will be $7,920,229.45. The total percent increase will be 9.69%.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Change Order No. 4	Other Departments, Boards, Commissions or Agencies

N-2



Park Planning Division
City of Plano, Texas

Archgate Park

N

N
W E
S

0 0.05 0.1 0.2 Miles

CHANGE ORDER NO. 4

ARCHGATE PARK

PROJECT NO. 5183

PURCHASE ORDER NO. 103080
CIP NO. 32-22336
BID NO. 2006-151-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 **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION** for the **ARCHGATE PARK PROJECT**, dated **JULY 24, 2006.**

B. DESCRIPTION OF CHANGE

The change order is for revising the scope of work to add in portions of Add Alternate No. 6, to include a restroom/storage building, plaza paving, parking, and a shade structure. The change order also establishes a new project completion date of February 1, 2008.

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	Restroom/storage building, plaza paving, parking, and a shade structure			LS		$485,215.95
						$0.00
	TOTAL:					**$485,215.95**

Original Contract Amount	$ 7,220,470.00
Contract Amount (Including Previous Change Orders)	$ 7,435,013.50
Amount, Change Order No. 4	**$ 485,215.95**
Revised Contract Amount	**$ 7,920,229.45**
Total Percent Increase Including Previous Change Orders	**9.69%**

$200,000 will be charged to CIP Account No. 32-22334 and the remainder $285,215.95 to CIP Account No. 32-22328.

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will change the completion date for this project:

Original Contract Time	To be completed by July 1, 2007
Amount (Including Previous Change Orders)	To be completed by July 1, 2007
Amount, Change Order No. 4	**7 months**
Revised Contract Time	**TO BE COMPLETED BY FEBRUARY 1, 2008**
Total Percent Increase Including Previous Change Orders	**0.00%**

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION**, do hereby agree to append this Change Order No. 4 to the original contract between themselves, dated July 24, 2006.

OWNER: CITY OF PLANO	**CONTRACTOR: DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION**
By: _____ (signature)	By: _____ (signature)
Print Name: Thomas H. Muehlenbeck	Print Name:
Print Title: City Manager	Print Title:
Date:	Date:

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, _____ of **DEAN ELECTRIC, INC. dba DEAN CONSTRUCTION**, a **Texas** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__, 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6/15/07
Dept Signature:	Don Wendell	City Manager		6/15/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

Consideration of a request from the Blackland Prairie Festival, Inc. for partial funding from the event appropriation in FY 2006-07, in the amount of $15,225.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	54,500	0	**54,500**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-15,225	0	**-15,225**
BALANCE	0	39,275	0	**39,275**

FUND(S): GENERAL

COMMENTS: The FY 2006-07 Budget includes $54,500 which is appropriated for the Blackland Prarie Festival. This item, if approved, would designate $15,225 of the original budgeted amount to be approrpiated for planning purposes for a return of the event in 2008.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Premier City in Which to Live".

SUMMARY OF ITEM

The Blackland Prairie Festival has undergone significant changes in FY 2006-07 causing them to cancel this year's event. This item is a request for a portion of the funds appropriated in FY 2006-07 to continue the planning for a return of the event in 2008.

Request for full funding in FY 2007-08 will come forward as a part of the budget process.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Letter from Blackland Prairie Festival, Inc.	

REV 08/98

Blackland Prairie Festival

June 11, 2007

Ms. Dana Conklin
Plano City Council
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Dear Ms. Conklin:

Due to many unforeseen circumstances beyond our control, the Plano Blackland Prairie Festival was not held this year, and we regret that decision had to be made, but also feel very strongly that, with proper planning and the enthusiasm, next year's Festival will prove that the decision to wait until 2008 was a wise one.

The Blackland Prairie Festival Corporation is was granted a 501c3 on January 2007. We are eagerly establishing ourselves as an independent entity, separate from the Heritage Farmstead Museum, although this brought about a number of new challenges. We would like to ask that the Council consider awarding a portion of the funds appropriated for the event this year as a tool to keep the interest alive for the upcoming 2008 event.

Our vision for the 2008 Festival is to replicate an occasion, when people came to town for an event, during the years 1880-1920. We have had, in the past, only a one-day event, but we are hoping that next year's Festival, which will be held next on May 10, 2008, Mothers' Day weekend, will have as many of the following events as possible, and would then become a two-day event. We are hoping to include, but certainly not be limited to, a downtown, as close-to-authentic street-carnival-type event with era-appropriate food, vendors, merchant-extended shopping hours, arts and crafts, historic educational activities for young, old and in-between, artists and artisans, demonstrations, street musicians, historical reenactments, wagon rides, a horse-riding demonstration, stagecoach rides, a Wild West Show, historic home tours, Blue Room[from the '20's--an off-limits musical joint], clowns, costumed volunteers, an era-appropriate and juried costume contest open to the public, and hopefully a charity-celebrity golf tournament, all of which will pull in our entire City for this fun-filled, unique, and family-oriented celebration of our wonderful old town.

O-2

As you can see, an event of this magnitude, with the enormous amount of well-thought, well-organized, and detailed planning which it will entail, will require funding and a generous commitment of time and effort on the part of many volunteers. We would like to request that the Festival be awarded a waiver against the five-year funding arrangement made by the City Council, making 2008 the 4th year rather than 5th (and final year.) We understand that the 2009 Festival will be the final year of the funding arrangement and anticipate continuing the festival for many years after that time.

We appreciate, very much, any consideration you give to the Blackland Prairie Festival. Thank you for your time.

Sincerely,

Sharon Lloyd
President

Paula Guerra
Treasury

SL/pg
Enclosures

Blackland Prairie Festival

Working Event Budget (through 1/08)
Event date May 10, 2008

EXPENSES		
pre-event marketing & promotions		
	printing, advertising, & promo packs	2500.00
	expenses for Downtown at Sundown (Jul-Oct)	400.00
	expenses for Trick Art Treat (Oct)	200.00
insurance		2200.00
administrative		
	mailings/postage	100.00
	storage rental (Jun-Jan) $100mth	800.00
	costume maintenance	500.00
	web support/IT assistance	200.00
	post office box rental	125.00
	misc. office supplies	200.00
	accounting/treasurer fee	8000.00
TOTAL EXPENSES		**$15,225.00**

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Blackland Prairie Festival

BLACKLAND PRAIRIE FESTIVAL MISSION STATEMENT

The Blackland Prairie Festival Corporation is designed to promote, preserve, and protect the historical significance of the Blackland Prairie in the development of Plano, Texas, and the region by providing cultural enrichment through re-creation of the late 1800's and early 1900's; to educate and enlighten children and the diverse citizenry and tourists of the area in every aspect of the region's history, including the importance of historic structures, merchandise, transportation, cultural arts and entertainment.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/19/07
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

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

CAPTION

Approving the purchase of a 5,045 square foot water line easement and an 8,636 square foot temporary construction easement from Matthew G. and Kristen L. Twyman, in the amount of $41,430.35; and authorizing the City Manager, or in his absence an Executive Director, to execute documents necessary to complete the purchase.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,186	106,000	500,000	**607,186**
Encumbered/Expended Amount	-1,186	-29,112	0	**-30,298**
This Item	0	-41,430	0	**-41,430**
BALANCE	0	35,458	500,000	**535,458**

FUND(S): **WATER CIP**

COMMENTS: Funds are included in the Re-Estimated 2006-07 Water CIP. This construction easement, in the amount of $41,430, will leave a current year balance of $35,458 for the Water Line Crossing No. 1 project.

STRATEGIC PLAN GOAL: Construction easements relate to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

The staff has negotiated with the property owner at 3620 Ranchero Road to purchase a 15-foot wide water line easement and a 25-foot wide temporary construction easement. The purchase price for the water line easement is 50% of the full value of the land, or $6.23/square foot, and $10,000.00 for the temporary construction easement, for a total purchase price of $41,430.35. The easement is for the construction of an 8-inch water line to provide a looped water line in Ranchero to improve fire protection. Copies of the easements and Subordination of Liens are attached.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Water Line Easement	N/A
Temporary Construction Easement	
Subordination of Liens	
Location Map	

LS\AGENDA2007:0625TWYMAN

P1

WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THAT, MATTHEW G. TWYMAN and KRISTEN L. TWYMAN, husband and wife, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS ($10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS,** a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, GRANT and CONVEY to the Grantee, the easement and right to construct, reconstruct and perpetually maintain water line facilities (the "Facilities"), together with all incidental improvements and all necessary laterals in, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, and maintaining the Facilities, and all

P-2

incidental improvements and for making connections therewith. The Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future, within the Easement Property boundaries.

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures that were removed as a result of such work.

SIGNED this _____ day of _____, 2007.

_____
MATTHEW G. TWYMAN

_____
KRISTEN L. TWYMAN

Address:

_____
_____
_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **MATTHEW G. TWYMAN.**

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **KRISTEN L. TWYMAN.**

_____
Notary Public, State of Texas

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

EXHIBIT "A"
The Easement Property

15-Foot Wide Water Easement
situated in
Lot 10, El Ranchero Country Estates
Samuel T. Noblit Survey, Abstract No. 667
City of Plano, Collin County, Texas

BEING a 5,045 square feet tract of land situated in the Samuel T. Noblit Survey, Abstract No. 667, in the City of Plano, Collin County, Texas, and being out of Lot 10, El Ranchero Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas (P.R.C.C.T.), and also being out of that tract of land conveyed to Matthew G. Twyman & Kristen L. Twyman by deed recorded in Instrument No. 20060608000783120 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found at the most westerly southwest corner of said Lot 10, said point also being the southeasterly corner of Lot 9 of said El Ranchero Country Estates, and said point also being in the north right-of-way line of Ranchero Road (60-foot right-of-way);

THENCE North 20 degrees 11 minutes 14 seconds East, departing said north right-of-way line of Ranchero Road, and along the common line of said Lot 9 and Lot 10, a distance of 333.58 feet to a ½-inch iron rod found for corner in the south line of Block G, Lakeside Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Slide 738, P.R.C.C.T., said point also being the northwesterly corner of said Lot 10 and the northeasterly corner of said Lot 9;

THENCE South 88 degrees 32 minutes 01 second East, departing the common corner of said Lot 9 and Lot 10, and along the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 15.84 feet to a point for corner;

THENCE South 20 degrees 11 minutes 14 seconds West, departing the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 339.36 feet to a point for corner in the north right-of-way line of said Ranchero Road, said point also being on a circular curve to the left having a radius of 160.00 feet, a central angle of 5 degrees 22 minutes 46 seconds, and whose chord bears North 67 degrees 08 minutes 58 seconds West, a distance of 15.02 feet;

THENCE Northwesterly, along said north right-of-way line of Ranchero Road and circular curve to the left, an arc distance of 15.02 feet to the POINT OF BEGINNING AND CONTAINING 5,045 square feet or 0.116 acres of land, more or less.

BASIS OF BEARING is the plat of El Ranchero Country Estates recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas.

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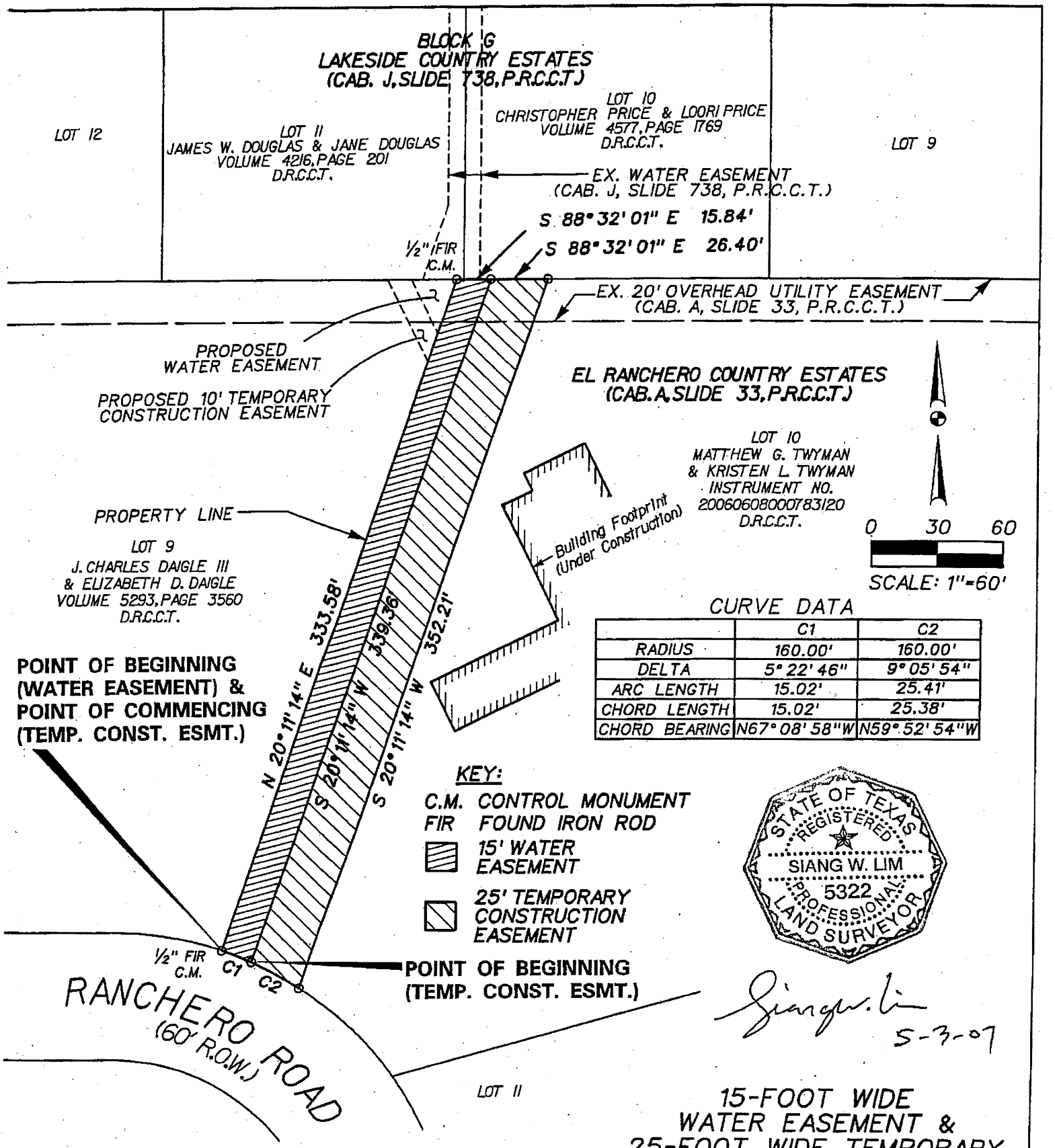

CURVE DATA

	C1	C2
RADIUS	160.00'	160.00'
DELTA	5° 22' 46"	9° 05' 54"
ARC LENGTH	15.02'	25.41'
CHORD LENGTH	15.02'	25.38'
CHORD BEARING	N67° 08' 58" W	N59° 52' 54" W

LIM & ASSOCIATES, inc.
engineering & surveying consultants
1701 N. Market Street, Suite 405 / LB20
Dallas, Texas 75202
Tel. (214) 698-1888 • Fax (214) 698-9881

15-FOOT WIDE WATER EASEMENT & 25-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

SITUATED IN
LOT 10
EL RANCHERO COUNTRY ESTATES
CITY OF PLANO, TEXAS

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TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THAT, MATTHEW G. TWYMAN and KRISTEN L. TWYMAN, husband and wife, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS ($10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing water line facilities in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the public improvement project described as the Waterline Crossings Project No. 5160 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 2007.

_____
MATTHEW G. TWYMAN

_____
KRISTEN L. TWYMAN

Address:

_____
_____
_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **MATTHEW G. TWYMAN.**

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **KRISTEN L. TWYMAN.**

_____
Notary Public, State of Texas

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

EXHIBIT "A"
The Easement Property

25-Foot Wide Temporary Construction Easement
situated in
Lot 10, El Ranchero Country Estates
Samuel T. Noblit Survey, Abstract No. 667
City of Plano, Collin County, Texas

BEING a 8,636 square feet tract of land situated in the Samuel T. Noblit Survey, Abstract No. 667, in the City of Plano, Collin County, Texas, and being out of Lot 10, El Ranchero Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas (P.R.C.C.T.), and also being out of that tract of land conveyed to Matthew G. Twyman & Kristen L. Twyman by deed recorded in Instrument No. 20060608000783120 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a ½-inch iron rod found at the most westerly southwest corner of said Lot 10, said point also being the southeasterly corner of Lot 9 of said El Ranchero Country Estates, and also being in the north right-of-way line of Ranchero Road (60-foot right-of-way) and said point also being on a circular curve to the right having a radius of 160.00 feet, a central angle of 5 degrees 22 minutes 46 seconds, and whose chord bears South 67 degrees 08 minutes 58 seconds East, a distance of 15.02 feet;

THENCE Southeasterly, along said north right-of-way line of Ranchero Road and circular curve to the right, an arc distance of 15.02 feet to the POINT OF BEGINNING;

THENCE North 20 degrees 11 minutes 14 seconds East, departing said north right-of-way line of Ranchero Road, a distance of 339.36 feet to a point for corner in the north line of said Lot 10, said point also being in the south line of Block G, Lakeside Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Slide 738, P.R.C.C.T.;

THENCE South 88 degrees 32 minutes 01 second East, along the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 26.40 feet to a point for corner;

THENCE South 20 degrees 11 minutes 14 seconds West, departing the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 352.21 feet to a point for corner in the north right-of-way line of said Ranchero Road, said point also being on a circular curve to the left having a radius of 160.00 feet, a central angle of 9 degrees 05 minutes 54 seconds, and whose chord bears North 59 degrees 52 minutes 54 seconds West, a distance of 25.38 feet;

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THENCE Northwesterly, along said north right-of-way line of Ranchero Road and circular curve to the left, an arc distance of 25.41 feet to the POINT OF BEGINNING AND CONTAINING 8,636 square feet or 0.198 acres of land, more or less.

BASIS OF BEARING is the plat of El Ranchero Country Estates recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas.

STATE OF TEXAS
REGISTERED
SIANG W. LIM
5322
PROFESSIONAL
LAND SURVEYOR

Siang W. Lim 5-3-07

Siang W. Lim Date
Texas R.P.L.S. No. 5322

P-11

BLOCK G
LAKESIDE COUNTRY ESTATES
(CAB. J, SLIDE 738, P.R.C.C.T.)

LOT 12

LOT 11
JAMES W. DOUGLAS & JANE DOUGLAS
VOLUME 4216, PAGE 201
D.R.C.C.T.

LOT 10
CHRISTOPHER PRICE & LOORI PRICE
VOLUME 4577, PAGE 1769
D.R.C.C.T.

LOT 9

EX. WATER EASEMENT
(CAB. J, SLIDE 738, P.R.C.C.T.)

S 88° 32' 01" E 15.84'

S 88° 32' 01" E 26.40'

½" FIR
C.M.

EX. 20' OVERHEAD UTILITY EASEMENT
(CAB. A, SLIDE 33, P.R.C.C.T.)

PROPOSED
WATER EASEMENT

PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT

EL RANCHERO COUNTRY ESTATES
(CAB. A, SLIDE 33, P.R.C.C.T.)

LOT 10
MATTHEW G. TWYMAN
& KRISTEN L. TWYMAN
INSTRUMENT NO.
20060608000783120
D.R.C.C.T.

PROPERTY LINE

LOT 9
J. CHARLES DAIGLE III
& ELIZABETH D. DAIGLE
VOLUME 5293, PAGE 3560
D.R.C.C.T.

Building Footprint
(Under Construction)

0 30 60
SCALE: 1"=60'

N 20° 11' 14" E 333.58'

S 20° 11' 14" W 339.36'

S 20° 11' 14" W 352.21'

POINT OF BEGINNING
(WATER EASEMENT) &
POINT OF COMMENCING
(TEMP. CONST. ESMT.)

CURVE DATA

	C1	C2
RADIUS	160.00'	160.00'
DELTA	5° 22' 46"	9° 05' 54"
ARC LENGTH	15.02'	25.41'
CHORD LENGTH	15.02'	25.38'
CHORD BEARING	N67° 08' 58" W	N59° 52' 54" W

KEY:
C.M. CONTROL MONUMENT
FIR FOUND IRON ROD
15' WATER EASEMENT
25' TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
REGISTERED
SIANG W. LIM
5322
PROFESSIONAL
LAND SURVEYOR

½" FIR
C.M.

C1 C2

POINT OF BEGINNING
(TEMP. CONST. ESMT.)

RANCHERO ROAD
(60' R.O.W.)

LOT 11

Siang W. Lim
5-3-07

15-FOOT WIDE WATER EASEMENT & 25-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

SITUATED IN
LOT 10
EL RANCHERO COUNTRY ESTATES
CITY OF PLANO, TEXAS

LIM & ASSOCIATES, inc.
engineering & surveying consultants
1701 N. Market Street, Suite 405 / LB20
Dallas, Texas 75202
Tel. (214) 698-1888 • Fax (214) 698-9881

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SUBORDINATION OF LIENS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The undersigned is the legal and equitable owner and holder of the following described instrument or instruments (called "Instrument") which creates a lien or liens against certain real property located in the City of Plano, Collin County, Texas as more fully described in the Instrument:

> Deed of Trust from Matthew G. Twyman and wife, Kristen L. Twyman to TFA, Inc., Trustee, dated 05/24/2006, filed 06/08/2006, cc# 20060608000783130, Real Property Records of Collin County, Texas, securing a note in the principal sum of $4,310,000.00, payable to City Bank Texas - North Dallas, and securing other indebtedness as described therein, if any. Said instrument also filed on 06/13/2006, in cc# 20060613000811430, Real Property Records, Collin County, Texas. Additionally secured by a Vendor's Lien retained in Warranty Deed filed 06/08/200, in cc# 20060608000783120, Real Property Records, Collin County, Texas. Said instrument also filed on 06/13/2006, in cc# 20060613000811420, Real Property Records, Collin County, Texas. Together with Borrower's Affidavit filed 06/08/2006, cc# 20060608000783140, Real Property Records, Collin County, Texas. Said instrument also filed on 06/13/2006, in cc# 20060613000811440, Real Property Records, Collin County, Texas.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby subordinate the liens under the Instrument to the easement granted to the City of Plano, Texas (the "Easement"), the legal descriptions of which is attached hereto as Exhibit "A" and made a part hereof by reference.

CITY BANK TEXAS - NORTH DALLAS

By: _____
Name: _____
Title: _____

P. O. Box 5060
Lubbock, TX 79408

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____, _____, of CITY BANK TEXAS - NORTH DALLAS, a _____, for an on behalf of said _____.

_____
Notary Public, State of Texas

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

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EXHIBIT "A"
The Easement Property

15-Foot Wide Water Easement
situated in
Lot 10, El Ranchero Country Estates
Samuel T. Noblit Survey, Abstract No. 667
City of Plano, Collin County, Texas

BEING a 5,045 square feet tract of land situated in the Samuel T. Noblit Survey, Abstract No. 667, in the City of Plano, Collin County, Texas, and being out of Lot 10, El Ranchero Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas (P.R.C.C.T.), and also being out of that tract of land conveyed to Matthew G. Twyman & Kristen L. Twyman by deed recorded in Instrument No. 20060608000783120 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found at the most westerly southwest corner of said Lot 10, said point also being the southeasterly corner of Lot 9 of said El Ranchero Country Estates, and said point also being in the north right-of-way line of Ranchero Road (60-foot right-of-way);

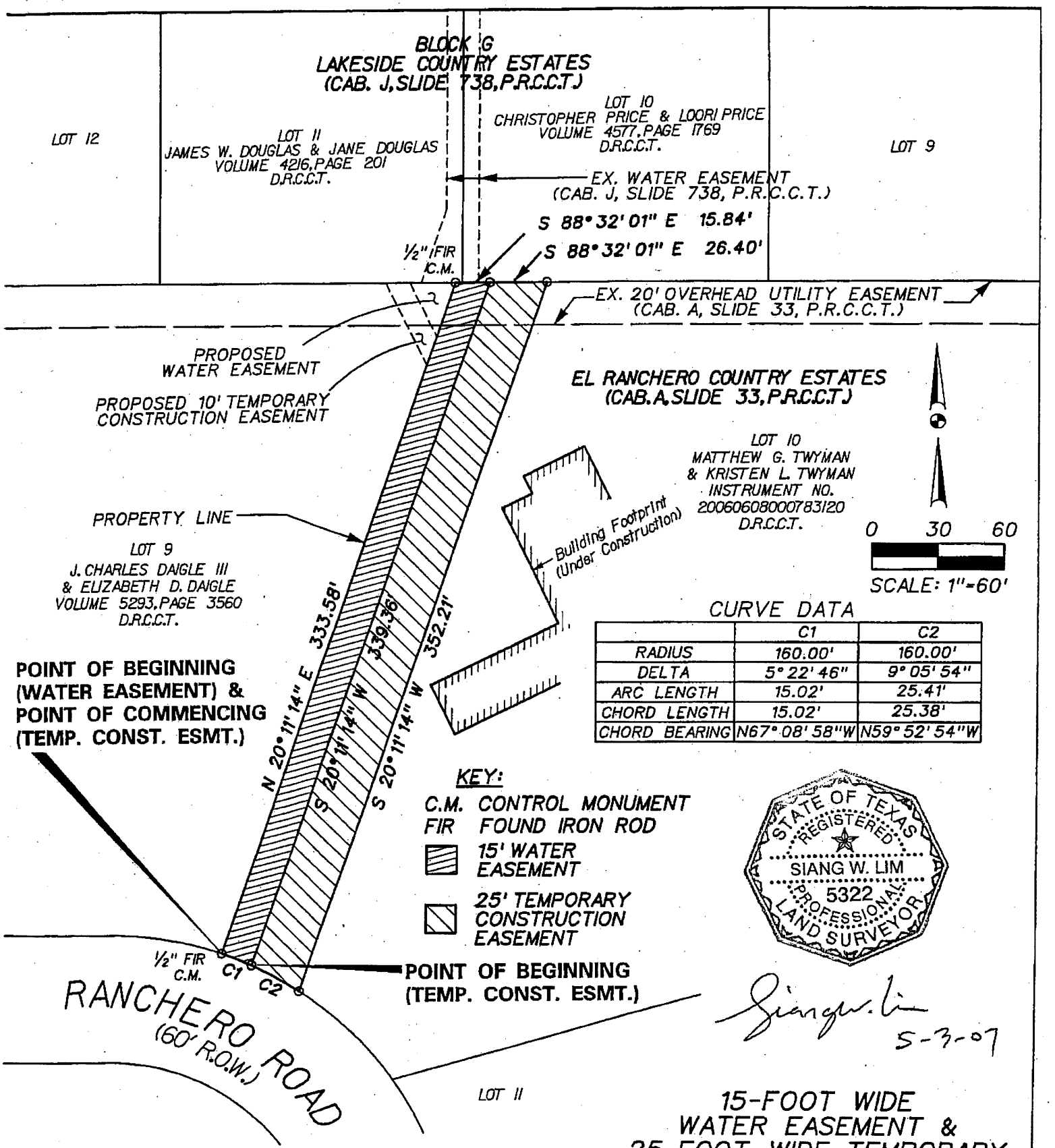
THENCE North 20 degrees 11 minutes 14 seconds East, departing said north right-of-way line of Ranchero Road, and along the common line of said Lot 9 and Lot 10, a distance of 333.58 feet to a ½-inch iron rod found for corner in the south line of Block G, Lakeside Country Estates, an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Slide 738, P.R.C.C.T., said point also being the northwesterly corner of said Lot 10 and the northeasterly corner of said Lot 9;

THENCE South 88 degrees 32 minutes 01 second East, departing the common corner of said Lot 9 and Lot 10, and along the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 15.84 feet to a point for corner;

THENCE South 20 degrees 11 minutes 14 seconds West, departing the north line of said Lot 10 and the south line of said Block G, Lakeside Country Estates, a distance of 339.36 feet to a point for corner in the north right-of-way line of said Ranchero Road, said point also being on a circular curve to the left having a radius of 160.00 feet, a central angle of 5 degrees 22 minutes 46 seconds, and whose chord bears North 67 degrees 08 minutes 58 seconds West, a distance of 15.02 feet;

THENCE Northwesterly, along said north right-of-way line of Ranchero Road and circular curve to the left, an arc distance of 15.02 feet to the POINT OF BEGINNING AND CONTAINING 5,045 square feet or 0.116 acres of land, more or less.

BASIS OF BEARING is the plat of El Ranchero Country Estates recorded in Cabinet A, Slide 33, Plat Records of Collin County, Texas.



CURVE DATA

	C1	C2
RADIUS	160.00'	160.00'
DELTA	5° 22' 46"	9° 05' 54"
ARC LENGTH	15.02'	25.41'
CHORD LENGTH	15.02'	25.38'
CHORD BEARING	N67° 08' 58" W	N59° 52' 54" W

LIM & ASSOCIATES, inc.
engineering & surveying consultants
1701 N. Market Street, Suite 405 / LB20
Dallas, Texas 75202
Tel. (214) 698-1888 • Fax (214) 698-9881

15-FOOT WIDE WATER EASEMENT & 25-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

SITUATED IN
LOT 10
EL RANCHERO COUNTRY ESTATES
CITY OF PLANO, TEXAS

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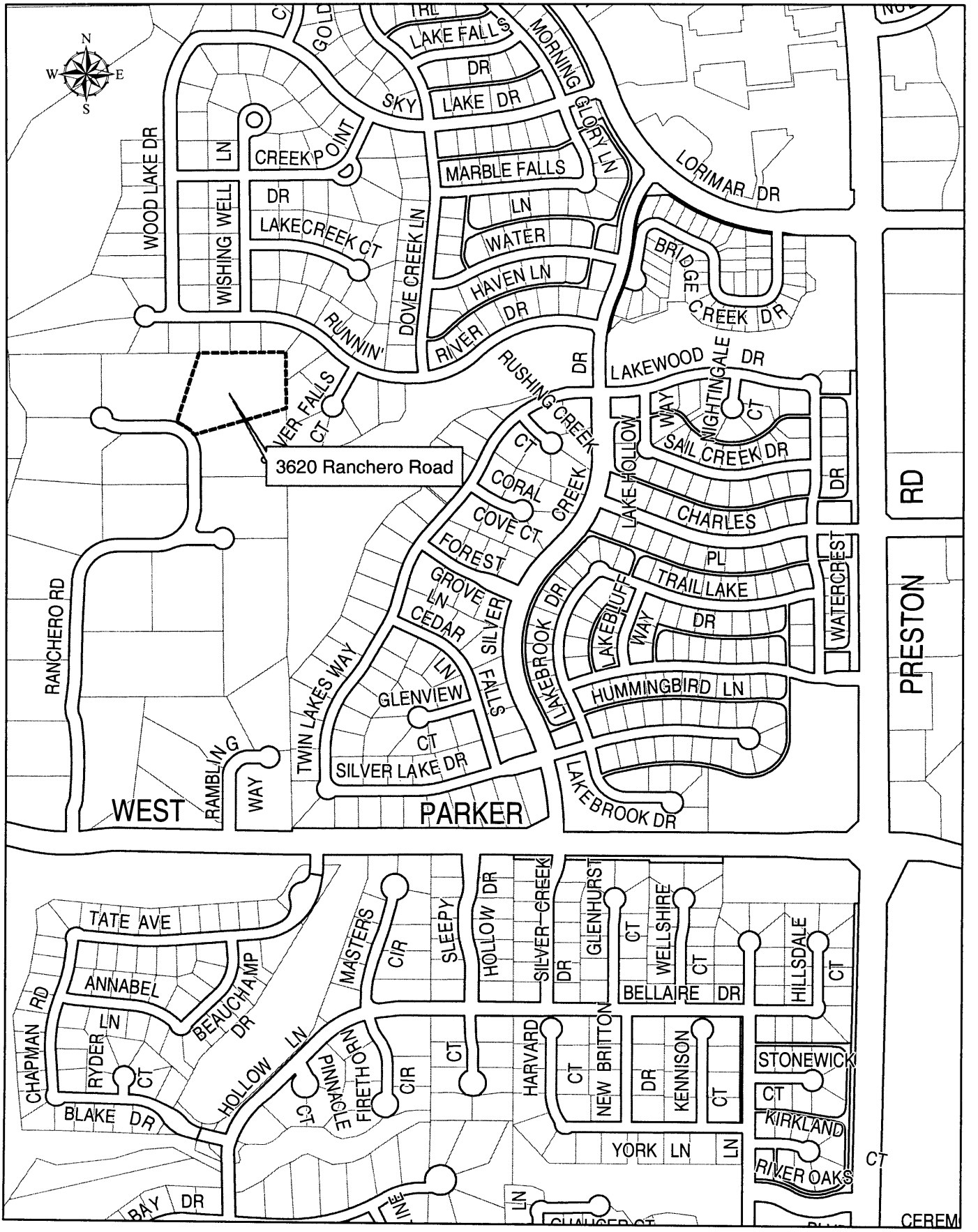
3620 RANCHERO ROAD



LOCATION MAP

06/15/07

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.J.	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John F. McGrane	City Manager		6/15/07
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND ND SATCOM, INC. A NORTH CAROLINA CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-50,000	0	**-50,000**
BALANCE	0	5,950,000	0	**5,950,000**
FUND(S):				

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $700,000 The real property is estimated to have an approximate taxable value of not less $312,000

SUMMARY OF ITEM

A request by ND SatCom, Inc., a North Carolina Corporation, for an economic development incentive for the transfer of 23 full time jobs, and the creation of 27 additional jobs.

Q1

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Economic Development Incentive Agreement	Joint Committee on Tax Abatement

Q-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND ND SATCOM, INC. A NORTH CAROLINA CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and ND SatCom Inc., a North Carolina corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager, or in his absence, an Executive Director is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the License Agreement.

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

DULY PASSED AND APPROVED this the 25th day of June 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

Q-4

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and ND SatCom, Inc. a North Carolina Corporation, (hereinafter referred to as the ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of satellite network products and services; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to maintain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to invest Three Hundred and Twelve Thousand Dollars ($312,000.00) in real property improvements by occupying 22,373 square feet of office space located at 3801 East Plano Parkway Suite 200, Plano, Texas 75074 (the "Property"), bring to the Property from outside the City Seven Hundred Thousand Dollars ($700,000.00) in personal property improvements, create or transfer 23 full time jobs from outside the City to the Property by July 1, 2007 and employ an additional 27 full time job equivalent positions by December 1, 2008; and

WHEREAS, the investment in real property improvements, the purchase of or transfer to the Property of personal property improvements, and the creation or transfer of 23 full time job equivalents at occupancy and to increase that number to a total of 50 full time job equivalent positions by December 1, 2008 to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

Q5

receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the Property or July 1, 2007, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until June 30, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

(a) Complete construction and occupancy of the "Property" on or before July 1, 2007 at a cost of not less than Three Hundred and Twelve Thousand Dollars ($312,000.00) Dollars;

(b) Bring to the Property from outside the City Seven Hundred Thousand Dollars ($700,000.00) in personal property improvements on the Property on or before July 1, 2007; and

(c) Create or transfer 23 job equivalents from locations outside the City of Plano to the Property on or before July 1, 2007 and employ an additional 27 full time job equivalent positions by December 1, 2008.

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Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant ("Grant") of Fifty Thousand Dollars ($50,000.00) to defray moving and relocation expenses from Company's current offices to the Property and the creation or transfer of 23 new full time positions from outside the City to the Property by July 1, 2007 and the additional employment of 27 full time job equivalent positions by December 1, 2008 at the Property.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III (a), (b) and the creation or transfer of 23 job equivalents as set forth in Article III (c) above.

4.03 **Refunds.** The Company's retention of the entire Grant is conditioned on Company fulfilling its obligations as set forth in Article III above for the entire term of this Agreement as set forth herein. In the event the Company allows new job equivalents at the Property to fall below the required numbers for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Dollars ($1,000.00) for each job equivalent that falls below the required numbers. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Executive Officer shall certify to the City by January 31, 2008 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment. Notwithstanding the foregoing, the maximum liability of Company to City under this Agreement for the aggregate amount of (a) refunds that may be payable by Company to City during the Term of this Agreement, and (b) any other liabilities hereunder, other than amounts due which are attributable to Company's gross negligence or willful misconduct, shall not exceed the amount of the Grant actually paid by City to Company hereunder.

Article V
Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination**. The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture**. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas

Q-8

Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company: (if before relocation)
ND SatCom, Inc.
Attention: Mr. Christopher Morris
1850 North Greenville Avenue, Suite 184
Richardson, TX 75081

If intended for the Company (if after relocation)
ND SatCom, Inc.
Attention: Mr. Christopher Morris
3801 East Plano Parkway, Suite 200
Plano, TX 75074

6.05 **Entire Agreement**. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment**. This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals**. The recitals to this Agreement are incorporated herein.

6.10 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____

By: _____

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck
CITY MANANGER

APPROVED AS TO FORM:

_____

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

ND SATCOM, INC., a North Carolina Corporation

_____

By: _____

Christopher Morris
President and CEO

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EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has completed construction and occupancy of the "Property" on or before July 1, 2007 at a cost of not less than Three Hundred and Twelve Thousand Dollars ($312,000.00) Dollars; brought to the Property from outside the City Seven Hundred Thousand Dollars ($700,000.00) in personal property improvements on the Property on or before July 1, 2007; and has hired/transferred/retained 23 full time job equivalents and is entitled to receive payment under the terms of an Economic Development Incentive Agreement dated _____.

ATTEST:

ND SATCOM, INC., a North Carolina corporation

By: _____
Name:
Title:

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

(This form is due on January 31, 2008
and the anniversary date each year thereafter
that this Agreement is in force.)

I hereby certify that, as of _____, ND SatCom, Inc. is in compliance with each applicable term as set forth in the Economic Development Incentive Agreement dated _____. The number of new, transferred or retained job equivalents maintained pursuant to Article III and Section 4.03 of the Agreement for the period ending December 31, 200__ is _____.

ATTEST:

ND SATCOM, INC., a North Carolina corporation

_____

By: _____
Christopher Morris
President and CEO

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

Q-12

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☑ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John F. McGrane	City Manager		6/11/07
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND CVE TECHNOLOGY GROUP, INC. A TEXAS CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-50,000	0	**-50,000**
BALANCE	0	5,950,000	0	**5,950,000**
FUND(S):				

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $700,000 The real property is estimated to have an approximate taxable value of not less $100,000

SUMMARY OF ITEM

A request by CVE Technology Group, Inc., a Texas Corporation, for an economic development incentive for the transfer of 96 full time jobs, and the creation of 10 additional jobs.

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CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Economic Development Incentive Agreement	Joint Committee on Tax Abatement

R-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND CVE TECHNOLOGY GROUP, INC. A TEXAS CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and CVE Technology Group Inc., a Texas corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager, or in his absence, an Executive Director is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the License Agreement.

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

DULY PASSED AND APPROVED this the 25th day of June 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and CVE Technology Group, Inc. a Texas Corporation, (hereinafter referred to as the ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of cellular refurbishment and repair services; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to maintain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to invest One Hundred Thousand Dollars ($100,000.00) in real property improvements by occupying 105,880 square feet of office space located at 3000 East Plano Parkway, Plano, Texas 75074 (the "Property"); Seven Hundred Thousand Dollars ($700,000.00) in new personal property improvements, retain or transfer 96 full time jobs from within the City to the Property by July 1, 2007 and employ an additional 10 full time job equivalent positions by December 31, 2007; and

WHEREAS, the investment in new real and personal property and the retention or transfer of 96 full time jobs at occupancy and the employment of a combined total of 106 full time equivalent positions by December 31, 2007 to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

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receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the Property or July 1, 2007, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2016, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

(a) Complete construction and occupancy of the "Property" on or before July 1, 2007 at a cost of not less than One Hundred Thousand Dollars ($100,000.00) Dollars;

(b) Invest Seven Hundred Thousand Dollars ($700,000.00) in new personal property improvements on the Property on or before July 1, 2007; and

(c) Retain or transfer 96 job equivalents from locations within the City of Plano to the Property on or before July 1, 2007 and employ an additional 10 full time job equivalent positions by December 31, 2007 for a combined total of 106 full time job equivalents.

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Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant of Fifty Thousand Dollars ($50,000.00) to defray moving and relocation expenses from Company's current offices to the Property and the retention or transfer of 96 full time positions from within the City to the Property by July 1, 2007 and the additional employment of 10 full time job equivalent positions by December 31, 2007 at the Property.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III above.

4.03 **Refunds.** In the event the Company allows retained and new job equivalents at the Property to fall below - 106 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Four Hundred Seventy Two Dollars ($472.00) for each job equivalent that falls below 106. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2008 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

Article V
Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination**. The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of

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this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture**. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company: (if before relocation)
CVE Technology Group, Inc.

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Attention: Mr. Hawk Jung
1100 Professional Drive Suite 130
Plano, TX 75074

If intended for the Company (if after relocation)
CVE Technology Group, Inc.
Attention: Mr. Hawk Jung
3000 East Plano Parkway
Plano, TX 75074

6.05 **Entire Agreement**. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment**. This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals**. The recitals to this Agreement are incorporated herein.

6.10 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise,

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shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____
Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANANGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

CVE TECHNOLOGY GROUP, INC., a Texas Corporation

_____

By: _____
Hawk Jung
Vice President

R-10

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

CVE TECHNOLOGY GROUP, INC a Texas Corporation

By: _____
Name: Hawk Jung
Title:

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. The term of this Agreement is _____, 200__ through _____, 200__. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section _____ of the Agreement. This form is due on _____ of each year this Agreement is in force.

ATTEST:

CVE TECHNOLOGY GROUP, INC a Texas corporation

_____

By: _____
Hawk Jung
Vice President

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/2007**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		5/30/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND TEXAKOMA OPERATING, L.P., A TEXAS LIMITED PARTNERSHIP TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-50,000	0	**-50,000**
BALANCE	0	**5,950,000**	0	**5,950,000**

FUND(S):

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $300,000 The real property is estimated to have an approximate taxable value of not less $400,000

SUMMARY OF ITEM

A request by Texakoma Operating, L.P., a Texas Limited Partnership for an economic development incentive for the creation of 48 full time jobs.

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

REV 08/98

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CITY OF PLANO
COUNCIL AGENDA ITEM

Economic Development Incentive Agreement	Joint Committee on Tax Abatement

REV 08/98

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND TEXAKOMA OPERATING, L.P., A TEXAS LIMITED PARTNERSHIP TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Texakoma Operating, L.P. a Texas Limited Partnership to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager, or in his absence, an Executive Director is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the License Agreement.

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

DULY PASSED AND APPROVED this the 25th day of June 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

M:\Worduser\Agreements\380 Agreements\Texakoma Operationg, LP\Texakoma 380Resolution.doc

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ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Texakoma Operating, L.P., a Texas Limited Partnership, (hereinafter referred to as the ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of exploration, development and operation of oil and gas assets; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to maintain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to invest Three Hundred Thousand Dollars ($300,000.00) in real property improvements by occupying 12,959 square feet of office space located at 5601 Granite Parkway Suite 600, Plano, Texas 75024 (the "Property"); add Four Hundred Thousand Dollars ($400,000.00) in new personal property improvements, and create or transfer 48 full time jobs from outside the City to the Property; and

WHEREAS, the investment in new real and personal property and the transfer of 48 full time jobs to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the Property or August 1, 2007, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until August 1, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

(a) Complete construction of improvements to and occupancy of the "Property" on or before January 1, 2008 at a cost of not less than Three Hundred Thousand Dollars ($300,000);

(b) Invest Four Hundred Thousand Dollars ($400,000.00) in new personal property improvements at the Property on or before January 1, 2008; and

(c) Create or transfer 48 job equivalents from locations outside the City of Plano to the Property on or before January 1, 2008.

Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant of Fifty Thousand Dollars ($50,000.00) for relocation expenses and the creation of 48 full time jobs from Company's current offices to the Property by January 1, 2008.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III above.

4.03 **Refunds.** In the event the Company allows new job equivalents at the Property to fall below 48 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Forty One Dollars ($1,041.00) for each job equivalent that falls below 48. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2008 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

Article V
Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such thirty (30) day period shall be extended if the default of a nature that cannot reasonably be cured within such thirty (30) day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination**. The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI

Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture**. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company (if before the relocation):
Texakoma Operating, L.P.
Attention: Mr. Scott Kennedy
One Lincoln Centre
5400 LBJ Freeway, Suite 500
Dallas, Texas 75240

If intended for the Company (if after the relocation):

Texakoma Operating, L.P.
Attention: Mr. Scott Kennedy
5601Granit Parkway, Suite 600
Plano, Texas 75024

6.05 **Entire Agreement**. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment**. This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals**. The recitals to this Agreement are incorporated herein.

6.10 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party

requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____
Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck, CITY MANANGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

TEXAKOMA OPERATING L.P., a Texas Limited Partnership

_____

BY: _____
Scott Kennedy
Vice President

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EXHIBIT "A"
CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

COMPANY, a _____ Corporation

By: _____
Name:
Title:

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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EXHIBIT "B"

CERTIFICATE OF COMPLIANCE

I hereby certify that _____ is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. The term of this Agreement is _____, 200__ through _____, 200__. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 2000__ is _____. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section IV of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

COMPANY, a _____ corporation

By: _____
Name:
Title:

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6-12-07
Dept Signature:	Don Wendell	City Manager		6/12/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving a modification to a lease agreement by and between the City of Plano, Texas and Plano Sports Authority, Inc.; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	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: STRATEGIC PLAN GOAL: This item relates to the City's goal of "Premier City in Which to Live."

SUMMARY OF ITEM

An agreement to lease a portion of Enfield Park to Plano Sport Authority, Inc. (PSA) was approved by City Council on November 14, 2005. The size and scope of the multi-use facility to be constructed on the site has been revised by PSA. The revised facility will be approximately 75,000 square feet, which is one half the size of the original facility. The original facility plans included an ice rink, martial arts area, and significant administrative space. Also, a 300 car parking lot to be constructed at the northwest corner of Enfield Park, was formerly required due to the size of the original facility. Consequently, sections and exhibits in the agreement related to facility construction and parking requirements have been revised. The section requiring PSA to improve Plano Independent School District stadium property to accommodate 550 new parking spaces remains intact. PSA will also construct additional parking adjacent to the building. The revised facility includes eight basketball/volleyball courts, one multi-purpose indoor turf area, concession area, restrooms, storage, and limited office space. Construction of the facility is scheduled to begin in fall 2007.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Resolution First Modification of Lease	Other Departments, Boards, Commissions or Agencies

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REV 08/98

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A MODIFICATION TO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND PLANO SPORTS AUTHORITY, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a lease agreement by and between the City of Plano and Plano Sports Authority, Inc. for a certain area and improvements thereon, either currently existing or to be constructed, located within Enfield Park, Plano, Collin County, Texas on November 14, 2005 by Resolution No. 2005-11-12(R); and

WHEREAS, the City Council has been presented a proposed modification of the lease agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Modification"); and

WHEREAS, upon full review and consideration of the Modification, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, shall be authorized to execute the Modification 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 Modification, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. All other terms and conditions of the Lease shall remain unchanged and shall remain in full force and effect.

Section III. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Modification, substantially according to the terms and conditions set forth above.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS	§	**First Modification of Lease**
	§	**By and Between City of Plano and**
	§	**Plano Sports Authority, Inc.**
	§	
COUNTY OF _____	§	

THIS FIRST MODIFICATION OF a Lease Agreement (hereinafter "First Modification") is made and entered into on this the _____ day of _____, 2007 by and between **PLANO SPORTS AUTHORITY, INC.** (hereinafter "PSA") Plano, Texas, and the **CITY OF PLANO, TEXAS,** a home rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

W I T N E S S E T H:

WHEREAS, City and PSA entered into a Lease Agreement on November 21, 2005 (hereinafter "Agreement") for certain area and improvements thereon, either currently existing or to be constructed, located within Enfield Park; and

WHEREAS, City and PSA desire to further amend such Agreement in certain respects as set forth herein in this First Modification, including new Exhibits A, B and C.

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

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section 6.01. Construction of Improvements of Article VI. Improvements of the Lease Agreement is hereby modified to read in its entirety as follows:

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"VI.
IMPROVEMENTS

Section 6.01. CONSTRUCTION OF IMPROVEMENTS. LESSEE intends to, and shall have the right to commence construction of the Improvements to Leased Premises, as described on **Exhibit "A"** and **Exhibit "B"** within the thirty-six (36) months following the Effective Date of this Lease, which shall be constructed and completed within the following parameters within a reasonable period of time thereafter, subject to force majure:

(a) Plans and specifications for the Improvements shall be prepared by state-licensed architects or engineers and shall comply with all applicable federal, state or municipal laws, ordinances, rules, regulations and requirements;

(b) Plans and specifications for the Improvements shall be submitted to the LESSOR's Director of Parks and Recreation (hereinafter referred to as the "Director") or his designee, and no construction shall begin on such Improvements until said plans and specifications are approved by the Director or his designee, which approval shall not be unreasonably withheld or delayed, so long as the design and appearance of such improvements are compatible with the park and surrounding environment in which the Leased Premises are located;

(c) Prior to commencement of construction, LESSEE shall furnish to LESSOR evidence that it has secured commitments from third parties to fund not less than thirty three percent (33%) of the budgeted construction costs for the Improvements. The balance of the funding requirements may be provided by bank financing encumbering LESSEE's leasehold estate and to the extent received, commitments for future funding of contributions by third parties in respect to the funding of the construction costs. Attached hereto as **Exhibit "C"** and made a part hereof for all purposes is a preliminary budget setting forth estimated construction costs for the improvements. The amounts set forth therein are preliminary in nature; however, LESSEE does not anticipate that the amounts allocated on a line item basis for grounds, buildings and equipment will be reduced by more than five percent (5%) of the amount shown.

(d) LESSEE shall construct 550 parking spaces south of Seabrook Drive on Plano Independent School District (PISD) property in accordance with the PISD License Agreement attached hereto

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as **Exhibit "D."** The PISD parking may be constructed at anytime (subject to the agreement with PISD) but must be completed prior to the opening of the Improvements to the public. The building entrance shall face south to encourage PSA users to utilize PISD parking. LESSEE shall provide improvements to facilitate safe pedestrian access across Seabrook Drive.

(e) LESSEE shall construct as many additional parking spaces as is feasible adjacent to the building at no cost to LESSOR. Parking, circulation, and related site improvements shall be compatible with the existing improvements in Enfield Park. Said parking spaces are intended for use by PSA users, but LESSEE shall not have exclusive use of the new parking spaces.

(f) The additional parking spaces within Enfield Park adjacent to the building shall be constructed prior to the commencement of the building construction in order to provide a construction staging area. The intent of this section is to preserve the use of existing parking spaces for park users during construction. The entire construction area, including the additional parking spaces/staging area, shall be fenced off from existing park improvements until construction is complete.

(g) LESSEE shall, at its expense, make arrangements for the installation or connection of whatever utilities it may desire or need in connection with the use of Improvements or additions made by the LESSEE to the Leased Premises. LESSEE acknowledges that LESSOR is not responsible for providing utility service to LESSEE. Any construction performed by LESSEE within any utility easement area must meet utility company and City of Plano criteria for design and construction in such easement area. Any and all connections to water and sewer lines must occur at the existing utility connection points, unless otherwise agreed to in writing by LESSOR. LESSOR will allow new easements as required for the Improvements contemplated by this Lease, subject to any local, state, and federal requirements to grant such easements. All costs incurred with any relocation of existing utility lines or facilities or installation of additional utility lines or facilities shall be entirely at LESSEE's expense whether on or off the Leased Premises. LESSEE shall also provide LESSOR legal descriptions for any required utility easements;

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(h) LESSEE shall require its general contractor to furnish a bond by surety companies authorized to do business in the State of Texas, which bond shall be in the amount of the construction contract and shall contain the form as is customarily required by LESSOR in projects constructed on LESSOR's properties on a nature to the Improvements. LESSEE shall secure a payment and performance bond from its general contractor in the full amount of the budgeted costs of construction.

(i) LESSEE shall require the following language in all construction contracts for any improvements:

"CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF PLANO AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF PLANO FROM ANY AND ALL SUCH CLAIMS AND DEMANDS, SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF PLANO, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY OF PLANO FROM THE CONSEQUENCES OF THE CITY OF PLANO'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. IN ANY AND ALL CLAIMS AGAINST ANY PARTY

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INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKERS' COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS."

(j) LESSEE shall require the Contractors who are to perform the improvements to furnish insurance in such amounts as specified below and include in all construction contracts for the improvements the following language:

(1) Prior to commencement of any activity permitted on City of Plano's property, Contractor shall purchase and maintain during the term of this Lease, at its own expense, hereinafter stipulated minimum insurance satisfactory to the City of Plano's Risk Manager. Contractor shall not allow any subcontractor to commence work until all similar insurance of the subcontractor has been obtained. All insurance policies provided under this Lease shall be written on an "occurrence" basis.
Workers' Compensation, statutory, as required by law, and Employer's Liability Insurance of not less than **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** for each accident, **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** disease for each employee, **FIVE HUNDRED THOUSAND DOLLARS ($500,000.00)** disease as policy limit.

(2) Commercial General Liability Insurance, including Independent Contractor's Liability, Products/Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Lease, fully insuring Contractor's liability for injury to or death of employees of the City of Plano and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of ONE MILLION DOLLARS ($1,000,000.00) per occurrence.

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(3) Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of ONE MILLION DOLLARS ($1,000,000.00).

(4) "Umbrella" Excess Liability Insurance, insuring the Contractor for an amount not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required herein above.

(5) Builder's Risk. The LESSEE shall purchase a completed value builder's risk policy for the duration of this project.

(6) It is agreed by all parties to this Lease that the LESSEE shall require the Contractors who obtain and provide insurance required under this Lease to:

(a) Be written with the City of Plano as an additional insured on all applicable policies. City of Plano is self-insured and this self-insurance program shall not be deemed or considered "other insurance".

(b) Provide for thirty (30) days notice of cancellation to the City of Plano, for nonpayment of premium, material change or any other cause.

(c) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Plano, it being the intention that the required insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

(d) Provide a Certificate of Insurance evidencing the required coverages to:

City of Plano
Attention: Risk Manager
Post Office Box 860358
Plano, Texas 75086-0358

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The Certificate of Insurance required under this provision shall be provided to the City of Plano before commencement of any construction by LESSE's contractors and subcontractors and proof of the required insurance under this section shall be a condition of any issuance of building permits by the City of Plano. Any permits erroneously issued without proof of insurance will be immediately revoked.

(k) Any permanent improvement may bear the name and/or logo of Plano Sports Authority, Inc. The advertising of major corporate sponsors on the Leased Premises is prohibited without the prior approval of the LESSOR.

(l) LESSEE shall require its general contractor to furnish a payment bond and a performance bond by surety companies authorized to do business in the State of Texas, which bonds shall be in the amount of the construction contract. LESSEE shall obtain a rider for each bond so that LESSOR shall be named as an additional oblige as LESSOR's interests may appear pursuant to the Lease Agreement. The purpose of such bonds is to insure that construction of the facility is completed and that all bills for material and labor are paid in full upon completion of construction with no cost to the City. LESSEE shall secure a payment and performance bond from its general contractor in the full amount of the budgeted costs of construction."

N WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

PLANO SPORTS AUTHORITY, INC.

By: _____
Name: _____
Title: _____
Address: _____
_____

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CITY OF PLANO, TEXAS

By:_____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007 by _____, _____ of the **PLANO SPORTS AUTHORITY, INC.**, a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ 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"
Description of Leased Premises

The Enfield Site contains 4.5 acres (the "City Land") located within Enfield Park, Plano, Texas, at the southeast corner of Enfield Park and which fronts Seabrook Drive as its southern boundary, and Stadium Drive on the eastern boundary.

Description:

- 75,000 square foot multi-sports complex
- 8 basketball / volleyball courts with wood or synthetic floor
- 1 Multi-use turf area
- Administrative offices; concession stand; dining area; restrooms; storage areas

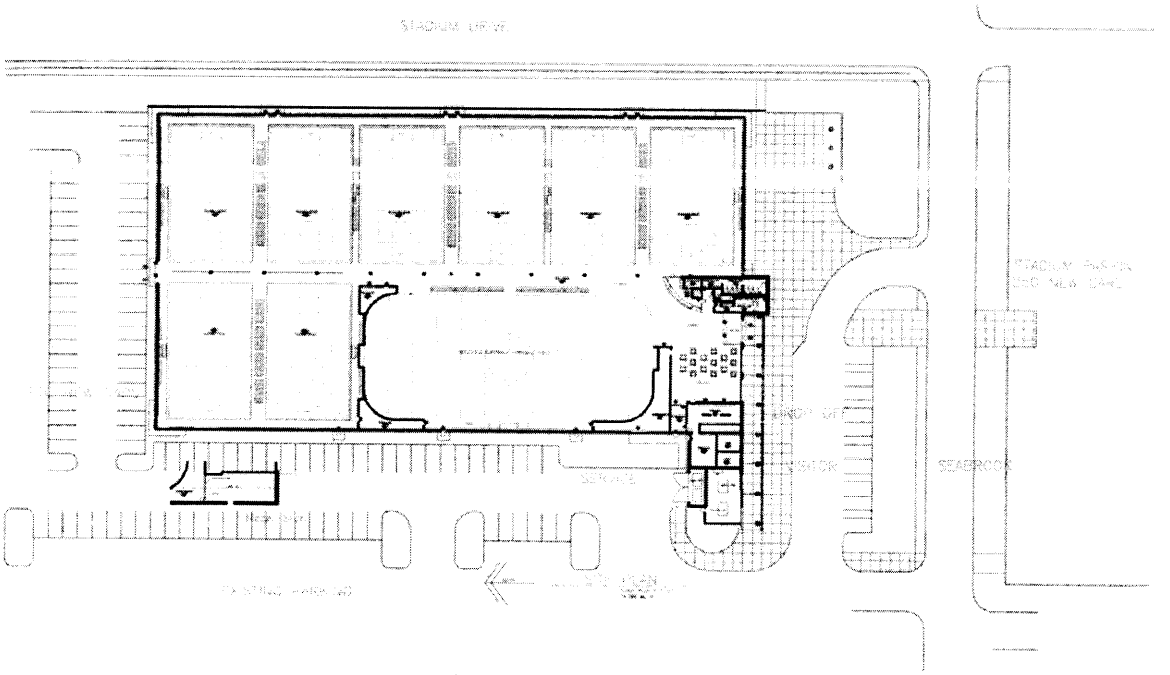

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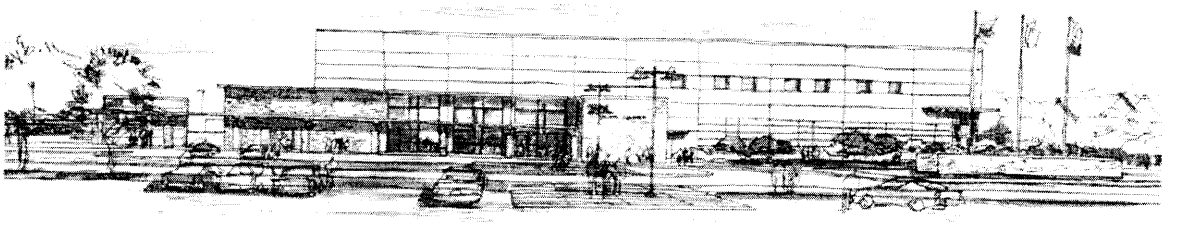
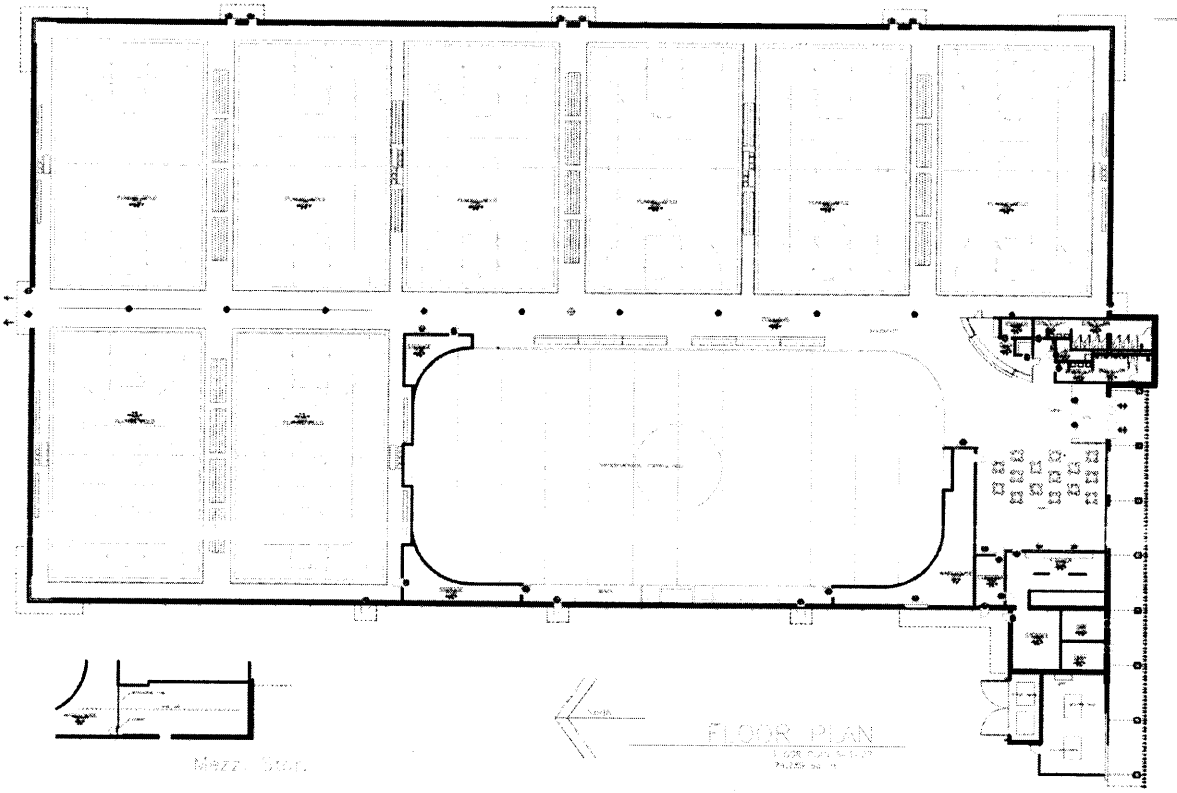
Exhibit "B"
Description of Construction

The proposed multi-purpose indoor athletic facility will be constructed of concrete structural load bearing walls that will house the entire structure. Durable long life materials will be used on all interior finishes to reduce maintenance. Paint will be used on the concrete load bearing walls, along with relief texture design and windows for human scale.

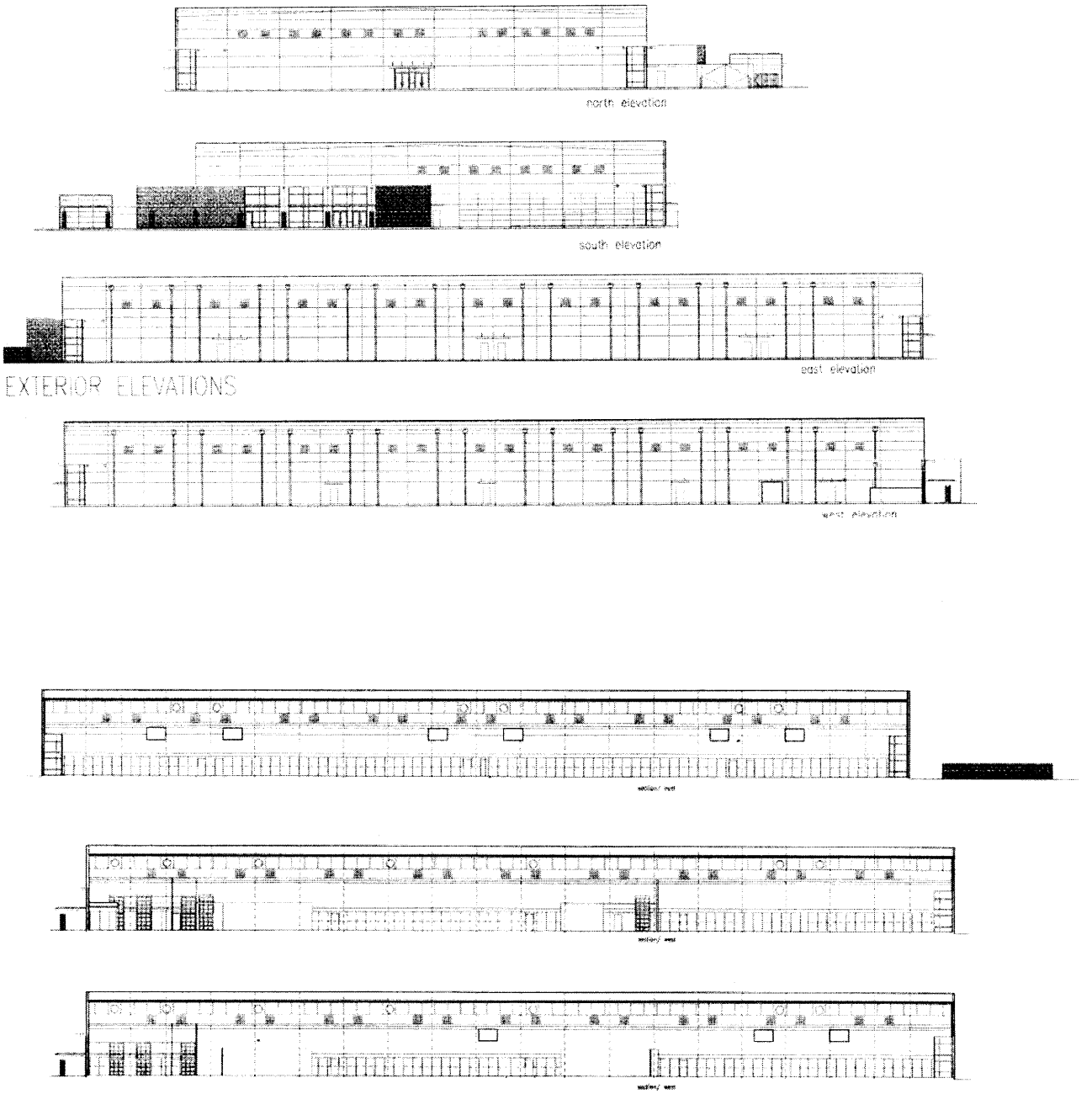
PSA will construct as many parking spaces adjacent to the facility as possible at the southeast corner of Enfield Park at no cost to the City. Parking will be constructed according to City of Plano standards. This additional parking will be constructed prior to the commencement of the construction of the multi-purpose indoor athletic facility to be used for lay-down space during construction and minimize disruption to existing park site users.



F-14



T-15


north elevation
south elevation
east elevation
EXTERIOR ELEVATIONS
west elevation

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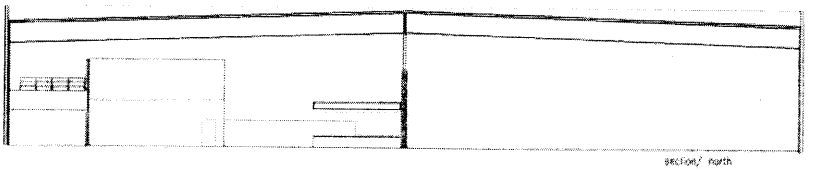
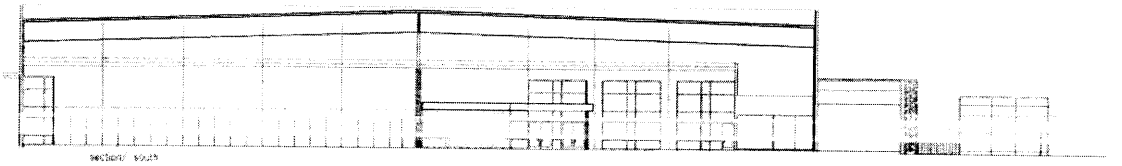
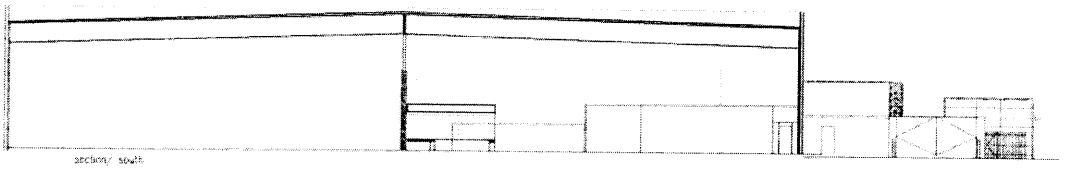

section/ north


section/ south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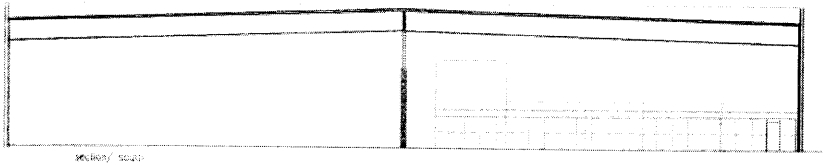
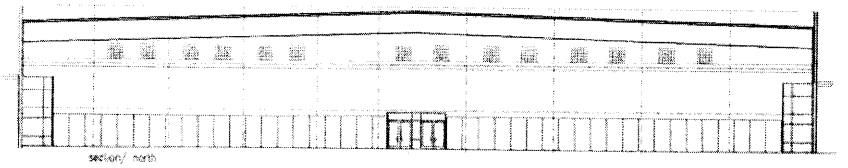

section/ south


section/ north

T-17

Exhibit "C"
Estimated Construction Costs

ESTIMATE SUMMARY			ESTIMATE NO. 2 (5/07)			
					UNIT	TOTAL
Division	No.	Description	QTY	UNIT	COST	COST
Estimate Amount						
	1	SITEWORK	148,751	SF	5.83	$867,218
	2	BUILDING	74,289	SF	81.00	$6,017,409
Subtotal Estimate Amount			74,289	SF	81.00	$6,017,409
	1	GENERAL CONDITIONS			5.00%	$300,870
	2	LIABILITY/BUILDER'S RISK INSURANCE			1.03%	$61,979
	3	PAYMENT & PERFORMANCE BOND			0.80%	$48,139
	4	CONSTRUCTION MANAGEMENT FEE			3.65%	$219,635
	5	CONSTRUCTION CONTINGENCY			3.00%	$180,522
Total Estimate Amount			74,289	SF	$91.92	**$6,828,554**

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ESTIMATE SUMMARY			ESTIMATE NO. 2 (5/07)			
					UNIT	TOTAL
Division	No.	Description	QTY	UNIT	COST	COST
Estimate Amount						
	1	SITEWORK	148,751	SF	5.83	$862,790
	2	BUILDING	74,289	SF	80.52	$5,980,284
Subtotal Estimate Amount			74,289	SF	81	$5,980,289
	1	GENERAL CONDITIONS			5.00%	299,152
	2	LIABILITY/BUILDER'S RISK INSURANCE			1.03%	60,862
	3	PAYMENT & PERFORMANCE BOND			0.80%	47,842
	4	CONSTRUCTION MANAGEMENT FEE			3.65%	218,279
	5	CONSTRUCTION CONTINGENCY			3.00%	179,467
Total Estimate Amount			74,289	SF	91.34%	**$6,780,558**

T-19

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		6-12-07
Dept Signature:	Don Wendell	City Manager		6/12/07
Agenda Coordinator (include phone #):	**Susan Berger (7255)**			

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

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a quote by and between the City of Plano and Diversified Metal Fabricators, Inc., a sole source provider of bleachers with vinyl coated steel seats and vinyl coated seat backs; authorizing its execution by the City Manager or his designee; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	175,354	0	**175,354**
Encumbered/Expended Amount	0	-68,749	0	**-68,749**
This Item	0	-37,276	0	**-37,276**
BALANCE	0	69,329	0	**69,329**

FUND(S): **GENERAL**

COMMENTS: This item approves price quotes. Expenditures will be made in Athletics Fields Maintenance within the approved budget appropriations. The estimated annual amount is $37,276.

STRATEGIC PLAN GOAL: Equipment replacement relates to the City's Goals of "Service Excellence" and "Premier City in Which to Live."

SUMMARY OF ITEM

Staff recommends approval of Diversified Metal Fabricators, Inc. as a sole source provider for the purchase of vinyl coated bleachers in the amount of $37,276. This type of bleacher has proven to be more durable due to the material and weight of the bleacher. This bleacher also includes a back rest on the top row, which makes it safer and has received excellent reviews from users.

These bleachers will be used as part of the current improvement project at Enfield Park. By purchasing the bleachers the City will save the standard 10% contractor mark up, a savings of $3,700.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Resolution Diversified Metal Fabricators, Inc. Quote	Other Departments, Boards, Commissions or Agencies

U-2

REV 08/98

DIVERSIFIED METAL FABRICATORS, INC.

Specializing in Vinyl Coated Steel Recreational Furniture and Bleachers

P.O. Box 479 1500 S. 169 Hwy. Smithville, MO 64089

1-800-356-7248 816-532-0352

Fax: 816-532-3982 http://www.DMFInc.com email: dmfi@gvi.net

To Whom It May Concern,

Diversified Metal Fabricators, Inc. is the sole manufacturing source for bleachers that have Vinyl Coated Steel Seats. Our part # 315 was specifically designed with Vinyl Coated Steel Seats and Vinyl Coated Seat Back on the back row for Long Life, Low Maintenance and Superior Spectator Comfort. We have been manufacturing bleachers with Vinyl Coated Seats for over 20 years.

Sincerely,

Terry W. Beldo CEO

U3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A QUOTE BY AND BETWEEN THE CITY OF PLANO AND DIVERSIFIED METAL FABRICATORS, INC., THE SOLE SOURCE PROVIDER OF BLEACHERS WITH VINYL COATED STEEL SEATS AND VINYL COATED SEAT BACKS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks Department of the City of Plano utilizes bleachers manufactured by Diversified Metal Fabricators, Inc.; and

WHEREAS, Diversified Metal Fabricators, Inc. is the sole source provider of vinyl coated steel bleachers utilized at various park facilities; and

WHEREAS, the City Council has been presented a proposed Quote between the City of Plano and Diversified Metal Fabricators, Inc. for bleachers with vinyl coated steel seats and vinyl coated seat backs, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Quote"); and,

WHEREAS, upon full review and consideration of the Quote and all matters attendant and related thereto, the City Council is of the opinion that the Quote should be approved, and that the City Manager or his designee shall be authorized to execute any and all documents necessary to purchase the bleachers on behalf of the City of Plano.

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

Section I. The City Council hereby finds and determines that Diversified Metal Fabricators, Inc. is the sole source provider for the vinyl coated steel bleachers and, thus, the purchase of such vinyl coated steel bleachers is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7).*

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Quote.

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

DULY PASSED AND APPROVED this _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

Diversified Metal Fabricators

1500 S. 169 Hwy
Smithville, Mo 64089

PHONE: (816) 532-0352
FAX: (816) 532-3982
Web Site: DMFInc.com

Quote No.: 25084

Customer No.: TXMPLANOC001

EXPIRATION DATE: 07/02/07

Quote To: **CITY OF PLANO**
ACCOUNTS PAYABLE
PLANO, TX 75023

Ship To: **CITY OF PLANO**
MAINT. FACILITY
6500 ROUND ROCK
PLANO, TX 75023

PHONE: (972) 941-7265 FAX: (972) 461-6839

Date	Ship Via	F.O.B.	Terms
04/03/07		Origin	NET 30

Purchase Order Number	Sales Person	
	GENEVA	

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
16			327	3 ROW 27' W/O GUARDRAIL UNASSEMBLED / VINYL _____ GALV FRAMES & FOOTBOARDS W/ BACK'S	2211.00	35376.00

Quote subtotal	35376.00
Freight charges	1900.00
Quote total	37276.00

APPROVED BY: _____ ***DATE:*** _____

FREIGHT QUOTE DOES NOT INCLUDE ARRIVAL NOTIFICATION, UNLOADING OR LIFT GATE SERVICE.

Thank You

INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A LATE CHARGE OF 1.5% PER MONTH (18% PER YEAR).
MINIMUM FINANCE CHARGE OF $5.00.

U-6

1500 S 169 HIGHWAY
SMITHVILLE, MO 64089
Phone: 800-356-7248
Fax: 816-532-3982

Diversified Metal Fabricators

Fax

To:	KEVIN	**From:**	GENEVA NIEMI
Fax:	972-941-7118	**Date:**	4/3/07
Phone:		**Pages:**	
Re:	QUOTE	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

THANK YOU FOR YOUR INQUIRY REGARDING OUR PRODUCTS. WE LOOK FORWARD TO THE OPPORTUNITY TO DO BUSINESS WITH YOU AND YOUR COMPANY.

IN ORDER FOR US TO PROCESS YOUR ORDER PLEASE RETURN THIS QUOTE WITH APPROVAL SIGNATURE BY FAX OR MAIL. YOU MAY SEND A PURCHASE ORDER IF YOU PREFER.

CREDIT TERMS ARE AVAILABLE TO MUNICIPALITIES, GOVERNMENT AGENCIES AND SCHOOL SYSTEMS. ALL OTHER ORDERS REQUIRE PAYMENT IN FULL TO PROCESS.

OUR CURRENT LEAD TIME IS 5 TO 7 WEEKS.

PLEASE INDICATE YOUR CHOICE OF FRAME AND VINYL COLOR ("NOTE, WE NO LONGER OFFER YELLOW VINYL"), AND YOUR BILLING AND SHIPPING INFORMATION ON YOUR ORDER.

PLEASE LET ME KNOW IF I CAN BE OF FURTHER ASSISTANCE.

CUSTOMER IS RESPONSIBLE FOR UNLOADING THE FREIGHT TRUCK, ASSEMBLY AND INSTALLATION OF PRODUCT.

U-7

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	DW	6.12.07
Dept Signature:	Don Wendell	City Manager		6/12/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual supply contract by and between the City of Plano and Interspec LLC, the sole source provider of the MIR centralized irrigation control system, authorizing its execution by the City Manager or his designee; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	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): CAPITAL RESERVE & GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made in the Capital Reserve Fund and Park Field Services Department within approved budget appropriations. The estimated annual amount is $100,000.

STRATEGIC PLAN GOAL: Irrigation control parts relate to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

Staff recommends approval and award of MIR Centralized Irrigation Control Annual Supply Contract in an estimated annual amount of $100,000 to Interspec LLC. Interspec LLC shall be the sole source vendor for this contract.

This quote lists all anticipated items to be used in the support of the centralized irrigation control system. This support shall remain in place for the duration of this contract.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution Contract Pricing	

SeaCon INTERNATIONAL

MOTOROLA
Master Distributor

Date: December 15, 2006

To Whom It May Concern

Re: InterSpec, LLC

SeaCon International, Inc. is the exclusive North American Master Distributor for Motorola Irrigation Products. All Motorola Irrigation Products are sold by SeaCon through Motorola Irrigation Value Added Resellers (VARs). During the last decade, Motorola has been heavily involved in building a new enhanced Value Added Reseller distribution channel to better serve the irrigation end users. During this journey, many of the advancements could not have been achieved without the dedication and support of InterSpec, LLC. InterSpec is the only licensed Motorola Value Added Reseller of Motorola Irrigation products in the states of Texas, Oklahoma, New Mexico, Colorado, Utah, Wyoming and Kansas since 1995. During this time, InterSpec is one of our highest performing VARs in the United States and is the top rated VAR not only in Texas, but the entire West.

The relationship with InterSpec and SeaCon has been mutually beneficial from both a technological and economic standpoint. InterSpec operates under a professional business ethic and very high standard of quality, backed by a resolute commitment to customer service. Because of these qualities, SeaCon and Motorola favor doing business with InterSpec. On behalf of SeaCon and Motorola, I would like to submit that InterSpec, LLC is highly capable in designing, deploying, and servicing installations of Motorola Irrigation equipment. I am convinced that they are uniquely qualified to provide unsurpassed irrigation systems in their area of operation.

Should you have any questions, please call me at your convenience (863.913.1150) or email me at tbb@seacontrol.net

Respectfully submitted,

Todd B. Bredbenner, P.E.
President

V-2

P.O. Box 349
502 C.R. 640 E.
Mulberry, FL 33860

863.913.1150
863.428.8036 Fax
866.541.0929 Toll Free

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ANNUAL SUPPLY CONTRACT BY AND BETWEEN THE CITY OF PLANO AND INTERSPEC LLC THE SOLE SOURCE PROVIDER OF THE MIR CENTRALIZED IRRIGATION CONTROL SYSTEM, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks Department of the City of Plano utilizes the MIR Centralized Irrigation Control System developed by Interspec LLC; and

WHEREAS, Interspec LLC is the sole source provider of specialized components and products for the MIR Centralized Irrigation Control System utilized at various Parks facilities; and

WHEREAS, the City Council has been presented a proposed Annual Supply Contract between the City of Plano and Interspec LLC for the MIR Centralized Irrigation Control System, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The City Council hereby finds and determines that Interspec LLC is the sole source provider of the specialized components and products for the MIR Centralized Irrigation Control System and, thus, the purchase of specialized components and products for the MIR Centralized Irrigation Control System is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7).*

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

City of Plano Parks and Recreation

MIR Central Irrigation Control

Contract Option Unit Pricing

Annual Contract

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CITY OF PLANO PARKS DEPARTMENT

MIR CENTRALIZED IRRIGATION CONTROL ANNUAL SUPPLY CONTRACT

BID SPECIFICATIONS

INTENT - The intent of this document is to establish a City of Plano Parks Department MIR Centralized Irrigation Control System supply contract.

BACKGROUND - The City of Plano continues to make advancements in integrated centralized irrigation control and operation. The operation of this system requires the purchase and use of specialized components and products as listed herein. The City of Plano is committed to integrated use of technology to better manage and control its irrigation investments city-wide.

DESCRIPTION - The items listed for pricing are primary components of the MIR Centralized Irrigation Control System.

USAGE - Due to unpredictability of actual needs, quantities are estimated but in no way guaranteed. Submitted pricing shall not depend on number of units purchased.

DURATION - This shall be an annual contract with (3) one year renewals.

ESTIMATED ANNUAL EXPENDITURE - Estimated annual expenditures for this contract: (*$100,000.00*) One Hundred Thousand Dollars.

STATEMENT OF REQUIREMENTS – In the operation, maintenance and repair of the Centralized Irrigation Control System, it is necessary to use exact parts and supplies as named in this document. Submissions for use of substitutions, retro-fits and modifications will not be considered for this bid. Compatibility is essential for the system to remain operable. Parts must remain consistent as specified.

STATEMENT OF INCLUSIONS – In no way does this document claim to list all parts that make up the complete MIR Centralized Irrigation Control System. However, it does include all main components along with other key devices used to add to and make repairs to the existing infrastructure.

THE FOLLOWING ITEMS TO BE INCLUDED IN THIS CONTRACT BY VENDOR AT NO CHARGE:

ANNUAL PHONE SUPPORT

Vendor to supply 24-hour phone support on the MIR Irrigation Centralized Control System for the term of this contract.

FIELD SUPPORT

Vendor shall provide up to 25 hours per year of on-site support for the MIR Irrigation Centralized Control System.

All support shall be provided by a Certified Motorola Irrigation reseller.

THIS BID FORM MUST BE THE LAST PAGES OF YOUR ORIGINAL BID AND COPY!

City of Plano

MIR CENTRAL IRRIGATION CONTROL ANNUAL SUPPLY CONTRACT

Bid Option Price List

Vendor Stk #	Item Description	Updated Price
IS-S1D-RN-S0	8 Sta. DC Scorpio	2,994.00
IS-S2D-RN-S0	16 Sta. DC Scorpio	3,218.00
IS-S1A-RN-SS	8 Sta. AC Scorpio	2,967.00
IS-S2A-RN-SS	16 Sta. AC Scorpio	3,329.00
IS-S3A-RN-SS	24 Sta. AC Scorpio	4,968.00
IS-S4A-RN-SS	32 Sta. AC Scorpio	5,700.00
IS-S5A-RU-SS	40 Sta AC Scorpio	6,033.00
IS-S6A-RU-SS	48 Sta AC Scorpio	6,937.00
IS-C1A-RN-SS	12 Sta. Irricom w/Radio, Pedestal w/Surge	2,784.00
IS-C2A-RN-SS	24 Sta. Irricom w/Radio, Pedestal w/Surge	3,531.00
IS-C3A-RN-SS	36 Sta. Irricom w/Radio, Pedestal w/Surge	5,185.00
IS-C4A-RN-SS	48 Sta. Irricom w/Radio, Pedestal w/Surge	5,804.00
IS-C1D-RN-SS	12 Sta. Irricom w/Radio, Pedestal w/Solar	2,865.00
IS-C2D-RN-SS	24 Sta. Irricom w/Radio, Pedestal w/Solar	3,254.00
IS-M1A-T8N-CN-SS	Irrinet XM 16 Station	9,675.00
IS-M2A-T8N-CN-SS	Irrinet XM 32 Station	10,700.00
IS-M3A-T8N-CN-SS	Irrinet XM 48 Station	10,860.00
IS-M4A-T8N-CN-SS	Irrinet XM 64 Station	13,165.00
IS-M5A-T8N-CN-SS	Irrinet XM 80 Station	14,640.00
TEMPLATE ASSEMBLY	Template for Stainless Steel Cabinets	40.00
IS-E-D-1508	Door for a/c Scorpio	195.00
IS-E-D-DC	Door for d/c Scorpio	275.00
IS-E-D-5000	Door for Large IRRInet/Moscad Enclosure	375.00
IS-E-L-1508	Lock for Scorpio	60.00
IS-2421L	Lock for Irrinet	90.00
IS-F6936-DPSK	XM CPU with Two Ports	2,890.00
IS-XM-6936C3-0	XM Upgrade Irrinet	3,250.00
IS-XM-6936C3-5	XM Upgrade Irrinet	3,088.00
IS-XM-6936C3-10	XM Upgrade Irrinet	2,925.00
IS-FLN3096	XM CMU Board	400.00
IS-1508	Scorpio Stainless Cabinet	624.00
IS-PS2962	Power Supply for Scorpio	187.00
IS-FLN4666	Backup Battery for Irrinet	111.00
IS-BATSOL	Battery for d/c Scorpio	85.00
IS-FRN5935	Scorpio Radio Interface	165.00
IS-FLN6694	Scorpio Logic Board	483.00
IS-FLN6715	Scorpio Transformer	120.00
IS-SP-20	Solar Panel for d/c Scorpio	400.00
IS-ASC-12/8	Voltage Regulator for d/c Scorpio	85.00
IS-BH-SC	Wiring Harness for Battery d/c Scorpio	35.00
IS-110-ASSY	110 Surge Protection Assembly	128.00
IS-24SURGE	24v Surge Protection, 8/2	200.00
Vendor Stk #	Item Description	Updated Price

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IS-24SURGE-12	24v Surge Protection, 12/2	242.00
IS-24SURGE-14	24v Surge Protection, 14/2	257.00
IS-FKN4128	Scorpio Wiring Harness for Surge protector	15.00
IS-IMH-1	Irrinet Wiring Harness Surge Protector, Module 1	84.00
IS-IMH-2	IRRInet Module Harness, Module 2	84.00
IS-IMH-3	IRRInet Module Harness, Module 3	84.00
IS-IMH-4	IRRInet Module Harness, Module 4	84.00
IS-IMH-5	IRRInet Module Harness, Module 5	84.00
IS-FUE1135	453 Mhz Radio Kit (change to CM200)	774.00
IS-FUF1168	806 Mhz Radio Kit(limited supply of MCS2000)	2,453.00
IS-FLN2016	Irrinet I/O Module	670.00
IS-5000	Irrinet Stainless Cabinet	1,303.00
IS-FRN5634	Irrinet Mother Board(Limited Supply)	75.00
IS-FPN5534A	Irrinet Transformer	270.00
IS-FLN6457	RS 232 Cable	83.00
IS-FLN6458	MCS Data Port Adapter	158.00
IS-GDS215U2	Midland Radio Kit	750.00
IS-TRA4503P	UHF Antenna	68.00
IS-TRA8063	Trunked Antenna	89.00
IS-XM-DAT	Irrinet Programming Laptop	1,895.00
IS-XM-PDA	DTMF Handheld Device	850.00
IS-XM-SMS-MDM	DTMF Modem	1,000.00
IS-XM-SMS-C	DTMF Yearly Contract	950.00
IS-KT	Programming Keypad	620.00
IS-LABOR	Field Service Per Hour	75.00
IS-PROG	Programming Per Hour	75.00
IS-BM-15-AC-01	1 ½" Arad Master Valve AC, 1=1	512.00
IS-BM-15-AC-10	1 ½" Arad Master Valve AC 1=10	512.00
IS-BM-20-AC-10	2" Arad Master Valve AC 1=10	590.00
IS-BM-30-AC-10	3" Arad Master Valve AC 1=10	1,025.00
IS-BM-30-AC-100	3" Arad Master Valve AC 1=100	1,025.00
IS-BM-40-AC-100	4" Arad Master Valve AC 1=100	1,664.00
IS-BM-60-AC-100	6" Arad Master Valve AC 1=100	3,930.00
IS-BM-80-AC-100	8" Arad Master Valve AC 1=100	4,442.00
IS-BM-15-DC-01	1 ½" Arad Master Valve DC 1=1	579.00
IS-BM-20-DC-01	2" Arad Master Valve DC 1=1	652.00
IS-BM-20-DC-10	2" Arad Master Valve DC 1=10	652.00
IS-RDSW	Arad Reed Switches	40.00
IS-DIA-15-20	11/2 Arad Diaphragm	50.00
IS-DIA-15-20	2" Arad Diaphragm	50.00
IS-DIA-30-40	3" Arad Diaphragm	60.00
IS-DIA-30-40	4" Arad Diaphragm	60.00
IS-DIA-60	6" Arad Diaphragm	284.00
IS-DIA-80	8" Arad Diaphragm	295.00
IS-IMP-15	1.5" Arad Impeller	86.00
IS-IMP-20	2" Arad Impeller	97.00
IS-IMP-30	3" Arad Impeller	166.00
IS-IMP-40	4" Arad Impeller	252.00
IS-IMP-60	6" Arad Impeller	355.00
IS-IMP-80	8" Arad Impeller	522.00
IS-REG-XX	Arad Register	132.00
IS-SOL-AC-NO	Arad a/c Solenoid	141.00
IS-SOL-DC	Arad d/c Solenoid	141.00
IS-WS-DRT	Davis Weather Station w/o Setup Support	6,780.00
IS-WS	Davis Weather Station w/o Irricom	1,900.00
IS-WS-SMT	Davis Wireless Soil Moisture/Temp. Sensors	545.00

V-8

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

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

Company Name: _____

Address of Principal Place of Business: _____
_____

Phone/Fax of Principal Place of Business: _____
_____

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

E-mail Address of Representative

Authorized Representative: _____
Signature/Title Date

_____
Printed Name

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	Lynne Jones - 7109			

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

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Assignment of Airspace Agreement by and between the City of Plano, Texas and The Shops at Legacy, L.P. to The Shops at Legacy (Inland), L.P.; authorizing the City Manager, or in his absence an Executive Director to execute any and all documents in connection therewith; 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 approves the assignment of the Airspace Agreement between the City and The Shops at Legacy, L.P. dated September 22, 2004, to The Shops at Legacy (Inland), L.P. The request for the assignment was made by Mr. Karahan to facilitate a requirement in a financial transaction between the companies. All terms of the original agreement are required to be met by the assignee and the notification provision has been revised to reflect the assignee.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
n/a	n/a

N:\ORD&RES\agenda item-assignment of airspace agreement.doc(5/30/07-DW)

W-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ASSIGNMENT OF AIRSPACE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE SHOPS AT LEGACY, L.P. TO THE SHOPS AT LEGACY (INLAND), L.P.; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into an Airspace Agreement with The Shops at Legacy, L.P. dated September 22, 2004 for the construction, use and perpetual maintenance of an elevated pedestrian crossing over Kincaid Road, a public right-of-way; and

WHEREAS, the City Council has been presented a proposed Assignment of Airspace Agreement By and Between The Shops at Legacy, L.P. and The Shops at Legacy (Inland), L.P., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Assignment"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

N:\ORD&RES\Res-approve assignment of airspace agreement.doc(5/30/07-DW)

W-2

ASSIGNMENT OF AIRSPACE AGREEMENT AND AMENDMENT TO NOTICE PROVISION

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **THE CITY OF PLANO, TEXAS** a home-rule municipal corporation, **THE SHOPS AT LEGACY, L.P.**, a Texas Limited Partnership, and **THE SHOPS AT LEGACY (INLAND), L.P.** an Illinois Limited Partnership.

WITNESSETH:

WHEREAS, The Shops at Legacy, L.P. entered into an Airspace Agreement with the City of Plano, Texas dated September 22, 2004, a copy of which is attached as Exhibit "A"; and

WHEREAS, The Shops at Legacy, L.P. wishes to assign the Airspace Agreement to The Shops at Legacy (Inland), L.P.

NOW, THEREFORE, The Shops at Legacy, L.P. agrees to assign the Airspace Agreement to The Shops at Legacy (Inland), L.P., who accepts the assignment and agrees to be bound by all the terms and conditions of the original Airspace Agreement except as to the notice provision in Section 8. Miscellaneous (f), which should be revised as follows:

"8. Miscellaneous

(f) All notices to the City and Licensee shall be sent at the addresses set forth below:

If to the City:
City of Plano, Texas
Attn: City Engineer
P.O. Box 860358
Plano, Texas 75086-0538

If to the Licensee:
The Shops at Legacy (Inland), L.P.
2901 Butterfield Road
Oak Brook, IL 60523

With a copy to:
Fehmi Karahan
K N Ventures Inc.
7200 Bishop Rd., Suite 250
Plano, TX 75024"

The City Council of the City of Plano approves of the assignment.

W-3

IN WITNESS WHEREOF, the parties hereby have executed this Assignment on the day and year first above written.

CITY OF PLANO, TEXAS

Date: _____ By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

_____
Diane C. Wetherbee, CITY ATTORNEY

THE SHOPS AT LEGACY, L.P. a Texas Limited Partnership

By: K/S Legacy L.L.C.
A Delaware limited liability company, its General Partner

Date: 6/11/07 By: _____
Femni Karaham
Member/Manager

Date: _____ By: _____
Michael Sinacola
Member/Manager

THE SHOPS AT LEGACY (INLAND), L.P. an Illinois Limited Partnership

By: The Shops at Legacy (Inland) GP, L.L.C., a Delaware limited liability company, its general partner

By: Nationwide Exchange Services, Corp., a California corporation, its sole member

Date: 6/15/07 By: _____
Name: Dennis K Holland
Title: Authorized Signatory

104088.1

W-4

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2007 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me this 18th day of June, 2007, by **FEHMI KARAHAN**, Member/Manager of **K/S LEGACY, L.L.C.**, a Delaware limited liability company, General Partner of **THE SHOPS AT LEGACY L.P.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

CHRISTIE THORNTON
MY COMMISSION EXPIRES
OCTOBER 13, 2007

Christie Thornton
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2007, by **MICHAEL SINACOLA**, Member/Manager of **K/S LEGACY, L.L.C.**, a Delaware limited liability company, General Partner of **THE SHOPS AT LEGACY L.P.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

W-5

STATE OF Illinois §
§
COUNTY OF DuPage §

This instrument was acknowledged before me on the 18th day of June, 2007 by Dennis K. Holland, Authorized Signatory of the sole member of the general partner of **THE SHOPS AT LEGACY (INLAND), L.P.** an Illinois Limited Partnership, on behalf of said Limited Partnership.

OFFICIAL SEAL
ALICIA M GAWEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/14/08

Alicia M Gawel
Notary Public, State of Illinois

104088.1

W-6

5765 04911

2004- 0144593

DEED No. 5605

AIRSPACE AGREEMENT

THIS **AIRSPACE AGREEMENT** (this "Agreement") made and entered into this 22nd day of September, 2004, by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, (the City) and **THE SHOPS AT LEGACY, L.P.**, a Texas Limited Partnership, (the Licensee).

WITNESSETH:

WHEREAS, the City has the authority to grant to a private entity the right, license and permission to use the airspace above a city-owned right-of-way, provided the property used is not needed for current or future transportation or other needs; and

WHEREAS, the City has acquired sufficient legal right, title and interest in the right-of-way of Kincaid Road within the City limits of the City of Plano, Texas, which includes the property described in Exhibit A attached hereto and by reference made a part hereof, (the "Property:); and

WHEREAS, the City desires to grant to Licensee the right, license and permission to use the airspace above the Property, such airspace being more particularly described in Exhibit B attached hereto and by reference made part hereof (the Airspace), for the purpose of developing, constructing, operating, maintaining, repairing and replacing an elevated and enclosed pedestrian walkway facility, which walkway facility (the Walkway) will span Kincaid Road right-of-way (hereinafter Street) and connect two separate buildings used by Licensee, such use to be subject to the terms and conditions of this Agreement; and

WHEREAS, the proposed use will not impair the full use and safety of the Street or require or permit vehicular access to such space directly from the established grade line of said Street or interfere with the free flow of traffic on said Street.

NOW, THEREFORE, in consideration of the premises, and the covenants, promises, understandings and agreements made by each party to the other as set forth herein, the City and the Licensee do hereby mutually agree as follows:

1. Recitals

The recitals hereto are true and correct and form an integral part of this Agreement.

2. Property and Term

The City does hereby grant to Licensee the right, license and permission to the exclusive and perpetual use of the Airspace, beginning with the date of this Agreement, and terminating at such time and upon such conditions as set forth herein. The use of the Airspace shall be for the purposes of developing, constructing, operating, maintaining, repairing and replacing the Walkway.

5765 04912

3. Payment

Licensee shall pay the City the sum of six hundred twenty-three and no/100 dollars ($623.00) annually for the license herein granted, said sum to become due and payable on the 2nd day of January each year, in advance, with the first payment due on January 2, 2005. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by Licensee if any. Additionally, all monies owed to the City under this Agreement shall be subject to the assessment of interest at a rate of ten percent (10%) per year from the date after any monies become due until paid in full.

4. Use, Occupancy and Maintenance

(a) The Licensee shall be responsible for developing and operating the Walkway as set forth herein.

(b) The Licensee's proposed use of the Walkway is as follows:

The Walkway will be for the private use of the Licensee, and will be used to transport goods, equipment, staff and guests from a parking garage on the north side of Kincaid Road to office tenant lease space in a building on the south side of the street, and for other appurtenant needs not inconsistent with this agreement.

(c) Any change in the authorized use of the Airspace shall require prior written approval from the City Engineer, which approval shall not be unreasonably withheld or delayed.

(d) The City, through its duly authorized representative, employees and contractors, may enter the Walkway or the Airspace at any time upon reasonable prior notice for the purpose of inspection, maintenance, or reconstruction of the Street and adjacent facilities owned by the City, when necessary or for the purpose of surveying, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

(e) Licensee, at Licensee's sole cost and expense, shall maintain the Walkway so as to assure that Walkway will be kept in good condition, both as to safety and appearance so as not to be in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the Street use. In the event that Licensee fails to so maintain the Walkway, the City, through its duly authorized representatives, employees and contractors, may enter the Walkway to perform such work, and the cost thereof shall be chargeable to the Licensee and shall be immediately due and payable to the city upon the performance of such work.

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(f) The occupancy and use of the Walkway shall not be such as will permit the unreasonable objectionable smoke, fumes, vapor or odors to rise above the grade line of the Street.

(g) The proposed Walkway shall not cause or allow any changes in the existing drainage to the land under the Airspace.

(h) Licensee shall not occupy or use or permit or suffer the Airspace or any part thereof to be occupied or used for any illegal business use or purpose, nor for any business, use or purpose deemed to be hazardous or involving any substance or waste nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future Federal, State or Local laws, orders, directions, ordinances or regulations.

(i) Subject to the requirements of the City, Licensee shall be permitted to install lines or conduits in the Walkway for telephone, telegraph, cable, fiber optic cable and similar communication uses.

(j) Existing utilities and all corresponding easements within or affecting the Airspace of the Property shall remain in place and Licensee shall not disturb the same.

(k) The Walkway shall at all times remain the property of the Licensee.

5. Insurance and Indemnification

(a) It is understood and agreed, and a condition hereof, that Licensee shall at all times during the term hereof carry public liability insurance against bodily injury and airspace damage with a company authorized to do business in the State of Texas and satisfactory to the City, protecting Licensee and the City (to be a named additional insured) against any and all claims of injuries to persons or damages to the Airspace as a result of, or arising out of, the construction, use and maintenance by Licensee of the Airspace and Licensee's Walkway improvements and equipment in connection therewith and located therein. Said insurance shall be in amounts of not less than:

$1,000,000 - Bodily Injury or Death, Per Occurrence
$1,000,000 - Property Damage, Per Occurrence

Further, Licensee shall pay for and maintain throughout the term hereof, fire and extended coverage insurance on the Walkway within the Airspace, in an amount sufficient to fully repair or rebuild the Walkway in the event of partial or complete destruction and Licensee shall be obligated to rebuild and repair Walkway to its previous condition and any proceeds or such insurance shall first be used solely for this purpose. In the event of damage or destruction to the Walkway during the terms of this license, which damage is either (i) not recoverable under a valid fire and extended coverage insurance policy, or (ii) the result of damage or destruction to any abutting structures which are not reconstructed, Licensee may, in lieu of the obligation to rebuild and repair, terminate this Agreement. In such event, the removal of any remaining portions of the Walkway shall be undertaken by Licensee, at its sole cost, to the satisfaction of the City Engineer.

Licensee shall carry all such insurance, at its expense, and furnish to the City a certificate of such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving thirty (30) days' written notice to the City. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then the City Engineer may terminate this Agreement after the City Engineer provides Licensee with written notice and a ten (10) day opportunity to cure, and order the removal of the Walkway at Licensee's sole expense.

(b) It is understood and agreed as a condition hereof, that Licensee's contractors shall at all times while engaged in the construction, alteration, repair or maintenance of Licensee's improvements within the Airspace, during the term of this Agreement, carry the following minimum insurance with companies authorized to do business in the State of Texas, to the satisfaction of the City, protecting Licensee and the City against any and all claims for injuries to persons or damage to licensed area, as a result of, or arising out of such construction, alteration, repair or maintenance by Licensee's contractors of the improvements located within the Airspace:

1. Workers' Compensation as required by Texas law.

2. Comprehensive General Liability Insurance, including Independent Contractor's Liability, completed Operations and Contractual Liability, fully insuring each contractor's liability for bodily injury, extended to include Personal Injury liability coverage, and for damages to licensed area of their parties, with the following limits:

   Injury or Death - $1,000,000
   Property Damage - $1,000,000

   The policy shall name Licensee and the City as additional insured and include broad form Property Damage coverage extended to apply to completed operations, XCU exclusions removed.

765 04915

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, minimum limit $1,000,000, such insurance to include coverage for loading and unloading hazards.

4. During initial construction of Licensee's improvements to the licensed area, and during major alterations thereof, Licensee's contractor shall obtain "Umbrella" excess liability coverage insuring the contractor for an amount of not less than $10,000,000 combined single limit bodily Injury and Property Damage liability, including death, as in excess of the primary coverage required hereinabove, Licensee and the City to be named as additional insured and Licensee's contractor shall also obtain, at no cost to the City, ALL-Risks, Builder's Risk Insurance, insuring against losses resulting from fire, Extended Coverage, Vandalism, and Malicious Mischief, etc., in an amount equal to one hundred percent (100%) of the insurable value of the construction work, Completed Value Form including materials delivered and labor performed for work. This policy shall be written jointly in the names of the Licensee, the City, the contractor, subcontractors and sub-subcontractors, as their interests may appear. The policy shall have endorsement as follows:

   (a) This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the licensed area.

   (b) Loss, if any shall be adjusted with and made payable to the Licensee as Trustee for the insured as their interests may appear.

The above insurance shall be at no expense to the City, and the Licensee shall furnish to the City the certificates evidencing such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving ten (10) days written notice to the City. In the event Licensee should allow such insurance overage to lapse during the term of this license, then the City Engineer may terminate this Agreement after notice to Licensee and a ten (10) day opportunity to cure.

   (c) The Licensee will at all times assume all risk of any nature related to the Walkway, indemnify, defend, and save harmless the City from and against all loss, damage, cost or expense, including reasonable attorney's fees, arising in any manner on account of the exercise or attempted exercises by said Licensee of the aforesaid rights and privileges including, but not limited to, the construction, operation, and maintenance of the Walkway or the Licensee's default under this Agreement except for the gross negligence or willful misconduct of the City, its employees' agents, and/or representatives.

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6. Termination and Revocation

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to terminate this Agreement upon the following terms and conditions:

(a) The City may terminate this Agreement, without liability, in the event the Licensee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) days after written notice of noncompliance has been given.

(b) The City may terminate this Agreement in the event the construction of improvements to the Street, under the Walkway, requires that the Walkway be removed. The determination of whether such improvements require the Walkway to be removed will be made by a majority decision of a panel of engineers consisting of the City Engineer, an engineer selected by Licensee, and a third engineer agreed upon by each of the parties' engineers. In order to exercise this right of termination, the City must provide notice to the Licensee not less than one year prior to the proposed termination date set forth in such notice. In the event the panel determines that the Walkway needs to be removed, the Licensee agrees that it will be responsible for any additional construction cost incurred by the City made necessary by virtue of the presence of the Walkway.

(c) Upon notice of termination under this paragraph and prior to the termination date, the Licensee shall, at Licensee's sole cost and expense, unless reimbursement is authorized at City's sole discretion, promptly remove, dismantle and/or demolish the Walkway in accordance with the requirements of the City and all applicable building and construction codes, laws, ordinances or regulations.

7. Construction

(a) The Licensee shall observe all Federal, State and Local safety regulations during construction of the Walkway operations. The Licensee must safely conduct the public through the project areas in accordance with the Manual on Uniform Traffic Control Devices by displaying necessary safety devices and taking whatever other measures are required or appropriate.

(b) In case the Licensee fails to meet any of the City requirements, the Licensee will be barred from performing further work under this Agreement and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the City.

(c) All work shall meet the City's standards and be certified by the City Engineer that the work has been substantially completed in accordance with all City's Standard Specifications for Public Works Construction, and in accordance with all the City's published or promulgated rules, regulations, policies, plans, special provisions, and safety standards pertaining to this type of work. The City Engineer is located at 1520 K Avenue, Plano, Texas 75074, (972)941-7152.

5765 04917

(d) All materials and equipment may be subject to inspection by City after reasonable notice. To the extent owned or controlled by the City, the City shall provide a temporary construction easement, benefiting Licensee, covering that portion of Kincaid Road reasonably necessary during the construction process.

8. Miscellaneous

(a) The Airspace and Licensee's rights under this Agreement shall not be transferred, assigned or conveyed to another party without the prior written consent of the City. Such consent not to be unreasonably withheld, provided that Licensee may make such assignment to an entity wholly owned by a parent entity of Licensee.

(b) During the term of this Agreement, Licensee shall, at Licensee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances and regulations of the United States of America, the State of Texas, county or city governments or lawful authority whatsoever, affecting the Airspace or any part thereof, and of all insurance companies policies covering the Airspace or any part thereof.

(c) This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

(d) Licensee acknowledges that it has reviewed this Agreement, is familiar with its terms and has had adequate opportunity to review this Agreement with legal counsel of Licensee's choosing. Licensee has entered into this Agreement freely and voluntarily. No modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon the City or Licensee unless in writing and signed by both such parties.

(e) Licensee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used in connection with the Walkway.

(f) All notices to the City and Licensee shall be sent at the addresses set forth below:

If to the City:

City of Plano, Texas
Attn: City Engineer
P.O. Box 860358
Plano, Texas 75086-0358

5765 04918

If to the Licensee:

The Shops at Legacy, L.P.
7200 Bishop Road, Suite 250
Plano, Texas 75024

(g) This Agreement may be entered into in conjunction with the issuance of a permit or license by the City that shall authorize Licensee's use of the Airspace for the development, construction, operation, maintenance, repair and replacement of the Walkway. Any inconsistency between the terms and conditions of this Agreement and such permit or license shall be construed in favor of and consistent with the terms and conditions of this Agreement.

(h) This Agreement shall be governed by the laws of the State of Texas, and any applicable laws of the United States of America. All obligations of the parties created by the Agreement are performable in Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF PLANO, TEXAS
a home-rule municipal corporation

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

W-14

5765 04919

THE SHOPS AT LEGACY L.P.

A Texas limited partnership

BY: K/S Legacy L.L.C.
A Delaware limited liability company, its
General Partner

BY: _____

Fehmi Karahan
a Member/Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 24 day of September, 2004 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public in and for the
State of Texas

BARBARA NEWELL
Notary Public, State of Texas
My Commission Expires
October 07, 2007

5765 04920

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this 22nd day of September, 2004, by **Fehmi Karahan**, Member/Manager of **K/S LEGACY L.L.C.**, a Delaware limited liability company, General Partner of **THE SHOPS AT LEGACY L.P.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Christie Thornton
Notary Public in and for the
State of Texas

CHRISTIE THORNTON
MY COMMISSION EXPIRES
OCTOBER 13, 2007

5765 04921

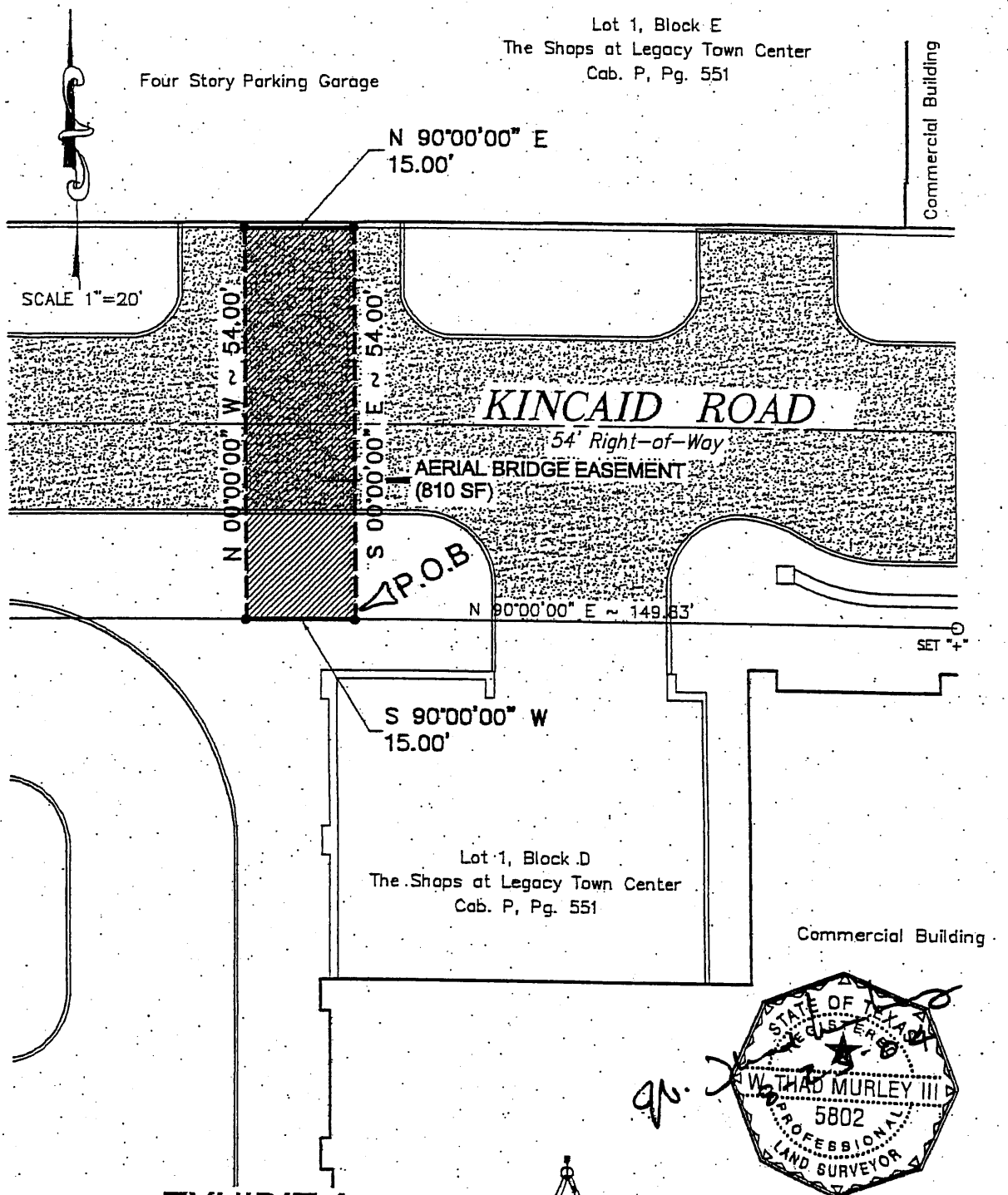

EXHIBIT A

Aerial Bridge Easement
The Shops at Legacy Town Center
Connecting Lot 1, Block D and Lot 1, Block E
over Kincaid Road

Arthur Surveying Co., Inc.
Professional Land Surveyors
972-221-9439 ~ Fax 972-221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75067

2 of 2

W-17

5765 04922

EXHIBIT B
Aerial Bridge Easement
City of Plano, Collin County, Texas

BEING all that certain lot, tract or parcel of land situated in the City of Plano, Collin County, Texas, and being an Aerial Bridge Easement crossing over and across Kincaid Road connecting Lot 1, Block D and Lot 1, Block E, The Shops at Legacy Town Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, page 551of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south line of said Kincaid Road from which an "+" set at the northeast corner of Said Lot 1, Block D bears North 90 degrees 00 minutes 00 seconds East, a distance of 149.83 feet;

THENCE South 90 degrees 00 minutes 00 seconds West, along the south line of said Kincaid Road, a distance of 15.00 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, over and across said Kincaid Road, a distance of 54.00 feet to a point for corner in the north line thereof;

THENCE North 90 degrees 00 minutes 00 seconds East, along the North line of said Kincaid Road, a distance of 15.00 feet to a point for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, over and across said Kincaid Road, a distance of 54.00 feet to the **POINT OF BEGINNING** and containing 810 square feet of land, more or less.

W-18

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director		6-13-07
Dept Signature:		City Manager		6/13/07
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 COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ELECTRONIC DATA SYSTEMS, A DELAWARE CORPORATION, TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN ONE (1) 32-INCH DIAMETER STREET CASING PIPE WITH SIX (6) 6-INCH PVC CONDUITS CONTAINING ELECTRICAL CABLES IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☐ CIP

FISCAL YEAR: 2006-07 thru 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	11,815	0	**11,815**
BALANCE	0	11,815	0	**11,815**

FUND(S): **GENERAL FUND**

COMMENTS: This agreement is for the use of public right-of-way for a ten-year period with optional renewals. This will generate a lump sum payment in the current year in the amount of $11,815 which equates to $1,181.50 per year for the ten-year period.

STRATEGIC PLAAN GOAL: this right-of-way use agreement relates to the City's goal of Diverse Business Center.

SUMMARY OF ITEM

This Resolution approves a Public Right-of-Way Use Agreement with Electronic Data Systems to install a 32-inch diameter street casing pipe in the City's rights-of-way under Tennyson Parkway located in Plano, Collin County, Texas.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ELECTRONIC DATA SYSTEMS, A DELAWARE CORPORATION, TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN ONE (1) 32-INCH DIAMETER STREET CASING PIPE WITH SIX (6) 6-INCH PVC CONDUITS CONTAINING ELECTRICAL CABLES IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Electronic Data Systems, (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

Section II. The City Manager or, in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Public Right-of-Way Use Agreement (the "Agreement") is made this the 23rd day of June, 2007, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **EDS Information Services L.L.C.**, a Delaware limited liability company ("Company").

RECITALS:

WHEREAS, City and Company's parent corporation entered into that certain License Agreement, dated June 23, 1997, which is scheduled to expire on June 22, 2007, and whereby City granted Company the right to construct, reconstruct, maintain, and operate, subject to the terms of the License Agreement, one (1), 32-inch diameter street casing pipe with six (6) 6-inch PVC conduits containing electrical cables (the "Structure") under Tennyson parkway, which is a public street located in the City of Plano, County of Collin, Texas, as more particularly shown on Exhibit "A" of the License Agreement, with a distance of one hundred twenty- one feet (121') traversing the City right-of-way.

WHEREAS, City and Company desire to enter into this Agreement upon the expiration of the former License Agreement, and further desire that this Agreement shall, from and after the date hereof, be the amended and restated Agreement by and between the parties with respect to the location, placement, attachment, installation, operation and maintenance of Company's Structure existing under Tennyson Parkway located in Plano, Collin County, Texas, as shown on the attached Exhibit "A."

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NOW, THEREFORE, the City and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

(a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

(b) *Company* shall mean EDS Information Services L.L.C. only and its Affiliates, but shall not include any independent third party.

(c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.

(d) *Effective Date* shall mean June 23, 2007.

(e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.

(f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.

(g) *PUC* shall mean the Texas Public Utility Commission.

(h) *Structure* shall mean Company's one 32-inch diameter street casing pipe with six 6-inch PVC conduits containing electrical cables.

2. Grant of Rights.

2.1 General Use of Public Rights-of-Way.

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, construct, reconstruct, operate and maintain its Structure

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in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of the Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, construct, reconstruct, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use, consistent with the rights herein granted, any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to

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use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City; provided, however, that any prior work under the prior License Agreement shall not require additional review by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work. So long as Company has bonded around or is actively contesting any filed mechanic's or materialman's liens, it shall not be deemed to be in default under the terms of the immediately preceding sentence.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate; provided, however, that any such future rights granted by the City shall be subject and subordinate to and shall not unreasonably interfere with the rights granted to Company herein. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to

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the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as reasonably determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. **Term.**

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. **Fees and Payments.**

4.1 Public Right-of-Way Use Fee. Within ten (10) days following the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum total of **$11,815.00**, which represents: (i) ONE DOLLAR AND FIFTY CENTS ($1.50) per linear foot of the Public Rights-of-Way at 121 linear feet equaling $181.50 per year for ten years for an amount of $1815.00, and; (ii) ONE THOUSAND DOLLARS ($1,000.00) per public street crossing per year for a term of ten (10) years for an amount of $10,000.00. Company

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hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City with respect to the Structure for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a separate agreement or license and an additional fee.

5. **Use of Public Rights-of-Way**

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits. If, in the City's reasonable

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opinion, Company has not complied with the requirements of this paragraph, the City shall so notify Company in writing, stating the specific deficiencies and giving Company reasonable time to correct said deficiencies, such time to be determined within the sole and reasonable discretion of the City. If Company fails to correct said deficiencies within the adequate time allotted by the City, City may correct said deficiencies itself, at Company's expense.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. The City recognizes, however, that Company, subject to the terms of this Agreement, will have electrical cables within the conduits in the City Public Rights-of-Way. City will therefore exercise reasonable efforts to avoid disturbance or interference with the operation of such cables while conducting any of the activities described in this paragraph; provided, however, that in permitting such work to be done, the City shall not be liable to Company, except for the intentional or negligent acts of the City's employees, licensees, contractors or subcontractors for any damages so caused. The City shall not be liable to Company for any other damages arising out of the performance of work by City or its employees, licensees, contractors, or subcontractors to the extent such damages are caused by, result from or arise out of

the work, actions or inactions of Company, its licensees, employees, agents, invitees, contractors and subcontractors. Nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval. If the City requires Company to remove, alter, change, relocate, adapt or conform its facilities because of any public purpose, such as changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground structure owned by the City, or for any other public purpose, Company shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City.

Provided, however, that if the City's need for alterations or changes occurs or such request is made at a time when Company is no longer utilizing the Structure, City will take any such necessary actions at its own expense. If Company is required to remove, alter, change, relocate, adapt or conform its facilities to accommodate a private purpose such as residential or commercial development, any costs associated with such removal, alteration, change, relocation, adaptation or conformance will be borne by the private entity requiring such action and not by Company.

If these requirements import a financial hardship upon Company, Company shall have the right to present alternative proposals for City's consideration.

6. **Miscellaneous Obligations of Company.**

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration, Company shall, upon agreement of both parties herein, remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way to City's reasonable satisfaction. If City has ordered Company in writing to remove the Structure and Company has not removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (a) take possession of and title to the Structure, less any personal property contained therein; and/or (b) take any and all legal action necessary to compel Company to remove the Structure and property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within ten

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(10) days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. **Indemnification and Insurance.**

7.1 **Disclaimer of Liability**. **EXCEPT DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, CONTRACTORS OR SUBCONTRACTORS, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.**

7.2 Indemnification. Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and against any and all liability, cost and expense, including reasonable attorney's fees for loss of or damage to the City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) when arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City use of the property, Structure and facilities by Company, its agents, employees, invitees, contractors and subcontractors, or the construction,

reconstruction, maintenance, presence, use or removal of the Structure, except for intentional or grossly negligent acts of City, its employees, agents, representatives, licensees, contractors or subcontractors.

7.3 **Assumption of Risk**. **COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR – CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE UNLESS DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF CITY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, CONTRACTORS OR SUBCONTRACTORS**.

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. **Termination.** This Agreement shall terminate:

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A. at the end of the term provided for in Section 3 above;

B. upon abandonment of the Structure by Company;

C. upon failure of Company to correct any default under this Agreement after receipt of written notice from City and expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults**.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 Failure to Pay Right-of-Way Use Fees. An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 Breach. An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 Bankruptcy, Insolvency or Receivership. An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, any of Company's property or revenues, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company's debts generally as they become due.

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9.4 Violations of the Law. An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. **Uncured Defaults and Remedies**.

10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2. Notwithstanding the foregoing, if Company is proceeding diligently to cure any non-monetary Event of Default, but the same cannot reasonably be cured within the sixty (60) day period, the time allowed by the City to cure such default shall be extended for such time as is reasonably necessary to effectuate a satisfactory cure.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any

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of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have no further force or effect. Company shall remain obligated to pay, and the City shall retain the right to receive, Right-of-Way Use Fees and any other payments due up to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

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11. **Provision of Information**.

Company shall provide copies of all documents that affect this Agreement and that Company files with or sends to the PUC and, upon the City's request, copies of records that affect this Agreement and that Company is required to maintain under PUC regulations.

12. **Assignment of Agreement.**

The rights granted by this Agreement inure to the benefit of Company and its Affiliates. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

13. **Notices**.

13.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid and return receipt requested; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if written confirmation of

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transmission is received and a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano
Attn: Customer Utilities and Billing
P.O. Box 860358
1520 Avenue K, Suite 350
Plano, TX 75086-0358
Fax Number (972) 423-9587

With a copy to:

City of Plano
Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:

EDS Information Services L.L.C.
Attn: Real Estate
5400 Legacy Drive (H1-1F-45)
Plano, TX 75024-3105
Fax Number (972) 605-1270

With a copy to:

EDS Information Services L.L.C.
Attn: Legal - Real Estate
5400 Legacy Drive (H3-3A-05)
Plano, TX 75024-3105
Fax Number (972) 605-1357

13.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile transmission and confirmation, or overnight delivery. Either party may from time to time

designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

14. **No Waiver**.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. **Miscellaneous Provisions**.

15.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

15.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provision(s) of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

15.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

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15.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

15.5 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

15.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

15.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

15.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No provision of this Agreement shall be construed as creating any third party beneficiaries.

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15.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God, force majeure or the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation

By Authority of Resolution
No._____

By: _____
Thomas H. Muehlenbeck
City Manager

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane Wetherbee, CITY ATTORNEY

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LICENSEE:
EDS INFORMATION SERVICES L.L.C.
A Delaware limited liability company

By: _____

Patrick J. McInroe
Managing Director, Real Estate

ATTEST:

_____

_____

DATE

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20___, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2007, by Patrick J. McInroe, Managing Director of Real Estate of EDS Information Services L.L.C., a Delaware limited liability company, on behalf of said company.

_____
Notary Public in and for
The State of _____

X-24

Exhibit "A"

(See attachments)

Exhibit "A"

X-26

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	6/25/2007	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark D. Israelson	Executive Director		6·12·07
Dept Signature:		City Manager		6/12/07
Agenda Coordinator (include phone #):	**Nancy Rodriguez ext 7510**			

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

CAPTION

A RESOLUTION BY THE CITY OF PLANO, TEXAS, SUSPENDING THE JULY 30, 2007 EFFECTIVE DATE OF THE PROPOSAL BY ATMOS ENERGY CORP., MID-TEX DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2006; AUTHORIZING PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE ("ACSC") IN A REVIEW AND INQUIRY INTO THE SUFFICIENCY OF THE FILING AND THE BASIS OF THE PROPOSED RATE ADJUSTMENTS; AUTHORIZING INTERVENTION IN ADMINISTRATIVE AND COURT PROCEEDINGS INVOLVING THE PROPOSED GRIP RATE ADJUSTMENTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT RATEMAKING COSTS; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; 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

Atmos Mid-Tex filed its fourth GRIP surcharge request on Thursday, May 31st. This resolution suspends the effective date to the maximum extent permitted by law to allow the cities time to evaluate the filing, determine whether the filing complies with law, and, if lawful, to determine what further strategy to propose. It also prevents Atmos Energy to start charging the GRIP surcharge.

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

REV 08/98

Y-1

MEMORANDUM

TO: Plano City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark Israelson, Director Customer and Utility Services

DATE: June 25, 2007

Re: ATMOS Mid-Tex GRIP Suspension Resolution

Purpose of the Resolution:

The law mandates that a Gas Reliability Infrastructure Program (GRIP) surcharge request cannot become effective until sixty (60) days following the filing. The effective date may be suspended by a city for 45 days. If the City does not take action to suspend the filing, the Company may begin implementing a monthly surcharge ($0.59 on all residential customers, $1.47 for commercial customers, and $28.74 for industrial customers) after July 30, 2007. The resolution suspends the effective date to the maximum extent permitted by law to allow the cities time to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue. This is particularly important given that the Atmos Cities Steering Committee initiated a rate case (GUD No. 9670) in which it was determined that Atmos had included inappropriate expenditures in its previous GRIP surcharges for rate years 2003, 2004, and 2005. But for the investigation by the Cities, through ACSC, and other intervenors, the impropriety of these expenditures and of their inclusion in the GRIP surcharges, would not have been exposed, and the refund of $2.5 million would not have been ordered.

Additionally, Atmos has just received a rate increase of approximately $5 million and should be collecting sufficient revenues to earn its allowed return without the necessity for a surcharge to recover incremental investment.

What is GRIP:

GRIP is piecemeal ratemaking and would be illegal under traditional ratemaking that is in the public interest. Atmos, TXU Gas, and other gas utilities persuaded the legislature in 2003 to make an exception to the prohibition against piecemeal ratemaking to encourage increased investment in transmission and distribution pipe by allowing prompt recovery of investment, despite the possibility that increased revenues and declining expenses could more than offset increased investment. Unfortunately, utilities have used the GRIP filings to include other costs unrelated to infrastructure improvements. GRIP surcharges are only allowed until the next general rate case.

NOTE: IT IS CRITICAL THAT ALL CITIES PASS THE RESOLUTION TO SUSPEND ON OR BEFORE JULY 30, 2007.

Explanation of "Be It Resolved" Paragraphs:

1. A city is authorized to suspend the effective date for 45 days. However, since the Company controls and can extend its effective date during settlement discussions to increase a city's jurisdiction and the period of time necessary to reach settlement, the resolution refers to suspension "for the maximum period allowed by law" rather than a specific date.

2. This paragraph authorizes participation with the Atmos Cities Steering Committee and coordinated control over legal counsel and consultants. Along with paragraph 3, this paragraph avoids the necessity of returning to the City Council with another resolution to authorize efforts related to an appeal of the Council's ultimate decision on the Atmos application.

3. This paragraph authorizes the intervention of the city, assuming such is recommended by the Atmos Cities Steering Committee, in any appeals that may be filed at the Railroad Commission challenging the City's action. It further authorizes the handling of appeals from Railroad Commission decisions to the courts in Austin, if the Atmos Cities Steering Committee believes that effort is desirable.

4. Texas law requires utility companies to reimburse cities for all costs (legal and consulting) associated with ratemaking, whether the case is initiated by the utility or a regulatory authority. Although the implementation of a tariff that imposes a surcharge is ratemaking, entitling the participating cities to reimbursement, Atmos has not historically agreed to reimburse ACSC for its legal expenses, nor has the Railroad Commission required it to do so. The ACSC Executive Committee has determined that it is appropriate and necessary to investigate this GRIP filing and to take appropriate action, and has authorized the expenditure of funds to do so. Legal counsel and consultants approved by the ACSC Executive Committee will submit monthly invoices to the City of Arlington which will then forward the invoices to Atmos for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

5. This paragraph directs that a copy of the signed resolution be sent to a representative of the Company and legal counsel for the Atmos Cities Steering Committee.

Y-3

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF PLANO, TEXAS, SUSPENDING THE JULY 30, 2007 EFFECTIVE DATE OF THE PROPOSAL BY ATMOS ENERGY CORP., MID-TEX DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2006; AUTHORIZING PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE ("ACSC") IN A REVIEW AND INQUIRY INTO THE SUFFICIENCY OF THE FILING AND THE BASIS OF THE PROPOSED RATE ADJUSTMENTS; AUTHORIZING INTERVENTION IN ADMINISTRATIVE AND COURT PROCEEDINGS INVOLVING THE PROPOSED GRIP RATE ADJUSTMENTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT RATEMAKING COSTS; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, Atmos Mid-Tex made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on or about May 31, 2007, proposing to implement interim rate adjustments ("GRIP rate increases"), pursuant to Texas Utilities Code § 104.301, on all customers served by Atmos Mid-Tex, effective July 30, 2007; and

WHEREAS, Atmos Mid-Tex was recently granted a rate increase as a result of its filing in GUD No. 9670, in which the Final Order was only signed on March 29, 2007; and

WHEREAS, in GUD No. 9670, it was determined that Atmos Mid-Tex had inappropriately included certain expenditures in its prior GRIP rate increases for rate years 2003, 2004, and 2005; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine this latest GRIP filing to determine its compliance with the Texas Utilities Code; and

WHEREAS, ratepayers of Atmos Mid-Tex, including the City and its residents, will be adversely impacted by the proposed GRIP rate increases; and

WHEREAS, it is advantageous for the City and its citizens to coordinate the City's response to Atmos' filing with similarly situated municipalities; and

WHEREAS, the City has benefited from prior participation with the Atmos Cities Steering Committee ("ACSC"); and

WHEREAS, it is efficient and cost beneficial for the City to again coordinate review of the reasonableness of the proposed GRIP rate increases and joint participation in any proceedings at the Railroad Commission related to the proposed GRIP rate increases; and

WHEREAS, the Executive Committee of ACSC has recommended suspension and established a budget for evaluation of the Atmos filing; and

WHEREAS, a GRIP proceeding involves rate making, entitling cities to reimbursement of reasonable rate case expenses;

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

SECTION 1. The July 30, 2007 effective date of the GRIP rate increases proposed by Atmos Mid-Tex is hereby suspended for the maximum period allowed by law to permit adequate time to investigate the sufficiency of the GRIP Rate Increase filing, review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 2. The City is authorized to cooperate with ACSC to hire and direct legal counsel and consultants, to negotiate with the Company, to make recommendations to the City regarding the proposed GRIP rate increases, and to direct any administrative proceedings or litigation associated with the proposed GRIP rate increases.

SECTION 3. The City is authorized to intervene in any administrative proceedings or litigation associated with the proposed GRIP rate increases.

SECTION 4. Atmos Mid-Tex shall promptly reimburse the City's reasonable costs associated with the City's ratemaking activities related to the proposed GRIP rate increases.

SECTION 5. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Charles R. Yarbrough, II, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, legal counsel to ACSC, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 6. 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 _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

M:\Atmos Energy\GRIP 06-07\GRIP Resolution.Doc

Y-5

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/18/07
Dept Signature:	Alan L Upchurch	City Manager		6/19/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

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 of Ordinances of the City of Plano, Texas, by amending Section 12-258, Quiet Zones, to designate the Burlington Northern Santa Fe Railroad (BNSF RR) crossing at Parker Road as a quiet zone, providing a penalty clause, a severability clause, a publication 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 BNSF RR to establish a quiet zone at Parker Road. The City has recently removed an existing left-turn lane and median opening and installed barrier curbs in the median. The attached ordinance will establish a quiet zone at Parker 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:	Other Departments, Boards, Commissions or Agencies
Location Map	N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ARTICLE IX, RAILROADS, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO, TEXAS, BY AMENDING SECTION 12-258, QUIET ZONES, TO DESIGNATE THE BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF RR) CROSSING AT PARKER ROAD AS A QUIET ZONE, 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, Section 12-258 of Chapter 12, Motor Vehicles and Traffic, of the City Code of Ordinances is hereby amended by amending (c) (i) as follows:

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 Road at the Kansas City Southern Railroad
- Coit Road at the Kansas City Southern Railroad
- Parker Road at the Burlington Northern Santa Fe Railroad

Z-2

Section II. Article IX, Railroads, Section 12-258 of Chapter 12, Motor Vehicles and Traffic, of the City Code of Ordinances is hereby amended by adding (c) (iv) as follows:

> Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in section 1-4 (b) of the City Code of Ordinances.

Section III. 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 IV. This Ordinance shall become effective July 30, 2007, and after publication as required by law.

DULY PASSED AND APPROVED THE _____ DAY OF JUNE, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

LS\AGENDA2007:0625ORD-BNSFRR-QuietZone-Parker

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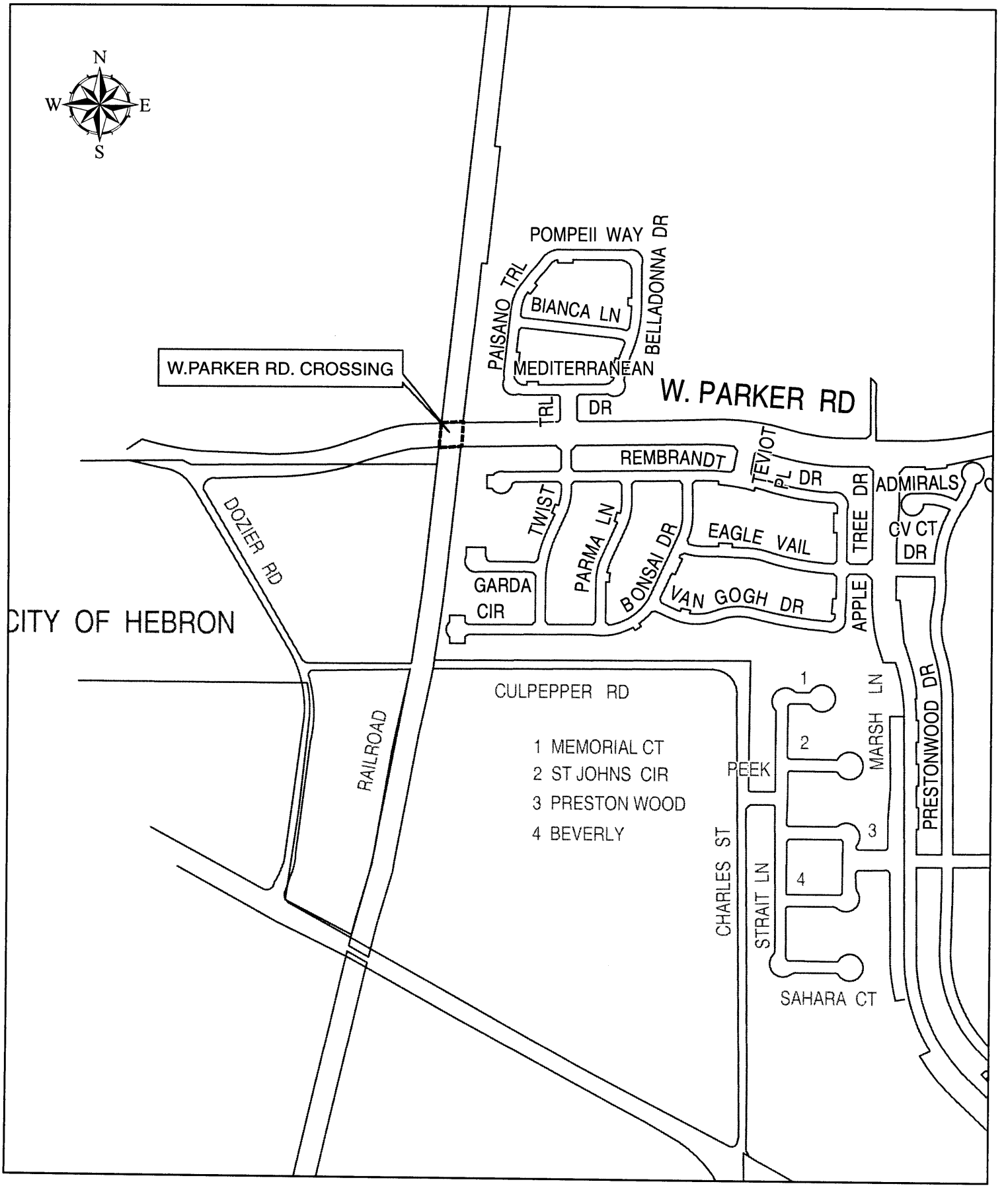
WEST PARKER ROAD QUIET ZONE



2-4

LOCATION MAP

06/15/07

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal WS	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/19/07
Dept Signature:		City Manager		6/19/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

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

CAPTION

An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain fifteen foot (15') wide roadway easement recorded in Volume 1811, Page 607 of the Land Records of Collin County, Texas and a portion of a forty foot (40') wide easement for right of way recorded in Volume 558, Page 142 and Page 426 of the Land Records of Collin County, Texas being situated in the C.F.M. Gooderin Survey, Abstract No. 353, and the Joab Butler Survey, Abstract No. 46, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, Tuscany Engineers, Ltd., to the extent of its interest; authorizing the City Manager, or in his absence an Executive Director, to execute any documents deemed necessary; and providing an effective date.

FINANCIAL SUMMARY

☒ 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

The fifteen foot (15') wide roadway easement and a portion of the forty foot (40') wide easement for right of way are no longer required since new street layout and right of way are dedicated with the plat of Villas of Stoney Hollow.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	n/a

062507-Stoney Hollow-Aband (eh)

AA-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN FIFTEEN FOOT (15') WIDE ROADWAY EASEMENT RECORDED IN VOLUME 1811, PAGE 607 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND A PORTION OF A FORTY FOOT (40') WIDE EASEMENT FOR RIGHT OF WAY RECORDED IN VOLUME 558, PAGE 142 AND PAGE 426 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS BEING SITUATED IN THE C.F.M. GOODERIN SURVEY, ABSTRACT NO. 353, AND THE JOAB BUTLER SURVEY, ABSTRACT NO. 46, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENTS TO THE ABUTTING PROPERTY OWNER, TUSCANY ENGINEERS, LTD., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that fifteen foot (15') wide roadway easement recorded in Volume 1811, Page 607 of the Land Records of Collin County, Texas, and a portion of a forty foot (40') wide easement for right of way easement recorded in Volume 558, Page 142 and Page 426 of the Land Records of Collin County, Texas being situated in the C.F. M Gooderin Survey, Abstract No. 353, and the Joab Butler Survey, Abstract No. 46, (hereinafter called "Easements"), which are located within the City Limits of Plano, Collin County, Texas, and which are more particularly described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easements are abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easements should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easements is hereby abandoned, and all right, title and interest of the City in and to the Easements is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easements by the City of Plano.

AA-2

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

Section III. The City Council hereby finds and determines that the abandonment of the Easements is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

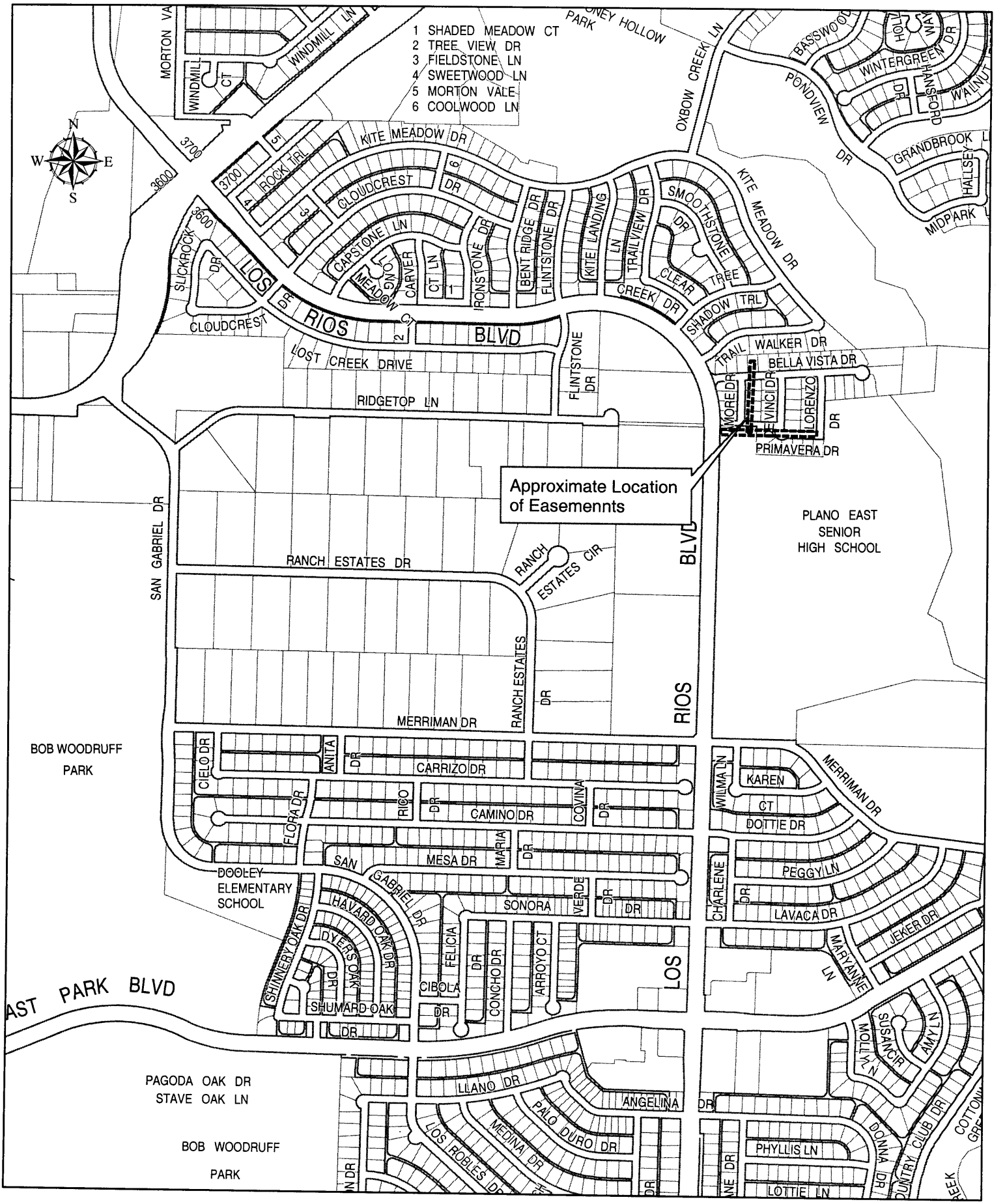
ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

THE VILLAS OF STONEY HOLLOW



AA-4

LOCATION MAP

06/18/07

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property **15' Wide Roadway Easement and Portion of a 40' Wide Easement for Right of Way** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons: **Easement is no longer necessary as required dedicated roadway abandonment for development purposes**.

2. The following public interest will be served as a result of the abandonment: **Easement was not for public use but abandonment allows for residential development with dedicated public streets.**

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

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

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

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

AA5

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions: **The undersigned party is the sole owner of the land upon which this easement lies.**

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.

9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Remainder of page blank]

AA-6

EXHIBIT "B"

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Tuscany Engineers, Ltd.
Typed Name of Owner

P.O. Box 940711
Address

Plano, Texas 75094
City, State and Zip

Dated: 10-12-07

Signature of Owner

Contact Person for Property Owners:

Name: ABBY BAHREINI

Phone No: 469-774-0419

EXHIBIT "B"

FOR DEPARTMENTAL USE ONLY

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

- ☐ The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- ☐ The Easement consists of streets or alleys, owned in fee or used by easement;
- ☒ The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- ☐ The Easement contains land that the City wants to have developed by an independent foundation;
- ☐ The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

Engineering Department
City of Plano, Texas

AA-8

Exhibit "A-1"

Metes and Bounds Description
C.F.M. Gooderin Survey, Abstract No. 353 & the
Joab Butler Survey, Abstract No. 46
City of Plano, Collin County, Texas

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the C.F.M. Gooderin Survey, Abstract No. 353 and the Joab Butler Survey, Abstract No. 46, being part of 2.7705 acre tract as recorded in Volume 2554, Page 740 of the Collin County Land Records, being all of a 15-foot Wide Road Easement as recorded in Volume 1811, Page 607 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at a ½-inch iron rod found marking an interior corner of Lot 1, Block A of Stoney Hollow Phase Two, an addition to the City of Plano as recorded in Volume O, Page 501 of the Collin County Map Records and the northwest corner of said 2.7705 acre tract;

THENCE with the north line of said 2.7705 acre tract and the south line of said Stoney Hollow Phase Two, North 85°38'44" East, 241.84 feet to the POINT OF BEGINNING, the northwest corner of the herein described premises and the northwest corner of a 7,248 square foot or 0.166 acre 15-foot wide roadway easement as recorded in Volume 1811, Page 607 of the Collin County Land Records;

THENCE with the north line of said 2.7705 acre tract, the south line of said Stoney Hollow Phase Two and the north line of said 15-foot wide road easement, North 85°38'44" East, 15.04 feet to the northeast corner of said 2.7705 acre tract, the northeast corner of said 15-foot wide road easement and the herein described premises, and the northwest corner of Moon's 1.0920 acre tract as recorded in Volume 978, Page 141 of the Collin County Land Records;

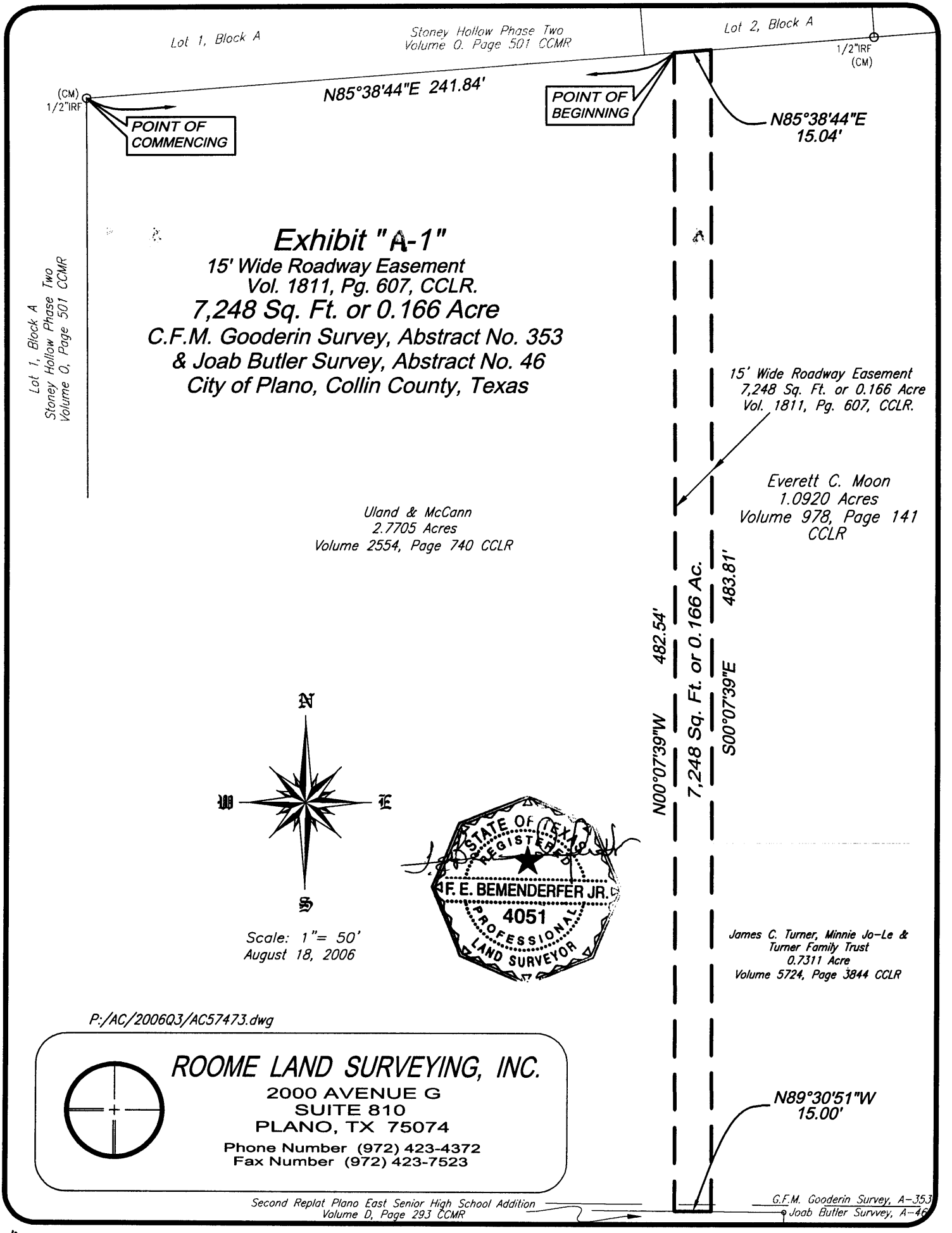
THENCE with the east line of said 2.7705 acre tract, the east line of said 15-foot wide road easement and the herein described premises and the west line of Moon's 1.0920 acre tract and the west line of a 0.7311 acre tract as recorded in Volume 5724, Page 3844 of the Collin County Land Records, South 00°07'39" East, 483.81 feet to the southeast corner of said 2.7705 acre tract, the southeast corner of said 15-foot wide road easement, said premises, the southwest corner of said 0.7311 acre tract, and being in a north line of the Second Replat Plano East Senior High Addition, an addition to the City of Plano as recorded in Volume D, Page 293 of the Collin County Map Records;

THENCE with the south line of said 2.7705 acre tract, the south line of said 15-foot wide road easement, said premises, and a north line of said Second Replat Plano East Senior High Addition, North 89°30'51" West, 15.00 feet to the southwest corner of said 15-foot wide road easement and the herein described premises;

THENCE with the west line of said 15-foot wide road easement and the herein described premises, North 00°07'39" West, 482.54 feet to the place of beginning and containing 7,248 square feet or 0.166 acre of land.

STATE OF TEXAS
REGISTERED
F. E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

AA9


Lot 1, Block A
Stoney Hollow Phase Two
Volume O, Page 501 CCMR
Lot 2, Block A
1/2"IRF
(CM)
(CM)
1/2"IRF
N85°38'44"E 241.84'
POINT OF COMMENCING
POINT OF BEGINNING
N85°38'44"E
15.04'
Exhibit "A-1"
15' Wide Roadway Easement
Vol. 1811, Pg. 607, CCLR.
7,248 Sq. Ft. or 0.166 Acre
C.F.M. Gooderin Survey, Abstract No. 353
& Joab Butler Survey, Abstract No. 46
City of Plano, Collin County, Texas
Lot 1, Block A
Stoney Hollow Phase Two
Volume O, Page 501 CCMR
15' Wide Roadway Easement
7,248 Sq. Ft. or 0.166 Acre
Vol. 1811, Pg. 607, CCLR.
Everett C. Moon
1.0920 Acres
Volume 978, Page 141
CCLR
Uland & McCann
2.7705 Acres
Volume 2554, Page 740 CCLR
N00°07'39"W
482.54'
7,248 Sq. Ft. or 0.166 Ac.
483.81'
S00°07'39"E
N
W
E
S
Scale: 1"= 50'
August 18, 2006
STATE OF TEXAS
REGISTERED
F. E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR
James C. Turner, Minnie Jo-Le &
Turner Family Trust
0.7311 Acre
Volume 5724, Page 3844 CCLR
P:/AC/2006Q3/AC57473.dwg
ROOME LAND SURVEYING, INC.
2000 AVENUE G
SUITE 810
PLANO, TX 75074
Phone Number (972) 423-4372
Fax Number (972) 423-7523
N89°30'51"W
15.00'
Second Replat Plano East Senior High School Addition
Volume D, Page 293 CCMR
G.F.M. Gooderin Survey, A-353
Joab Butler Survey, A-46

AA-10

Exhibit "A-2"

Metes and Bounds Description
C.F.M. Gooderin Survey, Abstract No. 353 & the
Joab Butler Survey, Abstract No. 46
City of Plano, Collin County, Texas

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the C.F.M. Gooderin Survey, Abstract No. 353 and the Joab Butler Survey, Abstract No. 46, being part of 2.7705 acre tract as recorded in Volume 2554, Page 740 of the Collin County Land Records, part of a 0.7311 acre tract as recorded in Volume 5724, Page 3844 of the Collin County Land Records, part of a 2.056 acre tract as recorded in Volume 4952, Page 4733 of the Collin County Land Records, being a portion of a 40-foot Wide Easement for right-of-way as recorded in Volume 558, Page 142 and Volume 558, Page 426 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at a ½-inch capped iron rod found marking the southwest corner of said 2.056 acre tract and the interior corner of Lot 1R, Block 1 of the Second Replat Plano East Senior High School Addition, an addition to the City of Plano as recorded in Volume D, Page 293 of the Collin County Map Records;

THENCE North 47°16'52" East, 253.33 feet to a point in the south line of said 40-foot wide right-of-way easement marking the POINT OF BEGINNING and southwest corner of the herein described premises;

THENCE with the west line of said premises, North 00°07'40" West, 40.00 feet to the northwest corner of said premises in the north line of said 40-foot wide right-of-way easement;

THENCE with the north line of said 40-foot wide right-of-way easement, South 89°35'55" East, 218.38 feet to its northeast corner;

THENCE with the east line of said 40-foot wide right-of-way easement, South 00°22'09" West, 40.00 feet to its southeast corner in the south line of said 40-foot wide right-of-way easement;

THENCE with the south line of said 40-foot wide right-of-way easement and said premises, North 89°35'55" West, 218.38 feet to the place of beginning and containing 8,735 square feet or 0.200 acre of land.

STATE OF TEXAS
REGISTERED
F. E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

AA-11

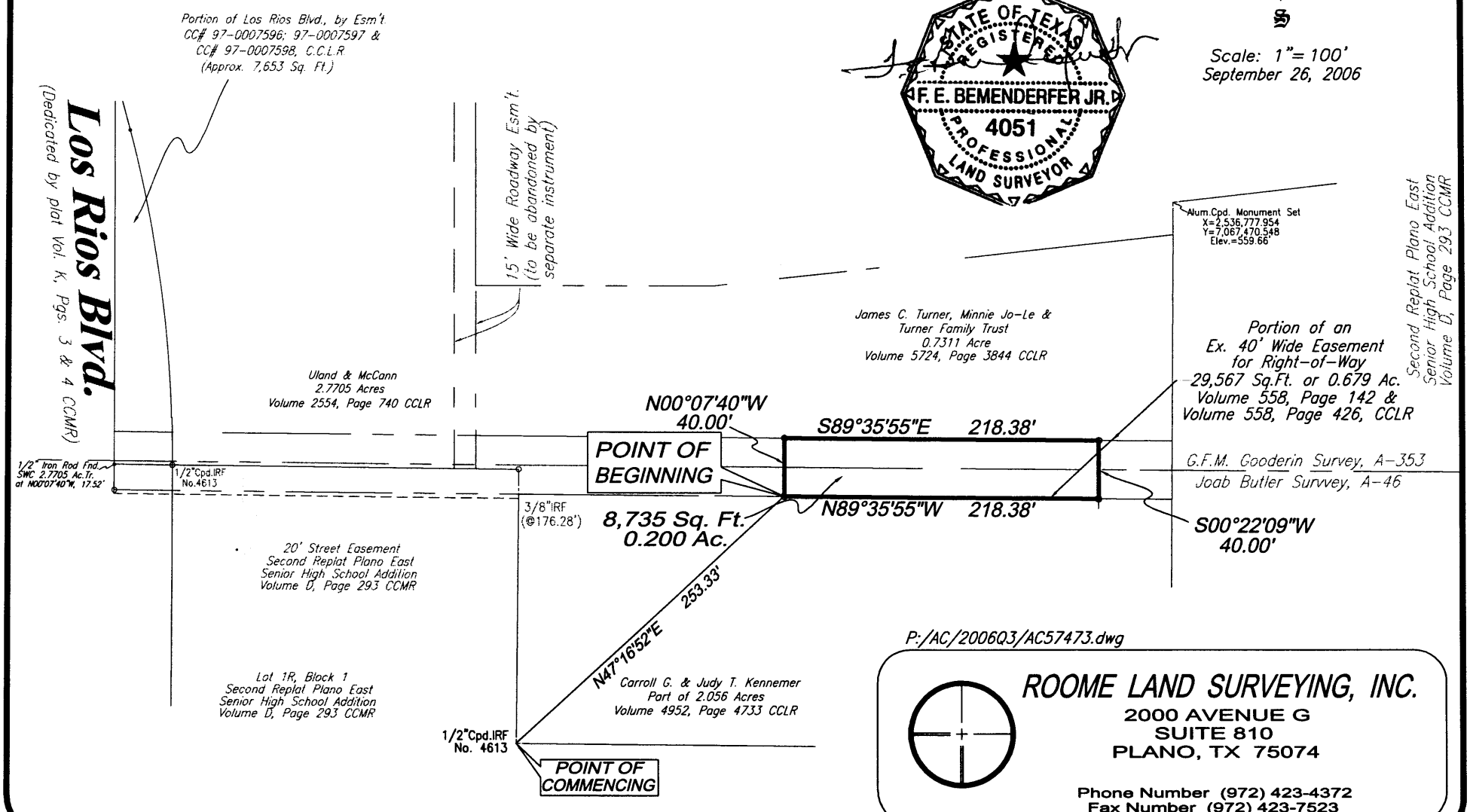
AA-12

Exhibit "A-1"

Portion of a 40' Wide Easement for Right-of-Way
Volume 558, Page 142 &
Volume 558, Page 426, CCLR.

8,735 Sq. Ft. or 0.200 Acre

C.F.M. Gooderin Survey, Abstract No. 353
& Joab Butler Survey, Abstract No. 46
City of Plano, Collin County, Texas



P:/AC/2006Q3/AC57473.dwg

ROOME LAND SURVEYING, INC.
2000 AVENUE G
SUITE 810
PLANO, TX 75074

Phone Number (972) 423-4372
Fax Number (972) 423-7523

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		6/14/07
Dept Signature:		City Manager		6/14/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Proj #5613

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

CAPTION

An ordinance of the City of Plano, Texas, granting a permit to Children's Medical Center of Dallas to drill a water well to supply irrigation needs at 7601 Preston Road, Plano, Texas, located south of Hedgcoxe Road and west of Preston Road; authorizing the City Manager, or his designee, to execute any and all documents in connection therewith; 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 is an application to drill a private well at 7601 Preston Road for irrigation purposes. The Engineering and Public Works Departments have reviewed the application and recommend approval.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	n/a

M:\PRIVATE DEVELOPMENT\Agendas\2007\062507-Children's Well.doc (eh)

BB1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, GRANTING A PERMIT TO CHILDREN'S MEDICAL CENTER OF DALLAS TO DRILL A WATER WELL TO SUPPLY IRRIGATION NEEDS AT 7601 PRESTON ROAD, PLANO, TEXAS, LOCATED SOUTH OF HEDGCOXE ROAD AND WEST OF PRESTON ROAD; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 21-36 through 21-46 of the Code of Ordinances of the City of Plano, Texas (hereinafter the "Private Well Ordinance"), Children's Medical Center of Dallas ("Children's"), applied for a permit to drill a water well in the City of Plano, at a location more particularly described in their application attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Council has reviewed the application and determined that it meets the requirements of the Private Well Ordinance and, therefore, finds the permit should be issued to Children's.

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

Section I. A permit to construct a private water well is hereby granted to Children's under the following conditions:

1. The private well will be constructed at 7601 Preston Road, located south of Hedgcoxe Road and west of Preston Road, as shown on the location map attached hereto as Exhibit "B" and incorporated herein by reference.

2. The depth of the well shall be approximately 1700 feet.

3. The well shall be constructed substantially according to the plans and specifications on file in the City Engineer's office which plans and specifications are incorporated herein by reference. Any substantial deviation from the plans shall be grounds for the revocation of the permit.

4. The purpose of the water well shall be to supply water for on-site irrigation only, and shall not be used for drinking water purposes.

5. Children's is responsible for assuring compliance with any state law or regulation concerning private wells. The adoption of this Ordinance shall not be construed as a finding that Children's has complied with relevant state laws or regulations.

6. Any failure to comply with the regulations in this Ordinance or in the Plano Code of Ordinances, Chapter 21, Art. II, Division 2 may result in the revocation of the permit.

Section II. The City Manager, or his designee, is hereby authorized to execute any and all other documents on behalf of the City of Plano that may become necessary in order to implement the terms and conditions of the granting of this permit.

Section III. This Ordinance shall become effective immediately after its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

BB3

PageSoutherlandPage
ARCHITECTURE INTERIORS CONSULTING ENGINEERING

20 May 2007

City of Plano
Engineering Department
1520 Ave K Suite 140
Plano, TX 75086

Re: CMC – Legacy Project – Water Well Approval
PSP # 304151.04

On behalf of Chilfren's Medical Center, the following information is provided herein for use in approving an irrigation water well for the Children's Medical Center – Legacy Project.

The Property Owner is: **Children's Medical Center-1935 Motor Street Dallas, Texas 75235**

The Property Address is: **7601 Preston Road Plano, TX 75024**

The Well Location legal description is: **126' off Hedgcoxe Road and 51'off Parking Lot Drive. Refer to the attached plan for the exact location. (Adjacent to the intersection of Preston Road and Hedgcoxe)**

The depth of the proposed well is: **Well to be approximately 1,700' deep (See enclosed specification outlining the well construction)**

The Well Drilling Contractor is: **J.L. Myers Pump Company-8325 Forney Road Dallas, Texas 75227**
Attn: Mr. K.T. Watson

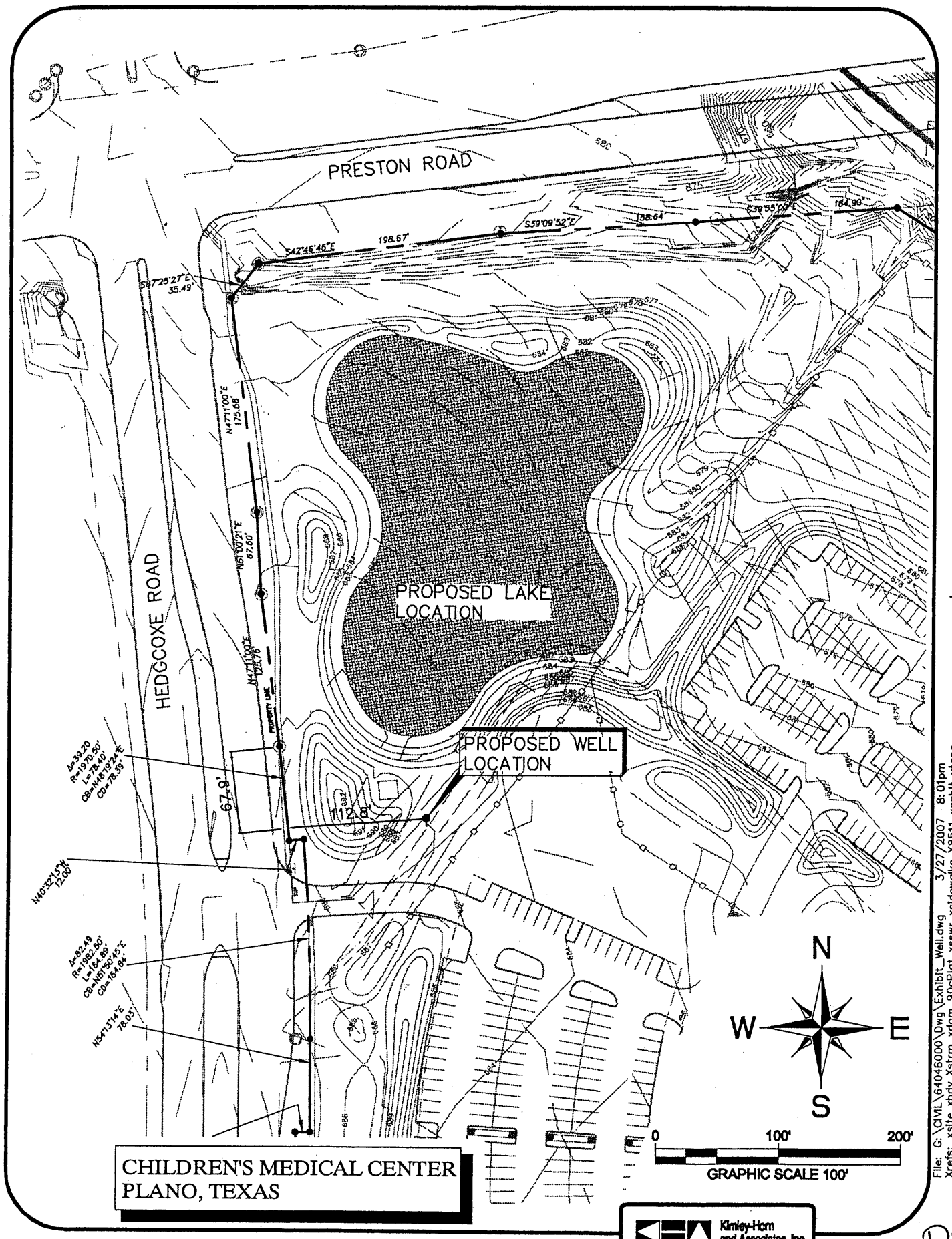
Based on the enclosed documentation, we look forward to a favorable approval of this query from your department. Should you need any additional clarification, please feel free to contact me at (214) 522-3900 extension 180 or on my cell phone at (214) 505-6327.

Regards,

Robert F. Doane, AIA, ACHA
Senior Vice President

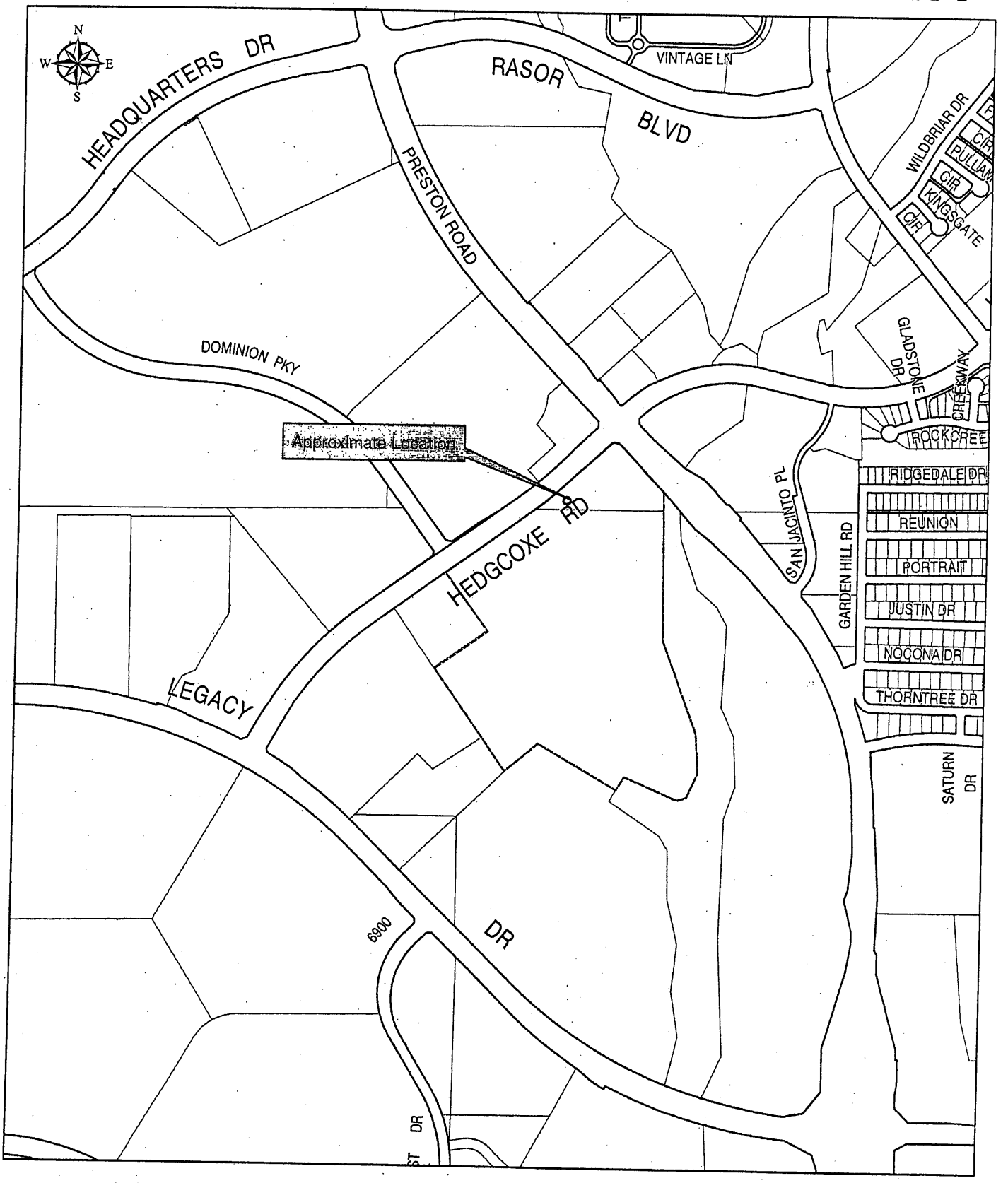
Cc: Mr. Lou Saksen, CMC
Mr. Jim Davis, CMC

BB-4


PRESTON ROAD
HEDGCOXE ROAD
PROPOSED LAKE LOCATION
PROPOSED WELL LOCATION
S42°46'45"E
198.57'
S39°09'52"E
158.64'
S39°55'00"E
164.90'
S87°26'27"E
35.49'
N47°11'00"E
173.68'
N51°00'21"E
67.00'
N47°11'00"E
125.76'
PROPERTY LINE
67.9'
112.8'
Δ=39.20
R=1970.50'
L=78.40
CB=N48°19'24"E
CD=78.39'
N40°32'15"W
12.00'
Δ=82.49
R=1982.50'
L=164.89'
CB=N51°50'15"E
CD=164.84'
N54°13'14"E
78.03'
N
W
E
S
0
100'
200'
GRAPHIC SCALE 100'
CHILDREN'S MEDICAL CENTER
PLANO, TEXAS
Kimley-Horn and Associates, Inc.
Images:
File: G:\CIVIL\6404600\Dwg\Exhibit_Well.dwg 3/27/2007 8:01pm
Xrefs: xsite xbdy Xstrm xdam 90cPlat xsswr xsidewalks X8511 xosbit xtopo

BB5

CHILDREN'S MEDICAL CENTER



LOCATION MAP

06/07/07

BB6

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	6/25/07	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Budget & Research		Initials	Date
Department Head	Karen M. Rhodes	Executive Director		
Dept Signature:	Carey Snoder for Karen Rhodes	City Manager		6/18/07
Agenda Coordinator (include phone #):	Eric Ellwanger - ext. 5470			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF $205,756 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE TO THE GENERAL FUND OPERATING APPROPRIATION FOR FISCAL YEAR 2006-07 FOR THE PURPOSE OF CONTRIBUTING ADDITIONAL FUNDS TO THE RETIREMENT SECURITY PLAN IN ORDER TO ENSURE THAT THE PLAN IS APPROPRIATELY FUNDED; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2006-9-9, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	190,249,582	0	**190,249,582**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	205,756	0	**205,756**
BALANCE	0	190,455,338	0	**190,455,338**

FUND(S): **GENERAL FUND**

COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total increases of $330,061.

STRATEGIC PLAN GOAL: Ensuring the City's Retirement Security Plan is appropriately funded relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Supplemental Appropriation No. 7

This supplemental appropriation will ensure that the Retirement Security Plan is appropriately funded.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
FY 2006-07 Supplemental Appropriations Log RSP Memo	

REV 08/98

CC-1

FY 2006-07
SUPPLEMENTAL APPROPRIATIONS

Description	Department	Amount
Fundindg for a Water Fountain at the Shops of Legacy Town Center.	City Council	$ 1,000,000
Recinding the appropriation for the Water Fountain at the Shops of Legacy.	City Council	$ (1,000,000)
Supplemental appropriation for funding the Sustainability program.	045 - Sustainability & Environmental Services	$ 33,578
Supplemental appropriation for funding the Texas Music Sundown Concerts.	632 - Creative Arts	$ 90,727
Supplemental appropriation for contributing additional funds to RSP.	381 - Human Resources	$ 205,756
TOTAL GENERAL FUND APPROPRIATIONS		$ 330,061
TOTAL CATV FUND APPROPRIATIONS		$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		$ -
Funding for emergency Sewer Repair.	041 - Water & Sewer	$ 4,500,000
Funding for emergency Sewer Repair.	041 - Water & Sewer	$ 3,500,000
TOTAL WATER & SEWER FUND		$ 8,000,000
Supplemental appropriation for funding the Sustainability program.	045 - Sustainability & Environmental Services	$ 33,855
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		$ 33,855
Provide additional funding for replacing/refurbishing various Plano Centre features.		$ 89,100
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		$ 89,100
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		$ -
TOTAL RECREATION FUND APPROPRIATIONS		$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		$ -
GRAND TOTAL ALL FUNDS		**$ 8,453,016**

CC-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF $205,756 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE TO THE GENERAL FUND OPERATING APPROPRIATION FOR FISCAL YEAR 2006-07 FOR THE PURPOSE OF CONTRIBUTING ADDITIONAL FUNDS TO THE RETIREMENT SECURITY PLAN IN ORDER TO ENSURE THAT THE PLAN IS APPROPRIATELY FUNDED; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2006-9-9, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2006-07 setting the appropriations for the General Fund at $190,249,582; and

WHEREAS, additional funding is required in order for the City of Plano to contribute additional funds to the Retirement Security Plan; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to ensure that the Retirement Security Plan is appropriately funded; and

WHEREAS, such costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for the Retirement Security Plan, and that such action is a public necessity.

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

SECTION I. The sum of TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS ($205,756) is hereby transferred from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2006-07 as adopted by Ordinance No. 2006-9-9 and Section I (A.) is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity pursuant to the City Charter Section 9.15.

CC-3

SECTION IV. This supplemental appropriation Ordinance No. 7 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2007.

_____
Pat Evans, **MAYOR**

ATTEST:

_____
Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, **CITY ATTORNEY**

7CC-4

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		5/30/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

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

CAPTION

PUBLIC HEARING AND AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 109 FOR A TAX ABATEMENT CONSISTING OF A 13.322 ACRE TRACT OF LAND LOCATED SOUTH OF PLANO PARKWAY IN THE BOWATER COMPUTER FORMS INC. ADDITION, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-2008**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): **GENERAL**

COMMENTS: The fiscal impact is contingent upon the value of improvements made to the property. Currently, the Real Property is estimated to have an approximate taxable value of not less than $100,000. The Business Personal Property is estimated to have an approximate taxable value of not less than $700,000. The Proposed Real Property and Business Property tax abatement on the improvements will begin January 1, 2008 and continue to December 31, 2017, and will be equal to 50% for ten (10) years.

SUMMARY OF ITEM

This is related to the 3000 East Plano Parkway Property LLC, a Texas limited liability company, and CVE Technology Group Inc., a Texas Corporation, request for tax abatement. This Ordinance creates the geographical zone in which Council will hold a Public Hearing earlier on the same Agenda date. Notice of Public Hearing to be published on June 14, 2007.

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

CITY OF PLANO
COUNCIL AGENDA ITEM

Ordinance and Public Hearing Notice	Joint Committee on Tax Abatement, CCCD, Collin County Community College

1-2

INTEROFFICE MEMORANDUM

TO:	Thomas H. Muehlenbeck City Manager	**DATE:**	June 25, 2007
FROM:	John F. McGrane Director of Finance	**CC:**	Cindy Pierce Exec. Admin. Asst.

SUBJECT: Tax Abatement for 3000 East Plano Parkway Property and CVE Technology Group Inc.– Reinvestment Zone 109

3000 East Plano Parkway Property and CVE Technology Group Inc, are relocating to a 105,880 square foot building located South of Plano Parkway in the Bowater Computers Forms Inc. Addition. As part of the relocation process, CVE Technology Group Inc., is relocating 96 employees from its other previous location and creating an additional 10 new jobs during the abatement process. The building is expected to be occupied in July, 2007.

The tax abatement will be based on the following values; the estimated amount of $700,000 Business Personal Property and $100,000 in Real Property This tax abatement will be for a period of ten years, from January 1, 2008 through December 31, 2017, and shall be based on amounts equal of 50% for Business Personal Property, which is approximately $1,657.25 annually and $236.75 annually for Real Property

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Monday June 25th, 2007, to consider the creation of Reinvestment Zone No. 109 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 109 being a 13.322 acre tract of land out of the **J.B. Roundtree Survey, Abstract No. 759** in the City of Plano, Collin County Texas, and recorded in Volume C, Page 74 Deed Records of Collin County, Texas, and with said premises being more particularly described by metes and bounds on file in the Finance Department.

1-4

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 109 FOR A TAX ABATEMENT CONSISTING OF A 13.322 ACRE TRACT OF LAND LOCATED SOUTH OF PLANO PARKWAY IN THE BOWATER COMPUTER FORMS INC. ADDITION, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 25th day of June, 2007, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

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

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

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

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

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

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

a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.

b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.

c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.

d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

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

a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and

b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and

c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and

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to the land included in the zone and the improvements sought are feasible and practical; and

d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 109, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2008.

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

a) Be located wholly within the zone as established herein.

b) Have a minimum expenditure on personal property improvements equal to or greater than **Seven Hundred Thousand and No/100 Dollars ($700,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **One Hundred Thousand and No/100 Dollars ($100,000.00).**

c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

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e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

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

a) Duration of Exemption - ten (10) consecutive tax years beginning with and including the January 1, 2008 assessment date.

b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017.

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

a) Listing the kind, number and location of all proposed improvements of the property;

b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;

c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and

d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

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

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

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DULY PASSED AND APPROVED this 25th day of June, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 109
Real Property
Metes and Bounds

Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the J. B. Roundtree Survey, Abstract No. 759, being all of Lot 1, Block A of Bowater Computer Forms, Inc. Addition, an addition to the City of Plano as recorded in Volume C, Page 74 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found in the south right-of-way line of Plano Parkway in the approximate middle of a railroad spur marking the northwest corner of said premises, said Bowater Computer Forms, Inc. Addition and the northeast corner of Lot 1R, Block 24 of Central Plano Industrial Park #3, an addition to the City of Plano as recorded in Volume L, Page 287 of the Collin County Map Records;

THENCE with the south right-of-way line of Plano Parkway, the north line of said premises and said Bowater Computer Forms, Inc. Addition, South 89°47'30" East, 524.57 feet to the northeast corner of said premises and said addition from which an "X" found for reference bears South 21°53'22" East, 0.44 feet, said corner also being the northwest corner of Lot 1, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Volume N, Page 459 of the Collin County Map Records;

THENCE departing said right-of-way line and along the east line of said Bowater Computer Forms Inc. Addition and the west line of said Plano Tech Center II, South 00°12'30" West, 967.92 feet to the southeast corner of said premises, said Bowater Computer Forms, Inc. Addition, the southwest corner of said Plano Tech Center II and being in the north line of a TXU Delivery Company 8.92 acre tract as recorded in Volume 576, page 367 of the Collin County Land Records from which a ½' Half capped iron rod found for reference bears South 08°57'36" East, 0.39 feet;

THENCE with the south line of said premises, said Bowater Computer Forms, Inc. Addition and the north line of said TXU Delivery 8.92 acre tract, North 89°37'00" West, 934.98 feet to a ½" Half capped iron rod found marking the southwest corner of said premises, said Bowater Computer Forms, Inc. Addition and the most southerly southeast corner of the aforementioned Lot 1R, Block 24 of Central Plano Industrial Park #3;

THENCE with a common line between said premises, said Bowater Computer Forms, Inc. Addition and the aforementioned Lot 1R, Block 24 of Central Plano Industrial Park #3 as follows: North 00°12'30" East, 97.68 feet to a Roome ½" capped iron rod set in a railroad spur; North 82°02'30" East, 53.21 feet to an Aluminum Monument found for corner and marking the beginning of a curve to the left; Northeasterly along said curve having a central angle of 81°50'00" with a radius of 382.00 feet, for an arc distance of 545.60 feet (chord = North 41°07'30" East, 500.39 feet) to the ½" Goodwin capped iron rod found marking the end of said curve; North 00°12'30" East, 481.70 feet to the place of beginning and containing 13.322 acres of land.

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	**6/25/07**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	FINANCE		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		5/30/07
Agenda Coordinator (include phone #):	**Brianna Alvarado x7479**			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, 3000 EAST PLANO PARKWAY PROPERTY, LLC, A TEXAS LIMITED LIABILITY COMPANY AND CVE TECHNOLOGY GROUP INC., A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-2008**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): GENERAL

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $700,000 The real property is estimated to have an approximate taxable value of not less $100,000 The proposed Business Personal Property tax abatement on the improvements will begin January 1, 2008 and continue through the year 2017, and will be equal to 50% for ten (10) years.

SUMMARY OF ITEM

A request by 3000 East Plano Parkway Property LLC, a Texas limited liability company and CVE Technology Group Inc., a Texas Corporation for a Tax Abatment reinvestment zone 109.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution and Tax Abatement Agreement	Joint Committee on Tax Abatement, CCCCD, Collin County Community College

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, 3000 EAST PLANO PARKWAY PROPERTY, LLC, A TEXAS LIMITED LIABILITY COMPANY AND CVE TECHNOLOGY GROUP INC., A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, 3000 East Plano Parkway Property LLC, a Texas Limited Liability Company, along with CVE Technology Group, Inc., Texas Corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 25th day of June, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

M:\Worduser\Tax Abatements\CVE Technology(109)\cve Resolution.doc

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City"; the County of Collin, Texas, duly acting herein by and through its County Judge, and the Collin County Community College District, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as "Taxing Units," and **3000 East Plano Parkway Property LLC**, a Texas Limited Liability Company, duly acting by and through its managing member or officer, hereinafter referred to as "**Owner**," and **CVE Technology Group , Inc.**, a Texas Corporation, duly acting by and through its officer, hereinafter referred to as "**Lessee**."

W I T N E S S E T H:

WHEREAS, on the _____ day of _____ , 2007, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing Reinvestment Zone No. 109, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by TEXAS TAX CODE, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2006-9-22(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 109 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

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1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, 3000 East Plano Parkway Property LLC, is the Owner of the Real Property. This Agreement shall be terminated should the Real Property not be leased by Lessee, its successors or affiliates, or should such lease be terminated during the term of this Agreement.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 109, which shall be hereinafter referred to as the "Personalty." The Personalty is presently estimated to have an approximate taxable value of **Seven Hundred Thousand Dollars ($700,000.00)** and is or will be owned by Lessee or its affiliates. Lessee shall timely render its personal property value each year to the Central Appraisal District

3. Lessee, as owner of the Personalty, may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. Lessee estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in the relocation of approximately 96 employees when the new office building is completed and an additional 10 employees by December 1, 2008 and during the abatement term at the Development in Plano.

IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as "Improvements") consisting primarily of a new building consisting of not less than 105,000 gross square feet of office space with an initial expenditure of not less than **One Hundred Thousand Dollars ($100,000.00)** on or before December 31, 2008, provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if Owner is diligently and faithfully pursuing the completion of the Improvements or, if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

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6. The Owner agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, Owner shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: production/manufacturing/office space where Lessee or its affiliates will initially relocate approximately 96 employees with an additional 10 employees by December 1, 2008 and during the abatement term, referred to herein as the "Purposes."

DEFAULT

7. Any of the following events shall be deemed a breach of this agreement resulting in default:

(a) The Improvements are not completed in accordance with this Agreement;

(b) Owner or Lessee allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Lessee fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before December 31, 2008; or

(d) The value of the Improvements to Real Property and the value of Personalty placed on the improved Real Property on December 31, 2008, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) Lessee fails to employ at least 75% of its employee commitment as provided in paragraph 4 above; or

(f) Owner or Lessee fails to provide annual certification as required in paragraph 10 below.

8. In the event that the Owner or Lessee defaults under this Agreement then the City or Taxing Units shall give the Owner and Lessee written notice of such default and if the Owner or Lessee has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City and Taxing Units. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after Owner or Lessee fails to cure same in

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accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above and after Owner or Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes, including previously abated taxes which would have been paid to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by TEXAS TAX CODE § 33.01, but without the addition of penalty other than that mandated by TEXAS TAX CODE § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, and Lessee must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written permission is first granted by the City and Taxing Units, which permission shall be at the reasonable discretion of the City and Taxing Units, except under the following conditions:

(a) Assignment to an affiliate of Lessee is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant.

However, Owner and Lessee agree to give written notice to the City and Taxing Units of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

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(a) The tax abatements as to the Real Property, Improvements, and Personalty, as provided for herein, shall be for a period of ten (10) tax years from January 1, 2008 through December 31, 2017.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to 50% of the value of the improved value of the Real Property and Improvements and 50% of the Personalty for each tax year from January 1, 2008 through December 31, 2017.

(c) The Owner and Lessee shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano, Texas
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano, Texas
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

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County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners' Court
210 South McDonald, Suite 626
McKinney, Texas 75069

Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Boulevard
Plano, Texas 75093

For Owner by notice to:

3000 East Plano Parkway Property LLC
Attention: Mr. Jong Auk Jung
Vice President
3000 East Plano Parkway
Plano, Texas 75074

For Lessee by notice to:

CVE Technology Group, Inc.
Attention: Mr. Jong Auk Jung
Vice President
3000 East Plano Parkway
Plano, Texas 75074

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The Owner and Lessee further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner and Lessee) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and City and Taxing Units shall have the continuing right (upon reasonable prior notice to Owner and Lessee) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

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15. It is understood and agreed between the parties that the Owner and Lessee, in performing their obligations hereunder, are acting independently, and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties and Owner and Lessee agree to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's or Lessee's default of their obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 25th day of June, 2007, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the _____ day of _____, 2007, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the _____ day of _____, 2007, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by Owner pursuant to authority granted by its managing member or officer, whereby the managing member or officer of the limited liability company was authorized to execute this Agreement on behalf of Owner.

21. This Agreement was entered into by Lessee pursuant to authority granted by its officer, whereby the officer of the corporation was authorized to execute this Agreement on behalf of Lessee.

22. This instrument shall constitute a valid and binding agreement between the City, Owner, and Lessee when executed in accordance herewith, regardless of whether any other Taxing Unit executes this Agreement. This shall constitute a valid and binding Agreement between such Taxing Units, Owner and Lessee when executed on behalf of said parties, for the abatement of such Taxing Unit's taxes in accordance therewith.

23. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or

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provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this _____ day of _____, 2007.

ATTEST:

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

_____
Diane Zucco, CITY SECRETARY

_____
Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN COUNTY

_____

_____
COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

_____

_____
CHAIRMAN

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ATTEST:

3000 EAST PLANO PARKWAY PROPERTY LLC, a Texas Limited Liability Company

_____

_____
Jong Auk Jung
Vice President

ATTEST:

CVE TECHNOLOGY GROUP, INC., a Texas Corporation

_____

_____
Jong Auk Jung
Vice President

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 109
Real Property
Metes and Bounds

Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the J. B. Roundtree Survey, Abstract No. 759, being all of Lot 1, Block A of Bowater Computer Forms, Inc. Addition, an addition to the City of Plano as recorded in Volume C, Page 74 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found in the south right-of-way line of Plano Parkway in the approximate middle of a railroad spur marking the northwest corner of said premises, said Bowater Computer Forms, Inc. Addition and the northeast corner of Lot 1R, Block 24 of Central Plano Industrial Park #3, an addition to the City of Plano as recorded in Volume L, Page 287 of the Collin County Map Records;

THENCE with the south right-of-way line of Plano Parkway, the north line of said premises and said Bowater Computer Forms, Inc. Addition, South 89°47'30" East, 524.57 feet to the northeast corner of said premises and said addition from which an "X" found for reference bears South 21°53'22" East, 0.44 feet, said corner also being the northwest corner of Lot 1, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Volume N, Page 459 of the Collin County Map Records;

THENCE departing said right-of-way line and along the east line of said Bowater Computer Forms Inc. Addition and the west line of said Plano Tech Center II, South 00°12'30" West, 967.92 feet to the southeast corner of said premises, said Bowater Computer Forms, Inc. Addition, the southwest corner of said Plano Tech Center II and being in the north line of a TXU Delivery Company 8.92 acre tract as recorded in Volume 576, page 367 of the Collin County Land Records from which a ½" Half capped iron rod found for reference bears South 08°57'36" East, 0.39 feet;

THENCE with the south line of said premises, said Bowater Computer Forms, Inc. Addition and the north line of said TXU Delivery 8.92 acre tract, North 89°37'00" West, 934.98 feet to a ½" Half capped iron rod found marking the southwest corner of said premises, said Bowater Computer Forms, Inc. Addition and the most southerly southeast corner of the aforementioned Lot 1R, Block 24 of Central Plano Industrial Park #3;

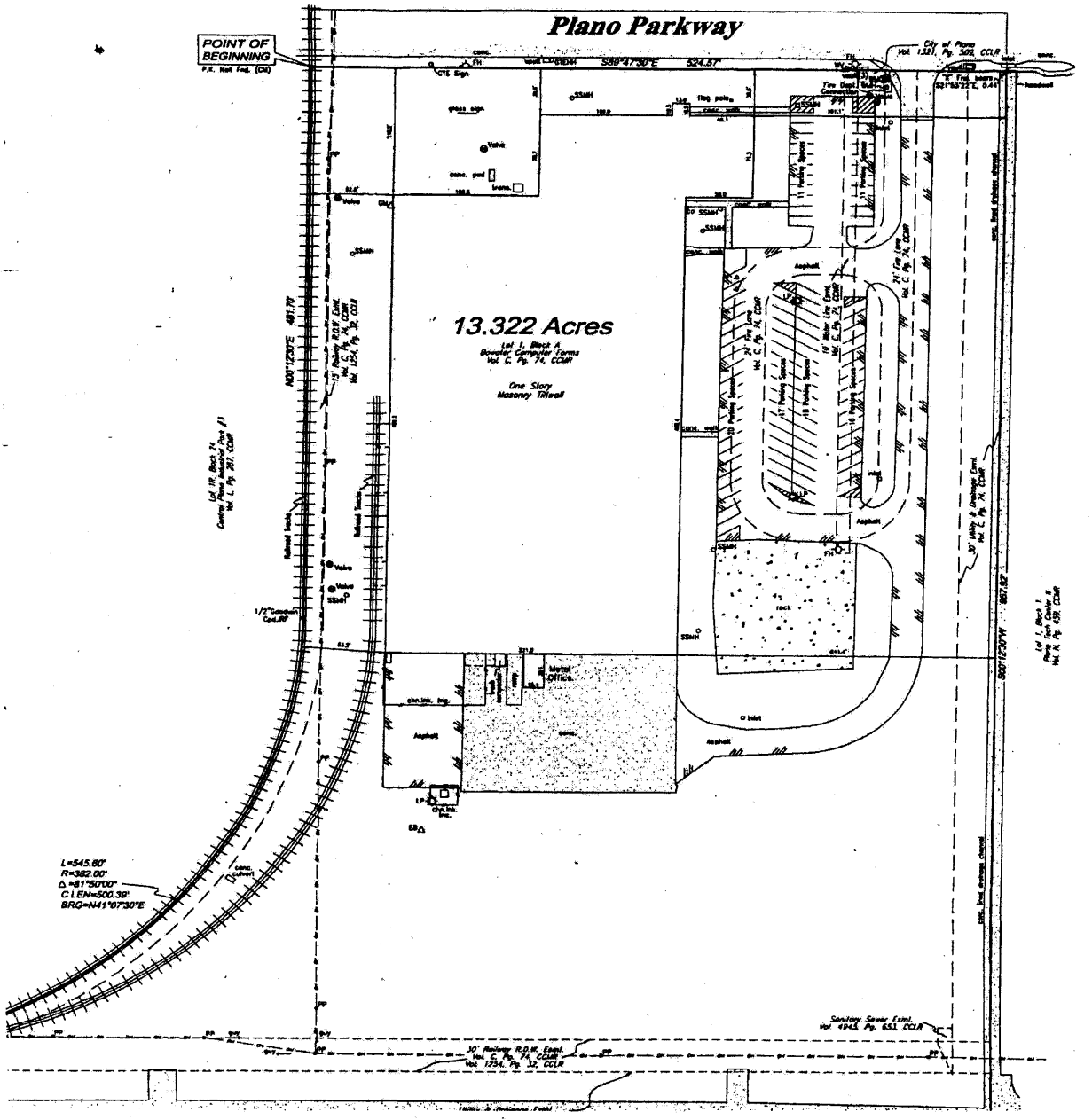
THENCE with a common line between said premises, said Bowater Computer Forms, Inc. Addition and the aforementioned Lot 1R, Block 24 of Central Plano Industrial Park #3 as follows: North 00°12'30" East, 97.68 feet to a Roome ½" capped iron rod set in a railroad spur; North 82°02'30" East, 53.21 feet to an Aluminum Monument found for corner and marking the beginning of a curve to the left; Northeasterly along said curve having a central angle of 81°50'00" with a radius of 382.00 feet, for an arc distance of 545.60 feet (chord = North 41°07'30" East, 500.39 feet) to the ½" Goodwin capped iron rod found marking the end of said curve; North 00°12'30" East, 481.70 feet to the place of beginning and containing 13.322 acres of land.

2-13

EXHIBIT "B"
THE MAP OF METES AND BOUNDS
REINVESTMENT ZONE NO. 109

Legal Description

Being Lot 1, Block A, Bowater Computer Forms Inc. Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume C, Page 74 of the Map Records of Collin County, Texas.



2-14

EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 109

This letter certifies that 3000 EAST PLANO PARKWAY PROPERTY LLC, a Texas Limited Liability Company and CVE TECHNOLOGY GROUP, INC., A Texas Corporation are in compliance with each applicable term as set forth in the Agreement to Resolution No. 2007-_____(R) as of _____200__. The term of this agreement is January 1, 2008 through December 31, 2017. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

_____

3000 EAST PLANO PARKWAY PROPERTY LLC, a Texas Limited Liability Company

BY: _____
Jong Auk Jung
Vice President

ATTEST:

_____

CVE TECHNOLOGY GROUP, INC., a Texas Corporation

BY: _____
Jong Auk Jung
Vice President

Date: _____

NOTE: This certification form should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

2-15

DATE: June 5, 2007

TO: Honorable Mayor & City Council

FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of June 4, 2007

AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2007-11
APPLICANT: CITY OF PLANO

Request to establish appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard. Neighborhood #51. The potential zoning may be residential or nonresidential. Zoned General Office with Specific Use Permit #13 for Country Club and Private Club.

APPROVED: 5-3 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

PETITION(s) RECEIVED: 1 **# OF SIGNATURES:** 149 in favor of SF-9 zoning.

STIPULATIONS:

The Planning & Zoning Commission recommended that the property be rezoned to Single Family Residence-9 (SF-9). One commissioner voting in opposition felt that Single Family Residence-7 (SF-7) was the appropriate zoning. The other two commissioners voting in opposition felt that SF-9 zoning was not practical given the small size of the tract and adjacent Single Family Residence Attached (SF-A) zoning, and that the appropriate residential zoning should be decided in conjunction with a specific development proposal.

FOR CITY COUNCIL MEETING OF: June 25, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

xc: Jeffrey Silverstein, Los Rios Golf Course, L.P.
Bill Dahlstrom

CITY OF PLANO

PLANNING & ZONING COMMISSION

June 4, 2007

Agenda Item No. 6

Public Hearing: Zoning Case 2007-11

Applicant: City of Plano

DESCRIPTION:

Request to establish appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard. Neighborhood #51. The potential zoning may be residential or nonresidential. Zoned General Office with Specific Use Permit #13 for Country Club and Private Club.

The area of the request is the clubhouse facilities lot of the Los Rios Country Club. The property is currently zoned for General Office with Specific Use Permit #13 for Country Club and Private Club (Private) (O-2 w/SUP-13) and is used as a country club. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. The property is developed with a clubhouse, four tennis courts, a swimming pool, and includes approximately three acres of open area that is undeveloped but on the same lot. The request does not include the golf course itself, which is zoned Agricultural with Specific Use Permit #9 for a Country Club.

HISTORY:

The existing zoning for the clubhouse and golf course properties was established in 1972, along with the rezoning for the entire residential and retail area known as Los Rios. The City Council, at the time, designated the clubhouse property as Office with an SUP for a country club and private club. The golf course itself was zoned Agricultural with an SUP for a country club. The records for the zoning case do not indicate why Office zoning was chosen for the clubhouse property. It may be that residential zoning districts at that time did not allow either clubhouses or private clubs. Since that time, much of the residential property in the area was rezoned to Single-Family-7 Residence (SF-7) with a limited amount of Single-Family-9 Residence (SF-9), Patio Home (PH), Single-Family Residence Attached (SF-A) and Two-Family Residence (Duplex) (2F) zoning in addition to the General Office (O-2) zoning for the area of this request.

Zoning Case 2006-25 In August 2006, the property owner filed a rezoning petition for 4.0± acres of the clubhouse property to rezone it from O-2 to SF-A. The intent of the request was to permit townhouse development of the four-acre tract in conjunction with the adjacent SF-A zoned tract. After further review and conversations with staff, the petition was amended to include the entire O-2 zoned property, and the zoning case was re-noticed for the October 16, 2006, Planning & Zoning Commission meeting. The Commission recommended denial of the rezoning petition. The property owner did not appeal the denial recommendation to City Council.

Call for Public Hearing On April 2, 2007, the Commission called a public hearing to establish appropriate zoning for the area of this request. The Commission thought it was appropriate to revisit the appropriate zoning for the clubhouse property.

REMARKS:

The purpose of this zoning case, initiated by the Planning & Zoning Commission, is to establish appropriate zoning for the Los Rios Country Club property. The potential zoning may be residential or nonresidential. The request does not include the golf course property. SUP #13 for Country Club and Private Club will remain in place and is not a part of this request.

Surrounding Land Use and Zoning

To the north, there is a 3.8± acre tract zoned SF-A that is undeveloped. A preliminary site plan for this SF-A property, Las Palmas Addition, was approved by the Planning & Zoning Commission on February 19, 2007. The preliminary site plan indicated 38 SF-A residential lots and two open space lots. Beyond the SF-A property to the north is an existing subdivision of patio homes zoned Planned Development-55-Patio Home. To the east and south, is the existing Los Rios golf course which is operated in conjunction with the country club and is zoned Agricultural. To the west, the property is zoned SF-9 and is developed with single family residences. To the northwest, across Country Club Drive, the property is zoned SF-7 and is also developed with single-family residences.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential (R). The current O-2 zoning is not in conformance with the Future Land Use Plan. The Future Land Use Plan does not distinguish residential development as to low, medium, or high density use. The plan states specifically that the residential designation is left flexible because the city desires to develop attractive, inclusive, and cohesive residential neighborhoods with a mix of housing opportunities. Any residential zoning district, therefore, would be in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available.

Policy Statement: Rezoning to Meet Demand - This policy statement establishes ten guidelines for rezoning nonresidential properties to residential zoning, as follows:

1. A property must be physically appropriate (in terms of size, dimensions, and shape) for residential use;

2. The area to be rezoned is an extension of a residential neighborhood and is not separated from the neighborhood by a thoroughfare of Type C or larger;

3. The area is not affected by adverse environmental conditions such as noise, light fumes, or related nuisances;

4. The proposed rezoning or text amendment conforms to the objectives and strategies of the Land Use and Housing Elements of the Comprehensive Plan;

5. The rezoning would not result in a shortage of land required for neighborhood retail or service uses;

6. The rezoning or text amendments would not jeopardize the land areas considered prime for future economic expansion;

7. The rezoning or text amendments would not result in residual tracts that are inconsistent with the Comprehensive Plan;

8. The resulting conversion to residential use would provide for an appropriate transition between residential and nonresidential uses.

9. The rezoning or text amendment is clearly consistent with the intent of reducing the overall impact of zoning imbalance on the city's Land Use System; and

10. Consider the impact that the proposed rezoning would have on existing public service facilities (schools, parks, streets, etc.).

This tract is within an existing neighborhood with a variety of residential zoning districts including SF-9, SF-7, PH, SF-A, and 2F. The size and topography of the tract is physically appropriate for development for residential use, and can accommodate street and lot layout for any of the area's residential zoning districts. The tract is not along major regional corridors or contiguous with other areas of nonresidential development; therefore, rezoning the tract to residential would not jeopardize land areas considered prime for economic development.

Effect of Residential Zoning on Current Use

Country Club/Golf Course (Private) use is permitted with approval of an SUP in residential zoning districts. Private Club use is not normally permitted within residential zoning districts; however, a private club may be approved by SUP in residential zoning districts if associated with Country Club/Golf Course use. This request does not propose to rescind the existing SUP for Country Club and Private Club; therefore, rezoning the property to a residential classification would not create a nonconforming use.

3-4

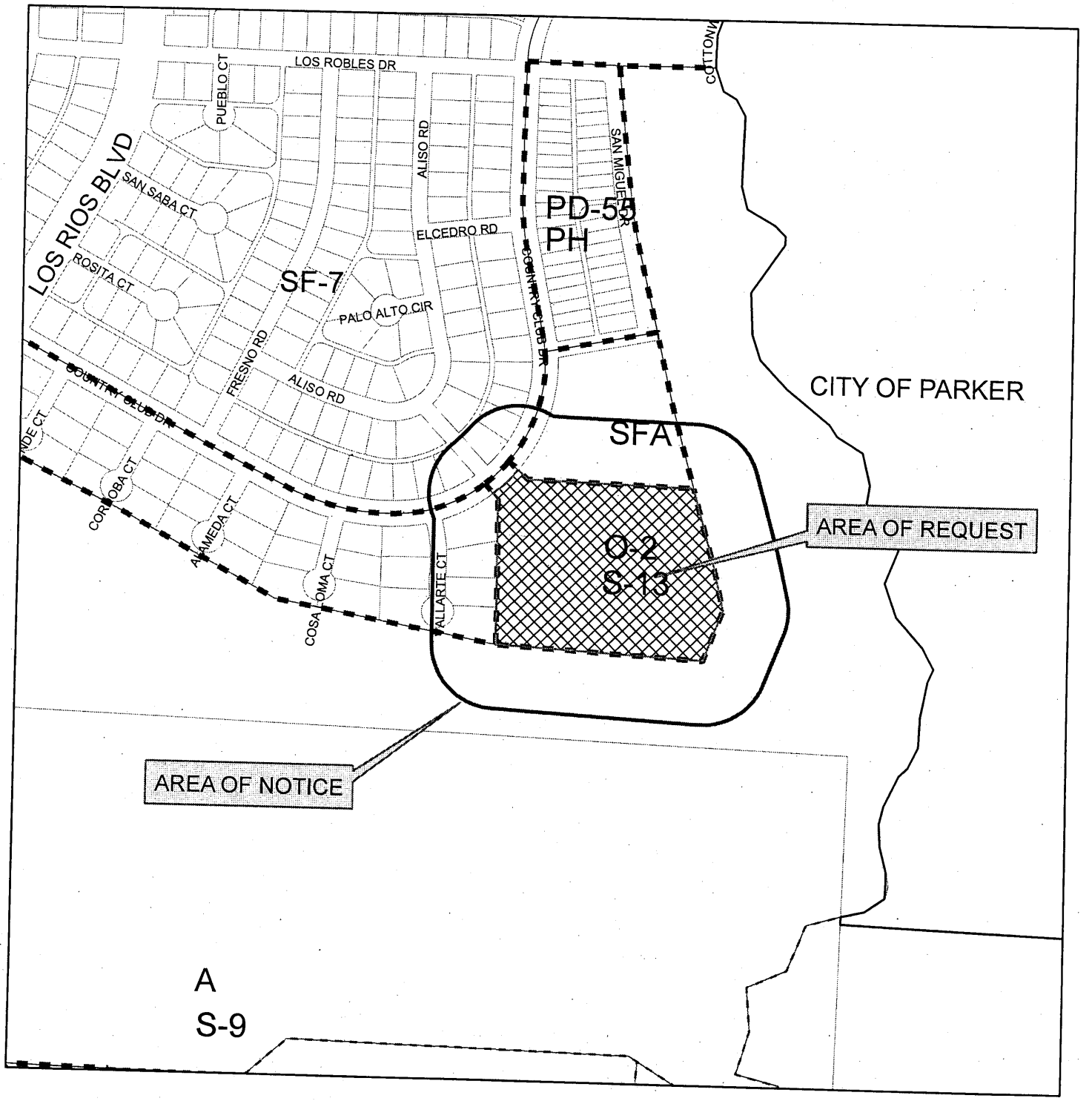
SUMMARY:

The Future Land Use Plan designates the area of the request as Residential. The property is physically appropriate for residential development, and is consistent with the Rezoning to Meet Demand policy statement of the Land Use Element of the Comprehensive Plan. The Los Rios area contains a variety of residential zoning district classifications, any of which may be developed on this property given its size and configuration.

RECOMMENDATION:

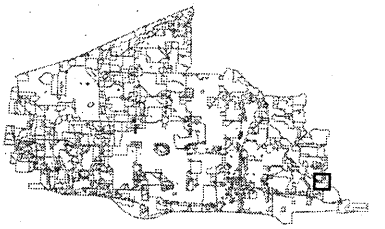
Recommended that the property be rezoned to a residential zoning classification.

35



Zoning Case #: 2007-11

Existing Zoning: GENERAL OFFICE
w/SPECIFIC USE PERMIT #13



3-6

200' Notification Buffer

June 18, 2007

Hon. Pat Evans
and City Council
City of Plano
1520 Avenue K
Plano, Texas 75086

Re: Zoning Protest, Zoning Case 2007-11 Los Rios Golf Course Clubhouse Property
Plano Planning & Zoning Commission Agenda Item 6, June 4, 2007

Dear Mayor Evans and Council Members:

Los Rios Golf Course, L.P. is the owner of the property subject to the zoning case referenced above. As the general partner of Los Rios Golf Course, L.P., I am forwarding this letter to serve as the owner's protest to the proposed change in zoning. We believe that the proposed change is incompatible with the zoning on our property contiguous to the north and that the proposed change would severely inhibit the ability to develop the small undeveloped tract which is subject to this proposed change.

Accordingly, pursuant to Section 211.006 of the Texas Local Government Code, as well as Sections 6.112, 6.113, and 6.114 of the City of Plano Zoning Ordinance, the affirmative vote of at least three-fourths of all members of the governing body is required in order for the proposed change to take effect.

If you have any questions regarding this protest, please do not hesitate to call me at (858) 436-8460 or our counsel, Bill Dahlstrom at (214) 953-5932.

LOS RIOS GOLF COURSE, LP

By: Jeff Silverstein
Its: General Partner

Recommendation of the
Planning & Zoning Commission
June 4th, 2007 Meeting
2nd Vice Chair Report

Agenda Item: No. 6 Public Hearing

Public Hearing: Zoning Case 2007- 11

Applicant: City of Plano

Description: Request to establish appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard. Neighborhood #51. The potential zoning may be residential or nonresidential. Zoned General Office with Specific Use Permit #13 for Country Club and Private Club.

Staff Recommendation: To rezone the property to a residential zoning classification.

Commission Action: Approved SF-9 zoning by a vote of 5-3

PURPOSE:

The purpose of this zoning case, initiated by the Planning & Zoning Commission, is to establish appropriate zoning for a portion of the Los Rios Country Club property. The potential zoning may be residential or nonresidential. The request does not include the golf course property. The existing SUP #13 for Country Club and Private Club will remain in place and is not a part of this request.

DESCRIPTION:

The area of the request is the clubhouse facilities lot of the Los Rios Country Club. The property is currently zoned for General Office with Specific Use Permit #13 for Country Club and Private Club (Private) (O-2 w/SUP-13) and is currently used as a country club. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. The property is developed with a clubhouse, four tennis courts, a swimming pool, and includes approximately three acres of open area that is undeveloped but on the same lot. The request does not include the golf course itself, which is zoned Agricultural with Specific Use Permit #9 for a Country Club.

HISTORY:

The existing zoning for the clubhouse and golf course properties was established in 1972, along with the rezoning for the entire residential and retail area known as Los Rios. The City Council, at the time, designated the clubhouse property as Office with an SUP for a country club and private club. The golf course itself was zoned Agricultural with an SUP for a country club. The records for the zoning case do not indicate why Office zoning was chosen for the clubhouse property. It may be that residential zoning districts at that time did not allow either clubhouses or private clubs. Since that time, much of the residential property in the area was rezoned to Single-Family-7 Residence (SF-7) with a limited amount of Single-Family-9 Residence (SF-9), Patio Home (PH), Single-Family Residence Attached (SF-A) and Two-Family Residence (Duplex) (2F) zoning in addition to the General Office (O-2) zoning for the area of this request.

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In August 2006, the property owner filed a rezoning petition for 4.0± acres of the clubhouse property to rezone it from O-2 to SF-A. The intent of the request was to permit townhouse development of the four-acre tract in conjunction with the adjacent SF-A zoned tract. After further review and conversations with staff, the petition was amended to include the entire O-2 zoned property, and the zoning case was re-noticed for the October 16, 2006, Planning & Zoning Commission meeting. The Commission recommended denial of the rezoning petition. The property owner did not appeal the denial recommendation to City Council.

Call for Public Hearing

On April 2, 2007, the Commission called a public hearing to establish appropriate zoning for the area of this request. The Commission thought it was appropriate to revisit the appropriate zoning for the clubhouse property.

Surrounding Land Use and Zoning

To the north, there is a 3.8± acre tract zoned SF-A that is undeveloped. A preliminary site plan for this SF-A property, Las Palmas Addition, was approved by the Planning & Zoning Commission on February 19, 2007. The preliminary site plan indicated 38 SF-A residential lots and two open space lots. Beyond the SF-A property to the north is an existing subdivision of patio homes zoned Planned Development-55-Patio Home. To the east and south, is the existing Los Rios golf course which is operated in conjunction with the country club and is zoned Agricultural. To the west, the property is zoned SF-9 and is developed with single family residences. To the northwest, across Country Club Drive, the property is zoned SF-7 and is also developed with single-family residences.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential (R). The current O-2 zoning is not in conformance with the Future Land Use Plan. The Future Land Use Plan does not distinguish residential development as to low, medium, or high density use. The plan states specifically that the residential designation is left flexible because the city desires to develop attractive, inclusive, and cohesive residential neighborhoods with a mix of housing opportunities. Any residential zoning district, therefore, would be in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available.

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3. The area is not affected by adverse environmental conditions such as noise, light fumes, or related nuisances;

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5. The rezoning would not result in a shortage of land required for neighborhood retail or service uses;

6. The rezoning or text amendments would not jeopardize the land areas considered prime for future economic expansion;

7. The rezoning or text amendments would not result in residual tracts that are inconsistent with the Comprehensive Plan;

8. The resulting conversion to residential use would provide for an appropriate transition between residential and nonresidential uses.

9. The rezoning or text amendment is clearly consistent with the intent of reducing the overall impact of zoning imbalance on the city's Land Use System; and

10. Consider the impact that the proposed rezoning would have on existing public service facilities (schools, parks, streets, etc.).

This tract is within an existing neighborhood with a variety of residential zoning districts including SF-9, SF-7, PH, SF-A, and 2F. The size and topography of the tract is physically appropriate for development for residential use, and can accommodate street and lot layout for any of the area's residential zoning districts. The tract is not along major regional corridors or contiguous with other areas of nonresidential development; therefore, rezoning the tract to residential would not jeopardize land areas considered prime for economic development.

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SUMMARY:

The Future Land Use Plan designates the area of the request as Residential. The property is physically appropriate for residential development, and is consistent with the Rezoning to Meet Demand policy statement of the Land Use Element of the Comprehensive Plan. The Los Rios area contains a variety of residential zoning district classifications, any of which may be developed on this property given its size and configuration.

COMMISSION DISCUSSION

There was much discussion among the commissioners. All of the commissioners felt residential zoning was appropriate for the property. However, there was a difference of opinion as to which residential zoning classification would be appropriate this time.

Those who spoke in favor of the SF-9 zoning gave the following reasons:

- The SF-9 zoning was consistent with the rest of the zoning directly adjacent to the golf course.
- All of the surrounding property owners supported the SF-9 zoning.
- There was only one letter in opposition from any homeowner and several in favor of establishing residential zoning on the property.
- Most felt the SF-9 zoning would be the best fit in the neighborhood.

Those in opposition state the following reasons:

- One commissioner proposed SF-7 zoning as a better fit with the SF-9 zoning on the golf course and the SF–A zoning to the north. The commissioner also felt the property would be difficult to develop as SF-9.

- Two other commissioners simply felt that the appropriate zoning should be established at the time the property was developed.

PLANNING AND ZONING SUMMARY

All of the commissioners felt some type of residential zoning would be appropriate. The majority of the commission felt changing the zoning to SF-9 was appropriate at this time and would be the best zoning for the property in the long run. The proposed re-zoning request was approved 5-3.

Respectfully submitted,

James F. Duggan
Second Vice Chairman

DATE: June 5, 2007

TO: Honorable Mayor & City Council

FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of June 4, 2007

AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2007-12
APPLICANT: PLANO INDEPENDENT SCHOOL DISTRICT

Request for a Specific Use Permit for a Daycare Center on one lot on 6.7± acres located south of the intersection of Eagle Pass and Lookout Trail. Zoned Single-Family Residence-7.

APPROVED: 6-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 5

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted. The Commissioners voting in opposition did not feel the requested daycare use was a benefit to the general welfare of the community.

FOR CITY COUNCIL MEETING OF: June 25, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

xc : Bruce Larson, Plano Independent School District
Ronny Klingbeil, RLK Engineering, Inc.

MEMO

June 13, 2007

TO: Tom Muehlenbeck, City Manager
Frank Turner, Executive Director

FROM: Tina Firgens, Sr. Planner TMF

RE: Zoning Case 2007-12

Subsequent to the Planning & Zoning Commission meeting, PISD submitted a letter requesting that this zoning case be withdrawn. A copy of the letter is attached for your reference. The City Council will need to take formal action to accept the applicant's withdrawal request.

Please let me know if you need additional information.

xc: Ms. Diane Wetherbee, City Attorney

4-3

ABERNATHY ROEDER BOYD & JOPLIN • P.C.

1700 Redbud Boulevard, Suite 300 • P.O. Box 1210 • McKinney, Texas 75070-1210
Metro 214.544.4000 • Fax 214.544.4040

ATTORNEYS AT LAW

ROBERT H. ROEDER
Qualified Mediator

rroeder@abernathy-law.com
Direct Dial 214.544.4003

RECEIVED
JUN 12 2007
PLANNING DEPT.

June 11, 2007

VIA US MAIL

Ms. Phyllis Jarrell
Director of Planning
1520 Avenue K
Plano, Texas 75074

Re: Zoning Case 2007-12 Specific Use Permit for Day Care Center
Zoning Case 2007-13 Specific Use Permit for Day Care Center

Dear Ms. Jarrell:

As the attorney for, and on behalf of, the Plano Independent School District, I am writing to withdraw the applications submitted by Plano ISD for the above-referenced zoning cases.

Please confirm the receipt of my request for the withdrawal of these cases, as well as their removal from any future agenda of the Plano City Council, at your earliest convenience.

Thank you for your assistance in this matter.

Yours truly,

Robert H. Roeder

Robert H. Roeder

cc: Mr. Richard Matkin, Plano ISD

Ms. Diane Wetherbee, Plano City Attorney

4-4

CITY OF PLANO

PLANNING & ZONING COMMISSION

June 4, 2007

Agenda Item No. 7

Public Hearing: Zoning Case 2007-12

Applicant: Plano Independent School District (PISD)

DESCRIPTION:

Request for a Specific Use Permit for a Daycare Center on one lot on 6.7± acres located south of the intersection of Eagle Pass and Lookout Trail. Zoned Single-Family Residence-7.

HISTORY:

The subject property is a 6.7± acre tract located south of the intersection of Eagle Pass and Lookout Trail. PISD acquired the property during 1977 for a future elementary school, when the surrounding residential area was being developed. Around that time, the City of Plano acquired the adjacent 6.9± acres to the south for a neighborhood park site, presently known as Clearview Park.

The PISD property remained undeveloped until 2002, when PISD opened the Pearson Early Childhood School. The school was originally constructed as an Early Childhood School and there have been no additions to the school since it opened in 2002. The students are pre-school age, ranging from three to five years old.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for a Daycare Center. A daycare center is defined as a facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours per day. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Daycare centers require approval of a specific use permit within any single-family residential zoning district. However, an exception to this requirement is for worship facilities which are allowed to have a daycare center by right when operated by and contained within the building complex of the worship facility. An SUP may be granted to non-profit or for-profit entities.

PISD intends to construct an approximate 10,500 square foot addition onto the existing school building (42,000 sq. ft.) in order to operate a daycare center for employees of PISD. There are 100 students estimated to be accommodated within the daycare center, ranging from infant (six weeks) to five years of age.

The conceptual drawing included with this SUP request has been submitted for informational purposes only and not for technical review. A site plan will be required at a later date demonstrating compliance with technical zoning requirements subject to review and approval by the city, should the requested SUP be granted.

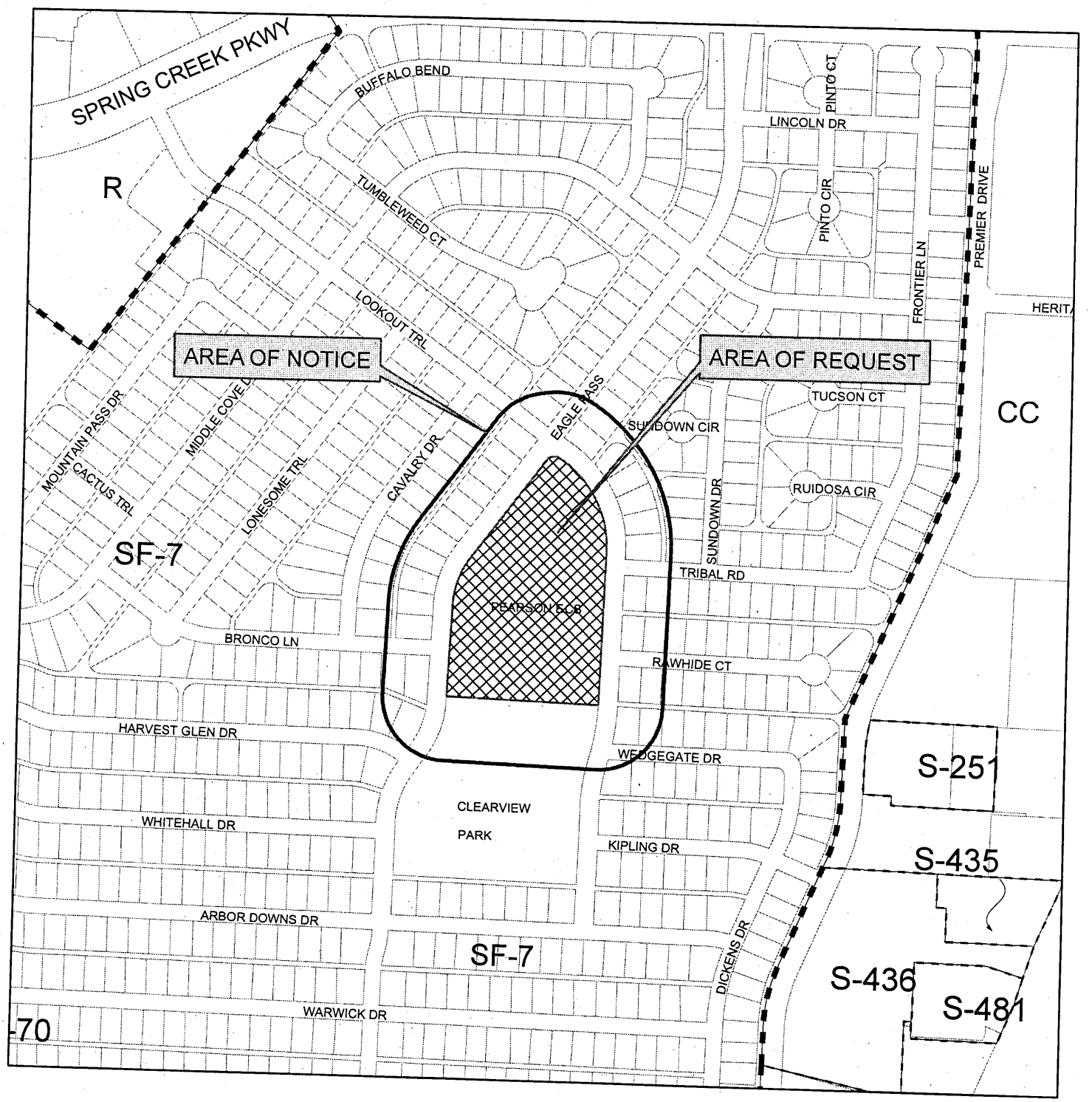
The conceptual drawing demonstrates that the requested use and proposed building addition can be accommodated on the existing school property. General onsite circulation and passenger loading and unloading areas are adequate. The subject property has access from Eagle Pass and Lookout Trail, both collector streets. Student drop-off and pick-up times will vary depending upon the work schedules of the parents of children who will attend the proposed daycare center. The varying times are directly associated with different workday start and end times for the various types of schools (i.e. elementary, middle, and high schools) and other PISD facilities. The proposed daycare center is not within 300 feet of gasoline pumps or underground storage tanks.

Additionally, the conceptual drawing demonstrates that sufficient outdoor play space can be provided onsite to satisfy the minimum 65 square feet of outdoor play space per child requirement, as required by the Zoning Ordinance. The adjacent neighboring public park is also available for outdoor play.

RECOMMENDATION:

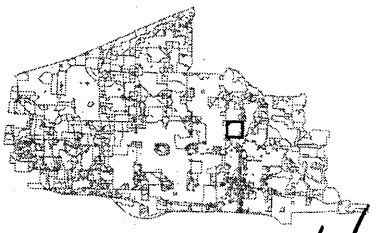
Recommended for approval as submitted.

46



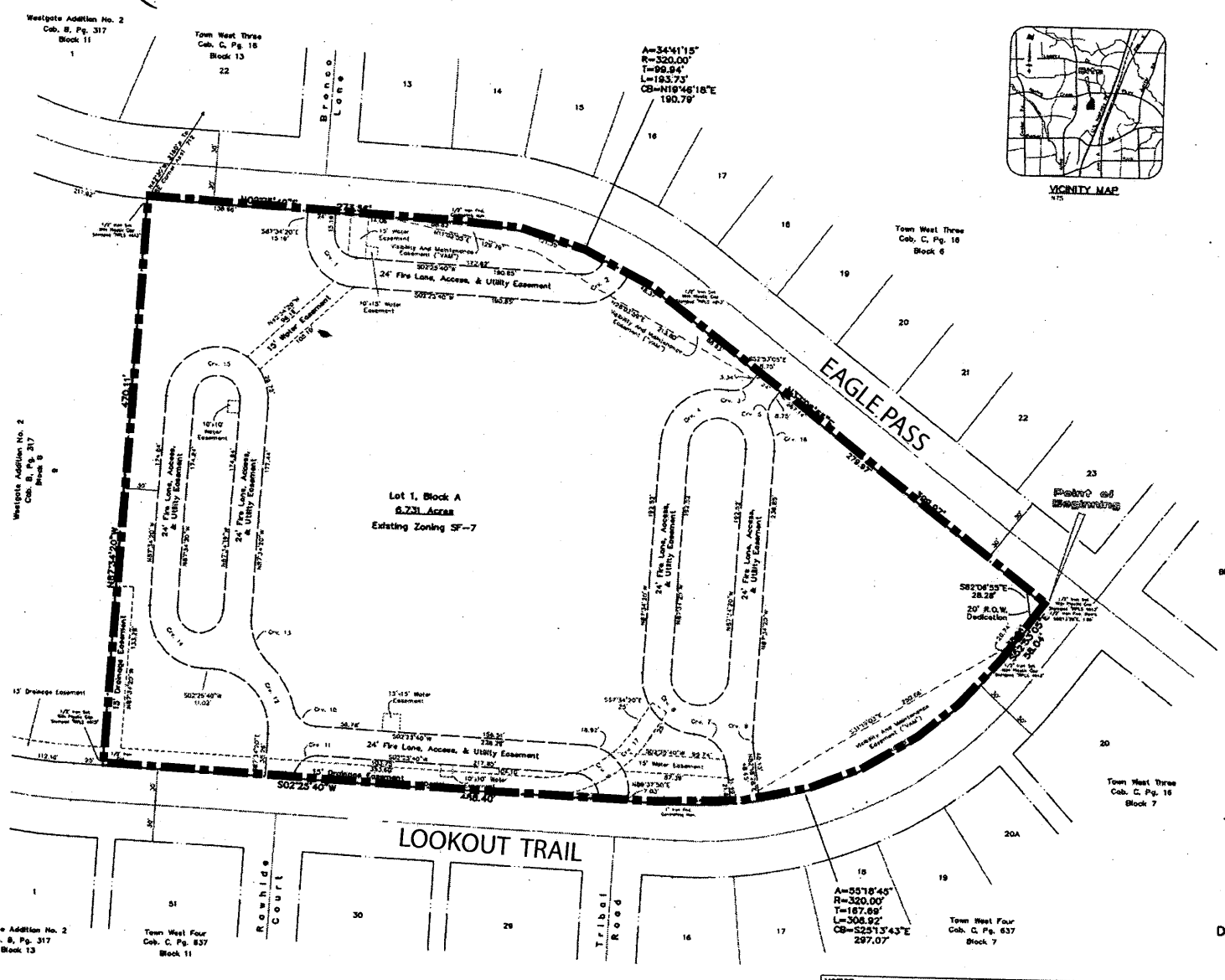
Zoning Case #: 2007-12

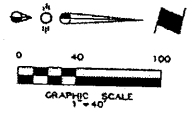
Existing Zoning: SINGLE-FAMILY RESIDENCE-7



4-7

○ 200' Notification Buffer





Curve Data Chart

	Inner	Outer		Inner	Outer
1	A=90°00'00" R=20.00' T=20.00' L=31.42'	A=90°00'00" R=44.00' T=44.00' L=69.12'	11	A=90°00'00" R=20.00' T=20.00' L=31.42'	
2	A=87°49'26" R=20.00' T=13.45' L=23.67'	A=66°53'45" R=44.00' T=29.01' L=51.37'	12	A=90°00'00" R=50.00' T=50.00' L=78.54'	A=33°08'49" R=24.00' T=22.02' L=42.81'
3	A=61°59'14" R=20.00' T=12.01' L=21.64'		13	A=51°01'48" R=50.00' T=23.87' L=44.53'	
4	A=180°00'00" R=24.00' T= L=75.40'	A=95°49'28" R=48.00' T=53.94' L=80.98'	14	A=180°00'00" R=20.00' T= L=62.83'	A=90°00'00" R=48.00' T=48.00' L=70.57'
5	A=61°52'04" R=20.00' T=11.98' L=21.90'		15	A=180°00'00" R=20.00' T= L=62.83'	A=180°00'00" R=44.00' T= L=138.23'
6	A=180°00'00" R=24.00' T= L=75.40'	A=88°46'03" R=48.00' T=46.55' L=74.37'	16		A=27°10'30" R=48.00' T=11.60' L=22.77'
7	A=78°38'50" R=30.00' T=24.36' L=41.18'		17	A=60°00'00" R=92.500' T=53.40' L=96.87'	A=60°00'00" R=107.50' T=62.07' L=112.57'
8	A=10°07'13" R=30.00' T=2.66' L=5.30'				
9	A=99°20'45" R=20.00' T=20.12' L=31.54'	A=87°12'06" R=39.00' T=37.14' L=59.36'			
10	A=72°07'00" R=20.00' T=14.56' L=25.17'				

NOTE: 1" Iron Pins Shall Be Set At All Block Corners, P.C's, P.T.'s, And Angle Points.
1/2" Iron Pins Shall Be Set At All Other Lot Corners.

NOTICE:
Selling any portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes, and is subject to fines and withholding of utilities and building certificates.

SHEET 1 OF 1

ZONING EXHIBIT
ZONING CASE 2007-12

TOWN WEST SCHOOL ADDITION

LOT 1, BLOCK A

situated in the

DANIEL ROWLETT SURVEY ~ ABSTRACT 738
PLANO, COLLIN COUNTY, TEXAS

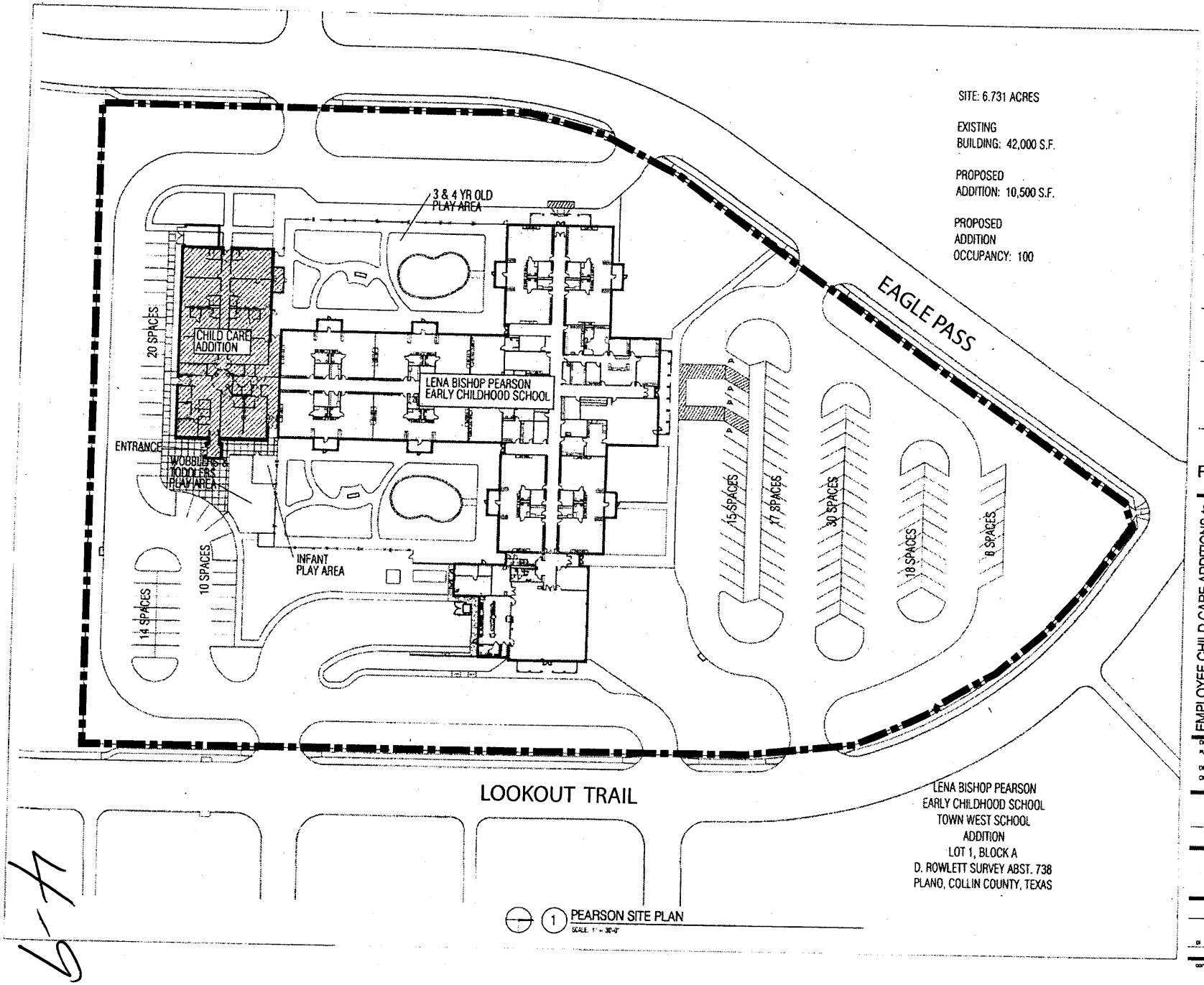
NOTICE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

1 Lot
6.731 Acres

Engineer
RLK Engineering
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Owner
Plano Independent School District
6600 Alma Drive
Plano, Texas 75023
Telephone 972 519-8282

April 23, 2007



SITE: 6.731 ACRES

EXISTING
BUILDING: 42,000 S.F.

PROPOSED
ADDITION: 10,500 S.F.

PROPOSED
ADDITION
OCCUPANCY: 100

LENA BISHOP PEARSON
EARLY CHILDHOOD SCHOOL
TOWN WEST SCHOOL
ADDITION
LOT 1, BLOCK A
D. ROWLETT SURVEY ABST. 738
PLANO, COLLIN COUNTY, TEXAS

1 PEARSON SITE PLAN
SCALE: 1" = 30'-0"

VLK ARCHITECTS

VLK Architects
1161 Corporate Drive West
Suite 300
Arlington Texas 76006
817 833 1600

CIVIL
RLK Engineering, LLC
111 W Main Street
Allen TX 75013
972-359-1739

LANDSCAPE
Grubbs, Ramsey, Inc.
17311 Dallas Parkway Suite 220
DALLAS TX 75248
972-267-3379

STRUCTURAL
Metro Structural Consultants
305 N.E. Loop 820 Suite 307
Hurst Texas 76053
817 284 8833

M. E. P.
Rees Wells Benson & Co.
Colt Central Tower Suite 1100
12001 North Central Expy
Dallas TX 75243
972-788-4222

50% REVIEW

EMPLOYEE CHILD CARE ADDITIONS to BEATY AND PEARSON EARLY CHILDHOOD SCHOOLS
PLANO INDEPENDENT SCHOOL DISTRICT
PLANO, TEXAS

DIRECTOR RAJ
PROJ COORD AJM
DESIGNER DLO
DRAWN BY DLO

SHEET TITLE
PEARSON SITE PLAN
CONCEPT PLAN

ISSUE DATE
MAY 25, 2007

REVISIONS

PROJECT NO
2719.00

SHEET NO
A1.2

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4-9

ORDINANCE NO. _____
(Zoning Case 2007-12)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 583 SO AS TO ALLOW THE ADDITIONAL USE OF DAY CARE CENTER ON ONE LOT ON 6.7± ACRES OF LAND OUT OF THE TOWN WEST SCHOOL ADDITION, BLOCK A, LOT 1, LOCATED SOUTH OF THE INTERSECTION OF EAGLE PASS AND LOOKOUT TRAIL IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED SINGLE-FAMILY RESIDENCE-7; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 25th day of June, 2007, for the purpose of considering granting Specific Use Permit No. 583 for the additional use of Day Care Center on one lot on 6.7± acres of land out of the Town West School Addition, Block A, Lot 1, located south of the intersection of Eagle Pass and Lookout Trail in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 25th day of June, 2007; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 583 for the additional use of Day Care Center on one lot on 6.7± acres of land out of the Town West School Addition, Block A, Lot 1, located south of the intersection of Eagle Pass and Lookout Trail in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

4-10

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 583, allowing the additional use of Day Care Center on one lot on 6.7± acres of land out of the Town West School Addition, Block A, Lot 1, located south of the intersection of Eagle Pass and Lookout Trail in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

4-11

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

PASSED AND APPROVED THIS THE 25TH DAY OF JUNE, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

4-12

EXHIBIT "A"
LEGAL DESCRIPTION

Town West School Addition, Block A, Lot 1.

DATE: June 5, 2007

TO: Honorable Mayor & City Council

FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of June 4, 2007

AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2007-13
APPLICANT: PLANO INDEPENDENT SCHOOL DISTRICT

A request for a Specific Use Permit for a Daycare Center on one lot on 8.0± acres located at the southwest corner of Eldorado Drive and Nevada Drive. Zoned Single-Family Residence-7

APPROVED: 6-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: SUPPORT: 1 **OPPOSE:** 37

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: SUPPORT: 0 **OPPOSE:** 87

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted. The Commissioners voting in opposition did not feel the requested daycare use was a benefit to the general welfare of the community.

FOR CITY COUNCIL MEETING OF: June 25, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

xc: Bruce Larson, Plano Independent School District
Ronny Klingbeil, RLK Engineering, Inc.

MEMO

June 13, 2007

TO: Tom Muehlenbeck, City Manager
Frank Turner, Executive Director

FROM: Tina Firgens, Sr. Planner TMF

RE: Zoning Case 2007-13

Staff received 37 letters of opposition from property owners within the 200 foot notice boundary for Zoning Case 2007-13. The letters represent opposition from owners of more than 20% of the land area within 200 feet of the request. Therefore, a three-fourth majority (minimum six of eight votes) rather than a simple majority is required for City Council to approve the request.

Also, during the Planning & Zoning Commission public hearing, PISD offered to preserve the trees near the northwest corner of the site and to move the parking away from the park property line if they can still comply with fire lane and circulation requirements.

Subsequent to the Planning & Zoning Commission meeting, PISD submitted a letter requesting that this zoning case be withdrawn. A copy of the letter is attached for your reference. The City Council will need to take formal action to accept the applicant's withdrawal request.

Please let me know if you need additional information.

xc: Ms. Diane Wetherbee, City Attorney

5-3

ABERNATHY ROEDER BOYD & JOPLIN • P.C.

1700 Redbud Boulevard, Suite 300 • P.O. Box 1210 • McKinney, Texas 75070-1210
Metro 214.544.4000 • Fax 214.544.4040

ATTORNEYS AT LAW

ROBERT H. ROEDER
Qualified Mediator

rroeder@abernathy-law.com
Direct Dial 214.544.4003

RECEIVED
JUN 12 2007
PLANNING DEPT.

June 11, 2007

VIA US MAIL

Ms. Phyllis Jarrell
Director of Planning
1520 Avenue K
Plano, Texas 75074

Re: Zoning Case 2007-12 Specific Use Permit for Day Care Center
Zoning Case 2007-13 Specific Use Permit for Day Care Center

Dear Ms. Jarrell:

As the attorney for, and on behalf of, the Plano Independent School District, I am writing to withdraw the applications submitted by Plano ISD for the above-referenced zoning cases.

Please confirm the receipt of my request for the withdrawal of these cases, as well as their removal from any future agenda of the Plano City Council, at your earliest convenience.

Thank you for your assistance in this matter.

Yours truly,

Robert H. Roeder

Robert H. Roeder

cc: Mr. Richard Matkin, Plano ISD

Ms. Diane Wetherbee, Plano City Attorney

5-4

CITY OF PLANO

PLANNING & ZONING COMMISSION

June 4, 2007

Agenda Item No. 8

Public Hearing: Zoning Case 2007-13

Applicant: Plano Independent School District (PISD)

DESCRIPTION:

Request for a Specific Use Permit for a Daycare Center on one lot on 8.0± acres located at the southwest corner of Eldorado Drive and Nevada Drive. Zoned Single-Family Residence-7.

HISTORY:

The subject property is an 8.0± acre tract located at the southwest corner of Eldorado Drive and Nevada Drive. PISD acquired the property during 1979 for a future elementary school, when the surrounding residential area was being developed. Around that time, the City of Plano acquired the adjacent 6.8± acres to the west for a neighborhood park site, presently known as Eldorado Park.

The PISD property remained undeveloped until 2002, when PISD opened the Beaty Early Childhood School. The school was originally constructed as an Early Childhood School and there have been no additions to the school since it opened in 2002. The students are pre-school age, ranging from three to five years old.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for a Daycare Center. A daycare center is defined as a facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours per day. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Daycare centers require approval of a specific use permit within any single-family residential zoning district. However, an exception to this requirement is for worship facilities which are allowed to have a daycare center by right when operated by and contained within the building complex of the worship facility. An SUP may be granted to non-profit or for-profit entities.

PISD intends to construct an approximate 10,500 square foot addition onto the existing school building (42,000 sq. ft.) in order to operate a daycare center for employees of PISD. There are 100 students estimated to be accommodated within the daycare center, ranging from infant (six weeks) to five years of age.

The conceptual drawing included with this SUP request has been submitted for informational purposes only and not for technical review. A site plan will be required at a later date demonstrating compliance with technical zoning requirements subject to review and approval by the city, should the requested SUP be granted.

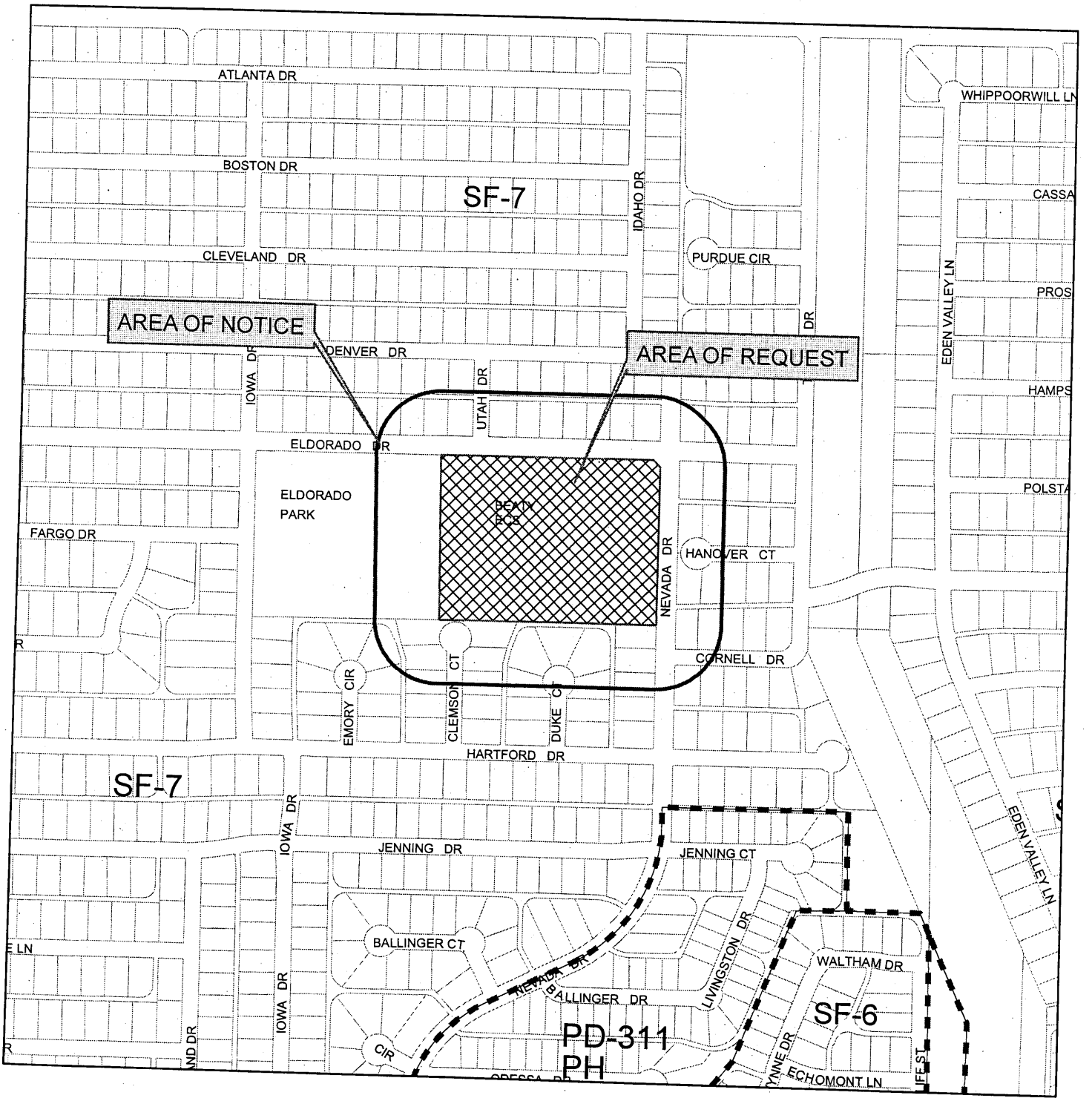
The conceptual drawing demonstrates that the requested use and proposed building addition can be accommodated on the existing school property. General onsite circulation and passenger loading and unloading areas are adequate. The subject property has access from Eldorado Drive and Nevada Drive, both collector streets. Student drop-off and pick-up times will vary depending upon the work schedules of the parents of children who will attend the proposed daycare center. The varying times are directly associated with different workday start and end times for the various types of schools (i.e. elementary, middle, and high schools) and other PISD facilities. The proposed daycare center is not within 300 feet of gasoline pumps or underground storage tanks.

Additionally, the conceptual drawing demonstrates that sufficient outdoor play space can be provided onsite to satisfy the minimum 65 square feet of outdoor play space per child requirement, as required by the Zoning Ordinance. The adjacent neighboring public park is also available for outdoor play.

RECOMMENDATION:

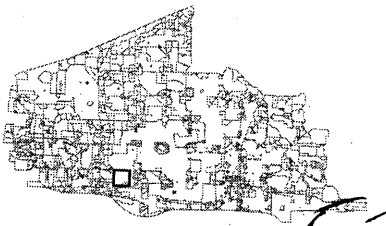
Recommended for approval as submitted.

5-6



Zoning Case #: 2007-13

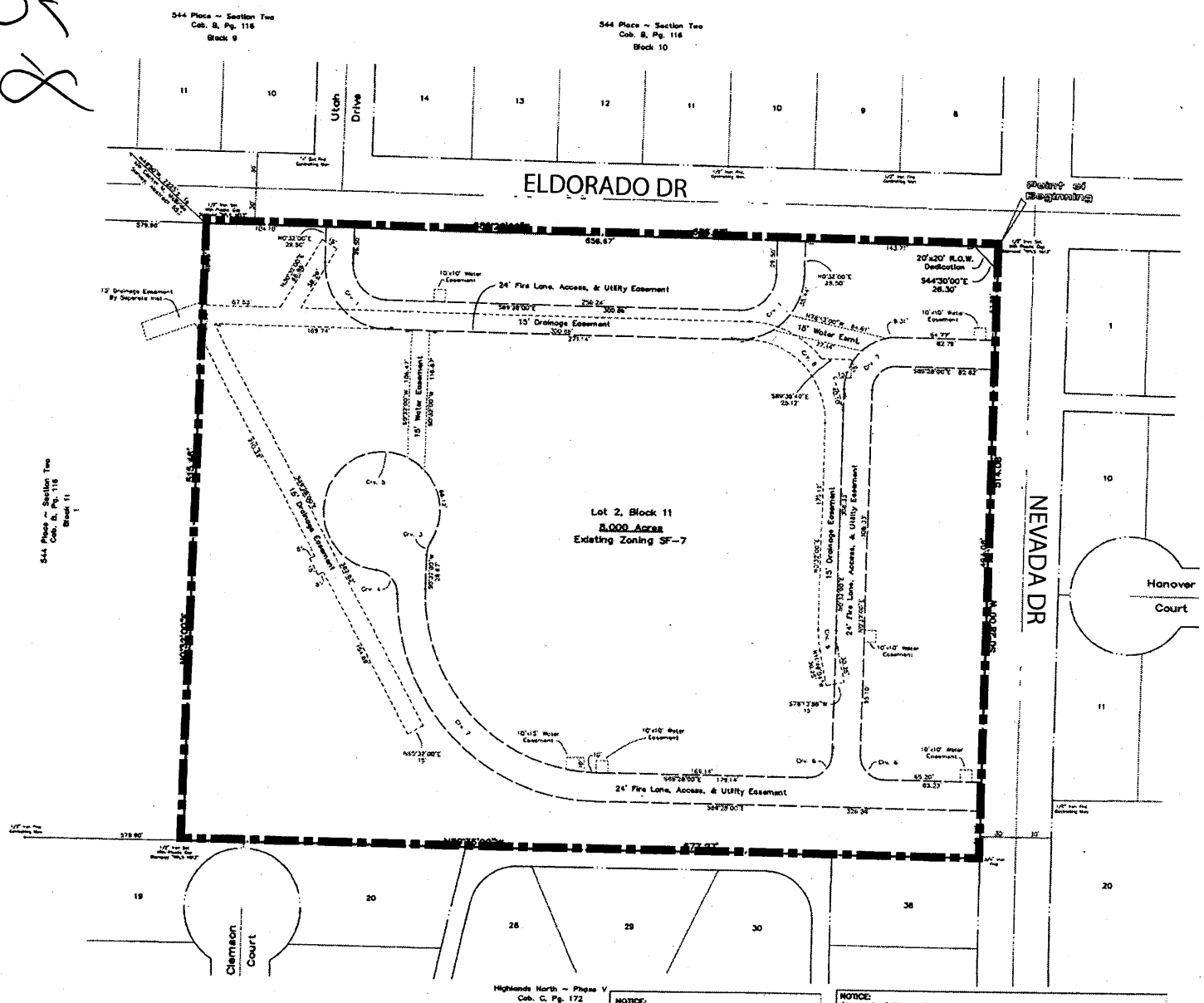
Existing Zoning: SINGLE-FAMILY RESIDENCE-7

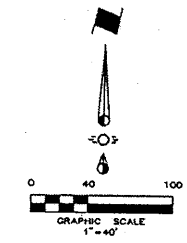


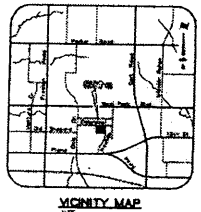
3-7

200' Notification Buffer

58







VICINITY MAP

Curve Data Chart

	Inner	Outer		Inner	Outer
1	A=90°00'00" R=30.00' T=30.00' L=47.12'	A=90°00'00" R=54.00' T=54.00' L=84.82'	7	A=90°00'00" R=30.00' T=30.00' L=31.42'	A=90°00'00" R=44.00' T=44.00' L=69.12'
2	A=90°00'00" R=150.00' T=150.00' L=235.62'	A=88°28'26" R=174.00' T=166.43' L=268.68'	8	A=90°00'00" R=67.50' T=67.50' L=106.03'	
3	A=31°00'10" R=30.00' T=5.50' L=10.52'		9	A=12°18'04" R=67.50' T=7.27' L=14.49'	A=12°18'04" R=92.50' T=8.66' L=17.71'
4	A=85°15'16" R=20.00' T=16.41' L=29.76'				
5	A=287°47'30" R=50.00' T= L=259.86'				
6	A=90°00'00" R=20.00' T=20.00' L=31.42'				

SHEET 1 OF 1

ZONING EXHIBIT
ZONING CASE 2007-13

544 PLACE SECTION TWO

LOT 2, BLOCK 11

situated in the

MARTHA McBRIDE SURVEY ~ ABST. 553
PLANO, COLLIN COUNTY, TEXAS

NOTICE:
Selling any portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes, and is subject to fines and withholding of utilities and building certificates.

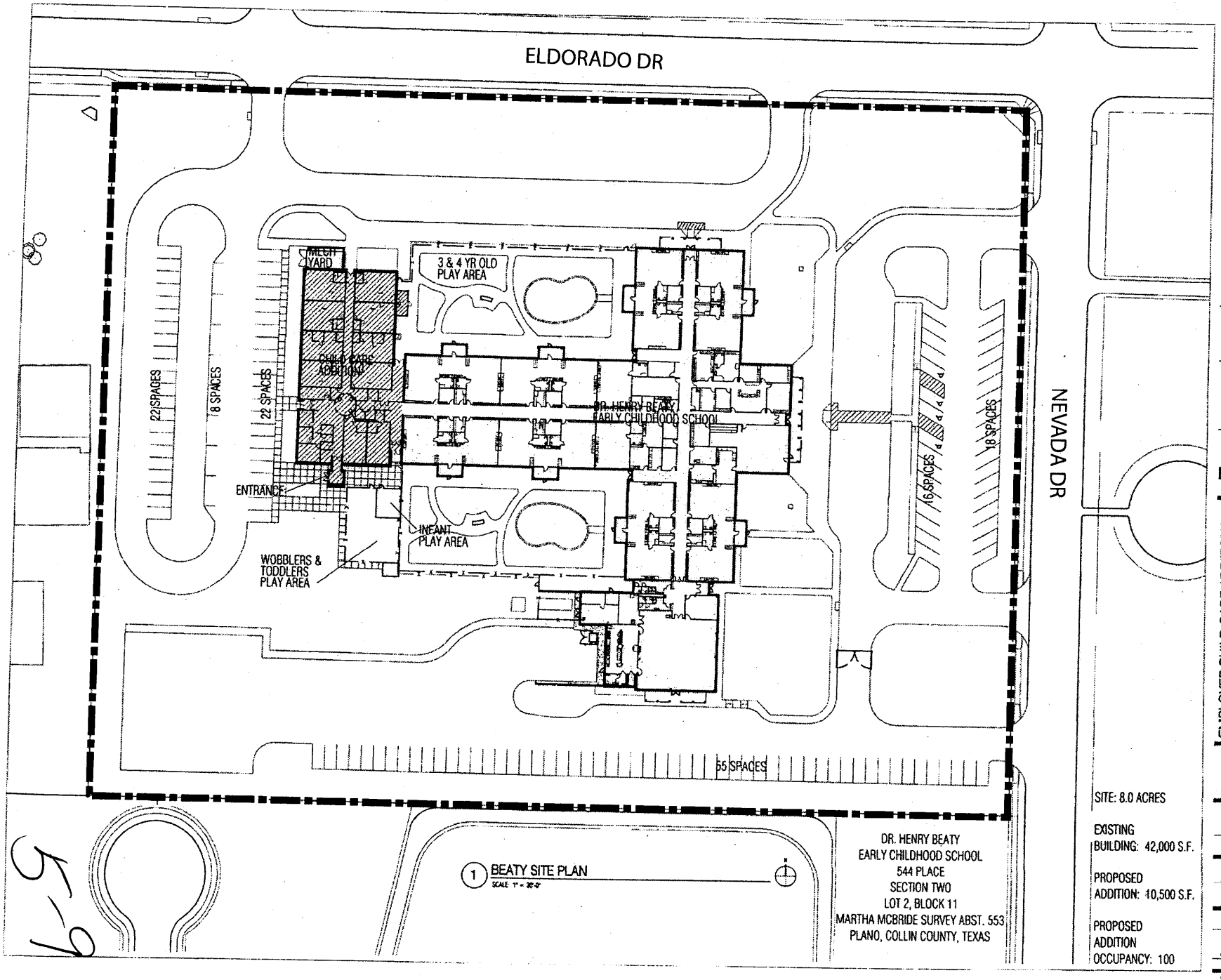
NOTICE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

1 Lot
8.000 Acres

Engineer
RLK Engineering
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Owner
Plano Independent School District
6600 Alma Drive
Plano, Texas 75023
Telephone 972 519-8282

April 23, 2007



5-9

VLK ARCHITECTS

VLK Architec
1161 Corporate Drive W
Suite 3
Arlington Texas 760
817 633 1600

CIV
RLK Engineering, LL
111 W Main Str
Allen TX 750
972-359-1733

LANDSCA
Grubbs, Ramsey, In
17311 Dallas Parkway Suite
DALLAS TX 7
972-267-2379

STRUCTUR
Metro Structural Consulta
305 N.E. Loop 820 Suite
Hurst Texas 760
817 284 8833

M. E.
Reed Wells Benson &
Colt Central Tower Suite
12001 North Central
Dallas TX 7
972-788-4222

50% REVIEW

EMPLOYEE CHILD CARE ADDITIONS to
BEATY AND PEARSON
EARLY CHILDHOOD SCHOOLS
PLANO INDEPENDENT SCHOOL DISTRICT

DIRECTOR RAJ
PROJ O AM
DESIGNER DLO
DRAW DLO

SHEET
BEATY SITE PLA
CONCEPT PLAN

ISSUE
MAY 25, 2007

REVIS

PROJECT
2719.00

SHEET
OF SHEETS A1

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ORDINANCE NO. _____
(Zoning Case 2007-13)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 584 SO AS TO ALLOW THE ADDITIONAL USE OF DAY CARE CENTER ON ONE LOT ON 8.0± ACRES OF LAND OUT OF THE 544 PLACE SECTION TWO, BLOCK 11, LOT 2, LOCATED AT THE SOUTHWEST CORNER OF ELDORADO DRIVE AND NEVADA DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED SINGLE-FAMILY RESIDENCE-7; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 25th day of June, 2007, for the purpose of considering granting Specific Use Permit No. 584 for the additional use of Day Care Center on one lot on 8.0± acres of land out of the 544 Place Section Two, Block 11, Lot 2, located at the southwest corner of Eldorado Drive and Nevada Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 25th day of June, 2007; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 584 for the additional use of Day Care Center on one lot on 8.0± acres of land out of 544 Place Section Two, Block 11, Lot 2, located at the southwest corner of Eldorado Drive and Nevada Drive in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

5-10

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 584, allowing the additional use of Day Care Center on one lot on 8.0± acres of land out of the 544 Place Section Two, Block 11, Lot 2, located at the southwest corner of Eldorado Drive and Nevada Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 25TH DAY OF JUNE, 2007.

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Pat Evans, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

544 Place Section Two, Block 11, Lot 2.

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