

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JULY 23, 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 | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Economic Development | Muehlenbeck | 30 min. |
| | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | | |
| III. | Personnel | Council | 5 min. |
| | A. Reappointments:
Board of Adjustment
Building Standards Commission
Planning and Zoning Commission | | |

PRELIMINARY OPEN MEETING

- | | | | |
|----|--|---------|--------|
| I. | Consideration and action resulting from Executive Session discussion:
Personnel Reappointments:
Board of Adjustment
Building Standards Commission
Planning and Zoning Commission | Council | 5 min. |
|----|--|---------|--------|

II.	Personnel	Council	10 min.
	A. Appointments: Global Advisory Committee Member/Chair		
	B. Reappointments: Animal Shelter Advisory Committee Civil Service Commission Community Relations Commission Cultural Affairs Commission Heritage Commission Keep Plano Beautiful Commission Library Advisory Board Parks and Recreation Planning Board Plano Housing Authority Public Arts Committee Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone No. 2 Board Technology Commission Transition & Revitalization Commission Transportation Advisory Committee		
III.	DART Report	Paulk	10 min.
IV.	Comprehensive Monthly Financial Report	McGrane	10 min.
V.	Mobility Report	Neal	5 min.
VI.	Presentation, Discussion and Direction re Proposed CDA Projects	Neal	10 min.
VII.	Council items for discussion/action on future agendas	Council	5 min.
VIII.	Consent and Regular Agenda	Council	5 min.

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|-----|-----------------|---|---------|
| IX. | Council Reports | Council | 10 min. |
| | A. | Council May Receive Information, discuss and provide direction on the following reports: | |
| | B. | Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | |

Report from Board and Commission Review Committee
Magnuson/Callison

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.

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|----|-----------------|---|---------|
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MEMO

DATE: July 16, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Zucco

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointments -
Executive and Worksession Meetings

The following appointments/reappointments will be considered at the July 23, 2007 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Reappointments:</u> Board of Adjustment Building Standards Commission Planning and Zoning Commission	<u>Appointments:</u> Global Advisory Committee Member/Chair
	<u>Reappointments:</u> Animal Shelter Advisory Committee Civil Service Commission Community Relations Commission Cultural Affairs Commission Heritage Commission Keep Plano Beautiful Commission Library Advisory Board Parks and Recreation Planning Board Plano Housing Authority Public Arts Committee Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone No. 2 Board Technology Commission Transition & Revitalization Commission Transportation Advisory Committee

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Preliminary Open Meeting Agenda Item III

DART Report

Paulk

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Preliminary Open Meeting Agenda Item IV

COMFR

McGrane

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JUNE '07

CITY OF PLANO
COMPREHENSIVE MONTHLY
FINANCE REPORT

finance report



All American

All the Time



ABOUT THIS REPORT

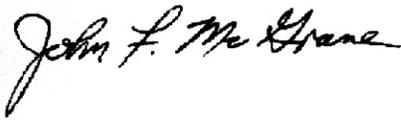
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of five 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.
4. The **Quarterly Investment Report** summarizes investment activity for the previous fiscal quarter, and also provides various data on portfolio performance.

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.



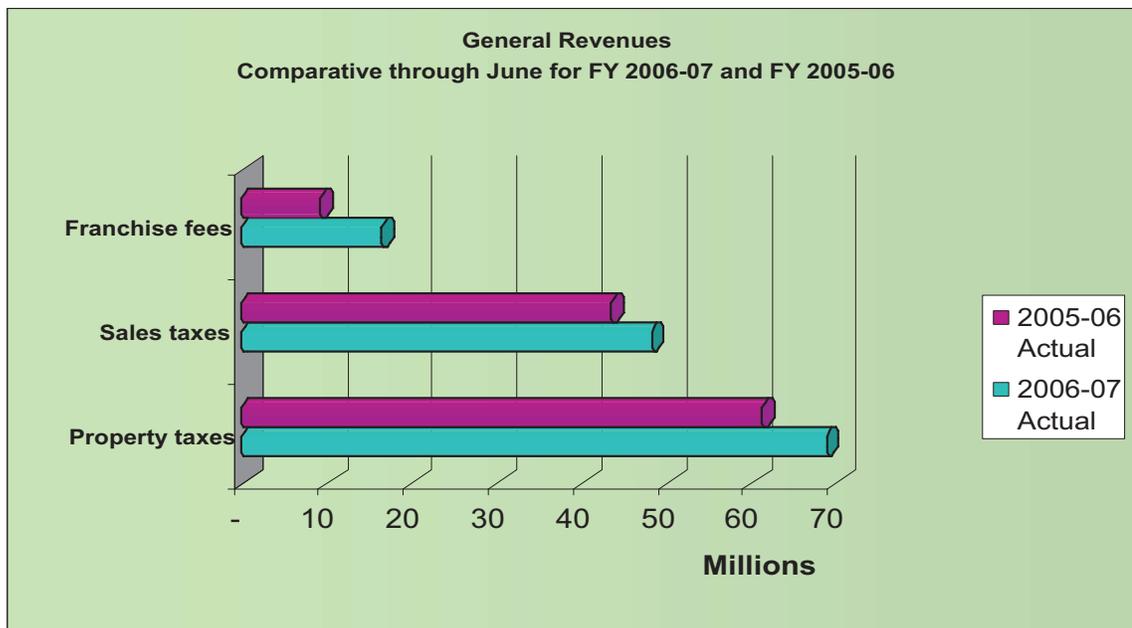
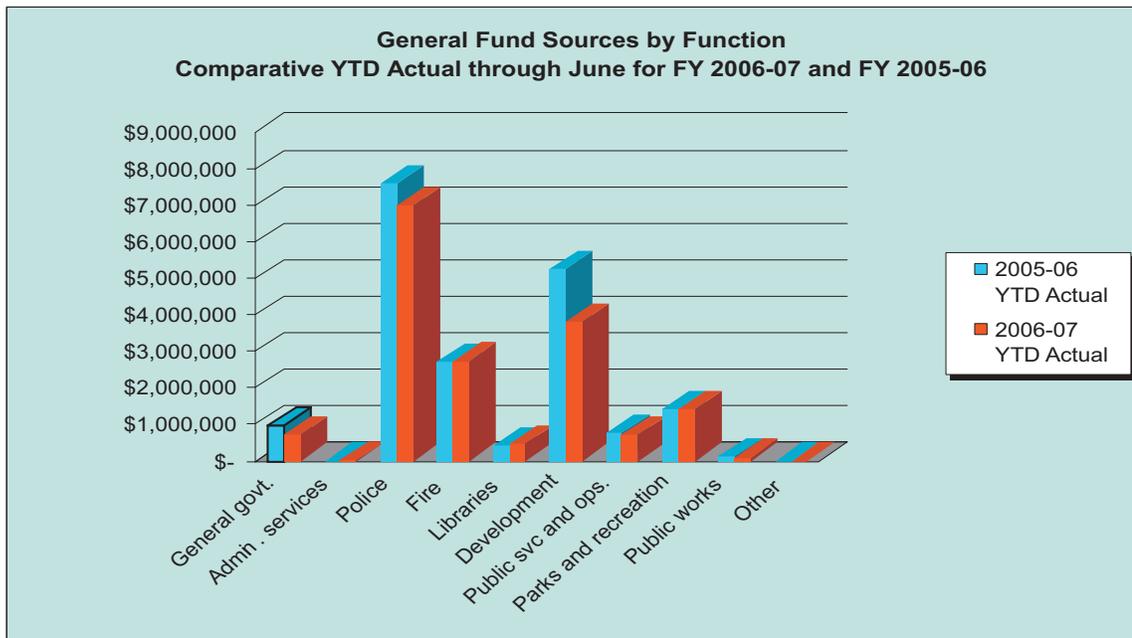
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REPORT NOTES JUNE, 2007

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.

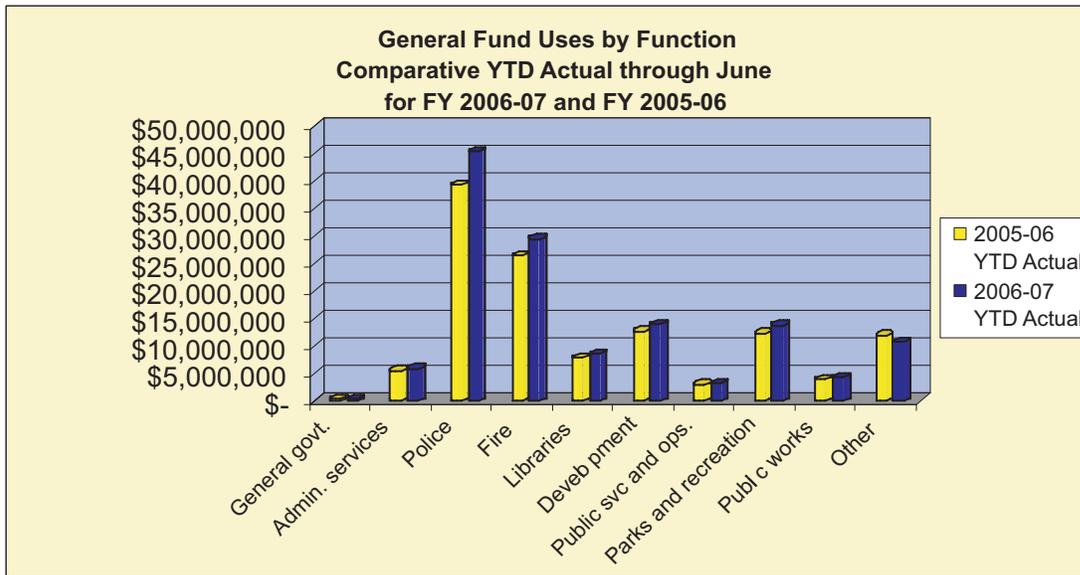
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

JUNE, 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 \$60,911 primarily attributed to a position upgrade in the current year.
- 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 \$51,795.

ADMINISTRATIVE SERVICES

- In the current year, the City has entered into an interlocal agreement with the Town of Prosper to provide interim manager services. The City received payment totaling \$19,240 and the agreement is not to exceed \$30,000.
- Payment for City Council members' services increased over prior year in the amount of \$36,699 attributed to the approved increase in the current year stipend amount.
- Personal services for administrative service departments increased over prior year in the amount of \$377,893 attributed to salary and benefit related increases in the current year and mid-year increases in fiscal year 2005-06 to correct compression issues within salary ranges.

REPORT NOTES CONTINUED

JUNE, 2007

ADMINISTRATIVE SERVICES CONT.

- Audit fees for the City's annual audit, performed by Deloitte & Touche LLP, are higher as compared to prior year.
- Costs associated with the May 2006 elections were expended in March 2006 totaling \$19,348. 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 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 \$724,074 due to a decline in citations issued. Citations issued in the current year through June are recorded at 58,588 while citations issued for the same time period in prior year were 69,855. 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 \$214,298 while payments and encumbrances in prior year as of June were \$88,329. 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 \$114,664 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 \$79,289 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 \$29,553.
- Personal services increased over prior year by \$2,488,389. The increase is attributed to increased salary and benefits related expenditures in the current year, as well as increased civil service employees over last fiscal year.
- 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. In addition, \$1,020,703 was spent and encumbered in June 2007 for laptop computers and installation of this equipment in police vehicles. These laptops are both new additions and replacements.
- A supplemental emergency event notification system has been purchased this current fiscal year costing \$28,319. This new system will supplement all existing notification methods currently utilized by the City.

REPORT NOTES CONTINUED

JUNE, 2007

POLICE CONT.

- A new asset management system was purchased in the current year costing \$37,045.
- The Police department has spent \$63,831 more in the current year for miscellaneous equipment of which \$29,625 has been expended to purchase fifteen light bars and light/siren control units for police vehicles. 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 \$607,897 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 \$120,718 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 \$320,344 due to timing of vehicles received and placed into service.
- Replacement charges for police equipment increased \$157,714 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Expenses and encumbrances for ammunition have increased over prior year by \$46,013. 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 addition, two new police sedans were placed in service in April 2006 costing \$34,556. Two new police units were purchased in the current year totaling \$40,258.
- 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 \$36,024 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 \$11,681 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 \$8,275.
- Personal services increased \$2,060,589 over prior year. The increase is attributed to increased salary and benefit related expenditures in the current year.
- 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.
- Medical and surgical supplies have increased over prior year by \$33,303 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 \$240,086 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

JUNE, 2007

FIRE CONT.

- 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 \$46,670 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$69,815 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 \$251,400 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. Additionally, radios were placed on order in June 2006 for \$66,642.
- 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.
- Funds to purchase an Autopulse device, an automatic cardiopulmonary resuscitation (CPR) tool, were encumbered in June 2006 in the amount of \$122,128.

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 \$52,348, an increase of \$20,814 over prior year.
- Collections from Collin County have increased \$21,019 over the same time period in prior year due to timing of collections received. In the current year, the City received the fourth quarter payment in June while it was collected in July in the prior year. Collin County distributes funds to 9 libraries, based on population, to assist in providing library services to residents of the county.
- Personal services increased \$526,682 over prior year attributed to increased salary and benefit related expenditures in the current year.
- Charges for computer replacements for libraries increased over prior year by \$22,271 due to increased budgeted amounts in the current year.
- Costs and encumbrances for publications increased over prior year by \$86,208. The budgeted amount in the current year is \$77,669 higher than prior year's re-estimated budget.
- In the current fiscal year, libraries incurred \$98,042 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

JUNE, 2007

DEVELOPMENT

- Building permit revenues decreased over prior year by \$995,313 due to large projects for commercial and multi-family dwelling complexes occurring in the prior year.
- Engineering inspection revenues are down \$453,804 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 \$62,011. 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 higher than prior year by \$58,203 due to an adjustment in the specifics of the expanded program as compared to the pilot program. 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. Additionally, timing of collections is also a factor attributing to the increase in revenues.
- Filing fee revenues have decreased \$63,363 primarily due to the decrease in the number of development applications as a result of fluctuations in construction and development activity.
- In the current year, the Facilities Maintenance department has received \$32,059 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 \$26,253.
- In the current year the Rental Registration department purchased two Toyota Prius vehicles in the amount of \$41,386. The total expenditures spent this current year, including the purchase of the two vehicles, amounts to \$110,992.
- Personal services increased \$702,090 over prior year attributed to increased salary and benefit related expenditures in the current year.
- Replacement charges for development functioning department's rolling stock have increased over prior year by \$43,495 due to timing of vehicles received and placed into service.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$72,179 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 \$118,721 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

JUNE, 2007

DEVELOPMENT CONT.

- The Safe Streets Program has resumed operations this year and purchased equipment consisting of 110 speed cushions to be used in designated areas in the City. The cost of the speed cushions totaled \$146,759.
- 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 \$143,190 attributed to increased salary and benefit related costs in the current year.
- 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 \$60,555 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 \$24,300.
- Personal costs increased over prior year by \$667,846 attributed to increased salary and benefit related costs in the current year. 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 fiscal year, parks and recreation departments incurred \$118,155 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, 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.
- Payments for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$70,967. 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 \$38,241. 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.

REPORT NOTES CONTINUED

JUNE, 2007

PARKS AND RECREATION CONT.

- Fitness equipment to be utilized at the Tom Muehlenbeck Recreation Center is ordered totaling \$40,033. Additionally, funds specified for furniture and small equipment at this new recreation center are encumbered in the amount of \$46,189.
- Replacement of exercise equipment at Oak Point is scheduled to be purchased in the current year costing \$114,275. 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 \$39,645 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 \$139,877 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.

PUBLIC WORKS

- In the prior year, the streets department received \$57,406, a decrease of \$12,994, in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property.
- As a result of fewer residential subdivision developments in the current year, street light installation revenues have decreased \$12,520 as compared to prior year.
- Personal costs increased over prior year by \$206,657 attributed to increased salary and benefit related costs in the current year.
- 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 \$52,972 and \$30,129, 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.

REPORT NOTES CONTINUED

JUNE, 2007

OTHER CONT.

- Expenditures for interdepartmental water billings have decreased \$407,951 due to compliance with drought restrictions.
- Technology services charges decreased over prior year by \$255,963 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 \$7,527,752 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 \$4,778,620. When comparing the cash received in the months of June 2007 and June 2006, an increase of 7.8% is noted in sales tax revenues.

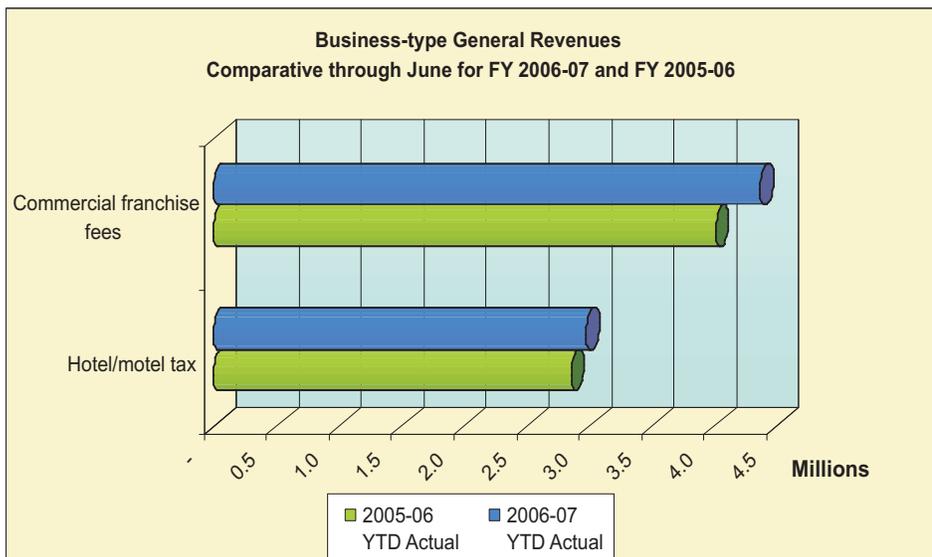
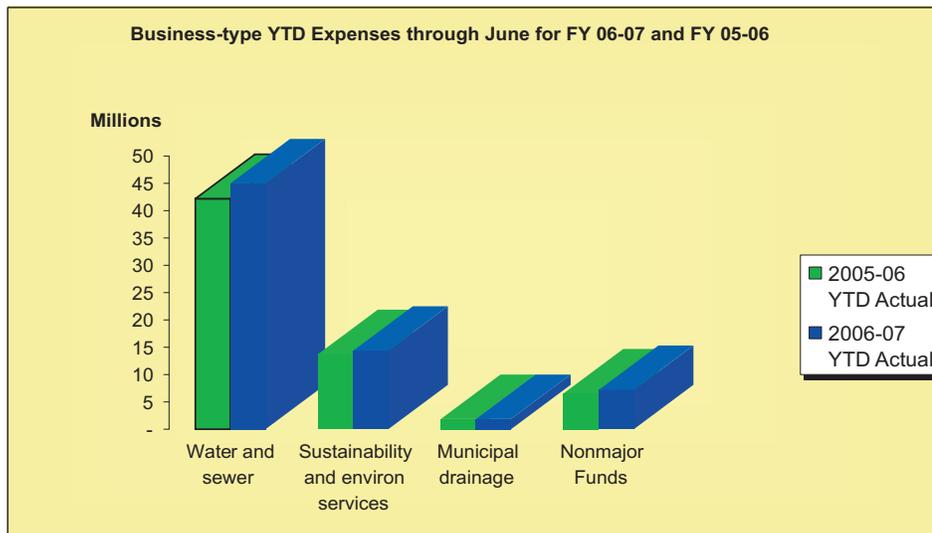
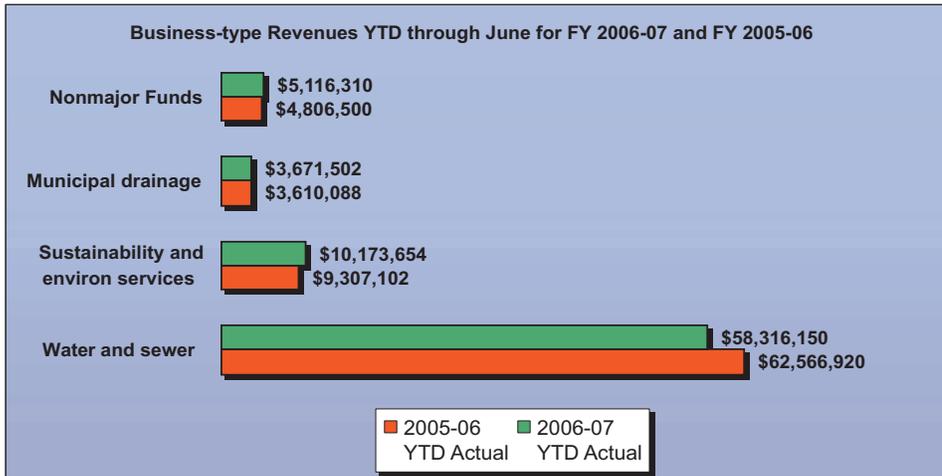
SALES TAX REVENUES

- 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 \$1,010,796 through June 2007 as compared to prior year due to an increase in interest earned on investments.

REPORT NOTES CONTINUED

JUNE, 2007

HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



REPORT NOTES CONTINUED

JUNE, 2007

WATER AND SEWER

- Water revenues decreased \$6,860,052 while sewer income increased \$3,330,177 over prior year. Overall water consumption through June 2007 is down as compared to the same time period in the prior year due to water restrictions in the current year. Additionally, a large amount of precipitation has fallen over the last several months resulting in lower water revenues. 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 \$16,850 due to a decline in the number of commercial, residential and multi-family dwelling unit permits issued in the current year.
- 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 \$262,586 over prior year primarily attributed to increased salary and benefit related expenditures in the current.
- Payment to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment increased over prior year by \$1,073,666 due to an increase in contractual amounts. In addition, payment to NTMWD increased \$888,649 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 April of the current year, 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 \$553,554. 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 \$356,969 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 \$660,525 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.

REPORT NOTES CONTINUED

JUNE, 2007

SUSTAINABILITY AND ENVIRONMENTAL SERVICES CONT.

- Tipping fee revenues increased over prior year by \$228,802 primarily 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 \$72,700 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 \$29,921.
- Personal services increased \$440,961 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Contractual services to assist in the new Live Green in Plano Program occurred in the current year in the amount of \$101,842.
- As part of the new Live Green in Plano Program, new trash receptacles were purchased in the amount of \$34,791.
- Payment to NTMWD increased \$114,443 over prior year. Payments are based on contractual amounts.
- Replacement charges for environmental waste services rolling stock have increased over prior year by \$114,295 due to timing of vehicles received and placed into service.
- Municipal garage charges to environmental waste fleet increased over prior year by \$33,962 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 \$70,212 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 \$52,295 higher than prior year primarily due to increased commercial construction in the current year.
- Expenses and encumbrances of \$52,921 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.

REPORT NOTES CONTINUED

JUNE, 2007

CIVIC CENTER

- Revenues for mixed beverages have increased \$63,585 as compared to prior year. Mixed beverage inventory purchases have increased \$18,094.
- As a result of an increase in sizeable paying events and seven new events held, catering revenue for the Civic Center Fund has increased \$149,507 as compared to prior year. Of this increase, Pecan Hollow Golf Course has had special events booked in the current year resulting in \$24,129 of revenue. Also, due to the seven new events held at Plano Centre in the current year, service charge and equipment rental revenues increased \$38,922 and \$50,725, respectively.
- Contractual services increased over prior year \$24,697. Due to the rise in inside catering revenues, services for wait staff have increased to accommodate the additional and sizeable events.
- Concession revenues are lower by \$34,676 as compared to prior year primarily attributed to the inclement weather experienced in the current year.
- 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 \$121,170.
- Personal services increased \$92,770 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Advertising costs have increased \$67,714 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 \$99,331 as compared to prior year. Funding for these services increased \$14,665 as compared to prior year's re-estimated budget.
- A replacement phone system is scheduled for installation in the current fiscal year costing \$71,287.
- 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 \$22,333 over prior year.
- Funds of \$18,000 are encumbered in the current year to expand the parking lot at Plano Center.
- 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 \$42,895 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 primarily due to restructured work schedules of golf employees, which resulted in a decrease of overtime pay of \$14,393 as compared to prior year.

REPORT NOTES CONTINUED

JUNE, 2007

RECREATION REVOLVING

- Recreation fee revenues have increased \$117,706 as compared to prior year due increased class participation. Due to the increased participation experienced in the current year, contractual services have increased \$98,852 to pay for class instructors.

PROPERTY MANAGEMENT

- Contractual services have increased primarily due to payments in the amount of \$51,421 for work related to parking lot improvements and building repairs at Downtown Center North.

SECTION 1A

FINANCIAL SUMMARY

City of Plano

Comprehensive Monthly Finance Report



CITY OF PLANO, TEXAS
STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED JUNE 30, 2007

Function/Program Activities General Fund	Net (Expense) Revenue and Changes in Net Assets			
	General Fund		Business-type Activities	
	Budget	Actual	Budget	Actual
	\$ 706,486	\$ 514,463	\$ 111,602	\$ 185,434
General government	8,000,232	5,979,946	(8,000,232)	(5,960,706)
Administrative services	61,354,148	45,397,200	(60,386,266)	(38,409,002)
Police	41,442,164	29,468,417	(37,872,730)	(26,737,376)
Fire	11,113,037	8,631,134	(10,551,496)	(8,167,369)
Libraries	20,141,080	13,952,468	(14,894,065)	(10,168,236)
Development	4,650,284	3,317,451	(3,638,509)	(2,593,449)
Public services and operations	20,119,481	13,813,446	(18,020,743)	(12,380,520)
Parks and recreation	6,032,186	4,430,286	(5,979,837)	(4,331,798)
Public works	16,690,484	10,676,402	(16,364,425)	(10,676,402)
Other	190,249,582	136,181,222	(165,596,701)	(119,239,424)
Total General Fund				
Business-type Activities:			\$ 31,900,590	\$ 13,262,297
Water and sewer	63,889,634	45,053,853	(5,220,066)	(4,095,522)
Sustainability and environ services	18,843,094	14,269,176	1,990,576	2,039,973
Municipal drainage	2,709,621	1,631,529	(4,365,891)	(2,663,994)
Civic center	6,754,704	4,650,680	62,294	(41,413)
Municipal golf course	902,706	590,074	13,140	(13,531)
Property management	55,360	68,451	(12,821)	712,041
Recreation revolving	2,763,148	1,762,794	22,678	5,327
Downtown center development	45,000	45,881	-	-
Total business-type activities			24,390,500	9,205,178
Total	\$ 286,212,849	\$ 204,253,660	(165,596,701)	(119,239,424)

Function/Program Activities General Fund	Program Revenues		Actual/Budget
	Budget	Actual	
	\$ 818,088	\$ 699,897	85.6%
General government	-	19,240	-
Administrative services	10,967,882	6,898,198	63.7%
Police	3,569,434	2,731,041	76.5%
Fire	561,541	463,765	82.6%
Libraries	5,247,015	3,784,232	72.1%
Development	1,011,775	724,002	71.6%
Public services and operations	2,098,738	1,432,926	68.3%
Parks and recreation	52,349	98,497	188.2%
Public works	326,059	-	-
Other	24,652,881	16,941,798	68.7%
Total General Fund			
Business-type Activities:	95,790,224	58,316,150	60.9%
Water and sewer	13,623,028	10,173,654	74.7%
Sustainability and environ services	4,700,197	3,671,502	78.1%
Municipal drainage	2,388,813	1,986,686	83.2%
Civic center	965,000	548,661	56.9%
Municipal golf course	68,500	54,920	80.2%
Property management	2,750,327	2,474,835	90.0%
Recreation revolving	67,678	51,208	75.7%
Downtown center development	120,353,767	77,277,616	64.2%
Total business-type activities	\$ 145,006,648	\$ 94,219,414	

Function/Program Activities General Fund	Expenses/Encumbrances		Actual & Encumb. /Budget
	Budget	Actual/Encumb.	
	\$ 706,486	\$ 514,463	72.8%
General government	8,000,232	5,979,946	74.7%
Administrative services	61,354,148	45,397,200	74.0%
Police	41,442,164	29,468,417	71.1%
Fire	11,113,037	8,631,134	77.7%
Libraries	20,141,080	13,952,468	69.3%
Development	4,650,284	3,317,451	71.3%
Public services and operations	20,119,481	13,813,446	68.7%
Parks and recreation	6,032,186	4,430,286	73.4%
Public works	16,690,484	10,676,402	64.0%
Other	190,249,582	136,181,222	71.6%
Total General Fund			
Business-type Activities:	63,889,634	45,053,853	70.5%
Water and sewer	18,843,094	14,269,176	75.7%
Sustainability and environ services	2,709,621	1,631,529	60.2%
Municipal drainage	6,754,704	4,650,680	68.9%
Civic center	902,706	590,074	65.4%
Municipal golf course	55,360	68,451	123.6%
Property management	2,763,148	1,762,794	63.8%
Recreation revolving	45,000	45,881	102.0%
Downtown center development	95,963,267	68,072,438	70.9%
Total business-type activities	\$ 286,212,849	\$ 204,253,660	

Function/Program Activities General Fund	General Revenues	
	Budget	Actual
	69,461,175	68,828,964
Property taxes	57,606,179	48,252,461
Sales taxes	876,601	639,924
Other taxes	-	-
Hotel/Motel tax	19,029,151	16,443,045
Franchise fees	1,700,000	2,218,751
Investment income	148,673,106	136,383,145
Total general revenues	(16,923,595)	17,143,721
Change in net assets	-	48,804,662
Net assets - beginning	-	\$ 65,948,393
Net assets - ending	-	\$ 377,273,878

Function/Program Activities General Fund	General Revenues	
	Budget	Actual
	-	-
Property taxes	-	-
Sales taxes	-	-
Other taxes	-	-
Hotel/Motel tax	4,008,677	2,980,664
Franchise fees	5,900,620	4,369,933
Investment income	393,875	408,869
Total general revenues	10,303,172	7,759,466
Change in net assets	34,693,672	16,964,644
Net assets - beginning	-	360,309,234
Net assets - ending	-	\$ 443,222,261

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2007, 2006, AND 2005
 GENERAL FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>9 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Ad valorem tax	2007	\$ 69,461,000	68,829,000	99.1%	132.12
	2006	61,823,000	61,301,000	99.2%	132.21
	2005	58,007,000	57,212,000	98.6%	131.51
Sales tax	2007	57,606,000	48,252,000	83.8%	111.68
	2006	50,590,000	43,474,000	85.9%	114.58
	2005	48,668,000	38,664,000	79.4%	105.93
Other revenue	2007	46,259,000	36,244,000	78.4%	104.47
	2006	44,632,000	30,139,000	67.5%	90.04
	2005	<u>44,335,000</u>	<u>25,780,000</u>	58.1%	77.53
TOTAL REVENUE	2007	173,326,000	153,325,000	88.5%	117.95
	2006	157,045,000	134,914,000	85.9%	114.54
	2005	<u>151,010,000</u>	<u>121,656,000</u>	80.6%	107.42
EXPENDITURES & ENCUMBRANCES:					
Current operating	2007	\$ 188,784,000	132,135,000	70.0%	93.32
	2006	173,594,000	122,084,000	70.3%	93.77
	2005	165,432,000	113,861,000	68.8%	91.77
Capital outlay	2007	1,466,000	4,046,000	276.0%	367.99
	2006	1,697,000	1,763,000	103.9%	138.52
	2005	<u>1,458,000</u>	<u>1,302,000</u>	89.3%	119.07
Total expenditures and encumbrances	2007	190,250,000	136,181,000	71.6%	95.44
	2006	175,291,000	123,847,000	70.7%	94.20
	2005	<u>166,890,000</u>	<u>115,163,000</u>	69.0%	92.01
Excess (deficiency) of revenues over (under) expenditures	2007	(16,924,000)	17,144,000	-	-
	2006	(18,246,000)	11,067,000	-	-
	2005	(15,880,000)	6,493,000	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2007	16,397,000	12,298,000	75.0%	100.00
	2006	15,153,000	11,365,000	75.0%	100.00
	2005	13,789,000	10,342,000	75.0%	100.00
Transfers out	2007	(21,055,000)	(16,723,000)	79.4%	105.90
	2006	(13,270,000)	(10,948,000)	82.5%	110.00
	2005	<u>(13,339,000)</u>	<u>(10,275,000)</u>	77.0%	102.71
NET CHANGE IN FUND BALANCES	2007	(21,582,000)	12,719,000		
	2006	(16,363,000)	11,484,000		
	2005	(15,430,000)	6,560,000		
FUND BALANCES-BEGINNING	2007		48,805,000		
	2006		39,224,000		
	2005		<u>39,497,000</u>		
FUND BALANCES-ENDING JUNE 30	2007		61,524,000		
	2006		50,708,000		
	2005		<u>46,057,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2007, 2006, AND 2005
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>9 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2007	\$ 93,434,000	56,740,000	60.7%	80.97
	2006	83,000,000	60,273,000	72.6%	96.82
	2005	80,656,000	51,345,000	63.7%	84.88
Other fees and service charges	2007	2,556,000	1,689,000	66.1%	88.11
	2006	2,360,000	2,400,000	101.7%	135.59
	2005	<u>2,188,000</u>	<u>1,458,000</u>	66.6%	88.85
TOTAL REVENUE	2007	95,990,000	58,429,000	60.9%	81.16
	2006	85,360,000	62,673,000	73.4%	97.90
	2005	<u>82,844,000</u>	<u>52,803,000</u>	63.7%	84.98
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	80,000	153,000	191.3%	255.00
	2006	70,000	556,000	794.3%	1059.05
	2005	1,064,000	1,600,000	150.4%	200.50
Other expenses & encumbrances	2007	63,810,000	44,901,000	70.4%	93.82
	2006	58,788,000	41,659,000	70.9%	94.48
	2005	<u>57,630,000</u>	<u>40,609,000</u>	70.5%	93.95
Total expenses and encumbrances	2007	63,890,000	45,054,000	70.5%	94.02
	2006	58,858,000	42,215,000	71.7%	95.63
	2005	<u>58,694,000</u>	<u>42,209,000</u>	71.9%	95.88
Excess (deficiency) of revenues over (under) expenses	2007	32,100,000	13,375,000	-	-
	2006	26,502,000	20,458,000	-	-
	2005	24,150,000	10,594,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2007	417,000	201,000	48.2%	64.27
	2006	230,000	172,000	74.8%	99.71
	2005	469,000	351,000	74.8%	99.79
Transfers out	2007	(32,008,000)	(22,547,000)	70.4%	93.92
	2006	(28,082,000)	(21,061,000)	75.0%	100.00
	2005	<u>(28,413,000)</u>	<u>(21,310,000)</u>	75.0%	100.00
CHANGE IN NET ASSETS	2007	\$ 509,000	(8,971,000)		
	2006	(1,350,000)	(431,000)		
	2005	(3,794,000)	(10,365,000)		
TOTAL NET ASSETS-BEGINNING	2007		324,871,000		
	2006		317,131,000		
	2005		<u>319,626,000</u>		
TOTAL NET ASSETS-ENDING JUNE 30	2007		315,900,000		
	2006		316,700,000		
	2005		<u>309,261,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2007, 2006, AND 2005
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>9 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2007	\$ 5,901,000	4,370,000	74.1%	98.74
	2006	5,307,000	4,013,000	75.6%	100.82
	2005	5,161,000	3,709,000	71.9%	95.82
Refuse collection revenue	2007	12,078,000	9,075,000	75.1%	100.18
	2006	11,106,000	8,411,000	75.7%	100.98
	2005	11,035,000	8,409,000	76.2%	101.60
Other fees and service charges	2007	1,545,000	1,074,000	69.5%	92.69
	2006	1,367,000	889,000	65.0%	86.71
	2005	<u>1,113,000</u>	<u>673,000</u>	60.5%	80.62
TOTAL REVENUE	2007	19,524,000	14,519,000	74.4%	99.15
	2006	17,780,000	13,313,000	74.9%	99.84
	2005	<u>17,309,000</u>	<u>12,791,000</u>	73.9%	98.53
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	312,000	23,000	7.4%	9.83
	2006	532,000	479,000	90.0%	120.05
	2005	436,000	169,000	38.8%	51.68
Other expenses & encumbrances	2007	18,531,000	14,246,000	76.9%	102.50
	2006	17,043,000	13,190,000	77.4%	103.19
	2005	<u>15,683,000</u>	<u>11,619,000</u>	74.1%	98.78
Total expenses and encumbrances	2007	18,843,000	14,269,000	75.7%	100.97
	2006	17,575,000	13,669,000	77.8%	103.70
	2005	<u>16,119,000</u>	<u>11,788,000</u>	73.1%	97.51
Excess (deficiency) of revenues over (under) expenses	2007	681,000	250,000	-	-
	2006	205,000	(356,000)	-	-
	2005	1,190,000	1,003,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2007	85,000	64,000	75.3%	100.39
	2006	-	-	-	-
	2005	-	-	-	-
Operating transfers out	2007	(1,354,000)	(830,000)	61.3%	81.73
	2006	(1,176,000)	(882,000)	75.0%	100.00
	2005	<u>(1,160,000)</u>	<u>(870,000)</u>	75.0%	100.00
CHANGE IN NET ASSETS	2007	\$ (588,000)	(516,000)		
	2006	(971,000)	(1,238,000)		
	2005	30,000	133,000		
TOTAL NET ASSETS-BEGINNING	2007		1,759,000		
	2006		2,578,000		
	2005		<u>2,902,000</u>		
TOTAL NET ASSETS-ENDING JUNE 30	2007		1,243,000		
	2006		1,340,000		
	2005		<u>3,035,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2007, 2006, AND 2005
 MUNICIPAL DRAINAGE FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>9 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2007	\$ 4,700,000	3,667,000	78.0%	104.03
	2006	4,812,000	3,608,000	75.0%	99.97
	2005	4,788,000	3,585,000	74.9%	99.83
Miscellaneous revenue	2007	109,000	152,000	139.4%	185.93
	2006	47,000	89,000	189.4%	252.48
	2005	35,000	53,000	151.4%	201.90
TOTAL REVENUE	2007	4,809,000	3,819,000	79.4%	105.88
	2006	4,859,000	3,697,000	76.1%	101.45
	2005	4,823,000	3,638,000	75.4%	100.57
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	28,000	25,000	89.3%	119.05
	2006	27,000	96,000	355.6%	474.07
	2005	-	2,000	-	-
Other expenses & encumbrances	2007	2,682,000	1,607,000	59.9%	79.89
	2006	2,561,000	1,576,000	61.5%	82.05
	2005	1,969,000	1,346,000	68.4%	91.15
Total expenses and encumbrances	2007	2,710,000	1,632,000	60.2%	80.30
	2006	2,588,000	1,672,000	64.6%	86.14
	2005	1,969,000	1,348,000	68.5%	91.28
Excess (deficiency) of revenues over (under) expenses	2007	2,099,000	2,187,000	-	-
	2006	2,271,000	2,025,000	-	-
	2005	2,854,000	2,290,000	-	-
TRANSFERS OUT:					
Operating transfers out	2007	(2,559,000)	(1,919,000)	75.0%	99.99
	2006	(2,441,000)	(1,674,000)	68.6%	91.44
	2005	(2,514,000)	(1,860,000)	74.0%	98.65
CHANGE IN NET ASSETS	2007	(460,000)	268,000		
	2006	(170,000)	351,000		
	2005	340,000	430,000		
TOTAL NET ASSETS-BEGINNING	2007		20,754,000		
	2006		17,924,000		
	2005		14,995,000		
TOTAL NET ASSETS-ENDING JUNE 30	2007		21,022,000		
	2006		18,275,000		
	2005		15,425,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2007, 2006, AND 2005
 NONMAJOR BUSINESS-TYPE FUNDS

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>9 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel/motel tax	2007	\$ 4,009,000	2,981,000	74.4%	99.14
	2006	3,411,000	2,859,000	83.8%	111.76
	2005	2,936,000	2,238,000	76.2%	101.63
Other revenue	2007	6,325,000	5,289,000	83.6%	111.49
	2006	6,071,000	4,892,000	80.6%	107.44
	2005	6,243,000	4,877,000	78.1%	104.16
TOTAL REVENUE	2007	10,334,000	8,270,000	80.0%	106.70
	2006	9,482,000	7,751,000	81.7%	108.99
	2005	9,179,000	7,115,000	77.5%	103.35
EXPENSES & ENCUMBRANCES:					
Capital outlay	2007	52,000	144,000	276.9%	369.23
	2006	5,000	2,000	40.0%	53.33
	2005	6,000	12,000	200.0%	266.67
Other expenses & encumbrances	2007	10,469,000	6,974,000	66.6%	88.82
	2006	9,521,000	6,562,000	68.9%	91.90
	2005	9,069,000	6,349,000	70.0%	93.34
Total expenses and encumbrances	2007	10,521,000	7,118,000	67.7%	90.21
	2006	9,526,000	6,564,000	68.9%	91.87
	2005	9,075,000	6,361,000	70.1%	93.46
Excess (deficiency) of Revenues over (under) expenses	2007	(187,000)	1,152,000	-	-
	2006	(44,000)	1,187,000	-	-
	2005	104,000	754,000	-	=
TRANSFERS OUT:					
Operating transfers out	2007	(671,000)	(502,000)	74.8%	99.75
	2006	(558,000)	(419,000)	75.1%	100.12
	2005	(619,000)	(464,000)	75.0%	99.95
CHANGE IN NET ASSETS	2007	(858,000)	650,000		
	2006	(602,000)	768,000		
	2005	(515,000)	290,000		
TOTAL NET ASSETS-BEGINNING	2007		12,926,000		
	2006		11,317,000		
	2005		11,620,000		
TOTAL NET ASSETS-ENDING JUNE 30	2007		13,576,000		
	2006		12,085,000		
	2005		11,910,000		

EQUITY IN TREASURY POOL

JUNE 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 6/30/07	TOTAL 10/01/06	TOTAL 6/30/06
GENERAL FUND:						
01	General	\$ 88,000	56,743,000	56,831,000	42,608,000	45,027,000
77	Payroll	-	1,915,000	1,915,000	1,709,000	2,529,000
994	Plano All-America City	-	-	-	-	(29,000)
24	City Store	-	9,000	9,000	8,000	7,000
		88,000	58,667,000	58,755,000	44,325,000	47,534,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	31,954,000	31,954,000	2,165,000	29,208,000
		-	31,954,000	31,954,000	2,165,000	29,208,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	463,000	463,000	467,000	321,000
23	Street Enhancement	-	1,392,000	1,392,000	1,340,000	1,251,000
25	1991 Police & Courts Facility	-	1,507,000	1,507,000	1,445,000	985,000
27	1991 Library Facility	-	360,000	360,000	346,000	315,000
28	1991 Fire Facility	-	1,318,000	1,318,000	1,271,000	(599,000)
29	Technology Improvements	-	85,000	85,000	85,000	-
31	Municipal Facilities	-	396,000	396,000	379,000	365,000
32	Park Improvements	-	4,259,000	4,259,000	4,166,000	3,640,000
33	Street & Drainage Improvement	-	1,960,000	1,960,000	1,399,000	392,000
35	Capital Reserve	-	36,466,000	36,466,000	33,347,000	31,540,000
38	DART L.A.P.	-	723,000	723,000	706,000	694,000
39	Spring Creekwalk	-	22,000	22,000	21,000	21,000
52	Park Service Areas	-	5,365,000	5,365,000	5,166,000	4,768,000
53	Creative & Performing Arts	-	1,799,000	1,799,000	1,733,000	1,537,000
54	Animal Control Facilities	-	203,000	203,000	195,000	190,000
59	Service Center	-	123,000	123,000	119,000	117,000
60	Joint Use Facilities	-	554,000	554,000	533,000	513,000
85	Public Arts	-	16,000	16,000	15,000	-
110	G.O. Bond Clearing - 1999	-	839,000	839,000	1,531,000	1,753,000
190	G.O. Bond Clearing - 2000	-	3,783,000	3,783,000	3,641,000	3,733,000
230	Tax Notes Clearing - 2001	-	2,428,000	2,428,000	2,454,000	2,413,000
240	G.O. Bond Clearing - 2001-A	-	189,000	189,000	182,000	187,000
250	Tax Notes Clearing - 2001-A	-	176,000	176,000	207,000	248,000
92	G.O. Bond Refund/Clearing - 2002	-	-	-	-	1,000
270	G.O. Bond Refund/Clearing - 2003	-	1,324,000	1,324,000	1,403,000	1,470,000
310	G.O. Bond Refund/Clearing - 2005	-	966,000	966,000	1,170,000	7,090,000
093	G.O. Bond Clearing - 2006	-	2,891,000	2,891,000	36,075,000	41,485,000
089	C.O. Bond Clearing - 2006	-	425,000	425,000	3,108,000	3,783,000
102	G.O. Bond Clearing - 2007	-	33,783,000	33,783,000	-	-
105	Tax Notes Clearing - 2007	-	10,525,000	10,525,000	-	-
		-	114,340,000	114,340,000	102,504,000	108,213,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	207,000	207,000	131,000	83,000
34	Sewer CIP	-	2,984,000	2,984,000	4,492,000	4,151,000
36	Water CIP	-	4,648,000	4,648,000	4,571,000	4,264,000
37	Downtown Center Development	-	85,000	85,000	69,000	58,000
41	Water & Sewer - Operating	998,000	(4,045,000)	(3,047,000)	8,154,000	2,791,000
42	Water & Sewer - Debt Service	-	4,972,000	4,972,000	2,051,000	3,297,000
43	Municipal Drainage - Debt Service	-	2,128,000	2,128,000	2,579,000	1,865,000
44	W & S Impact Fees Clearing	-	2,736,000	2,736,000	2,447,000	2,712,000
45	Sustainability & Environmental Services	1,000	(848,000)	(847,000)	219,000	(176,000)
46	Convention & Tourism	4,000	3,454,000	3,458,000	3,054,000	2,314,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	3,000
47	Municipal Drainage	-	4,019,000	4,019,000	3,705,000	3,669,000
48	Municipal Golf Course	-	80,000	80,000	119,000	(54,000)
49	Property Management	-	368,000	368,000	365,000	345,000
51	Recreation Revolving	-	1,280,000	1,280,000	934,000	1,017,000
95	W & S Bond Clearing - 1990	-	-	-	184,000	181,000
96	W & S Bond Clearing - 1991	-	-	-	102,000	100,000
101	W & S Bond Clearing - 1993A	-	-	-	275,000	270,000
103	Municipal Bond Drain Clearing-1995	-	-	-	261,000	257,000
104	Municipal Drain Bond Clearing-1996	-	170,000	170,000	164,000	161,000
107	Municipal Drain Bond Clearing-1997	-	-	-	232,000	229,000
108	Municipal Drain Bond Clearing-1998	-	-	-	78,000	77,000
210	Municipal Drain Bond Clearing-1999	-	-	-	145,000	143,000
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	121,000	119,000
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	32,000	31,000
320	Municipal Drain Rev Bond Clearing - 2005	-	716,000	716,000	1,359,000	2,103,000
094	Municipal Drain Rev Bond Clearing - 2006	-	1,518,000	1,518,000	1,461,000	1,436,000
330	Municipal Drain Rev Bond Clearing - 2007	-	2,864,000	2,864,000	-	-
		1,003,000	27,340,000	28,343,000	37,308,000	31,446,000

EQUITY IN TREASURY POOL

JUNE 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 6/30/07	TOTAL 10/01/06	TOTAL 6/30/06
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	397,000	397,000	268,000	263,000
4	TIF-Mall	-	50,000	50,000	40,000	40,000
5	TIF-East Side	-	8,658,000	8,658,000	5,891,000	6,824,000
11	LLEBG-Police Grant	-	76,000	76,000	70,000	79,000
12	Criminal Investigation	-	994,000	994,000	811,000	788,000
13	Grant	-	(957,000)	(957,000)	-	(717,000)
14	Wireline Fees	-	354,000	354,000	286,000	260,000
15	Judicial Efficiency	-	110,000	110,000	99,000	94,000
16	Industrial	-	17,000	17,000	16,000	16,000
17	Intergovernmental	-	482,000	482,000	285,000	277,000
18	Government Access/CATV	-	545,000	545,000	225,000	291,000
19	Teen Court Program	-	37,000	37,000	31,000	28,000
20	Municipal Courts Technology	-	1,352,000	1,352,000	1,252,000	1,206,000
55	Municipal Court-Building Security Fees	-	1,222,000	1,222,000	1,143,000	1,107,000
56	911 Reserve Fund	-	6,754,000	6,754,000	5,815,000	5,484,000
57	State Library Grants	-	22,000	22,000	23,000	(1,000)
67	Disaster Relief	-	1,123,000	1,123,000	1,067,000	965,000
68	Animal Shelter Donations	-	109,000	109,000	75,000	63,000
73	Memorial Library	-	190,000	190,000	189,000	187,000
86	Juvenile Case Manager	-	121,000	121,000	95,000	57,000
87	Traffic Safety	-	579,000	579,000	298,000	165,000
88	Child Safety	-	817,000	817,000	552,000	543,000
		-	23,052,000	23,052,000	18,531,000	18,019,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	3,662,000	3,662,000	1,612,000	3,455,000
9	Technology Infrastructure	-	3,997,000	3,997,000	3,846,000	4,456,000
58	PC Replacement	-	1,664,000	1,664,000	1,089,000	1,237,000
61	Equipment Maintenance	-	(5,084,000)	(5,084,000)	-	(4,154,000)
62	Information Technology	-	1,640,000	1,640,000	2,137,000	1,671,000
63	Office Services	-	(251,000)	(251,000)	-	(353,000)
64	Warehouse	-	85,000	85,000	301,000	237,000
65	Property/Liability Loss	-	4,846,000	4,846,000	5,338,000	5,536,000
66	Technology Services	-	10,477,000	10,477,000	9,960,000	9,980,000
71	Equipment Replacement	-	11,453,000	11,453,000	4,954,000	9,154,000
78	Health Claims	-	24,716,000	24,716,000	18,934,000	17,254,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	173,000	362,000
		-	57,176,000	57,176,000	48,344,000	48,835,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	51,000	51,000	46,000	44,000
8	Library Training Lab	-	5,000	5,000	9,000	12,000
69	Collin County Seized Assets	-	301,000	301,000	299,000	284,000
74	Developers' Escrow	-	4,048,000	4,048,000	3,866,000	3,816,000
76	Economic Development	-	7,306,000	7,306,000	1,134,000	1,137,000
84	Rebate	-	1,134,000	1,134,000	1,181,000	1,169,000
		-	12,845,000	12,845,000	6,535,000	6,462,000
TOTAL		\$ 1,091,000	325,374,000	326,465,000	259,712,000	289,717,000
		CASH	TRUST INVESTMENTS	TOTAL 6/30/07	TOTAL 10/01/06	TOTAL 6/30/06
TRUST FUNDS						
42	Water & Sewer Reserve	\$ -	-	-	957,000	946,000
72	Retirement Security Plan	-	58,403,000	58,403,000	58,403,000	53,866,000
TOTAL TRUST FUNDS		\$ -	58,403,000	58,403,000	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 June 30, 2007 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	5,393,000
Local Government Investment Pool	69,224,000
Federal Securities	226,798,000
Certificates of Deposit	23,000,000
Fair Value Adjustment	(652,000)
Interest Receivable	1,611,000
	<u>325,374,000</u>

HEALTH CLAIMS FUND

THROUGH JUNE 30 OF FISCAL YEARS 2007 AND 2006

Health Claims Fund	6 month Variance Favorable (Unfavorable)			2 month Variance Favorable (Unfavorable)			1 month Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 06-07 Oct-March	FY 05-06 Oct-March	(Unfavorable)	FY 06-07 April-May	FY 05-06 April-May	(Unfavorable)	FY 06-07 June	FY 05-06 June	(Unfavorable)	FY 06-07 Total	FY 05-06 Total	(Unfavorable)
Revenues												
Employees Health Ins. Contributions	\$ 1,145,000	\$ 1,056,000	89,000	390,000	358,000	32,000	195,000	179,000	16,000	\$ 1,730,000	\$ 1,593,000	137,000
Employers Health Ins. Contributions	9,945,000	8,883,000	1,062,000	3,453,000	2,997,000	456,000	1,734,000	1,489,000	245,000	15,132,000	13,369,000	1,763,000
Contributions for Retirees	275,000	241,000	34,000	100,000	84,000	16,000	51,000	43,000	8,000	426,000	368,000	58,000
Cobra Insurance Receipts	14,000	17,000	(3,000)	8,000	5,000	3,000	5,000	2,000	3,000	27,000	24,000	3,000
Retiree Insurance Receipts	205,000	166,000	39,000	61,000	52,000	9,000	41,000	34,000	7,000	307,000	252,000	55,000
City Council Receipts	-	4,000	(4,000)	-	-	-	-	-	-	-	4,000	(4,000)
Plano Housing Authority	19,000	23,000	(4,000)	-	9,000	(9,000)	-	3,000	(3,000)	19,000	35,000	(16,000)
Interest	573,000	214,000	359,000	148,000	93,000	55,000	114,000	68,000	46,000	835,000	375,000	460,000
Miscellaneous	-	-	-	69,000	-	69,000	-	-	-	69,000	-	69,000
Total Revenues	12,176,000	10,604,000	1,572,000	4,229,000	3,598,000	631,000	2,140,000	1,818,000	322,000	18,545,000	16,020,000	2,525,000
Expenses												
Insurance	714,000	641,000	(73,000)	235,000	240,000	5,000	118,000	120,000	2,000	1,067,000	1,001,000	(66,000)
Contracts- Professional Svc.	151,000	117,000	(34,000)	12,000	15,000	3,000	10,000	8,000	(2,000)	173,000	140,000	(33,000)
Contracts- Other	583,000	450,000	(133,000)	204,000	155,000	(49,000)	88,000	75,000	(13,000)	875,000	680,000	(195,000)
Health Claims Paid Reinsurance	(23,000)	(257,000)	(234,000)	(1,000)	(39,000)	(38,000)	-	-	-	(24,000)	(296,000)	(272,000)
Health Claims - Prescription	1,315,000	1,130,000	(185,000)	546,000	455,000	(91,000)	308,000	229,000	(79,000)	2,169,000	1,814,000	(355,000)
Health Claims Paid -UHC	5,638,000	5,176,000	(462,000)	1,780,000	1,525,000	(255,000)	837,000	761,000	(76,000)	8,255,000	7,462,000	(793,000)
Cobra Insurance Paid	2,000	2,000	-	-	-	-	-	-	-	2,000	2,000	-
Retiree Insurance Paid	55,000	46,000	(9,000)	22,000	18,000	(4,000)	11,000	9,000	(2,000)	88,000	73,000	(15,000)
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)	2,798,000	2,369,000	(429,000)	1,372,000	1,202,000	(170,000)	12,608,000	10,880,000	(1,728,000)
Net increase (decrease)	\$ 3,738,000	\$ 3,295,000	443,000	1,431,000	1,229,000	202,000	768,000	616,000	152,000	\$ 5,937,000	\$ 5,140,000	797,000
Health Claims Fund Balance - Cumulative												
	\$ 19,841,000	\$ 13,089,000	6,752,000	\$ 21,271,000	\$ 14,317,000	6,954,000	\$ 22,039,000	\$ 14,934,000	7,105,000			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH JUNE 30 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	\$ 856,000	957,000	1,089,000
Net Judgments/Damages/Attorney Fees	584,000	560,000	297,000
Total Expenses	\$ 1,440,000	1,517,000	1,386,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE 30, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>15th STREET – G Avenue to I Avenue</u>	02/07 10/07	1,450	1,766	614	1,311	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 July 11 th if it doesn't rain.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	01/08 07/08	1,320	1,470	128	19	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.
<u>Alma – Spicewood to Hedgcoxe</u>	01/08 08/08	-	820	42	68	65% construction plans have been reviewed by City staff.
<u>ALMA & PARKER DRAINAGE</u>	02/08 08/08	410	962	21	93	Concept alignment report was reviewed by City staff. A route has been selected and consultant is proceeding with preliminary plans
<u>ANIMAL SHELTER EXPANSION</u>	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.
<u>CLOISTERS WATER REHAB</u>	07/07 07/08	50	1,820	95	1,143	Project was awarded to RKM Utility Services, Inc. Pre-con meeting has been set for July 16 th .
<u>COMMUNICATIONS -Falls to Parker</u>	07/06 07/07	-	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.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	01/08 12/08	1,550	3,470	164	41	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. 404 Environmental issue being evaluated. Right of way negotiations underway.
<u>COMMUNICATIONS Parker to Spring Creek Parkway</u>	01/08 12/08	200	2,200	114	49	Design proceeding. Preliminary plans have been reviewed by City staff and returned to the consultant for correction. Right of way activity is underway.
<u>DALLAS NORTH TRUNK SEWER I – Independence to Coit</u>	04/07 09/07	-	3,100	1,025	2,941	Pipeline has been rehabbed up to Data Drive.
<u>DALLAS NORTH TRUNK SEWER II – Independence to Custer</u>	07/07 12/07	-	1,500	65	1,052	Construction contract was awarded on June 11 th .

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE 30, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>DALLAS NORTH TRUNK SEWER III- Pittman Creek to Custer</u>	06/07 10/07	-	2,500	584	808	About half the pipe has been installed.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	12/07 02/09	2,000	12,902	2,983	495	Construction documents 90% complete.
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 06/08	462	1,100	101	716	Project was awarded to RKM Utility Services, Inc. at the June 11 th City Council meeting. Pre-con was held on June 28 th . Contractor is ready to start on Cloverhaven if weather permits.
<u>HEADQUARTERS – Preston to Parkwood</u>	11/07 04/08	100	1,000	39	22	Design services began November 22 nd with Jaster Quintanilla. Project will widen Headquarters from four to six lanes from Parkwood Blvd. to Preston Road.
<u>HIGHLANDS LIFT STATION</u>	09/08 09/09	-	2,450	-	198	Design has started.
<u>INDEPENDENCE- MCDERMOTT TO SH 121</u>	06/08 03/09	-	1,600	-	101	Notice to Proceed for design services has been issued.
<u>INTERSECTION IMPROVEMENTS – 2004</u>	01/07 12/08	660	1,236	302	241	Construction is complete at the Ohio/Park intersection. Construction is near complete at Lookout and Spring Creek. Construction is underway at Commerce and Plano Pkwy; Coit at Legacy– final plans are complete. ROW acquisition underway; Jupiter/Park/Parker/ Independence– Design is proceeding. Preliminary plans have been submitted and are in review by City staff.
<u>INTERSECTION IMPROVEMENTS – 2005</u>	07/07 02/08	649	997	215	721	Preconstruction meeting was held on June 25 th .

CURRENT CAPITAL IMPROVEMENT PROJECTS

STATUS REPORT

JUNE 30, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	02/08 12/08	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 14 th . City staff working with affected property owners.
<u>INTERSECTION IMPROVEMENTS - Preston and Legacy</u>	04/08 01/09	239	2,502	196	148	Schematic and Environmental Categorical Exclusion returned by TXDOT McKinney June 4 th . City staff, consultants and TxDOT met to discuss common signing. Design will begin after approval by TxDOT Dallas.
<u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u>	04/08 01/09	436	2,190	152	138	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.
<u>INTERSECTION IMPROVEMENTS - Spring Creek Parkway and K Avenue</u>	10/06 07/07	296	668	74	2	All pavement widening is complete. Patch work in the intersection is scheduled for July 8 th .
<u>INTERSECTION IMPROVEMENTS - Spring Creek Parkway and Coit</u>	04/08 01/09	160	2,000	121	197	Design proceeding. Preliminary schematic plans have been submitted and are in review by City staff.
<u>MCDERMOTT - Coit To Ohio</u>	01/08 09/08	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 has been sent for the left turn lanes on the project.
<u>MIDWAY ROAD WIDENING - Parker to Spring Creek Parkway</u>	07/06 07/07	1,322	2,084	1,450	186	All work is complete.
<u>TOM MUEHLENBECK RECREATION CENTER</u>	04/06 09/07	11,346	23,000	19,408	2,839	Interior finish out is underway.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE 30, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>OAK POINT PARK VISITOR CENTER COMPLEX</u>	03/08 04/09	4,000	8,000	543	644	Design development underway.
<u>PARKER ROAD – K Ave. to P Ave.</u>	07/07 01/09	3,073	4,190	458	3,754	Construction is projected to start the first week of July.
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 06/08	700	735	5	34	Project re-bid in May. Project bids rejected. A meeting to discuss options was held on June 12 th .
<u>PARKER ROAD ESTATES WEST WATER REHAB</u>	10/06 07/07	1,850	2,002	1,871	67	All work is complete except for two punch list items for mail boxes
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	10/07 10/08	3,900	4,200	256	10	100% plans have been reviewed by staff and returned to the engineer.
<u>PLANO PARKWAY = Los Rios to 14th</u>	06/05 07/07	257	3,852	3,625	172	The contractor is installing sod and getting grass established.
<u>PLANO PARKWAY = Tollroad to Park</u>	01/07 10/07	1,861	2,628	1,763	914	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 and rain.
<u>POLICE ACADEMY RANGE EXPANSION</u>	10/07 04/08	930	3,759	620	2,863	Schematic design prepared. Design/build contract awarded to Centennial Construction.
<u>RAILROAD CROSSINGS –Quiet Zones</u>	08/07 12/07	-	1,197	764	14	Bids withdrawn pending agreement with railroads.
<u>RASOR BOULEVARD - Ohio to SH 121</u>	12/07 08/08	800	2,189	150	178	Huitt-Zollars Inc. has started on design. 65% plans have been reviewed by City staff and will be returned to the engineer next week.
<u>SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway</u>	01/08 11/07	-	525	-	-	Plans being revised per TxDOT comments.
<u>SHILOH PUMP STATION</u>	11/08 08/09	-	1,680	-	153	Design has started.
<u>SPRINGBROOK – Quill to Janwood</u>	02/08 09/08	75	825	108	48	Preliminary plans have been submitted and are in review by City staff.

CURRENT CAPITAL IMPROVEMENT PROJECTS
 STATUS REPORT
 JUNE 30, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>US 75 RAMP IMPROVEMENTS</u>	01/06 09/07	-	3,429	2,003	-	Work on northbound improvements continues very slowly. Southbound work began with closing of 15 th Street and Parker Road exit ramps.
<u>US 75/PARKER ROAD INTERCHANGE</u>	03/08 09/09	5,000	6,250	1,645	102	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.
<u>WYATT NORTH ADDITION PAVING & WATER</u>	06/07 06/08	2,130	2,369	178	1,826	Work on N Avenue has begun.

SECTION 2

ECONOMIC ANALYSIS

City of Plano

Comprehensive Monthly Finance Report

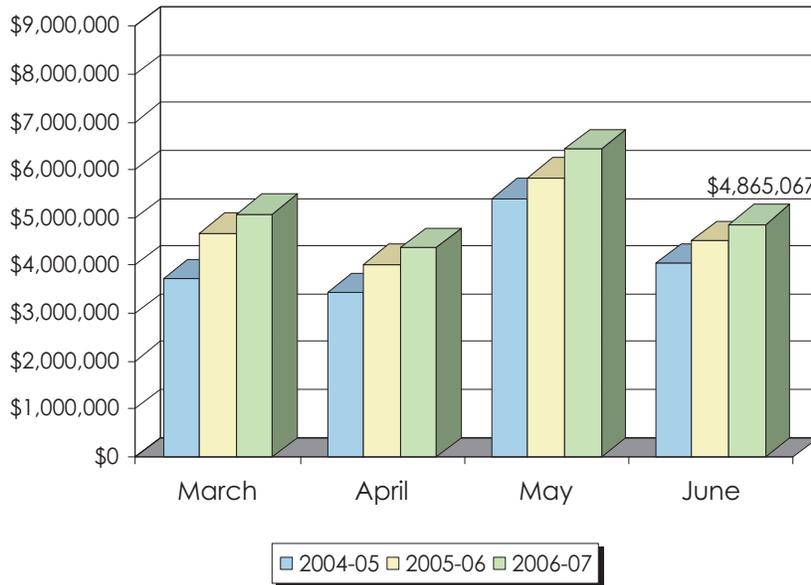


Spring
let you be
2017

ECONOMIC ANALYSIS

Sales tax allocation of \$4,865,067 was remitted to the City of Plano in the month of June 2007. This amount represents an increase of 7.85% over the amount received in June 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 April by businesses filing monthly returns, reported in May to the State, and received in June by the City of Plano.

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

ANNUALIZED SALES TAX INDEX
COMPARED TO DALLAS CONSUMER PRICE INDEX
FIGURE II

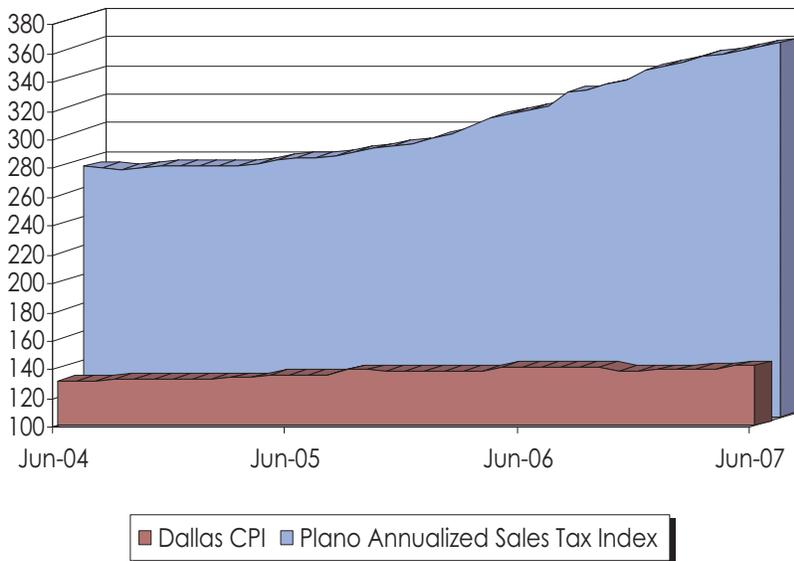


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For June 2007, the adjusted CPI was 141.66 and the Sales Tax Index was 360.53.

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

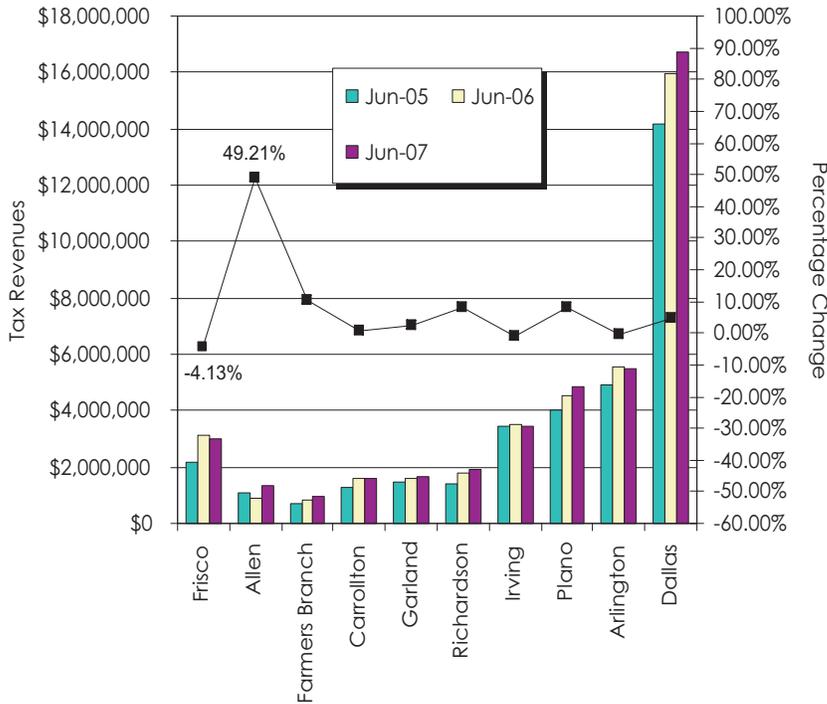
ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of June 2005, June 2006 and June 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

SALES TAX COMPARISONS

CITY OF PLANO AND AREA CITIES

FIGURE III

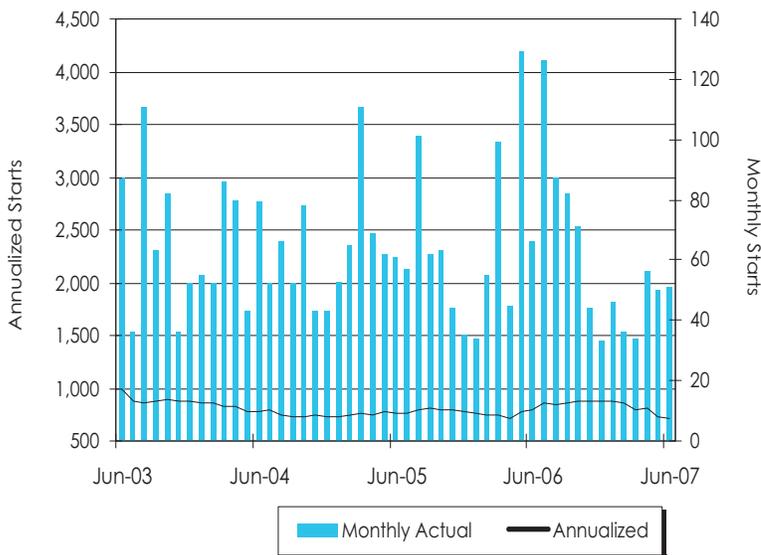


Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of June, the City of Plano received \$4,865,067 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing June 2006 to June 2007, ranged from 49.21% for the City of Allen to -4.13% for the City of Frisco.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In June 2007, a total of 51 actual single-family housing permits, representing a value of \$12,795,739, were issued. This value represents a 10.01% increase from the same period a year ago. Annualized single-family housing starts of 716 represent a value of \$144,360,815.

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

ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

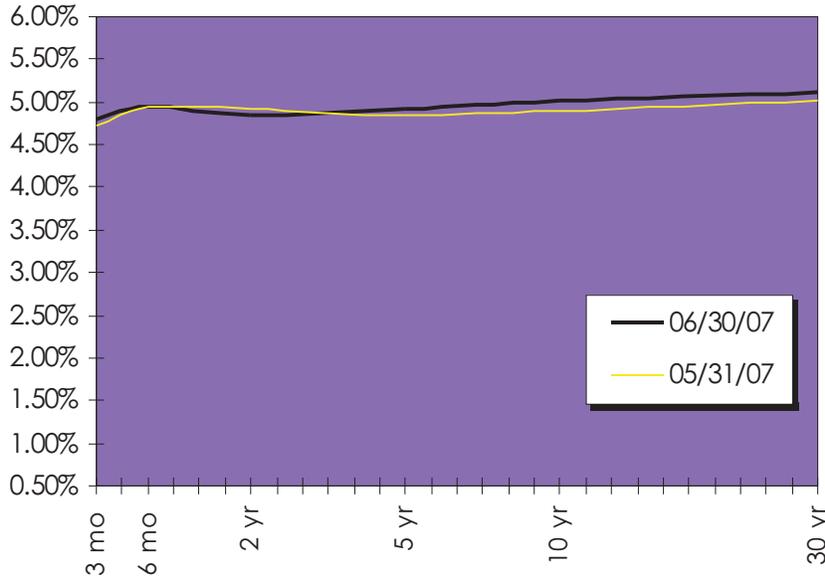


Figure V, left, shows the U.S. Treasury yield curve for June 30, 2007 in comparison to May 31, 2007. All but two of the reported treasury yields increased in the month of June, with the greatest increase in reported rates occurring in the 10-year sector at +7 basis points. The largest decrease in reported rates occurred in the 2-year sector at -11 basis points.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

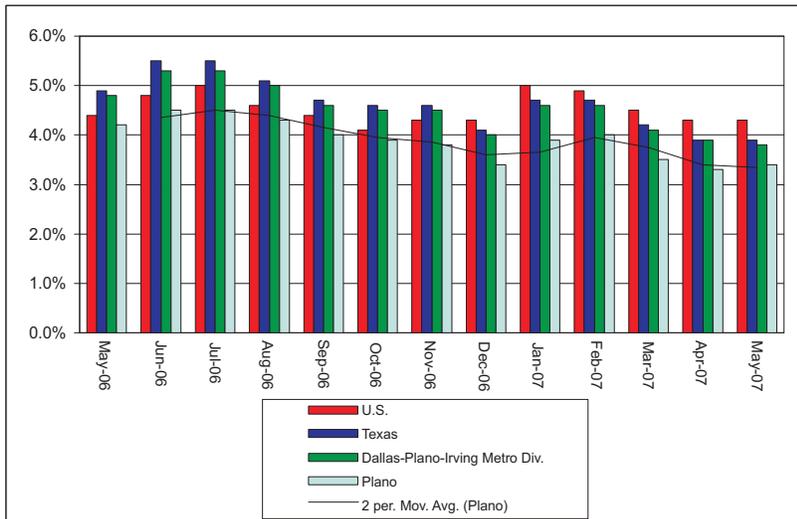


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from May 2006 to May 2007.

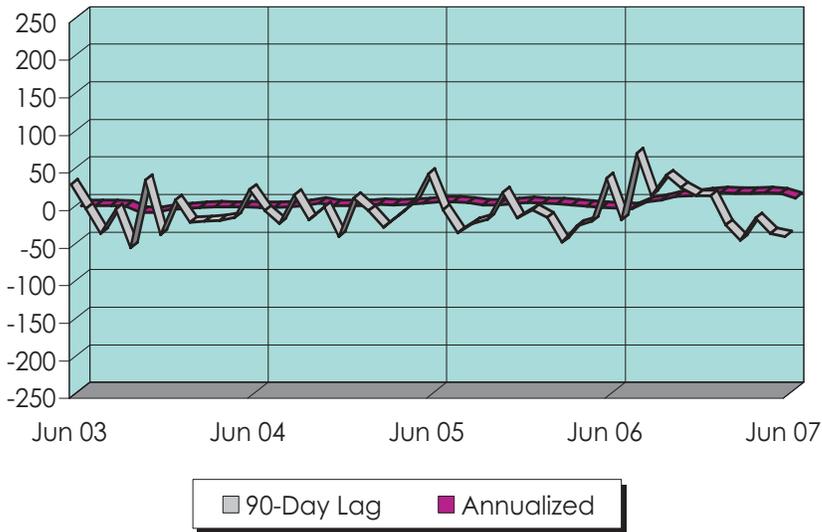
*Due to changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may have occurred.

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).

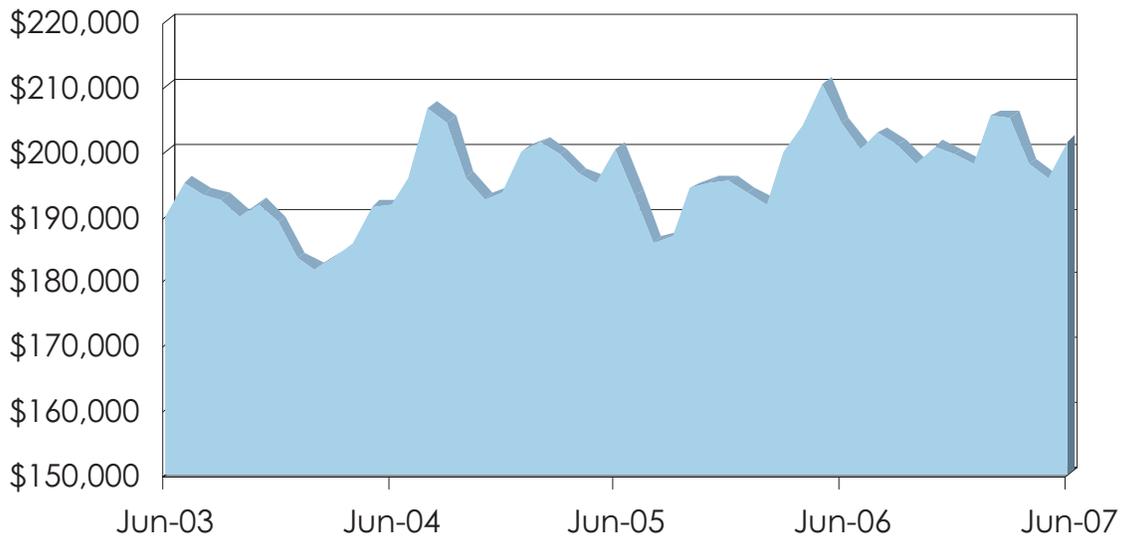
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



For the current month, the 90-day lag is -36 homes, meaning that in March 2007 there were 36 less housing starts than new refuse customers in June 2007. The annualized rate is 4 which means there was an average of 4 more housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 1.35% to \$201,621 when compared to June 2006.

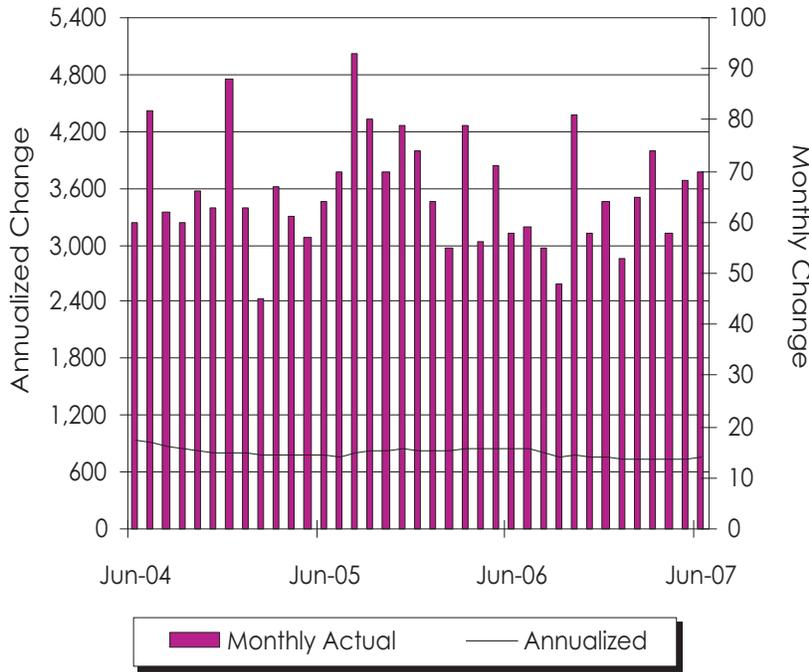
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

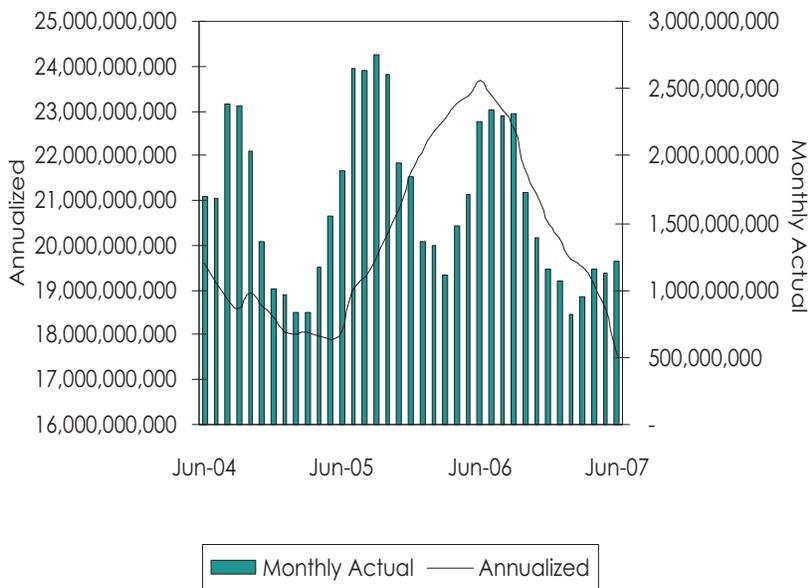


In June, net new refuse collection accounts totaled 70, in comparison to 58 new accounts in June of 2006. This change represents an increase of 20.69% year-to-year. Annualized new refuse accounts totaled 753, showing a decrease of 96, or a -11.31% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In June, the City of Plano pumped 1,568,164,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,212,055,000 gallons among 77,535 billed water accounts while billed sewer accounts numbered 73,949. The minimum daily water pumpage was 38,959,000 gallons, which occurred on Sunday, June 17th. Maximum daily pumpage was 69,529,000 gallons and occurred on Wednesday, June 13th. This month's average daily pumpage was 52,272,000 gallons.

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

ECONOMIC ANALYSIS

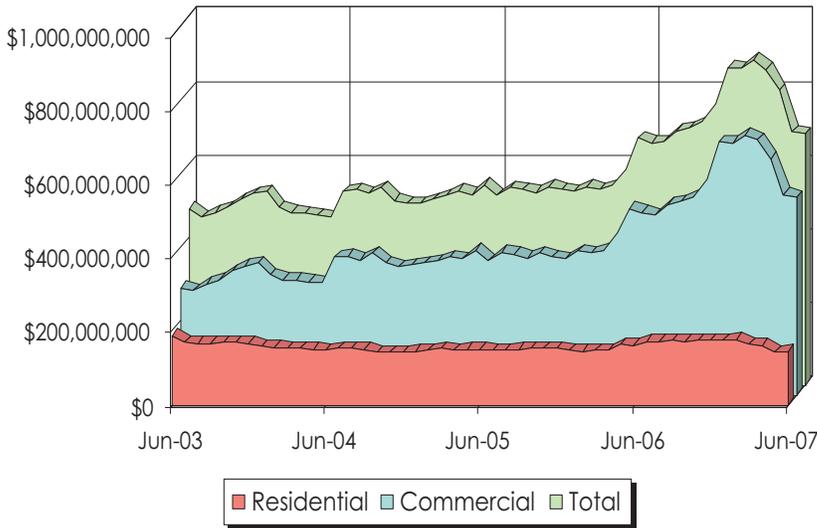
In June, a total of 123 new construction permits were issued, for properties valued at \$50,845,058. This includes 51 single-family residences, 3 apartment buildings, 1 church building, 2 parking garages, 4 office/bank building, 7 other, 20 commercial additions/alterations, and 32 interior finish-outs. There

were 16 permits issued for pools/spas. The overall annualized value was \$679,310,720, up 3.58% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$144,360,815, down 10.59% from a year ago. The annualized value of new commercial construction increased 8.21% to \$534,949,905.*

* 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.

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



The actual water and sewer customer billing revenues in June were \$3,367,630 and \$3,571,896, representing a decrease of 37.22% and an increase of 6.36% respectively, compared to June 2006 revenues. The aggregate water and sewer accounts netted \$6,939,527 for a decrease of 20.44%.

June consumption brought annualized revenue of \$42,993,376 for water and \$41,443,409 for sewer, totaling \$84,436,784. This total represents a decrease of 6.23% compared to last year's annualized revenue.

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII

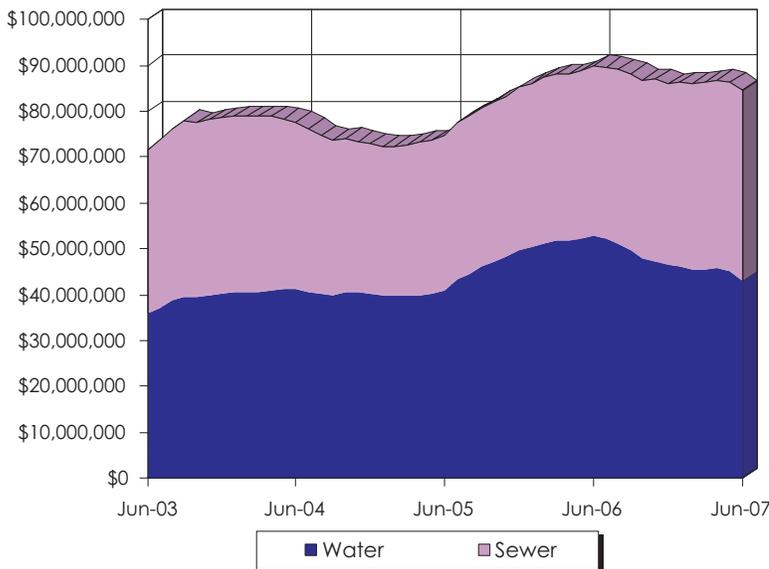


Figure XII represents the annualized billing history of water and sewer revenues for June 2003 through June 2007.

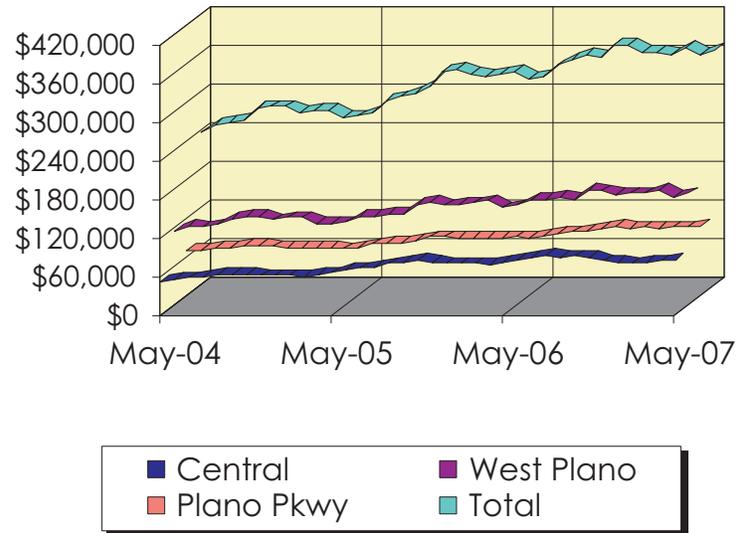
ECONOMIC ANALYSIS

May revenue from hotel/motel occupancy tax was \$415,236. This represents an increase of \$57,390 or 16.04% compared to May 2006. The average monthly revenue for the past six months (see graph) was \$365,253, an increase of 12.72% from the previous year's average. The six-month average for the Central area increased to \$85,606, the West Plano average increased to \$172,724, and the Plano Pkwy average increased to \$106,923 from the prior year.

¹This 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.

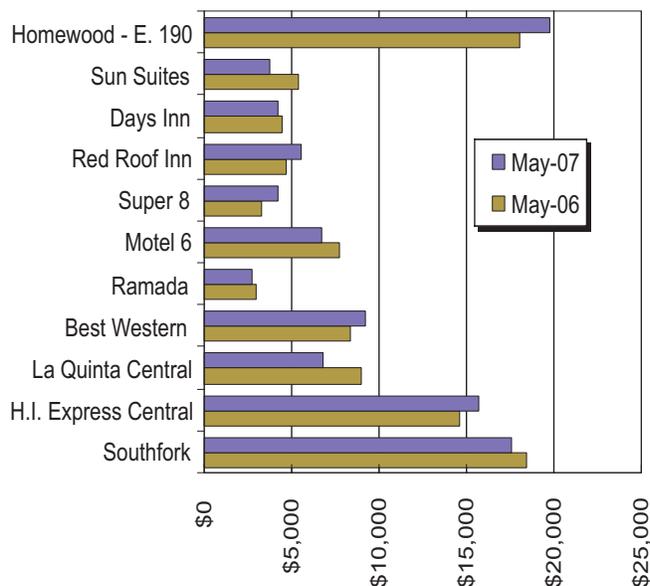
HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

FIGURE XIII



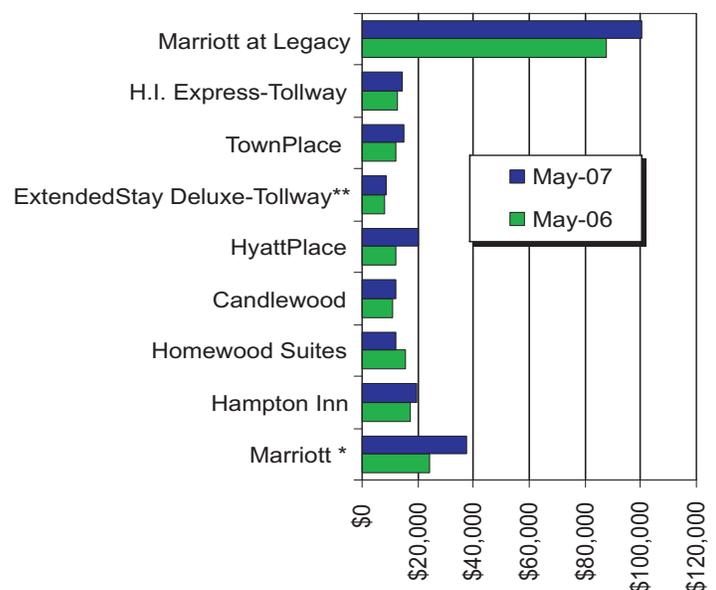
Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for May 2007 compared to the revenue received in May 2006.

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

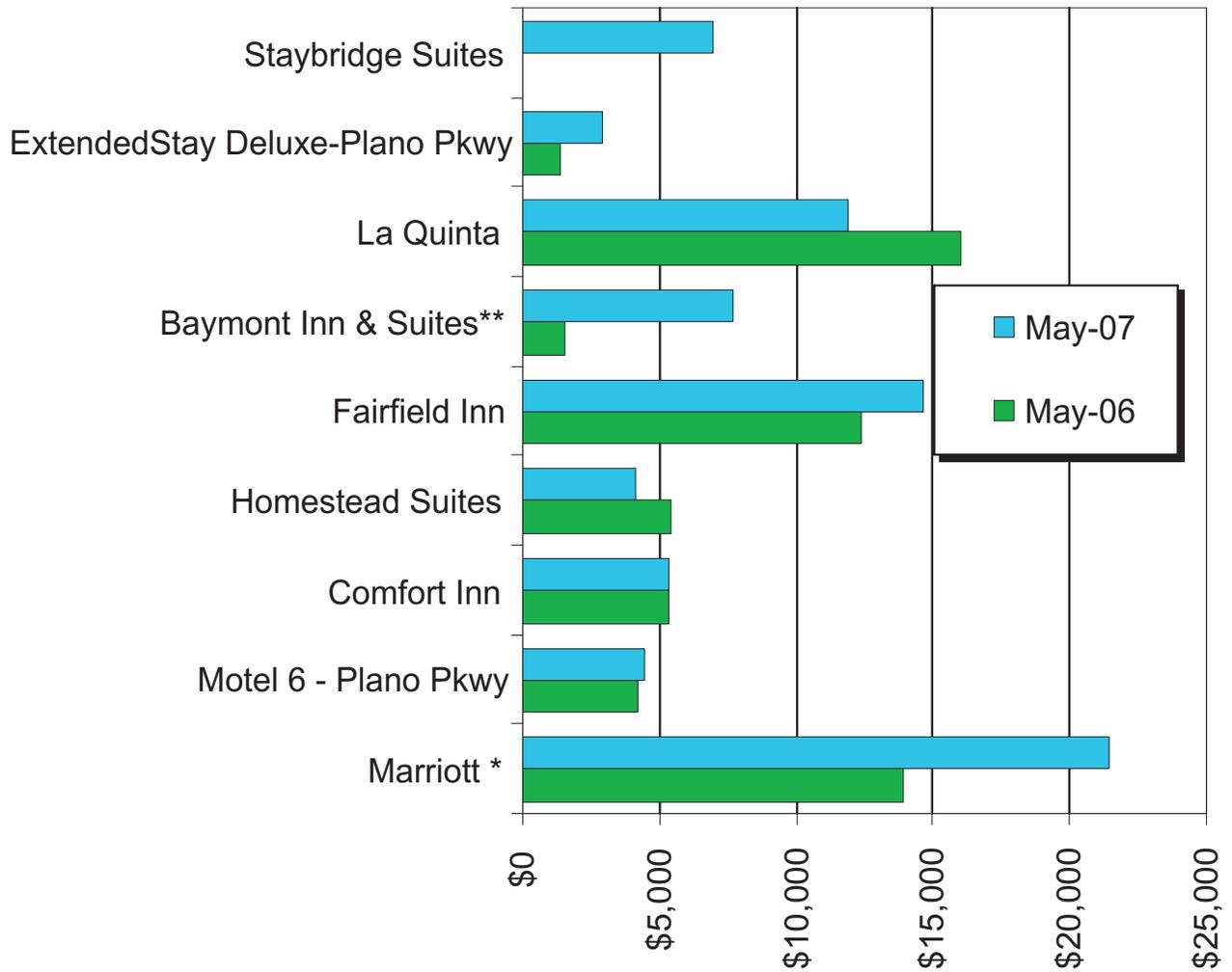


* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323)

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 Plano Inn & Suites

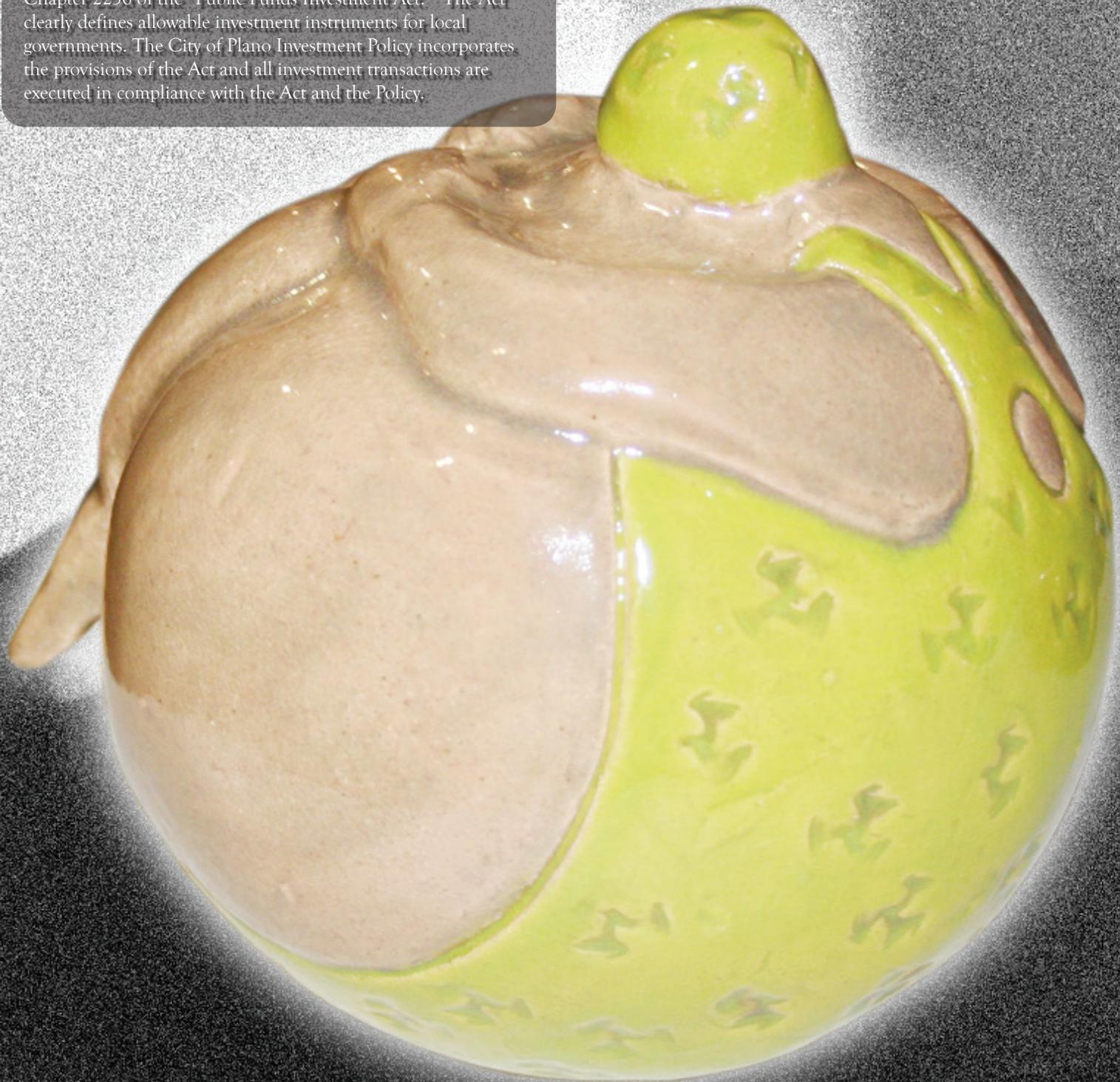
SECTION 3

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

JUNE, 2007

Interest received during June totaled \$929,759 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 fluctuated throughout the month of June, starting at 4.97 and ending at 4.87.

As of June 30, a total of \$313.4 million was invested in the Treasury Fund. Of this amount, \$69.8 million was General Obligation Bond Funds, \$5.2 million was Municipal Drainage Revenue Bond Funds, and \$238.4 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$23,226,000	\$188,286,000	\$151,100,000	\$184,140,000
(2) Interest Received	\$929,759	\$8,566,607*	\$6,688,917	\$10,076,585
(3) Earnings Potential Factor	106.0%	106.4%	127.3%	124.4%
(4) Investment Potential	104.4%	104.7%	104.7%	104.7%
(5) Actual Aggressive Dividend	\$13,490	\$101,796	\$143,930	\$147,956
(6) Average 2 Year T-Note Yield	4.96		5.11	

* 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

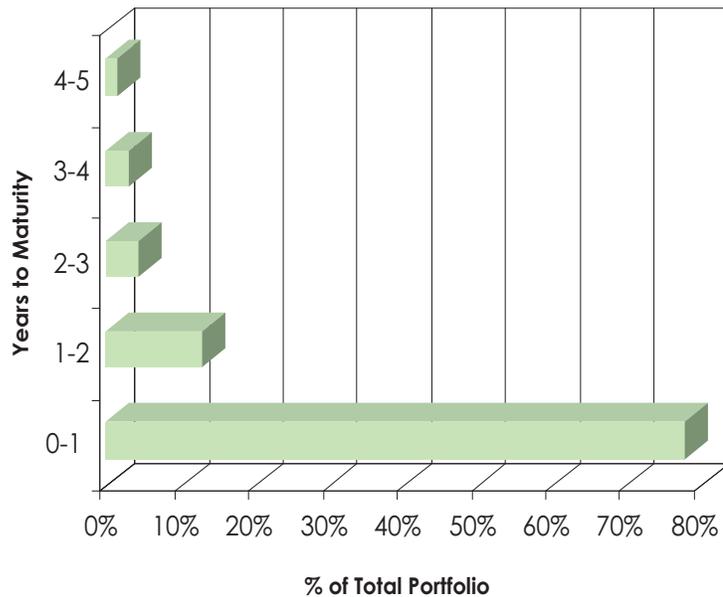
	May 07	Jun 07	Difference
Portfolio Holding Period Yield	4.49	4.68	+.19 (+19 basis points)
Avg. 2-Year T-Note Yield	4.75	4.96	+.21 (+21 basis points)

INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	Face Value	% Total
0-1	\$ 256,224,921	78.06%
1-2	42,390,000	12.91%
2-3	14,360,000	4.37%
3-4	10,270,000	3.13%
4-5	5,000,000	1.52%
Total	<u>\$ 328,244,921</u>	100.00%

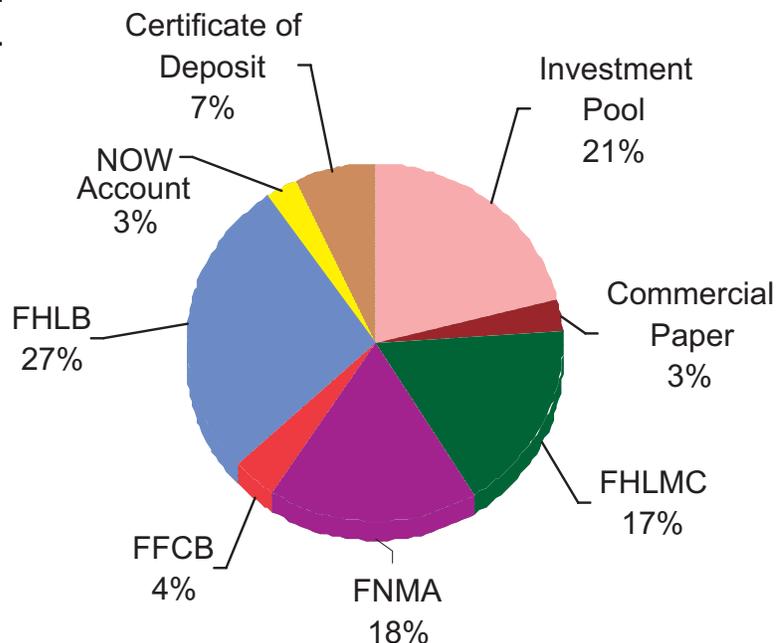


*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification

Figure II

Type	Face Value	% Total
Investment Pool	\$ 69,223,951	21.09%
Commercial Paper	9,500,000	2.89%
FHLMC	56,340,000	17.16%
FNMA	59,596,000	18.16%
FFCB	12,255,000	3.73%
FHLB	89,290,000	27.20%
NOW Account	9,039,970	2.75%
Certificate of Deposit	23,000,000	7.01%
Total	<u>\$ 328,244,921</u>	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances June 2007

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	279,954.48	2,218,751.34	\$ 56,463,146.22	18.02%
G.O. Debt Service	148,670.01	859,189.41	31,804,995.15	10.15%
Street & Drainage Improvements	9,124.86	70,628.88	1,950,569.14	0.62%
Sewer CIP	14,404.18	159,104.56	2,969,415.12	0.95%
Capital Reserve	170,677.19	1,346,822.94	36,295,675.03	11.58%
Water & Sewer Operating	(12,858.31)	113,083.29	(4,032,198.55)	-1.29%
Water & Sewer Debt Service	21,019.80	130,308.28	4,951,019.91	1.58%
W & S Impact Fees Clearing	12,745.17	103,632.85	2,723,677.45	0.87%
Park Service Area Fees	25,008.70	202,413.69	5,340,530.10	1.70%
Property / Liability Loss	22,908.79	187,898.21	4,823,066.23	1.54%
Information Services	48,436.63	387,175.83	10,428,484.49	3.33%
Equipment Replacement	52,677.43	327,489.99	11,400,879.53	3.64%
Developers' Escrow	19,222.22	162,244.41	4,028,679.02	1.29%
G.O. Bond Funds	229,284.50	1,786,966.14	69,764,682.39	22.26%
Municipal Drainage Bond Clearing	20,102.76	133,448.99	5,248,043.85	1.67%
Other	325,997.98	2,508,049.77	69,108,571.47	22.05%
Total	\$ 1,384,936.47	\$ 10,675,249.30	\$ 313,366,380.65	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of June 30, 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		Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
			Purchased*				
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
Jun-07	328,244,921	4.68%	6		14	255	123

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

INVESTMENT REPORT

*Equity in Treasure Pool
By Major Category
Figure IV*

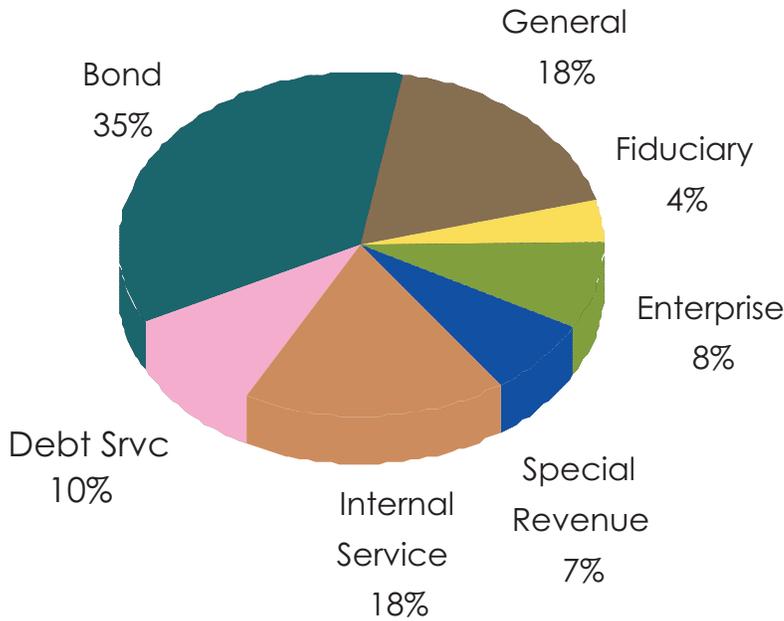
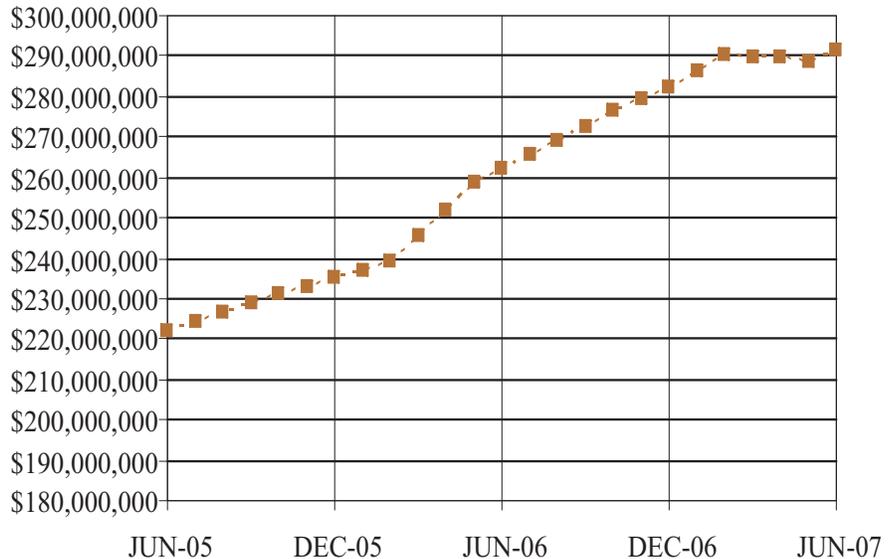


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of June 30, 2007. The largest category are the Bond Funds in the amount of \$114.3 million. Closest behind is the General Fund with a total of \$58.7 million, and the Internal Service Funds with \$57.2 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for June 30, 2007 was \$291,400,984. This is an increase of \$29,194,610 when compared to the June 2006 average of \$262,206,374.



SECTION 4

QUARTERLY INVESTMENT REPORT

City of Plano

Comprehensive Monthly Finance Report



Investment Report

City of Plano

04/01/2007 - 06/30/2007

This report summarizes the investment position of the City of Plano for the period 04/01/2007 to 06/30/2007.

	04/01/07		06/30/07
Book Value \$	311,101,283.23	\$	327,071,414.73
Market Value \$	309,277,366.56	\$	325,409,981.00
Par Value \$	312,190,094.12	\$	328,244,920.74
Change in Market Value		\$	1,032,245.78
Weighted Average Maturity (in Days)	259		255
Weighted Average Yield-to-Maturity of Portfolio	4.5179%		4.6812%
Yield-to-Maturity of 2-Year T-Note	4.5700%		4.8700%
Accrued Interest in Period		\$	1,138,857.54

This report is presented in accordance with Texas Government Code, Title 10, Section 2256.023. The undersigned hereby certify that, to the best of their knowledge on the date this report was created, this report is in compliance with provisions of Texas Government Code, Section 2256 and with the stated policies and strategies of the City of Plano, Texas .



 Director of Finance



 Treasurer

Portfolio Position
City of Plano - Treasury
04/01/07 - 06/30/07

CUSIP	Invest Number	Security Description	Purchase Date	Par Value On	Par Value On	Market Val On	Market Val On	Amor Value	Amor Value
				04/01/07	06/30/07	04/01/07	06/30/07	On 04/01/07	On 06/30/07
Combined Port		Legacy Texas Bank NOW Acct.							
		Cash Total							
	AR-0005	Cash	12/05/05	6,729,550.66	9,039,969.73	6,729,550.66	9,039,969.73	6,729,550.66	9,039,969.73
				6,729,550.66	9,039,969.73	6,729,550.66	9,039,969.73	6,729,550.66	9,039,969.73
	07-0010	Certificate of Deposit 5.75 09/04/07	11/02/06	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
	07-0014	Certificate of Deposit 5.30 09/04/07	11/29/06	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
	07-0034	Certificate of Deposit 5.22 08/23/07	03/16/07	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00
	07-0036	Certificate of Deposit 5.25 09/06/07	03/23/07	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00
	07-0037	Certificate of Deposit 5.25 09/17/07	03/23/07	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
	07-0053	Certificate of Deposit 5.19 11/20/07	06/12/07	0.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00
	07-0013-01	Certificate of Deposit 5.25 04/19/07	11/29/06	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00
	07-0015-01	Certificate of Deposit 5.35 04/20/07	12/07/06	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00
	07-0012-01	Certificate of Deposit 5.1277 04/05/07	11/10/06	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00
		Certificate of Deposit Total		29,000,000.00	23,000,000.00	29,000,000.00	23,000,000.00	29,000,000.00	23,000,000.00
	53974JVL5	Commercial Paper 0.00 08/20/07	03/16/07	4,000,000.00	4,000,000.00	3,924,205.36	3,975,891.72	3,917,712.45	3,970,427.38
	9612C1YE1	Commercial Paper 0.00 11/14/07	05/21/07	0.00	5,500,000.00	0.00	5,403,770.19	0.00	5,390,343.90
		Commercial Paper Total		4,000,000.00	9,500,000.00	3,924,205.36	9,379,661.91	3,917,712.45	9,360,771.28
	31331Q2W6	FFCB 2.60 10/02/07	07/02/03	1,195,000.00	1,195,000.00	1,179,692.05	1,186,790.35	1,195,000.00	1,195,000.00
	31331QB22	FFCB 4.20 04/07/10	10/04/06	3,060,000.00	3,060,000.00	3,000,727.80	2,979,675.00	2,988,042.07	2,993,633.34
	31331QT98	FFCB 2.95 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,952,500.00	1,956,880.00	2,000,000.00	2,000,000.00
	31331QV79	FFCB 2.80 03/25/08	06/25/03	2,000,000.00	2,000,000.00	1,956,880.00	1,963,760.00	2,000,000.00	2,000,000.00
	31331VML7	FFCB 5.40 07/06/10	02/02/06	3,000,000.00	3,000,000.00	2,994,390.00	2,986,750.00	2,994,762.29	2,995,129.70
	31331XE57	FFCB 5.85 06/18/12	06/19/07	0.00	1,000,000.00	0.00	999,600.00	0.00	998,757.44
		FFCB Total		11,255,000.00	12,255,000.00	11,084,189.85	12,075,455.35	11,177,804.36	12,182,520.48
	31331ZFC9	FFCB Discount Note 0.00 05/03/07	01/05/07	3,000,000.00	0.00	2,986,800.00	0.00	2,986,041.93	0.00
		FFCB Discount Note Total		3,000,000.00	0.00	2,986,800.00	0.00	2,986,041.93	0.00
	31339X5E0	FHLB 3.00 12/12/07	06/12/03	2,000,000.00	0.00	1,970,620.00	0.00	2,000,000.00	0.00
	31339X5W0	FHLB 3.10 06/04/08	06/04/03	1,000,000.00	1,000,000.00	978,440.00	980,310.00	1,000,000.00	1,000,000.00
	31339X5W0	FHLB 3.10 06/04/08	06/04/03	1,000,000.00	1,000,000.00	978,440.00	980,310.00	1,000,000.00	1,000,000.00
	31339X6Q2	FHLB 3.05 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,955,000.00	1,958,760.00	2,000,000.00	2,000,000.00
	31339X6Q2	FHLB 3.05 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,955,000.00	1,958,760.00	2,000,000.00	2,000,000.00
	31339XBS2	FHLB 3.00 03/18/08	06/18/03	2,000,000.00	2,000,000.00	1,961,880.00	1,967,500.00	2,000,000.00	2,000,000.00
	31339XDR2	FHLB 3.04 05/28/08	05/28/03	1,000,000.00	1,000,000.00	978,130.00	980,000.00	1,000,000.00	1,000,000.00
	31339XFF6	FHLB 3.02 03/19/08	06/19/03	2,000,000.00	2,000,000.00	1,961,880.00	1,967,500.00	2,000,000.00	2,000,000.00
	31339XHM9	FHLB 3.00 12/26/07	06/26/03	1,675,000.00	0.00	1,648,836.50	0.00	1,675,000.00	0.00
	31339XHN7	FHLB 3.25 06/26/08	06/26/03	1,000,000.00	1,000,000.00	979,380.00	980,630.00	1,000,000.00	1,000,000.00
	31339XPH1	FHLB 2.95 06/23/08	06/23/03	2,000,000.00	2,000,000.00	1,951,880.00	1,955,620.00	2,000,000.00	2,000,000.00
	31339XPL2	FHLB 2.45 09/26/07	06/26/03	2,000,000.00	2,000,000.00	1,973,760.00	1,986,880.00	2,000,000.00	2,000,000.00
	31339XPR9	FHLB 3.04 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,953,760.00	1,956,880.00	2,000,000.00	2,000,000.00
	31339XQE7	FHLB 2.50 06/26/07	06/26/03	1,000,000.00	0.00	993,750.00	0.00	1,000,000.00	0.00
	31339XRP1	FHLB 2.85 03/28/08	06/30/03	2,000,000.00	2,000,000.00	1,958,120.00	1,963,760.00	2,000,000.00	2,000,000.00
	31339XRZ9	FHLB 3.05 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,953,760.00	1,956,880.00	2,000,000.00	2,000,000.00
	31339XSE5	FHLB 3.00 06/30/08	06/30/03	1,000,000.00	1,000,000.00	976,250.00	977,810.00	1,000,000.00	1,000,000.00
	31339XTP9	FHLB 2.75 01/09/08	07/09/03	1,670,000.00	1,670,000.00	1,640,257.30	1,647,555.20	1,670,000.00	1,670,000.00
	31339XTP9	FHLB 2.75 01/09/08	07/09/03	1,000,000.00	1,000,000.00	982,190.00	986,560.00	1,000,000.00	1,000,000.00
	31339XU28	FHLB 2.87 07/02/08	07/02/03	1,500,000.00	1,500,000.00	1,462,035.00	1,465,320.00	1,500,000.00	1,500,000.00
	31339XU36	FHLB 2.75 06/24/08	06/24/03	1,045,000.00	1,045,000.00	1,017,568.75	1,019,857.30	1,045,000.00	1,045,000.00
	31339XWS9	FHLB 2.375 04/10/07	07/10/03	1,000,000.00	0.00	999,380.00	0.00	1,000,000.00	0.00
	31339XWX8	FHLB 3.00 07/11/08	07/11/03	2,000,000.00	2,000,000.00	1,951,880.00	1,955,000.00	2,000,000.00	2,000,000.00
	31339XZE7	FHLB 2.25 07/02/07	07/02/03	1,000,000.00	0.00	992,500.00	0.00	1,000,000.00	0.00
	31339XZG2	FHLB 2.75 06/30/08	06/30/03	1,000,000.00	1,000,000.00	973,440.00	975,630.00	1,000,000.00	1,000,000.00
	31339XZG2	FHLB 2.75 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,946,880.00	1,951,260.00	2,000,000.00	2,000,000.00
	31339Y2X9	FHLB 3.00 07/14/08	07/14/03	2,000,000.00	2,000,000.00	1,951,260.00	1,954,380.00	2,000,000.00	2,000,000.00
	31339Y5C2	FHLB 3.03 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,953,120.00	1,956,260.00	2,000,000.00	2,000,000.00
	31339YA51	FHLB 3.10 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,953,760.00	1,956,260.00	2,000,000.00	2,000,000.00
	31339YA51	FHLB 3.10 07/16/08	07/16/03	1,680,000.00	1,680,000.00	1,641,158.40	1,643,258.40	1,680,000.00	1,680,000.00
	31339YBN1	FHLB 3.125 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,954,380.00	1,956,880.00	2,000,000.00	2,000,000.00
	31339YBN1	FHLB 3.125 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,954,380.00	1,956,880.00	2,000,000.00	2,000,000.00
	31339YDK5	FHLB 2.90 07/15/08	07/15/03	1,000,000.00	1,000,000.00	974,380.00	976,250.00	1,000,000.00	1,000,000.00
	31339YEJ7	FHLB 3.00 07/09/08	07/09/03	1,000,000.00	1,000,000.00	975,940.00	977,500.00	1,000,000.00	1,000,000.00
	31339YFF4	FHLB 3.20 07/23/08	07/23/03	3,000,000.00	3,000,000.00	2,933,430.00	2,936,250.00	3,000,000.00	3,000,000.00
	31339YFR8	FHLB 3.25 07/25/08	07/25/03	1,000,000.00	1,000,000.00	978,440.00	979,060.00	1,000,000.00	1,000,000.00
	31339YH21	FHLB 3.27 07/24/08	07/24/03	2,000,000.00	2,000,000.00	1,957,500.00	1,958,760.00	2,000,000.00	2,000,000.00
	3133MX2J7	FHLB 3.45 03/24/08	03/24/03	1,000,000.00	1,000,000.00	984,690.00	986,560.00	1,000,000.00	1,000,000.00
	3133MY4F1	FHLB 3.75 04/24/08	04/24/03	500,000.00	500,000.00	493,440.00	493,750.00	500,000.00	500,000.00
	3133MYM87	FHLB 3.50 11/19/07	05/19/03	2,000,000.00	2,000,000.00	1,978,760.00	1,985,620.00	2,000,000.00	2,000,000.00
	3133MYNS2	FHLB 3.65 05/22/08	05/22/03	1,000,000.00	1,000,000.00	985,000.00	985,630.00	1,000,000.00	1,000,000.00
	3133MYUS4	FHLB 3.50 05/27/08	05/27/03	1,000,000.00	1,000,000.00	983,130.00	984,060.00	1,000,000.00	1,000,000.00
	3133MYZQ3	FHLB 3.33 06/10/08	06/10/03	2,000,000.00	2,000,000.00	1,961,880.00	1,963,760.00	2,000,000.00	2,000,000.00
	3133X2H81	FHLB 4.00 11/25/08	08/14/06	1,000,000.00	1,000,000.00	985,310.00	983,130.00	978,920.63	981,996.31
	3133X3AE3	FHLB 3.625 01/28/08	01/28/04	1,000,000.00	1,000,000.00	988,130.00	990,000.00	1,000,000.00	1,000,000.00
	3133X56G8	FHLB 4.25 04/07/11	08/11/06	2,580,000.00	2,580,000.00	2,514,700.20	2,491,325.40	2,477,979.92	2,483,750.67
	3133X5TL2	FHLB 2.00 04/27/07	04/27/04	1,000,000.00	0.00	998,440.00	0.00	1,000,000.00	0.00
	3133X5WS3	FHLB 3.02 07/27/07	04/27/04	1,000,000.00	1,000,000.00	992,810.00	998,440.00	1,000,000.00	1,000,000.00
	3133X5Y36	FHLB 3.01 01/30/08	04/30/04	1,000,000.00	1,000,000.00	983,130.00			

Portfolio Position
City of Plano - Treasury
 04/01/07 - 06/30/07

CUSIP	Invest Number	Security Description	Purchase Date	Par Value On 04/01/07	Par Value On 06/30/07	Market Val On 04/01/07	Market Val On 06/30/07	Amor Value On 04/01/07	Amor Value On 06/30/07
3128X2GL3	04-0034	FHLMC 4.15 12/18/08	12/26/03	1,665,000.00	1,665,000.00	1,641,540.15	1,637,777.25	1,665,000.00	1,665,000.00
3128X2JM8	04-0030-01	FHLMC 3.25 06/29/07	12/29/03	1,000,000.00	0.00	995,150.00	0.00	1,000,000.00	0.00
3128X2JW6	04-0033	FHLMC 4.00 01/14/09	01/14/04	1,000,000.00	1,000,000.00	983,940.00	981,820.00	1,000,000.00	1,000,000.00
3128X2PA7	04-0058	FHLMC 3.00 07/27/07	01/27/04	1,000,000.00	1,000,000.00	992,870.00	998,320.00	1,000,000.00	1,000,000.00
3128X4GX3	05-0065	FHLMC 4.40 08/22/07	08/26/05	1,000,000.00	1,000,000.00	996,430.00	998,460.00	999,921.74	999,971.69
3128X4ST9	06-0006	FHLMC 4.90 11/03/08	11/03/05	1,000,000.00	1,000,000.00	999,410.00	995,950.00	998,488.20	998,718.84
3128X6CS3	07-0057	FHLMC 5.625 06/20/11	06/20/07	0.00	5,675,000.00	0.00	5,659,110.00	0.00	5,667,109.93
FHLMC Total				20,665,000.00	24,340,000.00	20,374,910.15	24,104,867.25	20,642,226.37	24,312,258.70
313396JE4	07-0026	FHLMC Discount Note 0.00 07/16/07	01/31/07	3,000,000.00	3,000,000.00	2,955,600.00	2,994,000.00	2,953,969.74	2,993,399.34
313396J3	07-0025	FHLMC Discount Note 0.00 07/20/07	01/31/07	5,000,000.00	5,000,000.00	4,923,000.00	4,987,000.00	4,920,404.30	4,986,068.18
313396LG6	07-0039	FHLMC Discount Note 0.00 09/04/07	04/09/07	0.00	5,000,000.00	0.00	4,954,500.00	0.00	4,952,839.83
313396LG6	07-0041	FHLMC Discount Note 0.00 09/04/07	04/24/07	0.00	5,000,000.00	0.00	4,954,500.00	0.00	4,953,169.42
313396LG6	07-0042	FHLMC Discount Note 0.00 09/04/07	04/26/07	0.00	5,000,000.00	0.00	4,954,500.00	0.00	4,953,192.05
313396MN0	07-0044	FHLMC Discount Note 0.00 10/04/07	05/04/07	0.00	3,000,000.00	0.00	2,960,100.00	0.00	2,959,059.13
313396MZ3	07-0047	FHLMC Discount Note 0.00 10/15/07	05/11/07	0.00	2,000,000.00	0.00	1,970,400.00	0.00	1,969,564.47
313396NG4	07-0049	FHLMC Discount Note 0.00 10/22/07	05/14/07	0.00	4,000,000.00	0.00	3,936,800.00	0.00	3,935,027.96
FHLMC Discount Note Total				8,000,000.00	32,000,000.00	7,878,600.00	31,711,800.00	7,874,374.00	31,702,320.38
31359M3H4	07-0045	FNMA 5.30 01/12/10	05/09/07	0.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00
31359M3H4	07-0048	FNMA 5.30 01/12/10	05/11/07	0.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00
31359MF81	06-0037	FNMA 5.05 02/07/11	02/07/06	1,000,000.00	1,000,000.00	1,007,500.00	994,690.00	995,545.87	995,808.99
31359MJ46	06-0047	FNMA 5.15 09/21/07	03/21/06	2,000,000.00	2,000,000.00	1,998,760.00	1,998,760.00	2,000,000.00	2,000,000.00
31359MP31	06-0088-01	FNMA 5.80 06/07/11	08/01/06	1,000,000.00	0.00	1,000,630.00	0.00	999,619.80	0.00
31359MSC8	04-0071	FNMA 2.00 06/04/08	03/09/04	1,000,000.00	1,000,000.00	980,310.00	981,560.00	1,000,000.00	1,000,000.00
31359MZN6	06-0030-01	FNMA 5.00 12/13/07	01/12/06	3,000,000.00	0.00	2,995,320.00	0.00	3,000,000.00	0.00
3136F3A97	03-0196	FNMA 2.60 06/30/08	06/30/03	1,000,000.00	1,000,000.00	970,940.00	973,750.00	1,000,000.00	1,000,000.00
3136F3C87	03-0211	FNMA 2.75 06/30/08	06/30/03	1,000,000.00	1,000,000.00	973,130.00	975,630.00	1,000,000.00	1,000,000.00
3136F3Y96	03-0183	FNMA 2.50 12/24/07	06/24/03	1,000,000.00	1,000,000.00	981,250.00	986,560.00	1,000,000.00	1,000,000.00
3136F42C7	04-0060	FNMA 3.80 02/03/09	02/03/04	1,000,000.00	1,000,000.00	980,310.00	978,440.00	1,000,000.00	1,000,000.00
3136F4SK1	04-0014-01	FNMA 3.42 05/10/07	11/10/03	1,000,000.00	0.00	998,130.00	0.00	999,990.23	0.00
3136F4Z98	04-0056	FNMA 4.05 01/16/09	01/16/04	2,000,000.00	2,000,000.00	1,969,380.00	1,965,000.00	2,000,000.00	2,000,000.00
3136F5EN7	06-0099	FNMA 4.30 03/02/10	08/29/06	2,000,000.00	2,000,000.00	1,966,260.00	1,954,380.00	1,950,669.83	1,954,619.75
3136F6KZ1	05-0008	FNMA 3.30 11/24/08	11/24/04	1,000,000.00	1,000,000.00	991,250.00	987,810.00	999,572.37	999,635.77
3136F6SU4	06-0097	FNMA 4.00 12/16/08	08/21/06	2,045,000.00	2,045,000.00	2,013,691.05	2,009,212.50	2,009,202.17	2,010,791.53
3136F6UH0	05-0024	FNMA 4.00 02/01/08	02/01/05	1,000,000.00	1,000,000.00	990,940.00	992,190.00	1,000,000.00	1,000,000.00
3136F7PM3	06-0034	FNMA 5.25 12/15/08	02/06/06	3,000,000.00	3,000,000.00	2,996,250.00	2,993,430.00	3,000,000.00	3,000,000.00
3136F7PM3	06-0035	FNMA 5.25 12/15/08	02/08/06	3,000,000.00	3,000,000.00	2,996,250.00	2,993,430.00	2,998,348.40	2,998,580.65
3136F7UJ9	06-0039	FNMA 5.375 02/17/09	03/03/06	1,000,000.00	1,000,000.00	999,380.00	998,750.00	999,953.49	999,959.42
31398ADL3	07-0056	FNMA 5.67 06/18/12	06/19/07	0.00	4,000,000.00	0.00	3,996,250.00	0.00	3,995,029.83
FNMA Total				28,045,000.00	31,045,000.00	27,809,681.05	30,779,842.50	27,948,902.16	30,954,425.94
313588EU5	07-0017-01	FNMA Discount Note 0.00 04/25/07	01/05/07	4,000,000.00	0.00	3,986,800.00	0.00	3,986,041.71	0.00
313588FQ3	07-0018-01	FNMA Discount Note 0.00 05/15/07	01/10/07	3,000,000.00	0.00	2,981,700.00	0.00	2,980,859.91	0.00
313588FS9	07-0019-01	FNMA Discount Note 0.00 05/17/07	01/10/07	3,000,000.00	0.00	2,980,800.00	0.00	2,979,989.98	0.00
313588FW0	07-0021-01	FNMA Discount Note 0.00 05/21/07	01/12/07	5,000,000.00	0.00	4,965,000.00	0.00	4,963,688.62	0.00
313588GW9	07-0020-01	FNMA Discount Note 0.00 06/14/07	01/10/07	3,000,000.00	0.00	2,968,800.00	0.00	2,967,875.72	0.00
313588GX7	07-0022-01	FNMA Discount Note 0.00 06/15/07	01/25/07	2,000,000.00	0.00	1,979,000.00	0.00	1,978,297.79	0.00
313588HC2	07-0023-01	FNMA Discount Note 0.00 06/20/07	01/25/07	5,000,000.00	0.00	4,944,000.00	0.00	4,942,128.00	0.00
313588HL2	07-0024-01	FNMA Discount Note 0.00 06/28/07	01/30/07	3,000,000.00	0.00	2,963,100.00	0.00	2,961,756.69	0.00
313588JA4	07-0027	FNMA Discount Note 0.00 07/12/07	01/31/07	3,000,000.00	3,000,000.00	2,957,100.00	2,995,800.00	2,955,767.72	2,995,166.27
313588JQ9	07-0032	FNMA Discount Note 0.00 07/26/07	02/22/07	3,000,000.00	3,000,000.00	2,951,400.00	2,989,800.00	2,949,657.25	2,989,005.53
313588KD6	07-0031	FNMA Discount Note 0.00 08/08/07	02/22/07	3,000,000.00	3,000,000.00	2,947,955.38	2,986,584.60	2,944,016.82	2,983,288.84
313588KL8	07-0030	FNMA Discount Note 0.00 08/15/07	02/22/07	2,000,000.00	2,000,000.00	1,962,000.00	1,987,600.00	1,960,730.59	1,986,833.46
313588LX1	07-0038	FNMA Discount Note 0.00 09/19/07	04/09/07	0.00	3,000,000.00	0.00	2,966,400.00	0.00	2,965,282.30
313588ME2	07-0040	FNMA Discount Note 0.00 09/26/07	04/09/07	0.00	2,000,000.00	0.00	1,975,600.00	0.00	1,974,814.97
313588MV4	07-0046	FNMA Discount Note 0.00 10/11/07	05/11/07	0.00	2,000,000.00	0.00	1,971,400.00	0.00	1,970,724.40
313588NC5	07-0050	FNMA Discount Note 0.00 10/18/07	05/14/07	0.00	3,000,000.00	0.00	2,954,100.00	0.00	2,953,000.18
313588NR2	07-0052	FNMA Discount Note 0.00 10/31/07	06/05/07	0.00	4,051,000.00	0.00	3,981,727.90	0.00	3,979,585.31
313588PV1	07-0054	FNMA Discount Note 0.00 11/28/07	06/14/07	0.00	3,500,000.00	0.00	3,426,150.00	0.00	3,424,209.59
FNMA Discount Note Total				39,000,000.00	28,551,000.00	38,587,655.38	28,235,162.50	38,570,810.80	28,221,910.85
TexPool	AR-0003	State Pool	10/01/99	60,530,543.46	69,223,951.01	60,530,543.46	69,223,951.01	60,530,543.46	69,223,951.01
State Pool Total				60,530,543.46	69,223,951.01	60,530,543.46	69,223,951.01	60,530,543.46	69,223,951.01
912828DY3	05-0068-01	Treasury Note 3.625 06/30/07	09/28/05	2,000,000.00	0.00	1,992,900.00	0.00	1,997,721.13	0.00
Treasury Note Total				2,000,000.00	0.00	1,992,900.00	0.00	1,997,721.13	0.00
Combined Port Total				312,190,094.12	328,244,920.74	309,277,366.56	325,409,981.00	311,101,263.23	327,071,414.73

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Transportation Mobility / Safety Report

June 2007

- Traffic Signals:
 - ✓ **Preston Road @ Tulane Drive: Developing new signal timing**
 - Preston Road @ Commons gate Blvd: **TxDOT rejects proposed traffic signal**
 - Develop As-Built traffic signal plans: (35% completed)

- Traffic Safety:
 - ✓ **Pebble Creek Court: TAC recommends installation of mid-block pedestrian crosswalk**
 - ✓ **Meadow Hills Lane (Alley Bumps): Neighborhood reaches consensus. New petition sent to project sponsor.**
 - ✓ **Updated National Traffic Safety Council Crash Costs for traffic collisions model**
 - Coordinated for TED with the CIP engineers and P.W. Dept about the opening of additional lanes on Tulane Dr @ Preston Rd (**100% completed**)
 - Working with TxDOT to review speed limits on SH-190 Frontage Roads (**Processing new speed ordinance for 55 mph**)
 - Working with TxDOT to review speed limits on US-75 Frontage Roads (**Processing new speed ordinance for 45 mph**)
 - Plano Pkwy between Park Blvd and International Pkwy: Opened additional NB & SB lanes (**100% completed**)
 - Barron Early Childhood School: **TAC recommends removal of school speed zones on Parker Road only. School zones on Abbey Road and P Avenue to remain.**

- Safe Streets Program (SSP)
 - ✓ **Russell Creek Drive (west of Independence Parkway): Permanent speed cushion installation delayed due to the weather.**
 - ✓ **Michael Drive: Speed enforcement reduced excessive speeding. Location removed from program.**
 - Hawkhurst Drive: **Installation of permanent speed cushions completed.**
 - Russell Creek Drive (east of Independence): **The temporary plan response is due by July 2007.**
 - Peachtree Lane, Silverstone Drive, and Parkhaven Drive: **Temporary Plan Installation scheduled for August 2007.**

Participating Neighborhoods Active in the Program

- Hawkhurst Drive (**Permanent Plan devices installed June 2007**)
- Russell Creek Drive West of Independence (**Permanent Plan installation scheduled for June 2007**)
- Seabrook Drive (Waiting on Installation of Permanent Plan devices)
- Cumberland Trail (**Permanent Plan devices ordered**)
- Crossbend from Tumbriel Lane to Coit (**Permanent Plan devices ordered**)
- Sailmaker Drive (**Permanent Substitution Plan devices ordered**)
- Travis Drive (Permanent Plan devices to be ordered)
- Ranier Road South of Spring Creek Parkway (Permanent Plan devices to be ordered)
- Lexington Drive (Permanent Plan devices to be ordered)
- Peachtree Lane (Permanent Plan installation pending)
- Silverstone Drive (Permanent Plan installation pending)
- Parkhaven Drive (Permanent Plan installation pending)

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- Mission Ridge from Parker to Matterhorn (Temporary Plan devices to be ordered)
 - Royal Oaks Drive (Temporary Plan devices to be ordered)
 - Old Pond Drive (Temporary Plan devices to be ordered)
 - Micarta Drive (Temporary Plan devices to be ordered)
 - Robinson Road (Temporary Plan devices to be ordered)
 - Russell Creek Drive East of Independence (**Temporary Plan mailed to residents**)
 - Michael Drive (**Speed enforcement proves effective. Location removed from program**)
 - Eldorado Drive (**Neighborhood petition forms being prepared for the sponsor**)
 - Enchanted Ridge Drive/Presidio Lane (**Neighborhood petition forms being prepared for the sponsor**)
- Long Range Planning:
 - ✓ **Vacant E-I position filled**
 - ✓ **Prepare CDA Funding project proposals: (90% completed)**
 - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

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Preliminary Open Meeting Agenda Item VI

INSERT CDA Projects

Neal

pom VI a

Cindy Pierce

From: Alan Upchurch
Sent: Wednesday, July 18, 2007 7:57 AM
To: Tom Muehlenbeck
Cc: Alan Upchurch; Frank Turner; Rod Hogan; Bruce Glasscock; Lloyd Neal; Gerald Cosgrove
Subject: Proposed CDA Funded Projects
Attachments: CDA Project Proposals Summary 7-17-07.xls

Attached is a list of projects which staff is proposing be submitted to NCTCOG for possible CDA revenue funding. The projects would be funded with 20% local funds and 80% CDA funds. TxDOT has indicated that reconstruction projects will not be eligible for CDA funds but Michael Morris has suggested that they be submitted as the CDA funds may free up other sources of funding that could be used for those projects. If council concurs with these projects staff will complete the application process that has a August 3 deadline.

Staff would request that this be placed on the July 23 council work session for discussion and direction. Lloyd Neal will make the presentation.

Project Name	CC funding	TxDOT fund	Amount	Const year
14th St Reconstruction K to Riggsbee			6,000,000	2,008
15th Street from US 75 to G Ave	1,200,000		1,500,000	2,008
Alma Road - Spicewood to Hedgecove	400,000		820,000	2,008
Chaparral - K Avenue to East City Limits	950,000		1,947,000	2,008
Communications - Parker to Spring Creek	1,075,000		2,200,000	2,007
Communications - Spring Creek to Tennyson			2,500,000	2,007
Headquarters - Parkwood to Preston	500,000		1,000,000	2,007
Headquarters Drive east of Spring Creek Parkway			800,000	2,010
Independence - McDermott to SH 121	800,000		1,600,000	2,008
International - Plano Parkway to Midway			800,000	2,009
Intersection Improvements - Various			800,000	
Los Rios - Jupiter to Parker			2,000,000	2,008
Los Rios - south of Plano Parkway to Parker Road	300,000		4,000,000	2,010
Mapleshade			750,000	2,009
Major thoroughfare rehabilitation			12,000,000	
Marsh - Park to Parker			1,500,000	2,009
Park Boulevard - Shiloh to east city limits			1,900,000	2,010
Park Boulevard pedestrian crossing of US 75			12,250,000	2,010
Parker Road at US 75	6,000,000		4,000,000	2,007
Parkwood - Park to Spring Creek	2,100,000		1,200,000	2,007
Plano Parkway - Midway to West City Limits			3,000,000	2,009
Preston and SH 190			2,000,000	2,010
Ridgeview Drive SH 121 to Coit Road			5,000,000	2,007
Razor - Ohio to SH 121			2,000,000	2,008
Ridgeview - Coit to Independence	1,850,000		2,400,000	2,008
Shiloh - 14th Street to north of Park Boulevard	500,000		3,000,000	2,010
Shiloh - Park to Parker	850,000			
Thoroughfare Reconstruction Projects - \$158,050,000				
Legacy Dr			20,000,000	
Plano Pkwy			7,500,000	
Preston to Dallas North Tollroad			10,600,000	
Plano Pkwy			9,500,000	
Plano Pkwy			11,400,000	
Park Blvd			12,200,000	
Park Blvd			4,500,000	
Parker Rd			20,000,000	
Parker Rd			12,200,000	
Coit Rd			12,200,000	
Juliper Rd			3,400,000	
Hwy 190 north to Parker Rd			11,250,000	
15th Street			3,000,000	
Custer Rd			7,600,000	
Spring Creek Pkwy north to Hedgecove			9,000,000	
Independence Pkwy			8,700,000	
Spring Creek Pkwy			1,900,000	
Alma Rd			8,300,000	
Alma Rd			5,000,000	
Tollroad/Chapel Hill Ramps			20,000,000	
US 75 SH 190 Bottleneck	3,000,000		6,000,000	
West side DART transfer station			3,000,000	
Windhaven Pkwy west city limit to Spring Creek Pkwy	1,600,000	2,400,000	3,000,000	
Total	0		272,317,000	

add double lefts on Legacy or east to south right turn on Legacy and west to north right turn

Spring Creek Pkwy @ Preston Rd
 Spring Creek Pkwy @ Independence Pkwy
 Spring Creek Pkwy @ 14th St
 Spring Creek Pkwy @ 11th St
 Spring Creek Pkwy @ 8th St

Spring Creek Pkwy @ Preston Rd
 Spring Creek Pkwy @ Independence Pkwy
 Spring Creek Pkwy @ 14th St
 Spring Creek Pkwy @ 11th St
 Spring Creek Pkwy @ 8th St

PROJECT NAME	LOCATION/INTERSECTION	ANNUAL	STATUS	DESCRIPTION
Video Monitoring Cameras		3,250,000	On-going	(at major signalized intersection)
Alma Dr @ Parker Rd*		600,000	On-going	Dual LT lanes for all dir. Ded. RT for SB & WB.
Independence Pkwy @ Parker Rd*		700,000	On-going	Dual LT & Ded RT lanes for all dir.
Independence Pkwy @ Park Blvd.		600,000	On-going	Dual LT lanes for all dir. Ded. RT for NB & EB.
Jupiter Rd @ Park Blvd		700,000	On-going	NB RT
Jupiter Rd @ 14th St		700,000	On-going	Dual LT & Ded RT lanes for all dir.
Jupiter Rd @ SH-190 St		70,000	On-going	Dual RT for SB
Midway Rd @ Park Blvd		475,000	On-going	Dual LT and Ded RT for NB
Parker Rd @ K-Ave.		525,000	On-going	Dual LT for EB, WB & SB. Ded. RT for NB, SB & WB.
Parker Rd @ Ohio Dr		700,000	On-going	Dual LT & Ded RT lanes for all dir.
Parker Rd @ Preston Rd		250,000	On-going	Dual LT for NB & SB
Spring Creek Pkwy @ Alma Dr		375,000	On-going	Dual LT for NB, SB & EB.
Spring Creek Pkwy @ Indep. Pkwy*		600,000	On-going	Dual LT for all dir. Ded. RT for EB & WB.
Spring Creek Pkwy @ Preston Rd		375,000	On-going	Dual LT for EB, NB & SB.
US-75 Integrated Corridor Management System		1,200,000	2010	Local Match (DART/CTOG/ITI project)
Adaptive Traffic Control Software		400,000	2009	Purchase/install software in existing system
Full time TMC Operator		600,000	2010	5 years salary (\$50k X 1.65 X 5 yrs)
Legacy @ US-75		70,000	2009	Alternative evaluation study

Item #	Project Name	Amount	Start	End	Priority	Engineering	Construction	1/10 - 5/11	5/11 - 12/11	1/10 - 5/11	5/11 - 12/11	10/09 - 10/11
1.1	Video Monitoring Cameras	3,250,000										
2.1	Coit Rd @ Heidelberg Rd	800,000	160,000	0		80,000	720,000	2/11 - 6/11	5/11 - 12/11	1/10 - 5/11		10/09 - 10/11
2.2	Coit Rd @ US 75 St	500,000	100,000	50,000		50,000	400,000					
3.1	Independence Pkwy @ Parker Rd	400,000	80,000	50,000		50,000	300,000	2/11 - 6/11	5/11 - 12/11	1/10 - 5/11		10/09 - 10/11
3.2	Independence Pkwy @ Park Blvd	200,000	40,000	50,000		25,000	125,000					
3.3	Independence Pkwy @ 13th Street	1,000,000	200,000	400,000		75,000	525,000					
5.1	Legacy Dr @ Coit Rd	800,000	160,000	0		80,000	720,000	2/11 - 6/11	5/11 - 12/11	1/10 - 5/11		10/09 - 10/11
5.2	Legacy Dr @ US 75 St	200,000	40,000	0		25,000	175,000					
5.3	Legacy Dr @ K Ave	250,000	50,000	50,000		25,000	175,000					
6.3	Park Blvd @ Coit Rd	800,000	160,000	100,000		75,000	625,000					
6.5	Park Blvd @ Alma Dr	500,000	100,000	50,000		50,000	400,000					
6.6	Park Blvd @ K Ave	500,000	100,000	0		50,000	450,000					
6.7	Park Blvd @ Jupiter Rd	150,000	30,000	0		25,000	125,000					
7.1	Parker Rd @ Preston Rd	600,000	120,000	0		75,000	625,000	1/10 - 8/10	5/10 - 10/10	8/08 - 1/10		6/08 - 6/10
7.3	Parker Rd @ Coit Rd	500,000	100,000	50,000		50,000	400,000	2/12 - 8/12	5/12 - 11/12	1/1 - 2/12		10/10 - 10/12
7.4	Parker Rd @ Alma Dr	500,000	100,000	60,000		50,000	400,000					
8.1	Plano Pkwy @ 9th Dr	450,000	90,000	0		50,000	350,000					
8.2	Plano Pkwy @ Loss Hills Blvd	800,000	160,000	50,000		80,000	670,000					
9.1	Preston Road @ Headquarters Dr	800,000	160,000	0		100,000	700,000	1/10 - 8/10	5/10 - 10/10	8/08 - 1/10		6/08 - 6/10
9.2	Preston Road @ Heidelberg Rd	1,000,000	200,000	0		100,000	900,000	1/10 - 8/10	5/10 - 10/10	8/08 - 1/10		6/08 - 6/10
10.1	Spring Creek Pkwy @ Preston Rd	800,000	160,000	0		100,000	700,000	1/10 - 8/10	5/10 - 10/10	8/08 - 1/10		6/08 - 6/10
10.2	Spring Creek Pkwy @ Independence Pkwy	1,200,000	240,000	0		120,000	1,080,000	1/10 - 8/10	5/10 - 10/10	8/08 - 1/10		6/08 - 6/10
10.3	Spring Creek Pkwy @ Jupiter Rd	1,200,000	240,000	0		120,000	1,080,000					
10.5	Spring Creek Pkwy @ US 75 St	200,000	40,000	0		25,000	175,000					

CDA FUNDING PROJECT PROPOSALS

7/2007

Project Location	Estimated Cost	Project Description
Coit Rd @ Hedgcoxe Rd	800,000	Dual LT lanes for all dir. Ded. RT for SB & WB, correct road dip for EB
Coit Rd @ 15Th St	500,000	Dual LT lanes for NB & SB.
Independence Pkwy @ Parker Rd	400,000	Ded RT lanes for NB, WB
Independence Pkwy @ Park Blvd.	200,000	Ded. RT for EB.
Independence Pkwy @ 15th Street	1,000,000	Realign Independence Parkway so all lanes align and add right turn lanes
Legacy Dr @ Custer Rd	800,000	WB RT and Dual Lefts on Custer
Legacy Dr @ US 75 Sr	200,000	Dual RT for EB on west side
Legacy Dr @ K Ave	250,000	Ded RT for SB
Park Blvd @ Coit Rd	800,000	Dual LT for EB & WB. Ded RT for NB & WB, Correct road dip/hump.
Park Blvd @ Alma Dr	500,000	Dual LT lanes for EB and WB
Park Blvd @ K Ave	500,000	Ded RT for NB, SB, Lengthen left-turn lanes for all directions
Park Blvd @ Jupiter Rd	150,000	NB RT
Parker Rd @ Preston Rd	600,000	Dual LT for NB & SB
Parker Rd @ Coit Rd	500,000	Dual LT for EB & WB
Parker Rd @ Alma Dr	500,000	Dual LT lanes for Alma
Plano Pkwy @ Ohio Dr	450,000	Ded RT for EB, WB & SB.
Plano Pkwy @ Los Rios Blvd	800,000	Dual LT for EB & WB. Ded. RT for all dir.
Preston Road @ Headquarters Dr	800,000	Dual LT lanes for NB & SB
Preston Road @ Hedgcoxe Rd	1,000,000	Dual LT for all dir. Ded RT for EB & SB
Spring Creek Pkwy @ Preston Rd	800,000	Dual LT for EB, NB & SB.
Spring Creek Pkwy @ Indep. Pkwy	1,200,000	Normalize intersection, consolidate into one
Spring Creek Pkwy @ Custer Rd	1,200,000	Normalize intersection, consolidate into one.
Spring Creek Pkwy @ US 75 Sr	200,000	Ded. RT lanes for WB
TOTAL	\$14,150,000	
Chaparral - K Avenue to East City Limits	3,000,000	Construct south three lane roadway from K to Jupiter and two lanes east of Jupiter including the south bridge over Cottonwood Cr
Headquarters Drive e/o Spring Creek Parkway	800,000	Construct north three lanes to complete 6 lane divided thoroughfare
Independence - McDermott to SH 121	1,600,000	Widen 4 lanes to 6 lane divided thoroughfare
International - Plano Parkway to Midway	800,000	Widen 4 lanes to 6 lane divided thoroughfare
Los Rios - Jupiter to Parker	2,000,000	Construct southbound two lanes to complete 4 lane divided thoroughfare
Los Rios - south of Plano Parkway to Parker Road	4,000,000	Widen exist 4 lane divided to 6 lane divided thoroughfare
Mapleshade	750,000	Extend 4 lane divided thoroughfare east of Coit to SH 190 service road
Marsh - Park to Parker	1,500,000	Widen existing two lane section, construct west side south of Parker to complete three and six lane divided thoroughfare
Park Boulevard - Shiloh to east city limits	1,900,000	Widen exist 4 lane divided to 6 lane divided thoroughfare
Plano Parkway - Midway to West City Limits	1,200,000	Widen 4 lanes to 6 lane divided thoroughfare
Ridgeview Drive - SH 121 to Coit Road	2,000,000	Extend and widen existing road to complete a 4 lane divided thoroughfare
Razor - Ohio to SH 121	5,000,000	Widen existing two lane sections and construct east and west sides to complete six lane divided thoroughfare
Ridgeview - Coit to Independence	2,000,000	Widen 4 lanes to 6 lane divided thoroughfare
Shiloh - 14th Street to north of Park Boulevard	2,800,000	Construct east 2 lane section to complete 4 lane divided thoroughfare
Spring Cr Pkwy - Park to Parker	3,500,000	Construct east 2 lane section to complete 4 lane divided thoroughfare
TOTAL	32,850,000	
Legacy Dr - Alma Rd west to Preston Rd	20,000,000	Reconstruct existing 6 lane divided thoroughfare
Plano Pkwy - Preston to Dallas North Tollroad	7,500,000	Reconstruct existing 6 lane divided thoroughfare
Plano Pkwy - US 75 east to Shiloh	10,600,000	Reconstruct existing 6 lane divided thoroughfare
Plano Pkwy - Central Expressway west to Preston Road	18,000,000	Reconstruct existing 6 lane divided thoroughfare
Park Blvd - K Ave east to Shiloh Rd	15,000,000	Reconstruct existing 6 lane divided thoroughfare
Park Blvd - Alma Rd west to Coit Rd	12,200,000	Reconstruct existing 6 lane divided thoroughfare
Parker Rd - Willow Bend Dr west to DNT	4,500,000	Reconstruct existing 6 lane divided thoroughfare
Parker Rd - Preston Rd east to US 75	20,000,000	Reconstruct existing 6 lane divided thoroughfare
Coit Rd - Spring Creek Pkwy north McDermott Rd	12,200,000	Reconstruct existing 6 lane divided thoroughfare
Jupiter Rd - PGBT north to Parker Rd	11,250,000	Reconstruct existing 6 lane divided thoroughfare

CDA FUNDING PROJECT PROPOSALS

7/2007

15th Street- US 75 west to Westwood Dr	3,400,000	Reconstruct existing 6 lane divided thoroughfare
Custer Rd - Spring Creek Pkwy north to Hedgcoxe	7,600,000	Reconstruct existing 6 lane divided thoroughfare
Independence Pkwy - Plano Pkwy to Parker Rd	9,000,000	Reconstruct existing 6 lane divided thoroughfare
Spring Creek Pkwy - US 75 west to Custer Rd	8,700,000	Reconstruct existing 6 lane divided thoroughfare
Alma Rd - 15th Street north to Park Blvd	1,900,000	Reconstruct existing 6 lane divided thoroughfare
Alma Rd - Parker Rd north to Legacy Dr	8,300,000	Reconstruct existing 6 lane divided thoroughfare
14th St Reconstruction - K to Rigsbee	6,800,000	Reconstruct existing 4 lane undivided and 6 lane divided sections
TOTAL	176,950,000	
ITS Proposals		
West side DART transfer station	6,000,000	Construct DART transfer station located on west side of DNT north of Spring Cr Pkwy
TOTAL	6,000,000	
ITS Proposals		
Video Monitoring Cameras	3,250,000	(At major signalized intersection)
TOTAL	3,250,000	
Highway Proposals		
Parker Road at US 75	12,250,000	Local contribution for reconstructing the overpass
Preston and SH 190	3,000,000	Widen Preston Road bridge over PGBT to provide double left turns for PGBT entrances
US 75/ SH 190 Bottleneck	20,000,000	Reconstruct RR and Plano Pkwy bridges and add lanes of direct connector and 75
Tollroad/Chapel Hill Ramps	5,000,000	Add new ramps for Park Boulevard and Chapel Hill for north bound DNT
TOTAL	40,250,000	
GRAND TOTAL	\$267,450,000	

Discussion/Action Items for Future Council Agendas

2007

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

Moto-mesh Installation – David Stephens
Open House Signs – Selso Mata

August 18

Council Budget Worksession

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

August 23

- **First Public Hearing on Tax Rate, Council Chambers, 5 p.m.**
- **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

- **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 11 – City Council/P&Z Commission Retreat, Plano Station, noon – 5 p.m.

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

December 10

December 18

Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays

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MEMORANDUM

DATE: July 17, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, City Secretary

RE: Board and Commission Review Committee

On Wednesday, June 20, 2007, Mayor Pro Tem Magnuson and Deputy Mayor Pro Tem Callison (members of the Board and Commission Review Committee), City Secretary Zucco and Assistant City Secretary Land met with Staff liaisons and chairpersons/members of the following committees. The meeting continued on June 21, 22 and July 17, 2007.

Transportation Advisory Committee

Transportation Engineering Manager Neal spoke to members of the board becoming acclimated and there being a good spread of expertise. He spoke regarding bond and CIP programs and the board being involved on the operational side and providing more input on the planning side. Mr. Neal spoke to the public's use of information on the City's traffic web site and increasing speakers from other departments and cities. He spoke to developing more educational materials and responded to Mayor Pro Tem Magnuson, stating that there has not been much input regarding overpasses.

Public Arts Committee

Chair Drotman and Cultural Programs Coordinator Eubanks spoke to the contributions made by all members of the committee and to development of a five-year plan. They spoke regarding the metal sculpture for Oak Point Park, going to the selection process for the library pieces, progress at the Muehlenbeck Center and to veteran involvement at Memorial Park. Mr. Drotman and Ms. Eubanks spoke to meeting with the Fire Chief in development of a piece for the Downtown Fire Station and advised that work on the Animal Shelter will be starting in late fall or early next year. Ms. Eubanks spoke to review of the committee's plan and guidelines for the process to assist future committees. She spoke to development of a selection panel data base to involve those familiar with art and to review of the ex-officio position on the board. Mr. Drotman spoke regarding the proposed sculpture event.

Transition and Revitalization Commission

Chair Kissick and Senior Planner Perry spoke regarding the two-year project resulting in receipt of the CLIDE Award which will become a standard for the region. They spoke to addressing urban centers including Collin Creek Mall, implementation of the Workforce Housing Project, and requests received by the board for input regarding the Rental Housing Program. Mr. Kissick and Ms. Perry spoke to employer-assisted housing as a benefit to City employees and the hope that the program will expand to other employers. They spoke to affordable versus workforce housing as related to the median income and

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Ms. Perry advised that currently there are no programs in place to address workforce housing issues. She advised that information is being collected in the area of Meadows Elementary School, to revisiting neighborhood plans, and development of a design book for renovations. Mr. Kissick spoke to reviewing the *Plano at Maturity Report* and to the importance of site visits. He advised that there is the right mix among board members, good Staff support and spoke regarding Council support for the committee. Mr. Kissick spoke to collaboration with the Planning and Zoning Commission and the benefit of longevity on the board to address long-term projects.

Plano Housing Authority

Plano Housing Authority Director Macey spoke to activities and programs. She spoke to assistance provided to those affected by hurricane Katrina including 1,200 families. Ms. Macey spoke to opening of a waiting list where 900 families were signed up, giving preference to Plano residents and the elderly, an upcoming FEMA agreement, disaster housing payments and to the housing authority response to those affected by hurricanes. She spoke to implementation of graduated responsibility, vouchers for the homeownership program, other social service agencies coming in and bringing more services to the citizens of Plano. Ms. Macey thanked the Council for their support and spoke to the good relationship with Community Development Staff and the learning curve for the board.

Self Sufficiency Committee

Director of Resident and Real Estate Services McDonald spoke to the Home Ownership Program and providing information regarding the importance of maintenance and understanding of City code compliance through a Homeowner's Appreciation Fest. She spoke to providing education on self sufficiency, the program and the process and to the upcoming White-Linen Gala fundraiser. Ms. McDonald spoke to cooperation with Collin College and Plano Housing Director Macey spoke to fund raising efforts as the program is not funded by HUD and invited the Council for a tour of the new facilities.

Library Advisory Board

Chair Akers spoke to the board acting as a vehicle for citizens to learn more about the library and City and to providing feedback to the Council. He spoke to work done with other organizations including the Friends of the Plano Public Libraries, the funds devoted to Staff development and training and the libraries as a resource for the professional community. Mr. Akers spoke to interaction between the board and Staff, meeting with the Council and the number of reference calls (20,000 per month) received by Staff. He expressed appreciation to the Council for funding provided, spoke to planning for the future, working with the Plano Independent School District to coordinate books for students and the helpfulness of the City's librarians. Director of Libraries Baumbach spoke to book funding and the differing requests from patrons and Mr. Akers spoke to electronic books. They responded that there have not been any censorship issues in the past few years and spoke to the scheduling of program rooms and implementation of this policy at the libraries.

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Board of Adjustment

Chair Caso spoke regarding the reoccurring cases considered by the board including those for front-yard fencing and sign cases where developers wish to incorporate these into the landscape features. Chief Building Official Mata spoke to retaining the current sign regulations and Mr. Caso spoke to the limited provisions for the board to grant variances. They advised regarding issues related to providing underground utilities. Mr. Mata spoke to the good mix on the board. Building Inspections Manager-Plan Review Services Borman spoke to edits that may be needed in the Zoning Ordinance for clarification. Mr. Mata spoke to revising voting requirements of the board to provide consistency and stated that the system of using alternates for the board is a positive factor.

Keep Plano Beautiful

Environment Education and Community Outreach Supervisor Merchant spoke to receipt of the Governor's Community Achievement Award, a grant for beautification and monies for landscaping on state highways. Chair Caldwell spoke to maintaining the program for beautification and litter awareness and expansion to include youth involvement and cigarette butt reduction. He spoke to incorporating the program with sustainability efforts. Ms. Merchant spoke to recognition by the community of *Live Green in Plano* and to consideration of incorporating this program into the Keep Plano Beautiful designation. She spoke to member preference for the current meeting time and Mr. Caldwell spoke to the level of participation and involvement needed on the board due to community awareness efforts. Ms. Merchant spoke to advising those being considered for membership regarding the time commitments.

Building Standards Commission

Board Member Ross spoke regarding consideration of contractor reinstatements and Chief Building Official Mata spoke regarding the contractors' need to call out inspectors to review permits. Ms. Ross spoke to providing education regarding the process. They spoke to demolition of a home and possible infill housing. Mr. Mata spoke to a possible streamlining of the demolition process and advised that those residences in need of repair are more likely to be owner occupied than rental properties. He spoke to review of the 2006 Building Codes and to moving forward with a number of homes in disrepair. Ms. Ross spoke to possible involvement by Habitat for Humanity.

Parks and Recreation Planning Board

Director of Parks and Recreation Wendell spoke to involvement in planning issues including the Oak Point Park and Muehlenbeck Center, design of the Carpenter Recreation Center and consideration of Memorial and Archgate Parks. He spoke to the Muehlenbeck Center opening in September, determining projects needed, CIP review, and discussion of parkland acquisition. Mr. Wendell spoke to conducting Chapter 26 hearings and addressing planning. He spoke to the board as being supportive and active, to the relationship with Council liaisons and to the continuity of appointments allowing members to extend their service on the board.

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Heritage Commission

Chair Nichols spoke to completion of the grant application process which will come forward to Council and work done regarding reporting. He spoke to possible revision of the Preservation Plan to match the Council's goals. Long Range Planning Manager Zimmerman introduced Heritage Resource Officer Bear and spoke to the Preservation Plan not being policy oriented. He spoke to addressing post World War II development. Mr. Nichols spoke to the board having a broad spectrum of members and perspectives and to reviewing the restrictions regarding boundaries of the Downtown Historic District. He spoke to receiving guidance from the Council with regard to the Heritage Farmstead.

Planning and Zoning Commission

Chair Kalchthaler spoke to the board considering more consent agenda items rather than zoning cases and looking toward redevelopment. She spoke to addressing the eastern side of the City, citizen involvement at meetings and to receipt of support from the Council. Ms. Kalchthaler spoke to the diligent and efficient efforts of current members, review of Downtown and expanding the area being considered. Director of Planning Jarrell spoke to the DART's Parker Road station and connection to Downtown.

Cultural Affairs Commission

Vice Chair Johnson reviewed the purpose, mission and goals of the commission and focus on promoting self sufficiency and fiscal responsibility. He spoke to review of the grant application process each year, advised regarding current review of audited tax returns and the increased quality of applications. Mr. Johnson spoke to providing applicants with feedback and Creative Arts Manager Wear spoke to mandatory workshops for applicants and determining the benefits for the City. Mr. Johnson spoke to looking for cultural diversity, making sure organizations are growing artistically and encouraging them to look for funding from other entities. He spoke to enriching the cultural environment in the City and Mr. Wear spoke to receipt of strong support from the Council.

Animal Shelter Advisory Committee

Chair Bolin spoke regarding updating the City's ordinance to ensure compliance with state statutes and planning for expansion of the facility. Animal Services Administrative Manager Cantrell spoke to bringing the existing portion of the building as well as new construction up to LEED standards and to completion in 2008. Mr. Bolin spoke to placement levels of 75-80%, pockets of feral cats in the City and the Feral Cat Pilot Program. He spoke to the turnover rate of shelter staff and to trying to stay competitive with other municipalities regarding salaries. Mr. Cantrell spoke to the good makeup of the board and differing perspectives. Mr. Bolin advised regarding support received from the Council.

Senior Citizens Advisory Committee

Chair Ketchum spoke to work on issues including senior transportation and the CCart contract coming due. She spoke to a Mileage Reimbursement Program and a request for \$90,000 to address marketing efforts and to maintaining the current system during a transition. Ms. Ketchum spoke to providing alternatives, time spent on this issue and to Staff efforts.

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Mayor Pro Tem Magnuson spoke to the Council providing future direction to the board. Ms. Ketchum spoke to the senior survey which provided direction to the board and participation by all members at meetings. Recreation Superintendent Hall spoke regarding research done by the MP3 group regarding senior transportation and Ms. Ketchum spoke positively regarding the Council support received. She spoke to upcoming activities including speakers and a look at the cost of senior housing complexes in the City.

Technology Commission

Chair Bell spoke to the mission statement of the board and the initial charge being met. He spoke to one area being the sustainability program where assistance might be provided. Mr. Bell spoke to providing input to other boards and Director of Technology Services Stephens spoke to possibly being a subcommittee for other purposes but not a "stand-alone."

Community Relations Commission

Chair Masengill spoke to development of the final draft of the grant application process and to looking at the creation of bylaws. Director of Planning Jarrell spoke to modeling bylaws after those for the Planning and Zoning Commission. Mr. Masengill spoke to the contribution of board members and support received from the Council. He spoke to a recent trend to utilize Community Service Grants rather than CDBG funds, the need for assistance in Plano and possibly considering funding \$2.50 per person in the future. There was discussion of an addition to Article VII. Community Relations Commission to include reference to the liaison serving on the Transition and Revitalization Commission.

Youth Advisory Commission

Purchasing System Specialist Johansen introduced Accounting Clerk II Hanks who will be assuming the role of Staff liaison for the board. Ms. Johansen requested the Council keep the Commission in mind if they become aware of an issue where they could be of assistance. She spoke to the Commission possibly hosting a reception for members of delegations such as those of Sister City and Deputy Mayor Pro Tem Callison spoke to the importance of providing experiences for youth. Ms. Johansen spoke to members gathering input from their campuses and to the requirement that they attend one Council meeting. She spoke to the success of past members of the board, the value of the trip to Washington, D.C., and a member invited to serve on the NLC's teen board. Ms. Callison spoke to members possibly traveling to the NLC Conference in New Orleans and asked for continued input so that issues can be brought before the Council. Ms. Johansen spoke to the success of the recent concert and to a possible local-level "Idol-type" event.

Discussion of Other Boards/Commissions

Mayor Pro Tem Magnuson and Deputy Mayor Pro Tem Callison briefly discussed boards not considered during review.

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CITY COUNCIL

1520 AVENUE K

DATE: July 23, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Nathan Hozer
Boy Scout Troop 380

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>SPECIAL RECOGNITIONS AND PRESENTATIONS</u></p> <p>Presentation: To Plano Fire Department by Fireman's Fund Insurance – \$45,000 Grant</p> <p>Presentation: To Mike Rapplean, Public Works Operations Manager – 2007 Professional Manager of the Year Award (Water Resources) by the Texas Chapter of the Public Works Association</p> <p>Presentation: To the City of Plano from the Plano Early Lions Club</p> <p>Special Recognition: Parade Magazine's All-America High School Boys Soccer Team Member and All-America High School Girls Soccer Team Members</p> <p><u>OATH OF OFFICE</u></p> <p><u>Self Sufficiency Committee</u> Marci Lynn Holloway</p> <p><u>CERTIFICATE OF APPRECIATION</u></p> <p><u>Senior Citizens Advisory Board</u> Dr. Frida Alperovich</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p align="center"><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>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.</u></p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Building Standards Commission – Jeff D. Bulla III, Chair</p> <p><u>CONSENT AGENDA</u></p> <p><u>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.</u></p> <p>(a) <u>Approval of Minutes</u> June 25, 2007</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) RFP No. 2007-70-C for an annual fixed price contract for Occupational Resource Services to Merit Insurance Services, Inc. in the annual amount of \$500,000. This will establish an annual contract with four City Optional one year renewals for Occupational Resource Services in the amount of \$500,000 for the first year, and a 3% annual increase for each renewal period.</p> <p>(c) Bid No. 2007-157-B for the purchase of Gladys Harrington Library Renovation-Furniture, Fixtures & Equipment - Project No. 5728 Schedule 2: Architectural Woodwork to Cultural Surroundings in the amount of \$2,084; Schedule 3: Library Furniture to TUSA Office Solutions, Inc. in the amount of \$12,340; Schedule 4: The Midlands Company to Libra Tech in the amount of \$13,054; and Schedule 5: Worden to Cultural Surroundings in the amount of \$59,997 for the total amount of \$87,475.</p> <p>(d) Bid No. 2007-158-B for the purchase of W.O. Haggard Library Renovation-Furniture, Fixtures & Equipment - Project No. 5728 Schedule 1: Library Shelving to Libra Tech in the amount of \$30,815, which includes alternate pricing for 12" shelves; Schedule 2: Architectural Woodwork to Cultural Surroundings in the amount of \$39,404; Schedule 3: Library Furniture to Business Interiors in the amount of \$27,570; Schedule 4: Worden to Cultural Surroundings in the amount of \$29,999; and Schedule 5: Steelcase to Business Interiors in the amount of \$4,728 for the total amount of \$132,516.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(e) To authorize the purchase of a Firearms and Toolmarks Comparison Microscope System in an amount not to exceed \$70,000 from Leeds Instruments, Inc. through a Texas Building and Procurement Commission contract, and authorizing the City Manager to execute all necessary documents. (TBPC Contract #490-N1 Microscopes and Accessories).</p> <p>(f) To authorize the purchase of furniture in the amount of \$38,608 for Haggard Library and \$37,983 for Harrington Library, for a total purchase of \$76,591, from workplace resource, A Certified ®HermanMiller Dealer utilizing a U.S. Communities Contract (Contract No. AG0607) and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve the purchase and installation of bay flooring for Fire Stations No. 1, 2, 7, and 8, in the amount of \$152,852, from Hisaw & Associates General Contractors, Inc., through an existing Contract/Agreement with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute all necessary documents. (TIPS Vendor Contract No. 14012707)</p> <p>(h) To approve the purchase and installation of apparatus bay ventilation and miscellaneous improvements at Fire Stations No. 2, 5, 6, and 7, in the amount of \$196,820, from Centennial Contractors Enterprises, Inc., through an existing Contract/Agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Vendor Contract No. R4538).</p> <p>(i) To approve the purchase of one Ford F-450 Cab/Chassis with Aerial Man-Lift (replacement for unit #98125 for Fleet and Equipment Services) in the amount of \$66,028 from Philpott Motors through an existing Contract/Agreement with the Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#208-04)</p> <p>(j) To approve the purchase of one Ford F-450 Cab/Chassis with Aerial Man-Lift for Fleet and Equipment Services in the amount of \$66,031 from Philpott Motors through an existing Contract/Agreement with the Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#208-04)</p> <p>(k) To approve the purchase of three Toro #3300 Workman Utility Vehicles, one Toro #3300 Workman Utility Vehicle with Rahn Ballfield Attachments, one Toro #687 Aerator and one Toro Groundmaster 580D for Fleet and Equipment Services in the amount of \$155,986 from Professional Turf Products through an existing Contract/Agreement with the Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#225-05)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(l) To approve an Engineering Professional Services Agreement contract by and between the City and Teague, Nall & Perkins, Inc., in the amount of \$397,472, for design engineering services for the Windhaven - Spring Creek Parkway to West City Limits project, and authorizing the City Manager to execute all necessary documents.</p> <p>(m) To approve the terms and conditions of an agreement by and between the City of Plano and Environmental Systems Research Institute (ESRI) in the amount of \$29,826 to upgrade the City's Geographic Information System (GIS) Engineering Drawing As-Built imaging system to support the latest release of the City's GIS software and authorizing the City Manager to execute all necessary documents.</p> <p>(n) To approve an Engineering Professional Services Agreement contract by and between the City and BW2 Engineers, Inc., in the amount of \$41,155, for engineering design services for the 2007 Alley Reconstruction project, and authorizing the City Manager to execute all necessary documents.</p> <p>(o) To approve an Engineering Professional Services Agreement contract by and between the City and PBS&J, in the amount of \$239,107, for engineering design services for Chaparral - Avenue K to East City Limits, and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Agreement</p> <p>(p) To approve an agreement with Oncor Electric Delivery for the installation of street lights and appurtenances in Dominion Parkway from Hedgecoxe Road to Parkwood Boulevard, in the amount of \$86,505; authorizing the City Manager to execute the agreement.</p> <p>Reimbursement of Oversize Participation</p> <p>(q) To approve and authorize reimbursement to Newmark Homes L.P. for oversized paving in Cloverhaven Way and streets adjacent to parks in Bright Star Way in the amount of \$45,574.</p> <p>(r) To approve and authorize reimbursement to Tennyson Office Center L.P. for oversized paving and water line participation in the amount of \$73,369 in Communications Parkway.</p> <p>Approval of Change Order</p> <p>(s) To McMahon Contracting, L.P., increasing the contract by \$37,500, for Midway Road Widening - Parker Road to Spring Creek Parkway (Project No. 5507), Change Order No. 3, Bid No. 2006-150-B.</p> <p>Adoption of Resolutions</p> <p>(t) To approve the terms and conditions of an agreement between the City of Plano, Texas and Teresa Camozzi, a qualified professional artist, for the design of five artworks at each of the five City libraries: Haggard, Parr, Davis, Harrington and Schimelpfenig; and authorizing the City Manager to execute such agreement with Teresa Camozzi; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(u)	To approve the dedication of a 1,830 square foot tract of land owned by the City of Plano, Texas for dedication as a sanitary sewer easement for the 15th Street Village No. 2 Addition, said parcel situated in the Sanford Beck Survey, Abstract No. 73, in the City of Plano, Collin County, Texas, and providing an effective date.	
(v)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and SCOR Life U.S. Re Insurance Company, 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.	
	<u>Adoption of Ordinances</u>	
(w)	To repeal Ordinance No. 2006-9-28; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2006-2007; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police and Fire Departments effective October 2, 2006; and providing a repealer clause, a severability clause and an effective date.	
(x)	To grant a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at 5601 Banister Court, Plano, Texas, located west of Willow Bend Drive and north of West Park Boulevard; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.	
(y)	To abandon all right, title and interest of the City, in and to that certain twenty foot (20') sanitary sewer easement being situated in the Jacob Baccus survey, Abstract Number 53, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Estancia at Ridgeview Ranch, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	
(z)	To repeal Ordinance No. 93-11-14, codified in subsection entitled "U.S. Highway 75 Service Roads" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances and repealing Ordinance Nos. 2000-4-7 and 2001-2-26, codified in subsection entitled "State Highway 190 Service Roads" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, to establish prima facie maximum speed limits on U.S. Highway 75 Service Roads and the State Highway 190 Service Roads within the incorporated limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause and an effective date.	
	<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>	
	<u>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.</u>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p><u>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.</u></p> <p>Public Hearing an Ordinance as requested in Zoning Case 2007-14 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.6± acres located on the east side of Spring Creek Parkway, 3,100± feet west of Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Neighborhood Office and grant Specific Use Permit No. 585 for the additional use of veterinary clinic and kennel (indoor pens); 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: HW Spring Creek Partners, L.P.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07			Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager <i>JW</i> 7/17/07		
Agenda Coordinator (include phone #): Sharon Wright ext. 7107					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Presentation: To Plano Fire Department by Fireman's Fund Insurance - \$45,000 Grant					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(s):					
COMMENTS:					
SUMMARY OF ITEM					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:			City Manager	
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: To Mike Rapplean, Public Works Operations Manager - 2007 Professional Manager of the Year Award (Water Resources) by the Texas Chapter of the Public Works Association				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	7/17/07
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: To the City of Plano from the Plano Early Lions Club				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		7/23/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager	<i>[Signature]</i>	7/17/07
Agenda Coordinator (include phone #): Sharon Wright ext. 7107					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Special Recognition: Parade Magazine's All-America High School Boys Soccer Team Member and All-America High School Girls Soccer Team Members					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
JUNE 25, 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 5:15 p.m., Monday, June 25, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Callison. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:18 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting from Executive Session Discussion:

No items were brought forward.

Personnel Appointments – Self Sufficiency Committee

Upon a motion made by Council Member Dunlap and seconded by Council Member Stahel, the Council voted 7-0 to appoint Marci Lynn Holloway to an interim term on the Self Sufficiency Committee with the term expiring October 2007.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of May 2007 and spoke regarding the decline in the Water and Sewer Fund and the coming months that may result in higher water usage. City Manager Muehlenbeck spoke to the water district's year ending in July and City usage. Mr. McGrane spoke to increases in sales tax revenue, a decline in unemployment, and an increase in the annualized number for the refuse collection account. He spoke to single family housing starts being down from a year ago, the absorption of homes, and increases in construction on the commercial side. Mr. McGrane spoke to increases in the hotel/motel occupancy tax, provided a real estate market recap, and spoke to the diversification in the portfolio. He advised that the level of Lake Lavon is its highest since June 2003. Mr. McGrane responded to City Manager Muehlenbeck, stating that two banks have been receptive to meeting or coming close to the returns being offered by the City's depository.

Mobility Report

Transportation Engineering Manager Neal spoke regarding the Integrated Corridor Management Project which could impact U.S. 75 and consideration by the U.S. Department of Transportation. He advised that cities are being encouraged to look at new ways to improve traffic and address communications between municipalities and that the project would offer the ability to coordinate with DART as well. Mr. Neal spoke to possible selection as a finalist for the project and implementation beginning within three years.

Mr. Neal responded to Mayor Evans regarding traffic conditions at Jupiter Road northbound from S.H. 190, contact with the City of Richardson and finding solutions in the near future to correct the problems of congestion. He responded to Council Member Johnson that Staff could look at the timing of the traffic signal at that location.

Discussion and Direction Regarding Sculpture Event

Public Art Committee Chair Drotman spoke to envisioning an event that would bring excitement to the City and advised that the budget presented is flexible in nature. He spoke to the process implemented by the Sculpture Event Budget Task Force and key aspects including size, length of the event, location being downtown, theme, art selection and scheduling the event in mid to late-October. Cultural Programs Coordinator Eubanks spoke regarding subcommittees formed to consider marketing and planning, operations, and administration. She advised that the estimated grand total for the first year of the event would be \$310,000-\$350,000. Ms. Eubanks spoke to the benefits including enhancing the cultural growth of Plano, promoting economic development and downtown revitalization, and increasing the visibility of Plano. She stated that if the Council decided to move forward, a permanent committee would need to be formed to begin planning the event which would take 18-24 months, a name would be chosen, and a plan developed that clearly measures success.

Mr. Drotman responded to Council Member Johnson, stating that some events do not “break even” and Ms. Eubanks responded to Mayor Pro Tem Magnuson regarding the City’s benefit through the sale of sculptures. Mr. Drotman responded to Council Member LaRosiliere regarding planned efforts to attract attendees from the sculpture community.

Mayor Evans thanked the committee and Staff for their extensive work, but stated concern that the festival would be daytime only, October is a heavily scheduled month, the built-in costs, possible weather disruption, issues of paid parking and spoke to spending funds in a different way. Mayor Evans and Council Member Ellerbe stated concern regarding the management of the event. Council Member LaRosiliere stated concern regarding the sustainability year after year and the costs of the event. Council Member Stahel spoke to festivals at other locations and stated there may be a way to get a higher return on investment in the downtown area. Mr. Drotman spoke to a possible low cost alternative in which artwork is placed at Haggard Park for a three-month period to determine interest.

Mayor Evans spoke to the quality information provided and stated that there was no support to move ahead.

Mayor Evans convened the Preliminary Meeting directly into the Regular Meeting at 7:05 p.m. where remaining items were discussed.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
June 25, 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 25, 2007, at 7:05 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Callison.

The invocation was led by Imam Yaseen Shaikh of the Islamic Association of Collin County.

The Pledge of Allegiance was led by Representatives of Boys & Girls Clubs of Collin County – Plano.

Mayor Evans recognized receipt of the CLIDE Award for Advancement in the Principles of Development. Members of Parade Magazine's All-America High School Soccer Teams were unable to attend to receive special recognition.

Mayor Evans administered an oath of office to Jamey Cantrell as an incoming member of the Animal Shelter Advisory Committee.

Board and Commission Report

Board of Adjustment member Chris Polito advised that the primary requests received by the board are related to signing and zoning and spoke to the high success rate. Council Members Stahel and Johnson spoke to the diligence of the board and their service to the community.

Comments of Public Interest

Jack Lagos, citizen of the City, spoke regarding the audit of Heritage Farmstead and responsibilities of the City Manager and Council. He requested an internal audit of the Arts of Collin County Commission and spoke to discrepancies in financial statements. City Manager Muehlenbeck spoke to possible review by the finance directors of the participating cities.

Police Range Update

Police Administrative Manager Brashear spoke to the history of the gun range, advised that monies are available from a 2001 bond election and that the range will be both new construction and remodeling. Mr. Brashear spoke regarding the proximity to a Richardson neighborhood and property purchased by the Plano Independent School District (PISD). He advised that an indoor range would not meet training needs, spoke to the number of times officers are required to qualify with their weapons and the hours of operation. Mr. Brashear responded to the Council regarding baffles as devices to keep bullets from leaving the range and to City Manager Muehlenbeck regarding the PISD being aware of the location of the range and not expressing concerns regarding its operation. He responded to the Council regarding one incident where a bullet escaped due to a foundation breakdown. Council Member Johnson spoke to the importance of training officers within the City.

Presentation Regarding Allocation of Funds for the Retirement Security Plan

Director of Human Resources Ross advised regarding the background of the plan and the committee in place for oversight. She advised that the committee was advised of changes including an updated mortality table which were not brought forward for Council approval. Ms. Ross spoke to making corrections to prior erroneous over and underpayments, notification of participants and the cost of \$206,000. She spoke to efforts moving forward to ensure accuracy in the process including biannual review by the committee.

Council Items for Discussion/Action on Future Agendas

Mayor Evans requested Staff provide a presentation to the Council regarding the MESH Network.

Consent Agenda

Council Member Dunlap requested Consent Agenda Items "D," Bid for Russell Creek at Hedcoxe Sewer Line Rehab and "F," Bid for Water Crossing No. 1. be pulled for individual consideration due to possible conflicts of interest.

City Manager Muehlenbeck advised that Consent Agenda Item "N," Change Order No. 4 to Dean Electric would be pulled and held.

Citizen Jack Lagos requested that Consent Agenda Items "R," Resolution to approve the terms and conditions of an Economic Development Program Agreement with CVE Technology Group and "S," Resolution to approve the terms and conditions of an Economic Development Program Agreement with Texakoma Operating L.P. be removed for individual consideration.

Council Reports

Council Member Ellerbe spoke regarding an RTC Committee vote in favor of NTTA building S.H. 121. She advised that this item will move forward to consideration by a committee appointed by Governor Perry. Mayor Evans commended Council Member Ellerbe on her effectiveness in representing the City.

CONSENT AGENDA

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

Approval of Minutes [Consent Agenda Item (A)]

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)

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

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

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

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. [Consent Agenda Item (G)] (See Exhibit "D")

A-6

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. [Consent Agenda Item (H)] (See Exhibit "E")

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

To authorize the 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) [Consent Agenda Item (I)]

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. [Consent Agenda Item (J)]

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). [Consent Agenda Item (K)]

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) [Consent Agenda Item (L)]

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) [Consent Agenda Item (M)]

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

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. [Consent Agenda Item (N)] This item was pulled.

Approval of Partial Funding Request

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. [Consent Agenda Item (O)]

Approval of Easements

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. [Consent Agenda Item (P)]

Adoption of Resolutions

Resolution No. 2007-6-14(R): 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. [Consent Agenda Item (Q)]

Resolution No. 2007-6-15(R): 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. [Consent Agenda Item (T)]

Resolution No. 2007-6-16(R): 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. [Consent Agenda Item (U)]

Resolution No. 2007-6-17(R): 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. [Consent Agenda Item (V)]

Resolution No. 2007-6-18(R): To approve the terms and 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. [Consent Agenda Item (W)]

Resolution No. 2007-6-19(R): 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. [Consent Agenda Item (X)]

Resolution No. 2007-6-20(R): 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. [Consent Agenda Item (Y)]

Adoption of Ordinances

Ordinance No. 2007-6-21: 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. [Consent Agenda Item (Z)]

Ordinance No. 2007-6-22: 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. [Consent Agenda Item (AA)]

Ordinance No. 2007-6-23: 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. [Consent Agenda Item (BB)]

Ordinance No. 2007-6-24: 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. [Consent Agenda Item (CC)]

END OF CONSENT

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following two items which were considered concurrently.

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. [Consent Agenda Item (D)] (See Exhibit "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; Rancho Road; and Headquarters Drive at Dallas Parkway. [Consent Agenda Item (F)] (See Exhibit "G")

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, the Council voted 6-0 to approve Bid No. 2007-165-B for Russell Creek at Hedgcoxe Sewer Line Rehab project to Redline Services, Inc., in the amount of \$137,170; and to approve Bid No. 2007-166-B for Water Crossings No. 1 to Jim Bowman Construction Co., L.P., in the amount of \$389,743.

Council Member Dunlap resumed his seat.

Resolution No. 2007-6-25(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. [Consent Agenda Item (R)]

Jack Lagos, citizen of the City, requested clarification on information included in the Council packet. City Manager Muehlenbeck advised that the resolution brought forward to the Council represents the recommendation of the Joint Committee on Tax Abatement. Mayor Evans advised that Council Members Johnson and LaRosiliere are Plano's delegates on the committee which makes the recommendation.

Resolution No. 2007-6-25(R) (cont'd)

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, the Council voted 7-0 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; and further to approve Resolution No. 2007-6-25(R).

Resolution No. 2007-6-26(R): 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. [Consent Agenda Item (S)]

Jack Lagos, citizen of the City, requested clarification regarding information included in the packet. Council Member Johnson advised that the resolution for Council consideration is the product of the Joint Committee on Tax Abatement. City Manager Muehlenbeck clarified that monies for this item come from the Economic Development Fund established by the Council in the FY 2006-07 Operating Budget.

Council Member LaRosiliere spoke to the sensitive nature of issues discussed and Council Member Johnson spoke to businesses helping to pay property taxes and lessening the burden on homeowners.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, the Council voted 7-0 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; and further to adopt Resolution No. 2007-6-26(R).

Mayor Evans advised that Regular Agenda Items "4" and "5" would be considered at this time.

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 [Regular Agenda Item (4)]

Zoning Case 2007-12 (cont'd)

Development Review Manager Elgin spoke to receipt of a letter subsequent to action by the Planning and Zoning Commission to withdrawal the item from consideration. Charles Crawford, representing Plano Independent School District advised regarding withdrawal of the application.

City Attorney Wetherbee spoke to customary practice of the Council to accept withdrawal, noted that zoning regulations have exceptions to certain other governmental agencies and her conclusion that even though daycare issues have not been directly addressed, other ancillary uses are permitted within the trustees' discretion.

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 7-0 to accept the Plano Independent School District's withdrawal of 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.

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. [Regular Agenda Item (5)]

Development Review Manager Elgin spoke to receipt of a request from the Plano Independent School District to withdrawal the item.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member LaRosiliere, the Council voted 7-0 to accept the Plano Independent School District's withdrawal of 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.

Robert Camacho, representing the Eldorado Park Homeowners Association, spoke in opposition to the site selection, traffic issues and daycare being a commercial operation. He spoke to the percentage of Plano Independent School District (PISD) employees who reside in the City and to considering general welfare and benefit.

Zoning Case 2007-13 (cont'd)

Mr. Camacho spoke to the opposition of homeowners, operation beyond typical school hours and contact made with the school district. He spoke to early childhood schools not being competitive with regard to pricing and teachers assuming daycare will be provided at their home campus. Mr. Camacho requested the Council facilitate discussion between the neighborhood and PISD to determine an alternative.

Mayor Evans thanked residents for providing information regarding issues, spoke to the Council having no legal jurisdiction in this matter and regarding the decision to accept the withdrawal. City Attorney Wetherbee advised that while the City does not have control over the use of the property, it does retain authority over building codes and safety regulations. Council Member Johnson recommended homeowners continue their dialogue and request further meetings with the Board of Trustees. Mayor Evans spoke to the Board being representatives of the citizens.

John Meazell, citizen of the City, spoke to the overlapping jurisdiction and interest.

Public Hearing and adoption of Ordinance No. 2007-6-27 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. [Regular Agenda Item (1)]

Director of Finance McGrane spoke to establishment of a reinvestment zone to allow entering a tax abatement agreement with CVE Technology Group for ten years at a 50% abatement on both business and real property. He advised that 96 employees will be retained and 10 positions added. Council Member Stahel complimented Staff on including the annual tax abatement in information provided. City Manager Muehlenbeck spoke to individual consideration of items which establish a tax abatement district.

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

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 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; and further to adopt Ordinance No. Ordinance No. 2007-6-27.

Resolution No. 2007-6-28(R) to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, 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. [Regular Agenda Item (2)]

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Magnuson, the Council voted 7-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, 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; and further to adopt Resolution No. 2007-6-28(R).

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 [Regular Agenda Item (3)]

Development Review Manager Elgin advised that based on Council direction Staff would prepare an ordinance for consideration. He spoke to a prior request to rezone to Single-Family-Attached which was denied by the Commission and was not subsequently appealed to the Council and advised that this request was initiated by Staff. Mr. Elgin spoke to zoning in the area, letters received regarding the request and the Commission's decision to recommend Single Family-9 zoning. He further advised regarding a letter received from the property owner in opposition and stated that the item would require a three-quarter vote for approval.

Mayor Evans opened the Public Hearing. Bill Dahlstrom, representing the property owner, spoke to Single Family-9 (SF-9) zoning making the property difficult to develop, plans for Single Family-Attached (SF-A) to the north, there being no official City policy regarding placement of SF-9 homes adjacent to golf courses, stated that no single family detached housing product would be appropriate for the location, and requested denial. Mr. Elgin clarified that the request includes the entire clubhouse property. Mr. Dahlstrom responded to the Council, stating that since the previous case, the SF-A property to the north has gone into a separate process with a preliminary site plan being approved and spoke regarding the number of homes that might be developed. He further advised that there are currently no plans for Office-2 uses.

Zoning Case 2007-11 (cont'd)

Lisa MacDonald, representing Los Rios Villas, Los Rios and Creekside West Homeowners Associations stated support for rezoning to SF-9. She spoke to the location not fronting any major streets, commercial development being in stark contrast with the residential neighborhood, comparable zoning adjacent to other country clubs, and urged the Council's support. Chuck Holley, citizen of the City, spoke to there being no guarantee of what will happen in the future, SF-9 matching what is adjacent to the course, and coming up with a compromise zoning allowing for better development. He responded to Mayor Evans, stating that the SF-A zoning requested in 2006 was denied by Planning and Zoning as it did not fit into the established neighborhood. Mr. Holley spoke to a proposition for detached homes with rear-entry garages to which there was no response. He responded to the Council, stating that if the area zoned SF-A to the north is not included, his recommendation would be SF-9.

Mr. Elgin advised that a preliminary site plan has been approved for the SF-A tract. He stated that if the area were published for SF-9 zoning, only that or a less intense use might be considered. The Council spoke to providing an opportunity for dialogue between residents and the property owner. Mr. Dahlstrom responded to the Council regarding communication with residents and the driving range being moved to avoid gold balls in the residential area. He stated that the SF-A would be the most appropriate zoning. Mr. Holley stated concern regarding SF-A and requested the Council consider starting consideration at Patio Homes (PH) with rear-entry. Mr. Elgin spoke to PH zoning being the most intense use for a detached single-family product and stated that during a future meeting, Council could further restrict use to rear-entry only. Council Member Dunlap spoke to voting on the recommendation of the Planning and Zoning Commission and if it were denied, sending the request back to the Commission.

Council Member Stahel made a motion to bring the item back as Patio Homes with rear entry at the September 10, 2007, Council meeting. The motion failed for lack of a second. Council Member Ellerbe stated concern regarding restricting access to rear entry and to possible compromise by the parties.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 7-0 directing Staff to republish the Public Hearing for Zoning Case 2007-11 as Patio Home and continued the Public Hearing until the September 10, 2007, City Council Meeting.

There being no further discussion, Mayor Evans adjourned the meeting at 9:16 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 6-25-07		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan		Executive Director	
Dept Signature:	<i>Glenna Hayes</i>		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:
Bid Recap; Combined Matrix

Other Departments, Boards, Commissions or Agencies



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/25/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
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: Recommendation Memo, Bid Tab	Other Departments, Boards, Commissions or Agencies
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/25/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	<i>[Signature]</i> 6/15/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/15/07	
Agenda Coordinator (include phone #):		Irene Peques (7198)	Project No. 5634.1		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award 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					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> 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		N/A			
Location Map					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/25/07		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell	Executive Director	<i>DW</i>	<i>6-15-07</i>	
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>Susan Berger</i>	<i>6/15/07</i>	
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**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/25/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan D. Upchurch	Executive Director	<i>[Signature]</i>	6/19/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	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: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/25/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 6/19/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 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: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/25/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department: Engineering	Department Head: Alan Upchurch		Executive Director	Initials: <i>[Signature]</i> Date: 6/19/07	
Dept Signature: <i>[Signature]</i>	City Manager		City Manager	Date: 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. Rancho Road
6. Headquarters Drive at Dallas Parkway

List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	7/23/07	Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>7/16/07</i>
Agenda Coordinator (include phone #)		January M. Cook X7376		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for RFP No. 2007-70-C for an annual fixed price contract for Occupational Resource Services to Merit Insurance Services, Inc. in the annual amount of \$500,000.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): PROPERTY & LIABILITY LOSS				
COMMENTS: This item approves price quotes. Expenditures will be made in the Property & Liability Loss Fund within the approved budget appropriations. The estimated annual amount is \$500,000.				
STRATEGIC PLAN GOAL: Claims Administration and Occupational Resource Services relates to the City's goal of "Service Excellence".				
SUMMARY OF ITEM				
(ANNUAL CONTRACT WITH RENEWALS)				
Staff recommends proposals of Merit Insurance Services, Inc. in the annual amount of \$500,000 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 Occupational Resource Services in the amount of \$500,000 for the first year, and a 3% annual increase for each renewal period to be provided by Merit Insurance Services, Inc.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Recap				

B-1

INTEROFFICE MEMORANDUM

City of Plano

Date: 7/13/07

To: Mike Ryan, Chief Purchasing Officer

From: Joey Page, Risk Manager

Subject: Recommendation of Award for RFP No. 2007-70-C Claims Administration and Occupational Resource Services

Risk Management solicited a Request for Proposal (RFP) for Claims Administration and Occupational Resource Services through the Purchasing Department. There were seven proposals received and evaluated. A committee of City staff members reviewed each proposal utilizing the evaluation criteria set forth in the RFP.

After final review and evaluation of all proposals for Claims Administration, staff recommended award of Claims Administration to Merit Insurance Services, Inc., and award of alternate service for Inspection Services to Arthur J. Gallagher Risk Management Services, Inc. Award of contracts for these services was approved by Council on 4/9/07.

After final review and evaluation of all proposals for Occupational Resource Services, the decision of the committee is to recommend award of contract for Occupational Resource Services as follows:

Occupational Resource Services

Risk Management recommends award of Occupational Resource Services to Merit Insurance Services, Inc. (Merit) in the amount of \$500,000 for the first year, with a 3% annual increase each year upon renewal. Proposals were received from three vendors for services requested. After review by the selection committee, Merit Insurance Services, Inc. was selected as vendor of choice. Merit's submission includes a stand alone Occupational Resource Center that will house one full-time nurse, administrative assistant, as well as a claims unit. Services also include a full turn-key program, and an occupational well-being program which includes 12 monthly living well programs for all City employees, two living well health fairs, and two gender specific living well classes. In addition, the on-site nurse will not only treat the worker for his/her injury, but will look at employees' overall health holistically and provide health coaching to the employee. This will help the employee become aware of his/her overall health and well being. A dietician will be on board to educate employees on how to make better food choices.

Financial impact of services:

Occupational Resource Services: \$500,000 for first year, 3% annual increase each year upon renewal

B-2



CITY OF PLANO

Request for Proposal No. 2007-70-C RFP for Claims Administration and Occupational Resource Services

RECAP

Opening Date/Time: February 9, 2007 @ 3:00pm

Number of Vendors Notified: 751

Vendors Submitting "No Response": None

<u>Vendors Submitting Proposal</u>	<u>Final Combined Evaluation Score Occupational Resource Services</u>
Concentra Health Services, Inc.	3.55
Medical Center of Plano	4.32
Merit Insurance Services, Inc.	4.42

Recommended Vendor(s)

Merit Insurance Services, Inc. \$500,000

January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

July 13, 2007
Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	07/23/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Sharon Mason</i>	City Manager	<i>[Signature]</i>	7/13/07	
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2007-157-B for the purchase of Gladys Harrington Library Renovation-Furniture, Fixtures & Equipment - Project No. 5728 Schedule 2: Architectural Woodwork to Cultural Surroundings in the amount of \$2,084.00; Schedule 3: Library Furniture to TUSA Office Solutions, Inc. in the amount of \$12,340.05; Schedule 4: The Midlands Company to Libra Tech in the amount of \$13,054.22; and Schedule 5: Worden to Cultural Surroundings in the amount of \$59,997.00 for the total amount of \$87,475.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		96,160	1,333,000	0	1,429,160
Encumbered/Expended Amount		-96,160	-167,074	0	-263,234
This Item		0	-87,475	0	-87,475
BALANCE		0	1,078,451	0	1,078,451
FUND(S): LIBRARY FACILITIES CIP					
COMMENTS: Funds are included in the 2006-07 Library Facilities CIP. This item, in the amount of \$87,475, will leave a current year balance of \$1,078,451 for the Library Improvements project.					
STRATEGIC PLAN GOAL: Library improvements related to the City's Goal of Premier City in which to live.					
SUMMARY OF ITEM					
Staff recommends the award of Bid No. 2007-157-B Gladys Harrington Library Renovation – Furniture, Fixtures & Equipment-Project No. 5728 as follows: Schedule 2: Architectural Woodwork to Cultural Surroundings in the amount of \$2,084.00; Schedule 3: Library Furniture to TUSA Office Solutions, Inc. in the amount of \$12,340.05; Schedule 4: Libra-Tech-Midland Company in the amount of \$13,054.22; Schedule 5: Worden to Cultural Surroundings in the amount of \$59,997.00 as the lowest responsible, responsive bid meeting specifications conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents: Memorandum, Bid Tabulation		Other Departments, Boards, Commissions or Agencies			



Library Administration
2501 Coit Road
Plano, TX 75075-3892
Phone: 972.769.4208
Fax: 972.769.4269

Memorandum

Date: July 3, 2007
To: Sharron Mason, Purchasing
From: Joyce Baumbach, Director of Libraries
Subject: Bid 2007-157-B Gladys Harrington Library Furniture, Fixtures, & Equipment – Project No. 5728 Award Recommendations

After reviewing the bid packets submitted, the Library recommends awarding bids as follows:

Bid 2007-157-B Harrington Library Furniture, Fixtures, & Equipment

Schedule 1 Library Shelving—no bids received

Schedule 2 Architectural Woodwork—Cultural Surroundings submitted low bid of \$2,084.00

Schedule 3 Library Furniture—TUSA Office Solutions, Inc. submitted the lowest complete bid of \$12,340.05

Schedule 4 The Midlands Company—Libra-Tech submitted only bid of \$13,054.22

Schedule 5 Worden—Cultural Surroundings submitted only bid of \$59,997.00

I am recommending that we utilize RFP Depot to secure bids for Harrington Library Schedule 1 Library Shelving.

cc: Paul Glenn, Facilities

**CITY OF PLANO
 BID TABULATION
 2007-157-B**

**Gladys Harrington Library Renovation – Furniture, Fixtures & Equipment
 PROJECT NO. 5728
 Thursday, June 14, 2007 @ 3:30 PM**

Vendor	Bid Bond	Schedule 1 Library Shelving Section 12310 Base Bid	Schedule 2 Architectural Woodwork Section 12320 Base Bid	Schedule 3 Library Furniture Section 12500 Base Bid	Schedule 4 The Midlands Company Section 12510 Base Bid	Schedule 5 Worden Section 12520 Base Bid
TUSA Office Solutions, Inc.	Yes	No Bid	No Bid	\$ 12,340.05	No Bid	No Bid
Cultural Surroundings	Yes	No Bid	\$ 2,084.00	No Bid	No Bid	\$ 59,997.00
Libra-Tech	Yes	No Bid	\$ 2,831.87	No Bid	\$ 13,054.22	No Bid
Business Interiors	Yes	No Bid	No Bid	\$ 9,616.40	No Bid	No Bid

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

Sharron Mason

Sharron Mason, Buyer

June 14, 2007

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS

C-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 07/23/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Diase Palmer</i>	City Manager	<i>gxe</i>	<i>7/18/07</i>	
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-158-B for the purchase of W.O. Haggard Library Renovation-Furniture, Fixtures & Equipment - Project No. 5728 **Schedule 1:** Library Shelving to Libra Tech in the amount of \$30,815, which includes alternate pricing for 12" shelves; **Schedule 2:** Architectural Woodwork to Cultural Surroundings in the amount of \$39,404; **Schedule 3:** Library Furniture to Business Interiors in the amount of \$27,570; **Schedule 4:** Worden to Cultural Surrounding in the amount of \$29,999; and **Schedule 5:** Steelcase to Business Interiors in the amount of \$4,728 for the total amount of \$132,516.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	96,160	1,333,000	0	1,429,160
Encumbered/Expended Amount	-96,160	-167,074	0	-263,234
This Item	0	-132,516	0	-132,516
BALANCE	0	-1,033,410	0	1,033,410

FUND(S): LIBRARY FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Library Facilities CIP. This item, in the amount of \$132,516, will leave a current year balance of \$1,033,410 for the Library Improvements project.

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

SUMMARY OF ITEM

Staff recommends the award of Bid No. 2007-158-B W.O. Haggard Library Renovation – Furniture, Fixtures & Equipment-Project No. 5728 as follows: **Schedule 1:** Library Shelving to Libra Tech in the amount of \$30,815, which includes alternate pricing for 12" shelves; **Schedule 2:** Architectural Woodwork to Cultural Surroundings in the amount of \$39,404; **Schedule 3:** Library Furniture to Business Interiors in the amount of \$27,570; **Schedule 4:** Worden to Cultural Surrounding in the amount of \$29,999; and **Schedule 5:** Steelcase to Business Interiors in the amount of \$4,728 for the total amount of \$132,516 as the lowest responsible, responsive bid meeting specifications conditioned upon timely execution of any necessary contract documents.

List of Supporting Documents:
Memorandum, Bid Tabulation

Other Departments, Boards, Commissions or Agencies



Library Administration
2501 Coit Road
Plano, TX 75075-3892
Phone: 972.769.4208
Fax: 972.769.4269

Memorandum

Date: July 3, 2007
To: Sharron Mason, Purchasing
From: Joyce Baumbach, Director of Libraries
Subject: Bid 2007-158-B W.O. Haggard Library Furniture, Fixtures, & Equipment – Project No. 5728 Award Recommendations

After reviewing the bid packets submitted, the Library recommends awarding bids as follows:

Bid 2007-158-B Haggard Library Furniture, Fixtures, & Equipment

Schedule 1 Library Shelving—Libra-Tech submitted only bid of \$30,814.82, which includes alternate pricing for 12" shelves

Schedule 2 Architectural Woodwork—Cultural Surroundings submitted low bid of \$39,404.00

Schedule 3 Library Furniture—Business Interiors submitted the only incomplete bid of \$27,570.05

Schedule 4 Worden—Cultural Surrounding submitted only bid of \$29,999.00

Schedule 5 Steelcase—Business Interiors submitted only bid of \$4,728.20

I am recommending that we purchase the Haggard Library Reader Chair (CH1811) through TXMAS program.

cc: Paul Glenn, Facilities

CITY OF PLANO
BID TABULATION
2007-158-B

W.O. Haggard Library Renovation – Furniture, Fixtures & Equipment
PROJECT NO. 5728
Thursday, June 14, 2007 @ 3:00 PM

Vendor	Bid Bond	Schedule 1 Library Shelving Section 12310 Base Bid	Schedule 2 Architectural Woodwork Section 12320 Base Bid	Schedule 3 Library Furniture Section 12500 Base Bid	Schedule 4 Wooden Section 12510 Base Bid	Schedule 5 Steelcase Section 12520 Base Bid
Cultural Surroundings	Yes	No Bid	\$ 39,404.00	No Bid	\$ 29,999.00	No Bid
Libra-Tech	Yes	\$ 30,814.82	\$ 50,234.41	No Bid	No Bid	No Bid
Business Interiors	Yes	No Bid	No Bid	\$ 27,570.05	No Bid	\$ 4,728.20

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

Sharron Mason

Sharron Mason, Buyer

June 14, 2007

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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	07/23/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Glenna Hayes</i>	City Manager	<i>[Signature]</i>	<i>7/13/07</i>
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
<i>Purchase from Existing Contract/Agreement to authorize the purchase of a Firearms and Toolmarks Comparison Microscope System in an amount not to exceed \$70,000 from Leeds Instruments, Inc. through a Texas Building and Procurement Commission contract, and authorizing the City Manager or his designee to execute all necessary documents. (TBPC Contract #490-N1 Microscopes and Accessories).</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	70,000	0	70,000
BALANCE	0	70,000	0	70,000
FUND(S): Grant Fund (2006 UASI Grant - 566)				
Comments: Funds are available in the 2006 UASI Homeland Security Grant Fund for the purchase of a firearms and toolmarks comparison microscope system. STRAGIC PLAN GOAL: Microscope equipment relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Purchasing staff recommends Council approve expenditure not to exceed \$70,000 to Leeds Instruments, Inc. for the purchase of a Firearms and Toolmarks Comparison Microscope System through the use of Texas Building and Procurement Commission contract. 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 UASI Grant and department funds. (TBPC Contract # 490-N1 Microscopes and Accessories)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
quote				

Leeds Instruments, Inc.

is pleased to present this

Quotation

for Microscopes and Laboratory Equipment
prepared especially for

**Glenna Hayes
City of Plano
Purchasing Department
909 East 14th Street
Plano, TX 75074**

Project Description:

**Preliminary Budgetary Quotation: Leeds Precision Instruments
Model LCF Firearms and Toolmarks Comparison Microscope System
Texas State Non-Automated Term Contract, Class 490-N1 – Revised
7-13-07**

Quote Number: **Q07017738-B-KB2**

This quote is valid from

July 12, 2007 until August 11, 2007

FOB: Destination

Terms: Net 30 (With Open Account)

Originated By: Bob Lang

Respectfully submitted for Leeds by
Kevin Boulay, Forensic Product Manager

Dan Houchin, Technical Sales Representative

Leeds Instruments, Inc.

8150 Springwood Drive, Suite 125, Irving, TX 75063
(972) 444-8333 800-395-5998 FAX (972) 444-8435

To: City of Plano
Purchasing Department
Plano, TX 75074
Attn: Glenna Hayes
Phone: (972) 941-7539

Quote No.: Q07017738-b-KB2
F.O.B.: Destination
Terms: Net 30 (With Open Account)

QUOTATION

Qty	Unit	Catalog #	Description	Unit Price	Price
1	EA	TX	The following items are offered under Texas State Non-Automated Term Contract, Class 490-N1, Microscopes and Accessories. Term of contract: July 1,2006 through May 31, 2007. Delivery 10-120 days ARO. Minimum order: none. Spot purchase option: \$100.00. FOB destination, dock delivery, freight prepaid and allowed on orders totaling \$200.00 or more to a single destination. Orders totaling less than \$200.00 shipped freight prepaid and added as a separate item on invoice. Payment terms: Net 30. Discount from list price as noted in specific contract line items. Interpretation: Questions concerning terms, conditions and technical specifications should be directed to Michelle Croft, CTPM, Purchaser C, Texas Building & Procurement Commission, Tele: 512-463-6988, Fax: 512-236-6181, Email: michelle.croft@tbpc.state.tx.us. Point of contact at Leeds Instruments, Inc.: Bob Lang, Tele: 800-395-5998, Fax: 972-444-8435, Email: blang@leedsmicro.com. Contract information available at http://www.tbpc.state.tx.us/cat_page/cat_490_n1_0607.html .		
1	EA	490-58-10-1006	Microscopes and accessories routine in industry and life science		
1	EA	LCF-BRIDGE	Comparison Bridge designed with Olympus high quality optics and provides for a superior color balanced system. This unit has an erect unreversed image with a large 22mm field of view. Images can be viewed as 100% right, 100% left, slit or superimposed. The split-image dividing line is adjustable from no line to your desired line width. The superimposed image can be any strip width to full superimpose. Includes system nylon		\$12,550.50
2	EA	LCF-ZOOM12	Macrozoom optical body with 12.86:1 zoom ratio. Magnification range of 6x - 80x with 1x objective and 10x eyepieces. Built-in aperture diaaphragm, eleven magnification clicks stops, zoom control on both sides of body. Outside zoom knob has magnification indicator on knob for specified objective and 10x eyepieces. Will accept a dual nosepiece for multiple objectives.	\$3,382.20	\$6,764.40

NOTE: Specified magnification with coaxial lighting and 1x

Continued, ...

E-3

1	EA	1175296	U-TBI-3; Tilting Binocular Observation Tube, continuously variable eyepiece inclination from 5 degrees to 35 degrees, dust-free design; F.N. 22 capable; Siedentopf-type. Requires 30mm diameter WH series eyepieces. High transmission coated prisms; antifungal treatment. Graduated interpupillary distance adjustment 50mm-76mm; left eyepiece tube with +/- 5 diopter control. Accepts 60mm of intermediate attachments. Slight vignetting restriction data needed.		\$1,261.80
1	EA	N2170000	U-TRU; Side Port Adapter for Camera Attachment. Two position light path selector: 100% observation/0% camera, or 20% observation/80% camera. Includes FN22 tube lens and dovetail port to accept U-SPT phototube (cat# 3-U801) or U-TV series CCD camera adapters. Mountable with port to the right, rear or left of the user with binocular observation tube. Mountable to the rear with trinocular observation tube.		\$686.70
1	EA	LPI-U-IT134	1" extension tube for U-IT134		\$76.50
1	EA	N1508000	WHN10X; Widefield 10X eyepiece, high eyepoint, FN 22, 30mm diameter; with shelf for F=24mm t=1.5mm reticle.		\$165.60
1	EA	N1508100	WHN10X-H; 10X Eyepiece for UIS optics, focusing, field number 22. Accepts 24mm diameter reticles.		\$197.10
1	EA	N1508400	CROSSWHN10X; 10X Eyepiece for UIS optics with crosshair reticle, high eyepoint, field number 22, focusing		\$262.80
1	EA	LCF-DVKIT	Side by side discussion tube kit; includes tilting binocular head, a pair of 10x eyepieces and support bracket.		\$5,595.30
2	EA	1170393	DFPLAPO1XPF; 1X Plan Apochromat Objective for SZX12. W.D. 74mm, N.A. 0.110, distortion-free. This objective is parfocal with the 0.5X, 1.2X, and 1.6X objectives carrying the "PF" designation, using the SZX-2RE (Cat# S-X110) dual nosepiece. Will accept 2.5x auxiliary lens SZX-AL20X (Cat#	\$1,297.80	\$2,595.60
2	EA	LCF-STAGE	Horizontal coaxial control X-Y stage, 180mm x 135mm platform with 50mm X-axis and 77mm Y-axis movement. Uniform ball-bearing motion	\$1,169.10	\$2,338.20
2	EA	LCF-FFOMT	Stage Mount/Fine-Coarse focus control for LCF	\$1,264.50	\$2,529.00
2	EA	LCF-FOPOS	Focus mount positioner; 4" Y-axis range to change the side to side position of the universal bullet holder.	\$215.10	\$430.20
1	EA	LCF-SCALE	LCD Measuring Scale, inch/metric, .0005"/0.1mm resolution with bracket kit.		\$371.70

Continued, ...

E-4

2	EA	LCF-UVLHLR	Universal Manipulating Bullet/Shell Holder; with 90 degree verticle to horizontal positioning range. 360 degree rotating chuck with as small as .030" wire to as large as a 10 gauge shotfun shell. This holder allows a shell to be gripped by its inside or outside diameter. It can also grip a shell by the extraction groove. This unique holder replaces many special holders, eliminating the additional time required for change over. Includes a mini platter for sticky wax mounting.	\$3,042.90	\$6,085.80
2	EA	LCF-BPVTL	Ball Pivot Positioner, Large	\$396.00	\$792.00
2	EA	LCF-BPMVISE	Ball Pivot Vise, Medium	\$315.00	\$630.00
1	EA	LCF-PINMTS	Set of pin mount pairs		\$252.90
2	EA	LCF-ONCTR	On Centers Projectile Holder for LCF.	\$414.90	\$829.80
2	EA	LCF-RFLDOC	Document Holder for Reflected Light Only, Includes Tall Adjustable Stage Clips.	\$128.70	\$257.40
1	EA	LCF-TRNDOC	Flat Light Document Holder Set for LCF.		\$486.90
2	EA	LCF-FLRKIT	13 watt fluorescent light with articulating support arm mounting	\$386.10	\$772.20
1	EA	A20520	ACE fiber optic light source with 21V, 150W EKE halogen reflector lamp. Includes built in IR interference filter for cool illumination, solid state dimmer control for zero to full intensity, iris diaphragm for intensity control without affecting color temperature, built in thermal shut down, quite rear exhaust. CSA approved to UL spec., CE compliant. Housing temperature remains cool, slightly above ambient. Easy change, interchangeable Modulamp lamp housing which offers two bulb positions to maximize individual lamp efficiencies. Electrical requirements - 115 VAC, 60Hz.		\$390.60
1	EA	AO8520	Dual 18" gooseneck - 30" flexible bundle combination fiber optic light guide.		\$170.10
2	EA	AO8080	Focusing Spot Lens.	\$28.80	\$57.60
1	EA	AO8086	Input lens, diffuser for even distribution of light from fiber optic illuminator.		\$26.10
1	EA	LCF-STATIO	Bridge support on a hand controlled motorized "Z" column. Work surface area of 25" x 36.5" with a "object roll off" protection edge.		\$6,777.00
1	EA	LCF-MOTLEG	Base with motorized height adjustment range of 26" to 43"		\$1,750.50
1	EA	LCF-SHELF16	16" x 16" monitor shelf & swivel arm w/20" vertical column		\$410.40

Continued, ...

E-5

Prepared For: Glenna Hayes
 Prepared By: Leeds Instruments, Inc.
 Quote Number: Q07017738-B-KB2
 Page 5 of 8

1	EA	LCF-CRATE	Shipping crate	\$286.20
1	EA	U-V105C3	U-TV0.5XC-3; 0.5X C-Mount adapter for BX, BX2, and IX2. For use with 2/3 inch format, or smaller, sensors.	\$546.30
1	EA	N2231700	DP71 Digital Camera	\$6,948.00
1	EA	N2192800	DPBSW; Camera control software for DP70-71 and DP30, Ver. 3.1	\$459.00
1	EA	PC1MT-0703	* Precision 390 Workstation with Core2 Duo E6300 1.86GHz, 2M L2 Cache, 1066MHz FSB Intel processor; 1GB, 667MHz, DDR2 SDRAM; 160GB ATA, 7200RPM hard drive; nVidia Quadro FX550 PCIe, 128MB graphics card with dual VGA, dual DVI, or DVI + VGA; 16X DVD+/-RW drive with CyberLink Power DVD & Roxio Creator Dell Edition; XP Pro operating system; USB keyboard; USB optical 2 button mouse with scroll wheel; IEEE-1394 (FireWire) port; two COM ports; and 2007FP 20" UltraSharp flat panel monitor with 1600 x 1200	\$1,586.70
1	EA	I9900	* Cannon Color Photo Printer. High Density, Precisely Machined 6144-Nozzle Print Head, The Printer Offers Resolutions Of Up To 4800x2400 DPI For Detail And Consistent Results. Small Ink Droplets Ensure Fast Speeds And Breathtaking Detail On All Of Your Photos - Including Borderless Prints Up To 4" x 6" In Up To 30 Seconds.	\$500.00
1	EA	SHIPPING	Estimated Shipping charge for non-contract items.	\$60.00
TOTAL				\$65,900.90

* NOTE: Item marked with asterisk (*) is not offered under Texas State Non-Automated Contract, Class 490-N1.

However, as a courtesy, the State Contract discount (10%) has been applied to these items.

Continued, ...

E-6

Prepared For: Glenna Hayes
Prepared By: Leeds Instruments, Inc.
Quote Number: Q07017738-B-KB2
Page 6 of 8

Various manufacturer warranties may apply, with copies available on request. Installation and in-service training provided by factory authorized sales representatives.

IF AWARDED, TO GUARANTEE PRICE, PLEASE
SEND PURCHASE ORDERS REFERENCING OUR
QUOTATION NUMBER **Q07017738-b-KB2**

***THIS QUOTATION SUBJECT TO ACCEPTANCE WITHIN
30 DAYS, UNLESS AN EXTENSION OF TIME IS
GRANTED. ALL PROPOSED CUSTOMER ORDERS ARE
ALSO SUBJECT TO THE ATTACHED ADDITIONAL
TERMS AND CONDITIONS, WHICH ARE ALSO***

Originated By: Bob Lang

www.leedsmicro.com

Respectfully Submitted,

By _____
Kevin Boulay, Forensic Product Manager
Leeds Instruments, Inc.
(972) 444-8333 FAX (972) 444-8435
800-395-5998

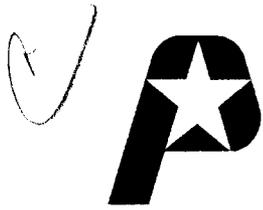
Respectfully Submitted,

By _____
Dan Houchin, Technical Sales Representative
Leeds Instruments, Inc.
(972) 444-8333 FAX (972) 444-8435
800-395-5998

KB2/kma

Continued, ...

E-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	July 23, 2007		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Library Administration		Initials	Date	
Department Head	Joyce Baumbach		Executive Director	<i>[Signature]</i>	7-10-07
Dept Signature:	<i>Joyce Baumbach</i>		City Manager	<i>[Signature]</i>	7/10/07
Agenda Coordinator (include phone #):		Mary Ann Dunnavant (Ext. 4208)			

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

CAPTION

Purchase from existing contract to authorize the purchase of furniture in the amount of \$38,608.32 for Haggard Library and \$37,982.80 for Harrington Library, for a total purchase of \$76,591.12, from workplace resource, A Certified @HermanMiller Dealer utilizing a U. S. Communities Contract (Contract No. AG0607) and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
2006-2007				
Budget	96,160	1,333,000	0	1,429,160
Encumbered/Expended Amount	-96,160	-167,074	0	-263,234
This Item	0	-76,591	0	-76,591
BALANCE	0	1,089,335	0	1,089,335

FUND(S): LIBRARY FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Library Facilities CIP. This item, in the amount of \$76,591, will leave a current year balance of \$1,089,335 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

Library Improvements – U. S. Communities Contract #AG0607 - for furniture for W.O. Haggard, Jr. Library Genealogy Area and Gladys Harrington Library.

List of Supporting Documents:

1. Memo from Joyce Baumbach dated 7.3.07
2. Quote from workplace resource dated 3.28.07 for Haggard Library Furniture
3. Quote from workplace resource dated 6.06.07 for Harrington Library Furniture

Other Departments, Boards, Commissions or Agencies



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

Memorandum

Date: July 3, 2007
To: Bill Morris, Facilities Manager
From: Joyce Baumbach, Director of Libraries *JB*
Subject: Furniture from workplace resource for:
Haggard Library Genealogy Project and Harrington Library Remodeling
Project

We have reviewed quotes for furniture for the above-referenced projects and recommend the following:

Furniture for Haggard Library Genealogy Project – Furniture can be purchased directly from the U. S. Communities Contract #AG0607 from workplace resource, a Certified HermanMiller Dealer, who has quoted a price of \$38,608.32.

Furniture for Harrington Library Remodeling Project - Furniture can be purchased directly from the U. S. Communities contract #AG0607 from workplace resource, a Certified HermanMiller Dealer, who has quoted a price of \$37,982.80.

Therefore, we recommend purchasing through workplace resource for a total cost of \$76,591.12 as they are a local dealer and are part of the U. S. Communities Contract #AG0607.

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

cc: Sharron Mason, Purchasing
Melody Morgan, Engineering

CLIENT:
 City of Plano
 P.O. Box 860279
 Plano, TX 75086-0279
 attn: Accounts Payable
 Phone:
 Fax:

SHIP TO:
 To: Haggard Library
 2501 Coit Road
 Plano, TX 75075
 attn: Travis Tadlock

Project:
 Quote #: Library Expansion Project
 Quoted By: Jamie Barrett
 Phone: 972-389-8820
 Fax: 972-446-1209
 Email: jamie_barrett@hermanmiller.com

Valid Until: 30 Days / Lead Time: 6-8 Weeks
 Payment Terms:
 Contract:

Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
1.	14	HMI	<u>Tag 1 COMPUTER STATIONS</u> E1109.3830N Frame,Npwr No Access 38H 30W Top Cap Finish NN none Cable Management Finish MT medium tone	107.58	1,506.12
2.	1	HMI	E1109.3842C Frame,Npwr Access Holes 38H 42W Top Cap Finish NN none Cable Management Finish MT medium tone	132.33	132.33
3.	1	HMI	E1109.3842E Frame,Pwr 4-Circ 38H 42W Top Cap Finish NN none Cable Management Finish MT medium tone	174.90	174.90
4.	3	HMI	E1109.3848C Frame,Npwr Access Holes 38H 48W Top Cap Finish NN none Cable Management Finish MT medium tone	143.22	429.66
5.	2	HMI	E1109.3848E Frame,Pwr 4-Circ 38H 48W Top Cap Finish NN none Cable Management Finish MT medium tone	185.79	371.58
6.	4	HMI	E1120.38 Draw Rod 38H	5.94	23.76
7.	4	HMI	E1224.38WSN Conn,2-Way 90,Mono Veneer,Npwr 38H	124.74	498.96

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
8.	2	HMI	Surface Finish RM mahogany E1230.38WE Conn,3-Way 90 Wood,Pwr 38H	143.22	286.44
9.	2	HMI	Surface Finish RM mahogany Cable Management Finish MT medium tone E1230.38WN Conn,3-Way 90 Wood,Npwr 38H	132.66	265.32
10.	2	HMI	Surface Finish RM mahogany Cable Management Finish MT medium tone E1240.38FE Conn,4-Way 90,Pwr 38H	110.22	220.44
11.	14	HMI	Top Cap Finish NN none E1252.38W Fin End,Vnr 38H	66.00	924.00
12.	14	HMI	Surface Finish RM mahogany E1260.30W Top Cap,Frame Wood 30W	47.85	669.90
13.	2	HMI	Surface Finish RM mahogany E1260.42W Top Cap,Frame Wood 42W	54.12	108.24
14.	5	HMI	Surface Finish RM mahogany E1260.48W Top Cap,Frame Wood 48W	57.75	288.75
15.	2	HMI	Surface Finish RM mahogany E1261.4W Top Cap,Conn Wood 4-Way 90 Deg Conn	24.42	48.84
16.	2	HMI	Surface Finish RM mahogany E1311.D Rep,4-Circ D Duplex,Dedicated 6/Pkg	53.79	107.58
17.	3	HMI	Surface Finish MT medium tone E1322.06E Power Entry,Ext. Dir Con 4-Circ,6Ft L	46.53	139.59
18.	3	HMI	E1341.2E Power Jumper,4-Circ,3rd 8H Tile Above Base	26.40	79.20
19.	2	HMI	E1353.42E Harness,Beltline,4-Circ,Std Pwr Conn 42W	57.09	114.18
20.	5	HMI	E1353.48E Harness,Beltline,4-Circ,Std Pwr Conn 48W	58.74	293.70
21.	2	HMI	E1420.0842F	23.43	46.86

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
22.	8	HMI	Tile,Face Fabric 08H 42W Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1420.0848F	25.41	203.28
23.	20	HMI	Tile,Face Fabric 08H 48W Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1420.1630F	24.09	481.80
24.	20	HMI	Tile,Face Fabric 16H 30W Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1420.1630P	14.85	297.00
25.	16	HMI	Tile,Face Painted 16H 30W Surface Finish MT medium tone E1420.1630W	53.13	850.08
26.	4	HMI	Tile,Face Vnr w/Hortz Grain 16H 30W Surface Finish RM mahogany E1420.1642F	28.71	114.84
27.	2	HMI	Tile,Face Fabric 16H 42W Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1420.1642P	18.48	36.96
28.	4	HMI	Tile,Face Painted 16H 42W Surface Finish MT medium tone E1420.1648F	31.35	125.40
29.	8	HMI	Tile,Face Fabric 16H 48W Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1420.1648P	19.80	158.40
30.	2	HMI	Tile,Face Painted 16H 48W Surface Finish MT medium tone E1432.0842F	39.93	79.86
31.	8	HMI	Tile,Cable Access Fabric 08H 42W Receptacle Filler Finish MT medium tone Surface Finish)M:ARC COM HM #R093; Timberline, Honey E1432.0848F	42.90	343.20
32.	2	HMI	Tile,Cable Access Fabric 08H 48W Receptacle Filler Finish MT medium tone Surface Finish)M:ARC COM HM #R093; Timberline, Honey E2210.3042L	143.55	287.10
33.	8	HMI	Work Surf,Sq-Edge Rect,w/Trough Lam 30D 42W Top/Edge Finish HT inner tone Secondary Finish (Supports, Cable Management Trough) MT medium tone Support Option SM on module E2210.3048L	158.07	1,264.56
			Work Surf,Sq-Edge Rect,w/Trough Lam 30D 48W		

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell					
34.	25	AR6	Top/Edge Finish HT inner tone	33.12	828.00					
			Secondary Finish (Supports, Cable Management Trough) MT medium tone							
			Support Option SM on module							
			R093 *Special							
			ARC COM TIMBERLINE FABRIC; PATTERN "WARREN"; COLOR #80125-06 "HONEY"							
			Surface Finish COM:R093 ArcCom TIMBERLINE #80125-06 "HONEY"							
			Subtotals for Tag 1 COMPUTER STATIONS:		11,800.83					
<u>Tag 1 GENEALOGY</u>										
35.	1	HMI	5F6-7230-HL	743.82	743.82					
			Dsk-Sngl Ped,Full Bck,Std Pull/Paint Frt,B-B-F Lft/Full End Rt 72W 30D							
			Steel Type SS smooth paint on smooth steel							
			Understructure Finish MT medium tone							
			Top TL laminate top							
			Top Finish HT inner tone							
			Edge Finish HT inner tone							
			Grommets NTG no grommet							
			Lock KD keyed differently with black lock							
						Subtotals for Tag 1 GENEALOGY:		743.82		
			<u>Tag 1 SEATING</u>							
			36.			18	BAV	3343-022 *Special	65.00	1,170.00
								BERNHARDT WARREN #3343-022 "CHESTNUT" COM FOR SIT ON IT CHAIRS		
37.	6	SOI	40B.A15S1	245.76	1,474.56					
			TR2, Stool, Basic Task Cntrl, A15 Adj Arm							
			Fabric Grades Selections 26-GRDCOM COM: Customer's Own Material							
			Ballistic Nylon Option Selection ~ No Ballistic Nylon Option							
			2-Stage Gas Lift Cylinder Option Selection ~ No Gas Lift Cylinder Upgrade							
			TR2 Accessories Selection C5 Std Carpet Casters							
38.	1	SOI	40m *Special: 2007030511323333	297.12	297.12					
			TR2, Task Work Chair, Mid Back w/Multi-Function Control							
			Arm Options a15 adjustable arms							
			CHAIR FABRIC COM BERNHARDT							
			WARREN #3343-022 "CHESTNUT"							
			Caster C0 carpet casters, 50mm							
			Seat-Depth Adjustment N none							
			Fire Retardant Option N none							
						40m *Special: 2007030511323302	297.12	297.12		
			TR2, Task Work Chair, Mid Back w/Multi-Function Control							
Arm Options a15 adjustable arms										
CHAIR FABRIC COM BERNHARDT										
WARREN #3343-022 "CHESTNUT"										
Caster C0 carpet casters, 50mm										
Seat-Depth Adjustment N none										
Fire Retardant Option N none										

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
40.	1	SOI	40m *Special: 2007030511323224 TR2, Task Work Chair, Mid Back w/Multi-Function Control Arm Options a15 adjustable arms CHAIR FABRIC COM BERNHARDT WARREN #3343-022 "CHESTNUT" Caster C0 carpet casters, 50mm Seat-Depth Adjustment N none Fire Retardant Option N none	297.12	297.12
41.	1	SOI	40m *Special: 2007030511323251 TR2, Task Work Chair, Mid Back w/Multi-Function Control Arm Options a15 adjustable arms CHAIR FABRIC COM BERNHARDT WARREN #3343-022 "CHESTNUT" Caster C0 carpet casters, 50mm Seat-Depth Adjustment N none Fire Retardant Option N none	297.12	297.12
42.	1	SOI	40m *Special: 2007030511323136 TR2, Task Work Chair, Mid Back w/Multi-Function Control Arm Options a15 adjustable arms CHAIR FABRIC COM BERNHARDT WARREN #3343-022 "CHESTNUT" Caster C0 carpet casters, 50mm Seat-Depth Adjustment N none Fire Retardant Option N none	297.12	297.12
43.	1	SOI	40m *Special TR2, Task Work Chair, Mid Back w/Multi-Function Control Arm Options a15 adjustable arms CHAIR FABRIC COM BERNHARDT WARREN #3343-022 "CHESTNUT" Caster C0 carpet casters, 50mm Seat-Depth Adjustment N none Fire Retardant Option N none	297.12	297.12
			Subtotals for Tag 1 SEATING:		4,427.28
44.	4	HMI	<u>Tag 1 STAFF WORKROOM</u> 232092-226 Lock Plugs and Keys,#226	2.57	10.28
45.	5	HMI	232092-227 Lock Plugs and Keys,#227	2.57	12.85
46.	2	HMI	A1125.6724E Panel,Tack Acoust-Barrier Pwr 4-Circ 67H 24W	230.34	460.68

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell	
47.	2	HMI	Trim/Top Cap Finish	MT medium tone	244.86	489.72
			Cable Management Finish	MT medium tone		
			Surface Finish Side 1	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
			Surface Finish Side 2	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
			A1125.6730E			
			Panel,Tack Acoust-Barrier Pwr 4-Circ 67H 30W			
			Trim/Top Cap Finish	MT medium tone		
			Cable Management Finish	MT medium tone		
48.	1	HMI	Surface Finish Side 1	5E aggregate-Pr Cat 2	267.63	267.63
			aggregate	19 aggregate aster		
			Surface Finish Side 2	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
			A1125.6736E			
			Panel,Tack Acoust-Barrier Pwr 4-Circ 67H 36W			
			Trim/Top Cap Finish	MT medium tone		
			Cable Management Finish	MT medium tone		
			Surface Finish Side 1	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
49.	6	HMI	Surface Finish Side 2	5E aggregate-Pr Cat 2	277.20	1,663.20
			aggregate	19 aggregate aster		
			A1125.6742E			
			Panel,Tack Acoust-Barrier Pwr 4-Circ 67H 42W			
			Trim/Top Cap Finish	MT medium tone		
			Cable Management Finish	MT medium tone		
			Surface Finish Side 1	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
			Surface Finish Side 2	5E aggregate-Pr Cat 2		
			aggregate	19 aggregate aster		
50.	2	HMI	A1220.67H		40.26	80.52
			Conn,2-Way 90 Deg Hard 67H			
			Surface Finish	MT medium tone		
			Cable Management Finish	MT medium tone		
51.	4	HMI	A1250.67H		15.51	62.04
			Fin End 67H			
52.	1	HMI	Surface Finish	MT medium tone	53.46	53.46
			Cable Management Finish	MT medium tone		
53.	1	HMI	A1311.A		53.46	53.46
			Duplex Rcp,4-Circ A 6/Pkg			
54.	1	HMI	Surface Finish	MT medium tone	53.46	53.46
			A1311.C			
54.	1	HMI	Duplex Rcp,4-Circ C 6/Pkg		53.46	53.46
			Surface Finish	MT medium tone		
54.	1	HMI	A1311.D		53.46	53.46
			Duplex Rcp,4-Circ D Dedicated 6/Pkg			

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
55.	2	HMI	Surface Finish MT medium tone A1322.06E Base Pwr Entry,Dir Con 4-Circ,6Ft L	46.20	92.40
56.	1	HMI	A2310.3042L Wk Surf,Sq-Edge Rect Lam 30D 42W	131.67	131.67
57.	2	HMI	Top/Edge Finish HT inner tone Support Finish MT medium tone A2310.3054L Wk Surf,Sq-Edge Rect Lam 30D 54W	160.38	320.76
58.	1	HMI	Top/Edge Finish HT inner tone Support Finish MT medium tone A2310.3078L Wk Surf,Sq-Edge Rect Lam 30D 78W	221.76	221.76
59.	2	HMI	Top/Edge Finish HT inner tone Support Finish MT medium tone A2332.3042L Wk Surf,Sq-Edge Cor Lam 30D 42W	180.84	361.68
60.	1	HMI	Support Finish MT medium tone A3221.1324 Shelf,B-Style 7-1/2H 13D 24W	36.63	36.63
61.	1	HMI	Surface Finish MT medium tone A3221.1330 Shelf,B-Style 7-1/2H 13D 30W	38.28	38.28
62.	1	HMI	Surface Finish MT medium tone A3221.1336 Shelf,B-Style 7-1/2H 13D 36W	40.59	40.59
63.	1	HMI	Surface Finish MT medium tone A3221.1342 Shelf,B-Style 7-1/2H 13D 42W	43.89	43.89
64.	1	HMI	Surface Finish MT medium tone A3353.1324 Flip Dr Unit,B-Style Paint,W/Lk 13D 24W 15-1/2H	123.09	123.09
65.	1	HMI	Lock Option KA keyed alike Case Finish MT medium tone Door Finish MT medium tone A3353.1330 Flip Dr Unit,B-Style Paint,W/Lk 13D 30W 15-1/2H	130.35	130.35
66.	3	HMI	Lock Option KA keyed alike Case Finish MT medium tone Door Finish MT medium tone A3353.1342 Flip Dr Unit,B-Style Paint,W/Lk 13D 42W 15-1/2H	151.14	453.42

LEAD TIME: 4-6 Weeks

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
67.	7	HMI	Lock Option KA keyed alike Case Finish MT medium tone Door Finish MT medium tone AO215.62 Draw Rod 62H	6.27	43.89
68.	2	HMI	FAV13.2415B Ped V-Pull,Support 24D for 30D Wk Surf,F/F,Sm Pt/Sm Stl Surface Finish MT medium tone Lock Option KA keyed alike Attachment Bracket 2A for AO 1/2 sq-edge wk surf	175.68	351.36
69.	2	HMI	FAV13.2415F Ped V-Pull,Support 24D for 30D Wk Surf,B/B/F,Sm Pt/Sm Stl Surface Finish MT medium tone Lock Option KA keyed alike Attachment Bracket 2A for AO 1/2 sq-edge wk surf	184.68	369.36
70.	2	HMI	FAV22.2036 Lat File,V-Pull Freestd 2 Dwr 36W,Sm Pt/Sm Stl Surface Finish MT medium tone Lock Option KA keyed alike Attachment Bracket 2A for AO 1/2 sq-edge wk surf	283.68	567.36
71.	2	HMI	G6120.24NS Counterweight Option F1 counterweight (recommended)	81.18	162.36
72.	2	HMI	Task Light,E.E.,No Dim,AO/Pros/Etho/Vivo,Canada 24W Surface Finish MT medium tone G6120.30NS	84.15	168.30
73.	1	HMI	Task Light,E.E.,No Dim,AO/Pros/Etho/Vivo,Canada 30W Surface Finish MT medium tone G6120.36NS	86.46	86.46
74.	4	HMI	Task Light,E.E.,No Dim,AO/Pros/Etho/Vivo,Canada 36W Surface Finish MT medium tone G6120.42NS	90.42	361.68
75.	2	BMC	Task Light,E.E.,No Dim,AO/Pros/Etho/Vivo,Canada 42W Surface Finish MT medium tone GLR54TS1S-CUSTOM *Special CUSTOM Rect Tbl,Sq-Edge,Trsn Mech,Sit/Std Hgt,Sgl Surf 54W 30D Base Finish MT medium tone Leg Cover GA solid Top/Edge Finish HT inner tone	1,225.85	2,451.70
Subtotals for Tag 1 STAFF WORKROOM:					9,764.29
76.	2	HMI	<u>Tag 1 TEXANA WORKROOM</u> 232092-228 Lock Plugs and Keys,#228	2.57	5.14
77.	2	HMI	232092-229	2.57	5.14

LEAD TIME: 4-6 Weeks

SALESPERSON: JAMIE BARRETT

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
78.	2	HMI	Lock Plugs and Keys,#229 232092-230	2.57	5.14
79.	1	HMI	Lock Plugs and Keys,#230 A1125.4730N Panel,Tack Acoust-Barrier Npwr 47H 30W Trim/Top Cap Finish MT medium tone Cable Management Finish MT medium tone Surface Finish Side 1 5E aggregate-Pr Cat 2 aggregate 19 aggregate aster Surface Finish Side 2 5E aggregate-Pr Cat 2 aggregate 19 aggregate aster	182.16	182.16
80.	2	HMI	A1125.6742C Panel,Tack Acoust-Barr Npwr W/Rcp Lc 67H 42W Trim/Top Cap Finish MT medium tone Cable Management Finish MT medium tone Surface Finish Side 1 M:ARC COM HM# BY58, Timberline, Moss Surface Finish Side 2 M:ARC COM HM# BY58, Timberline, Moss	221.43	442.86
81.	6	HMI	A1125.6742E Panel,Tack Acoust-Barrier Pwr 4-Circ 67H 42W Trim/Top Cap Finish MT medium tone Cable Management Finish MT medium tone Surface Finish Side 1 M:ARC COM HM# BY58, Timberline, Moss Surface Finish Side 2 M:ARC COM HM# BY58, Timberline, Moss	267.96	1,607.76
82.	1	HMI	A1220.67H Conn,2-Way 90 Deg Hard 67H Surface Finish MT medium tone Cable Management Finish MT medium tone	40.26	40.26
83.	1	HMI	A1230.67H Conn,3-Way 90 Deg Hard 67H Surface Finish MT medium tone Cable Management Finish MT medium tone	71.28	71.28
84.	1	HMI	A1250.47H Fin End 47H Surface Finish MT medium tone Cable Management Finish MT medium tone	14.85	14.85
85.	4	HMI	A1250.67H Fin End 67H Surface Finish MT medium tone Cable Management Finish MT medium tone	15.51	62.04
86.	1	HMI	A1311.A Duplex Rcp,4-Circ A 6/Pkg Surface Finish MT medium tone	53.46	53.46
87.	1	HMI	A1311.B	53.46	53.46

LEAD TIME: 4-6 Weeks

SALESPERSON: JAMIE BARRETT

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
88.	1	HMI	Duplex Rcp,4-Circ B 6/Pkg Surface Finish MT medium tone A1311.D	53.46	53.46
89.	2	HMI	Duplex Rcp,4-Circ D Dedicated 6/Pkg Surface Finish MT medium tone A1322.06E	46.20	92.40
90.	4	HMI	Base Pwr Entry,Dir Con 4-Circ,6Ft L A2310.3042L	131.67	526.68
91.	1	HMI	Wk Surf,Sq-Edge Rect Lam 30D 42W Top/Edge Finish HT inner tone Support Finish MT medium tone A2310.3084L	232.98	232.98
92.	2	HMI	Wk Surf,Sq-Edge Rect Lam 30D 84W Top/Edge Finish HT inner tone Support Finish MT medium tone A2332.3042L	180.84	361.68
93.	6	HMI	Wk Surf,Sq-Edge Cor Lam 30D 42W Top/Edge Finish HT inner tone Support Finish MT medium tone A3221.1342	43.89	263.34
94.	4	HMI	Shelf,B-Style 7-1/2H 13D 42W Surface Finish MT medium tone AO215.62	6.27	25.08
95.	1	HMI	Draw Rod 62H AO259.	6.93	6.93
96.	32	AR6	Fin End,Chg-Of-Ht,Panel/Conn Surface Finish MT medium tone BY58 *Special	33.12	1,059.84
97.	1	HMI	ARC COM TIMBERLINE FABRIC; PATTERN "WARREN"; COLOR #80125-08 "MOSS" Surface Finish COM:BY58 ArcCom TIMBERLINE #80125-08 "MOSS" FAV10.2015B	156.24	156.24
98.	1	HMI	Ped V-Pull,Freestd 20D F/F,Sm Pt/Sm Stl Surface Finish MT medium tone Lock Option KD keyed differently Base Option 2F raised height FAV10.2015F	169.92	169.92
99.	1	HMI	Ped V-Pull,Freestd 20D B/B/F,Sm Pt/Sm Stl Surface Finish MT medium tone Lock Option KD keyed differently Base Option 2F raised height FAV10.2415F	174.60	174.60

LEAD TIME: 4-6 Weeks

SALESPERSON: JAMIE BARRETT

9:47:42AM

Project Path: W:\Projects\Jamie B\City of Plano\Haggard Library - New - 03-27-07\

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
100.	3	HMI	Ped V-Pull, Freestd 24D B/B/F, Sm Pt/Sm Stl		
			Surface Finish MT medium tone		
			Lock Option KA keyed alike		
			Base Option 2F raised height		
			FAV13.2415B	175.68	527.04
101.	2	HMI	Ped V-Pull, Support 24D for 30D Wk Surf, F/F, Sm Pt/Sm Stl		
			Surface Finish MT medium tone		
			Lock Option KA keyed alike		
			Attachment Bracket 2A for AO 1/2 sq-edge wk surf		
			FAV13.2415F	184.68	369.36
102.	6	HMI	Ped V-Pull, Support 24D for 30D Wk Surf, B/B/F, Sm Pt/Sm Stl		
			Surface Finish MT medium tone		
			Lock Option KA keyed alike		
			Attachment Bracket 2A for AO 1/2 sq-edge wk surf		
			G6120.42NS	90.42	542.52
103.	2	BMC	Task Light, E.E., No Dim, AO/Pros/Etho/Vivo, Canada 42W		
			Surface Finish MT medium tone		
			GLR92TS1S	1,038.24	2,076.48
104.	1	INS	Rect Tbl, Sq-Edge, Trsn Mech, Sit/Std Hgt, Sgl Surf 72W 30D		
			Base Finish MT medium tone		
			Leg Cover GA solid		
			Top/Edge Finish HT inner tone		
			Subtotals for Tag 1 TEXANA WORKROOM:		9,182.10
			<u>Tag 1 WORKPLACE RESOURCE - SERVICES</u>		
			INS *Special	2,690.00	2,690.00
			Delivery & Installation / Normal Business Hours		
			Subtotals for Tag 1 WORKPLACE RESOURCE - SERVICES:		2,690.00

Remarks:

Sell Subtotal:	38,608.32
Design	0
Total:	38,608.32

The undersigned agrees to purchase the goods and services described above per the terms and conditions detailed in this proposal and sales agreement following or on file.

Accepted for: _____

By: _____
 Title: _____
 Date: _____

Thank You
We Appreciate Your Business

CONTRACT: AG0607, U.S. Communities

EXP: 90 DAYS

CLIENT:
 Harrington Library
 1501 18th Street
 Plano, TX 75074
 attn: TBD
 Phone: 972-941-7175
 Fax:

SHIP TO:
 To: Harrington Library
 1501 18th Street
 Plano, TX 75074
 attn: TBD

Project:
 Quote #:
 Quoted By: Jamie Barrett
 Phone: 972-389-8820
 Fax: 972-446-1209
 Email: jamie_barrett@hermanmiller.com

Valid Until: 30 Days / Lead Time: 4-6 Weeks
 Payment Terms:
 Contract:

Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
1.	1	BMC	<u>Tag 1 ADJ. HT. TABLE</u> GLR92TS1S *Special Rect Tbl,Sq-Edge,Trsn Mech,Sit/Std Hgt,Sgl Surf 72W 30D Base Finish MT medium tone Leg Cover GA solid Top/Edge Finish 9X0P Formica Indigo, Terra 7263-58	1,067.08	1,067.08
2.	12	BRE	<u>Tag 1 LIQUID PRODUCT</u> FWCS7SSN-08 *Special Mini- Sit-to-Std Hgt, Sgl Lvl WS, 39-7/8D x 49-1/4W Laminate MDF Knife Edge Base Color AL Aluminum Surface Finish DC Misted Zephyr Edge Detail 08 MDF Edge	1,408.16	16,897.92
3.	6	BRE	MCH-P72 6' Powered Channel (8 power & data outlets) Base Color AL Aluminum	557.44	3,344.64
4.	12	BRE	MDX-1 Duplex-Circuit 1	16.64	199.68
5.	12	BRE	MDX-2 Duplex-Circuit 2	16.64	199.68
6.	12	BRE	MDX-4 Duplex-Circuit 4 (Isolated ground)	16.64	199.68
7.	12	BRE	MPP-6 Parrot with 6' cord	54.60	655.20

LEAD TIME: 4-6 Weeks

SALESPERSON: JAMIE BARRETT

9:37:48AM

Project Path: W:\Projects\Jamie B\City of Plano\Harrington Library Expansion - 06-04-07\

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
8.	6	BRE	MRS-544 4' w Channel Screen Base Color AL Aluminum Liquid Screen Fabrics K Blue Kiss	345.28	2,071.68
9.	4	BRE	M-SPE Support Plate Base Color AL Aluminum	97.24	388.96
10.	8	BRE	M-SPT Support Base Color AL Aluminum	335.92	2,687.36
11.	2	BRE	MSP-W7 Wall infeed for Support, with pigtail connector Base Color AL Aluminum	161.20	322.40
12.	12	SOI	<u>Tag 1 SEATING</u> 94FS Relay, Side Chair, Silver Frame, Armless Plastic Shell Color Selection BK Black Ganging Bracket Option Selection ~ No Ganging Bracket Upgrade Stacking Cart Option Selection ~ No Stack Cart Upgrade	74.40	892.80
13.	49	SOI	94XS.A60 Relay, Nester Chair, Silver Frame, A60 Arm Plastic Shell Color Selection BK Black Ganging Bracket Option Selection ~ No Ganging Bracket Upgrade Caster Selection C5 Std Carpet Casters	118.56	5,809.44
14.	3	HMI	<u>Tag 1 STORAGE</u> 46-4218-29 Stg Case,Std Pull 42W 18D CaseHgt 26 1/4H Paint/Steel Type SS smooth paint on smooth steel Surface Finish MT medium tone Interior NS2 2 shelves total Lock/Doors KA keyed alike, black Top T1 1"-high painted metal top with squared edge Base Height B1 1"-high base	380.00	1,140.00
15.	1	HMI	F16-1518-BBF Ped,Freestd Std Pull,B/B/F Paint/Steel Type SS smooth paint on smooth steel Surface Finish MT medium tone Top T1 1"-high painted metal top with squared edge Lock KA keyed alike Base Height B1 1"-high base Counterweight CB counterweight Compressor C standard compressor	322.56	322.56
16.	1	HMI	ZCFLH Common Size File Top,Laminate,Square-Edge Laminate (H)	258.72	258.72

LEAD TIME: 4-6 Weeks

SALESPERSON: JAMIE BARRETT

9:37:49AM

Project Path: W:\Projects\Jamie B\City of Plano\Harrington Library Expansion - 06-04-07\

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Proposal and Sales Agreement

Ln num	Qty.	Vendor	Description	Unit Sell	Extended Sell
			Number of Units DEEP 1 one unit deep		
			Depth of Deepest Unit in Row 18 18" deep		
			Number of Units Wide 2 two units wide		
			Width of Unit #2 42 42" wide		
			Width of Last Unit 42 42" wide		
			Inches of Overhang(Depth) 0 no overhang(depth)		
			Laminate Selection ZZ:9X0P Formica Indigo Terra 7263-58		
17.	14	DES	<u>Tag 1 WR-SERVICES</u> DES *Special: DESIGN		
			Layout & Design		
18.	1	INS	INS *Special: INSTALL	1,525.00	1,525.00
			Delivery & Installation		

Remarks:

Sell Subtotal: 37,982.80

Total: 37,982.80

The undersigned agrees to purchase the goods and services described above per the terms and conditions detailed in this proposal and sales agreement following or on file.

Accepted for: _____

By: _____

Title: _____

Date: _____

Thank You

We Appreciate Your Business

CONTRACT: AG0607, U.S. Communities

EXP: 90 DAYS

F-116



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	7/23/07	Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Facilities		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	<i>7/13/07</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>7/13/07</i>
Agenda Coordinator (include phone #): Amy Powell X5513				

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

CAPTION

Approval of the purchase and installation of bay flooring for Fire Stations No. 1, 2, 7, and 8, in the amount of \$152,852.00, from Hisaw & Associates General Contractors, Inc., through an existing Contract/Agreement with The Interlocal Purchasing System (TIPS), and authorizing the City Manager or his designee to execute all necessary documents. (TIPS Vendor Contract No. 14012707)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	69,691	1,585,000	0	1,654,691
Encumbered/Expended Amount	-69,691	-197,451	0	-267,142
This Item	0	-152,852	0	-152,852
BALANCE	0	1,234,697	0	1,234,697

FUND(s): **FIRE FACILITIES CIP**

COMMENTS: Funds are included in the Re-Estimated 2006-07 Fire Facilities CIP. This item, in the amount of \$152,852, will leave a current year balance of \$1,234,697 for the Security Enhancement and Fire Stations 1, 2, 7, and 8 projects.

STRATEGIC PLAN GOAL: Fire facility improvements relate to the City's Goal of Premier City for Families.

SUMMARY OF ITEM

Request approval of bid from Hisaw & Associates General Contractors, Inc., to install new bay flooring at Fire Stations No. 1, 2, 7, and 8, in the amount of \$152,852.00. 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. (The Interlocal Purchasing System (TIPS) Vendor Contract No. 14012707).

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



General Contractors, Inc. • Construction Management



June 18, 2007

Mr. Paul Glenn
City of Plano
4850 E. 14th Street
Plano, Texas 75074

Via FAX: (972)941-7397

Re: Fire Stations 1, 2, 7, & 8

Proposal Submitted through: The Interlocal Purchasing System (TIPS)
TIPS - Region VIII Education Service Center
Contract #14012707-Trades, Temp, Labor & Material 1/27/07-1/27/08
Contract Method: CM @ Risk - w/Guaranteed Maximum Price (GMP)

Dear Paul,

We appreciate the opportunity to submit our Construction Management at Risk proposal for the above referenced project. A breakdown of the costs that are included in our GMP is as follows:

1.	Fire Station #1	\$ 26,993.00
2.	Fire Station #2	\$ 47,321.00
3.	Fire Station #7	\$ 52,217.00
4.	Fire Station #8	\$ 26,321.00
	TOTAL GMP:	\$152,852.00

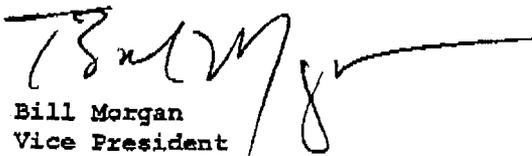
Bid Clarifications:

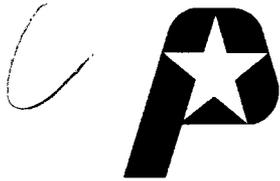
Our pricing is based on quotations from Stonhard, and includes the "Stonkote GS4" concrete finish at Fire Stations 1 & 8, and the "Stonclad GS6" concrete finish at Fire Stations 2 & 7. Pricing for Fire Station 7 includes the paving repairs as noted in the sketches provided by Isbell Engineering.

Thank you again for the opportunity to provide this proposal under the pre-approved TIPS contract delivery method of Construction Management at Risk. I am attaching a detailed cost breakdown as back-up to our GMP. If you have any questions, or need additional information, please do not hesitate to contact me directly at (972)380-4448, ext 224.

Sincerely,

Hisaw & Associates, Inc.


Bill Morgan
Vice President



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Facilities		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	7/13/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	7/13/07
Agenda Coordinator (include phone #): Amy Powell X5513				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
<i>Approval of the purchase and installation of apparatus bay ventilation and miscellaneous improvements at Fire Stations No. 2, 5, 6, and 7, in the amount of \$196,820.00, from Centennial Contractors Enterprises, Inc., through an existing Contract/Agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Vendor Contract No. R4538).</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	68,916	1,529,000	0	1,597,916
Encumbered/Expended Amount	-68,916	-132,451	0	-201,367
This Item	0	-196,820	0	-196,820
BALANCE	0	0	0	1,199,729
FUND(s): FIRE FACILITIES CIP				
COMMENTS: Funds are included in the Re-Estimated 2006-07 Fire Facilities CIP. This item, in the amount of \$196,820, will leave a current year balance of \$1,199,729 for the Security Enhancement and Fire Stations 2, 5, 6, and 7 projects.				
STRATEGIC PLAN GOAL: Fire facility improvements relate to the City's Goal of Premier City for Families.				
SUMMARY OF ITEM				
Request approval of bid from Centennial Contractors Enterprises, Inc. to install apparatus bay ventilation and make miscellaneous improvements at Fire Stations No. 2, 5, 6, and 7, in the amount of \$196,820.00. 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. (Texas Cooperative Purchasing Network (TCPN) Vendor No. R4538)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



Centennial Contractors
Enterprises, Inc.



The Cooperative Purchasing Network

Centennial Contractors Enterprises, Inc. Factor Calculation Sheet

Plano Fire Stations
Ventilation & Misc
Improvements

Item		Used	Amount
Extended Total of Line Items Based on quantities and Unit Prices (Total OH&P)			\$300,178.87
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
Dallas	0.855	X	
<i>Cost Adjusted by CCI</i>			\$ 256,652.93
Coefficient	0.79	X	
<i>Cost Adjusted for Coefficient</i>			\$ 202,755.82
Zone Factors (from base point)			
>150 miles	1	X	
	1.1		
<i>Cost Adjusted for Distance</i>			\$ 202,755.82
Job Order Size Factor			
\$0 < \$24,999	1.1		
\$25,000 < \$149,999	1.00		
\$150,000 and up	0.98	X	
<i>Cost Adjusted for DO Size</i>			\$ 198,700.70
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.05		
<i>Costs Adjusted for Time of Performance</i>			\$ 198,700.70
Annual Volume Factors (12 month sliding window)			
>\$ 1,000,000	0.98	X	
<i>Costs Adjusted for Volume</i>			\$ 194,726.69
Davis - Bacon (If Applicable)			
<i>Costs Adjusted for Davis-Bacon</i>			\$ 194,726.69
Bond	0.01075	X	\$ 2,093.31
TOTAL ADJUSTED COST			\$ 196,820.00

CCE Signature: _____ Date: _____

Client Signature: _____ Date: _____

PO # _____

H-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07		Reviewed by Legal <i>wj</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head	<input checked="" type="checkbox"/> Karl Henry	<input type="checkbox"/> Jimmy Foster	Executive Director		<i>[Signature]</i> 7/13/07
Dept Signature:	<i>[Signature]</i>		City Manager		<i>[Signature]</i> 7/13/07
Agenda Coordinator (include phone #): Linda M. Robinson x4180					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Approval of the purchase of one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift in the amount of \$66,028.00 from Philpott Motors through an existing contract/agreement Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#208-04)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	65,000	0	65,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-66,028	0	-66,028
BALANCE		0	-1,028	0	-1,028
FUND(S) EQUIPMENT REPLACEMENT FUND					
COMMENTS: Funds are included in the FY 2006-07 approved budget for the purchase of (1) Truck with aerial lift. The overage will be funded through savings in other Rolling Stock purchases.					
STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services request the purchase of one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift from Philpott Motors as a replacement for unit 98125 for Dept 743/Signals per fiscal year 06/07; Account #071-8421; Supplement #0071001.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (Buyboard #208-04)					
Total purchase price including buyboard fee is \$66,028.00					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Agenda, Vendor Quote Sheet					

CITY OF PLANO

06/22/07

Page - 1

P.O. Number 904489 OR

Cost Center 071

Supplier PHILPOTT MOTORS INC
1400 U S HGHWY 69
NEDERLAND TX 77627

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

Ordered 06/22/07 Freight
Requested 06/22/07 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
F-450 C/C W/AERIAL MAN-LIFT INVOICE TO FOLLOW REQUEST TO PURCHASE ONE (1) FORD F-450 CAB/CHASSIS WITH AERIAL MAN-LIFT THROUGH THE TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM. CONTRACT #208-04. AWARDED TO PHILPOTT MOTORS. ***** PURCHASE PRICE \$66,028.00. BUDGETED AMOUNT \$65,000.00. NOTE: THIS IS A REPLACEMENT FOR UNIT 98215, DEPT. 743/SIGNALS. PER FY06/07 BUDGET. ACCOUNT 071.8421. SUPPLEMENT 00710001. PURCHASE AMOUNT OF \$1,028.00 IS DUE TO VENDOR PRICE INCREASE THIS CALENDAR YEAR.	1	EA	17,747.0000	17,747.00	06/22/07
PUBLISHED OPTIONS INVOICE TO FOLLOW	1	EA	79,813.0000	79,813.00	06/22/07
UNPUBLISHED OPTIONS INVOICE TO FOLLOW	1	EA	1,200.0000	1,200.00	06/22/07
DISCOUNT FOR DOWNGRADE LIFT	1	EA	33,132.0000-	33,132.00-	06/22/07

I-2

CITY OF PLANO

06/22/07

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P.O. Number 904489 OR
Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INVOICE TO FOLLOW					
BUYBOARD FEE		EA	.0000	400.00	06/22/07
INVOICE TO FOLLOW					
				Total Order	
TermNet 30 Days				66,028.00	



MEMORANDUM

Date: June 26, 2007
To: Steve Tillman, Senior Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift through the Texas Association School Buyboard Program, Contract #208-04 awarded to Philpott Motors.

Base Price:	\$17,747.00
Published Options:	\$79,813.00
Unpublished Options:	\$ 1,200.00
Discount for Downgraded Man-Lift	-\$33,132.00
Buyboard Fee:	<u>\$ 400.00</u>
PURCHASE PRICE:	\$66,028.00
BUDGET AMOUNT:	\$65,000.00

NOTE: This is a replacement for unit 98125 Dept 743/Signals per fiscal year 06/07 budget from Account 071-8421; Supplement 0071001. Purchase amount of \$1,028.00 is due to vendor price increase this calendar year.

Please reference Requisition No. 904489 .

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Gary Kirkwood
Robert Moore
Diane Palmer
Stephen Teiper

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
 Medium and HD Trucks
 BUYBOARD BID 208-04

End User: CITY OF PLANO Philpott Rep: ALAN WILEY
 Contact: REID CHOATE Date: 9-May-07
 Product Description: FORD F450 CAB/CHASSIS

A. Bid Series: 2 A. Base Price: **\$ 17,747.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	F450 CAB/CHASSIS	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	\$ 1,415.00		VE VINYL BENCH SEAT	INCL
572	A/C	\$ 808.00		RUBBER FLOOR	INCL
62R	PTO PROVISION	\$ 237.00		POWER STEERING	INCL
141-08	141"WB WITH 60"CAB TO AXLE	\$ 2,693.00		ABS BRAKES	INCL
	2008 MODEL UPGRADE	INCL		HEATER-DEFROSTER	INCL
	FUEL-STEEL SURCHARGE	INCL		DUAL REAR WHEELS	INCL
99R	6.4L DIESEL UPGRADE	\$ 5,236.00		16,000 GVWR	INCL
THB	REAR TRACTION TIRES	\$ 152.00		MANUAL TRANSMISSION	INCL
512	SPARE TIRE AND WHEEL	\$ 280.00		6.8L GAS	INCL
67X	EXTRA HD SUSPENSION	\$ 119.00			
	7K FRONT AXLE 6K GAWR	INCL	5FC	AERIAL BODY-SEE DOWNGRADE	\$ 68,873.00
	12K REAR AXLE 16K GVWR	INCL		BELOW TO YOUR SPECS	

Total of B. Published Options: **\$ 79,813.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= -32.7 %

Options	Bid Price	Options	Bid Price
CHASSIS WILL ARRIVE AT VERSALIFT	NOTE	DOWNGRADE TO VERSALIFT VO-36-I	\$ (33,132.00)
IN ABOUT 90 DAYS	NOTE	VERSALIFT DELIVERY	\$ 400.00
PAY FOR CHASSIS WHEN IT ARRIVES	SALE		
AT VERSALIFT IN WACO OR PAY	TERMS		
120 DAYS OF FLOOR PLAN COST OF	\$ 800.00	ESTIMATED DELIVERY BY VERSALIFT	NOTE
WHEN COMPLETED TRUCK IS	SALE	WILL BE 210-240 DAYS FROM RECEIPT	
DELIVERED BY VERSALIFT	TERMS	OF YOUR PURCHASE ORDER AT	
		PHILPOTT MOTORS	
CHASSIS COST WHEN IT ARRIVES	NOTE		
AT VERSALIFT WOULD BE \$29,087.00	NOTE		
PLEASE SPECIFY ON YOUR ORDER	NOTE		

Total of C. Unpublished Options: **\$ (31,932.00)**

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles @ \$.93/mile **\$ -**

F. Total of A + B + C + D + E = F **\$ 65,628.00**

G. Quantity Ordered 1 x F = **\$ 65,628.00**

H. BUYBOARD Administrative Fee **\$400.00 PER PURCHASE ORDER** **\$ 400.00**

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **\$ 66,028.00**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	7/23/07	Reviewed by Legal <i>WB</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jimmy Foster	<i>[Signature]</i>	7/13/07	
Dept Signature:	<i>[Signature]</i>		Executive Director	7/13/07	
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Approval of the purchase of one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift in the amount of \$66,031.00 from Philpott Motors through an existing contract/agreement Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#208-04)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	68,000	0	68,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-66,031	0	-66,031
BALANCE		0	1,969	0	1,969
FUND(S) EQUIPMENT REPLACEMENT FUND					
COMMENTS: Funds are included in the FY 2006-07 approved budget for the purchase of (1) Truck with aerial lift. Remaining balance will be used for other equipment replacement items.					
STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services request the purchase of one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift from Philpott Motors as a new addition to the fleet for Dept 534/Pubic Safety Communications per fiscal year 06/07; Account #071-8421; Supplement #71534008.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (Buyboard #208-04)					
Total purchase price including buyboard fee is \$66,031.00					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Agenda, Vendor Quote					



MEMORANDUM

Date: June 22, 2007
To: Steve Tillman, Senior Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase one (1) Ford F-450 Cab/Chassis with Aerial Man-Lift through the Texas Association School Buyboard Program, Contract #208-04 awarded to Philpott Motors.

Base Price:	\$17,747.00
Published Options:	\$79,813.00
Unpublished Options:	\$ 1,200.00
Discount for Downgraded Man-Lift	-\$33,129.00
Buyboard Fee:	<u>\$ 400.00</u>
PURCHASE PRICE:	\$66,031.00
BUDGET AMOUNT:	\$68,000.00

NOTE: This is a new addition to the fleet for Dept 534/Public Safety Communications per FY 06/07 budget from Account 071-8421; Supplement 71534008.

Please reference Requisition No. 904480 .

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Ron Goldsmith
Diane Palmer
Stephen Teiper

J-2

CITY OF PLANO

06/18/07

Page - 1

P.O. Number 904480 OR

Cost Center 071

Supplier PHILPOTT MOTORS INC
1400 U S HGHWY 69
NEDERLAND TX 77627

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

Ordered 06/18/07 Freight
Requested 06/18/07 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD F-450 C/C W/AERIAL MANLFT INVOICE TO FOLLOW FLEET & EQUIPMENT SERVICES REQUEST TO PURCHASE ONE (1) FORD F-450 CAB/CHASSIS WITH AERIAL MAN LIFT THROUGH THE TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM. CONTRACT #208.04. REQ. REQUESTED BY GLORIA MARLOW.	1	EA	17,747.0000	17,747.00	06/18/07
PUBLISHED OPTIONS INVOICE TO FOLLOW		EA	.0000	79,813.00	06/18/07
UNPUBLISHED OPTIONS INVOICE TO FOLLOW		EA	.0000	1,200.00	06/18/07
DISCOUNT FOR DOWNGRADE LIFT INVOICE TO FOLLOW	1	EA	33,129.0000-	33,129.00-	06/18/07
BUYBOARD FEE INVOICE TO FOLLOW		EA	.0000	400.00	06/18/07
				Total Order	
TermNet 30 Days				66,031.00	

J-3

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
Medium and HD Trucks
BUYBOARD BID 208-04

End User: CITY OF PLANO Philpott Rep: ALAN WILEY
 Contact: REID CHOATE Date: 9-May-07
 Product Description: FORD F450 CAB/CHASSIS

A. Bid Series: 2 A. Base Price: \$ **17,747.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	F450 CAB/CHASSIS	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	\$ 1,415.00		VE VINYL BENCH SEAT	INCL
572	A/C	\$ 808.00		RUBBER FLOOR	INCL
62R	PTO PROVISION	\$ 237.00		POWER STEERING	INCL
141-08	141"WB WITH 60"CAB TO AXLE	\$ 2,693.00		ABS BRAKES	INCL
	2008 MODEL UPGRADE	INCL		HEATER-DEFROSTER	INCL
	FUEL-STEEL SURCHARGE	INCL		DUAL REAR WHEELS	INCL
99R	6.4L DIESEL UPGRADE	\$ 5,236.00		16,000 GVWR	INCL
THB	REAR TRACTION TIRES	\$ 152.00		MANUAL TRANSMISSION	INCL
512	SPARE TIRE AND WHEEL	\$ 280.00		6.8L GAS	INCL
67X	EXTRA HD SUSPENSION	\$ 119.00			
	7K FRONT AXLE 6K GAWR	INCL	5FC	AERIAL BODY-SEE DOWNGRADE	\$ 68,873.00
	12K REAR AXLE 16K GVWR	INCL		BELOW TO YOUR SPECS	

Total of B. Published Options: \$ **79,813.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= -32.7 %

Options	Bid Price	Options	Bid Price
CHASSIS WILL ARRIVE AT VERSALIFT	NOTE	DOWNGRADE TO VERSALIFT VO-36-N	\$ (33,129.00)
IN ABOUT 90 DAYS	NOTE	VERSALIFT DELIVERY	\$ 400.00
PAY FOR CHASSIS WHEN IT ARRIVES	SALE		
AT VERSALIFT IN WACO OR PAY	TERMS		
120 DAYS OF FLOOR PLAN COST OF	\$ 800.00	ESTIMATED DELIVERY BY VERSALIFT	NOTE
WHEN COMPLETED TRUCK IS	SALE	WILL BE 210-240 DAYS FROM RECEIPT	
DELIVERED BY VERSALIFT	TERMS	OF YOUR PURCHASE ORDER AT	
		PHILPOTT MOTORS	
CHASSIS COST WHEN IT ARRIVES	NOTE		
AT VERSALIFT WOULD BE \$29,087.00	NOTE		
PLEASE SPECIFY ON YOUR ORDER	NOTE		

Total of C. Unpublished Options: \$ **(31,929.00)**

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles @ \$.93/mile \$ **-**

F. Total of A + B + C + D + E = F \$ **65,631.00**

G. Quantity Ordered 1 x F = \$ **65,631.00**

H. BUYBOARD Administrative Fee \$400.00 PER PURCHASE ORDER \$ **400.00**

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ **66,031.00**

J-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 7/23/07		Reviewed by Legal <i>wj</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head:	Karl Henry	Jimmy Foster	Executive Director	<i>[Signature]</i>	7/13/07
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	7/13/07
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Approval of the purchase of three (3) Toro #3300 Workman Utility Vehicles, one (1) Toro #3300 Workman Utility Vehicle with Rahn Ballfield Attachments, one (1) Toro #687 Aerator and one (1) Toro Goundmaster 580D in the amount of \$155,985.88 from Professional Turf Products through an existing contract/agreement Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#225-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		264,666	7,614,834	0	7,879,500
Encumbered/Expended Amount		-264,666	-7,081,861	0	-7,346,527
This Item		0	-155,985	0	-155,985
BALANCE		0	376,988	0	376,988
FUND(S) EQUIPMENT REPLACEMENT FUND & PARK IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2006-07 Equipment Replacement Budge & Park Improvement CIP. The balance of funds will be used for other equipment purchase and Park Improvement projects.					
STRATEGIC PLAN GOAL: Equipment replacement and new equipment purchases for park improvements relate to the City's Goal of "Premier City in Which to Live".					
SUMMARY OF ITEM					
Equipment Services request the purchase of three (3) Toro #3300 Workman Utility Vehicles are as follows: (2) for Dept 673/Golf Course Maint to replace units 70903 & 70978, Account 071-8421, Suppl 00071001 and (1) for Dept 648/Ground Maint. District #2 to replace 98202, Acct 071-8421, Suppl 00071001. Budgeted at \$24,000.00 each. One (1) Toro 687 Aerator for Dept 673/Golf Course Maintenance to replace unit 15503 from Account 071-8416. Suppl 00071001. Budgeted Amount \$4,500.00. One (1) Toro #3300 Workman with Rahn Ballfield Attachment and One (1) Toro Groundmaster 580-D, both as new additions for Dept 637/Athletic Field Maint. Funds approved by Rod Hogan from CIP Account 32-22336.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (Buyboard #225-05)					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Total purchase price of all six (6) units including service, set-up and delivery fees is \$155,985.88.

List of Supporting Documents:
Memo, Agenda, Vendor Quote Sheets

Other Departments, Boards, Commissions or Agencies

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MEMORANDUM

Date: June 11, 2007
To: Steve Tillman, Senior Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase three (3) Toro #3300 Workman Utility Vehicles, one (1) Toro #3300 Workman Utility Vehicle with Rahn Ballfield Attachment, one (1) Toro #687 Aerator and one (1) Toro Groundmaster 580D from Professional Turf Products through the Texas Association School Buyboard Program Contract #225-05.

ITEM #1: Three (3) Toro #3300 Workman Utility Vehicles are as follows: (2)-Dept 673/Golf Course Maint to replace units 70903 & 70978, Account 071-8421, Suppl 00071001 and (1) for Dept 648/Ground Maint. District #2 to replace 98202, Acct 071-8421, Suppl 00071001. Budgeted at \$24,000.00 per each.

Base Price:	17,492.97 x 3 =	\$52,478.91
Published Options:	2,433.55 x 3 =	\$ 7,300.65
Service, Set-up & Delivery:	531.67 x 3 =	<u>\$ 1,595.00</u>
TOTAL COST:		\$61,374.56

ITEM #2: One (1) Toro 687 Aerator for Dept 673/Golf Course Maintenance to replace unit 15503 from Account 071-8416. Suppl 00071001. Budgeted Amount \$4,500.00.

Base Price:		\$ 4,317.50
Published Option:	\$3.32 x 96 =	\$ 318.72
Service, Set-up & Delivery:		<u>\$ 140.00</u>
TOTAL COST:		\$ 4,776.22

ITEM #3: One (1) Toro #3300 Workman with Rahn Ballfield Attachment as new addition for Dept 637/ Athletic Field Maint, Account 071-8421. Approved funds from CIP Account 32-22336 by Rod Hogan.

Base Price:		\$17,492.97
Published Options:		\$ 5,193.40
Service, Set-up & Delivery:		\$ 675.00
Freight Charge:		<u>\$ 100.00</u>
TOTAL COST:		\$23,461.37

K-3

ITEM #4: One (1) Toro Groundmaster 580-D as new addition for Dept 637/Athletic Field Maint from Account 071-8416. Approved funds from CIP Account 32-22336 by Rod Hogan.

Base Price:	\$63,242.71
Published Options:	\$ 1,356.02
Service, Set-up & Delivery:	<u>\$ 1,775.00</u>
TOTAL COST:	\$66,373.73

TOTAL COST OF ALL 6 ITEMS: \$155,985.88

Please reference Requisition No. 904459.

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Mark Jerome
Karl Henry
Ed Voss
Eric Kroese
Butch Hartline
Diane Palmer
Stephen Teiper

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

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

Ordered 06/11/07 Freight
 Requested 06/11/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
TORO #3300 WORKMAN UTIL. VEH.	3	EA	17,492.9700	52,478.91	06/11/07

INVOICE TO FOLLOW
 REQUEST TO PURCHASE THREE (3)
 TORO #3300 WORKMAN UTILITY VEHICLES.
 ONE (1) TORO #3300 WORKMAN UTILITY
 VEHICLE WITH RAHN BALLFIELD ATTACHMENT.
 ONE (1) TORO #687 AERATOR AND ONE (1)
 TORO GROUNDMASTER 580D FROM
 PROFESSIONAL TURF PRODUCTS THROUGH
 THE TEXAS ASSOCIATION SCHOOL BUYBOARD
 PROGRAM CONTRACT #225.05.

~~~~~  
 ITEM 1.  
 THREE (3) TORO #3300 WORKMAN UTILITY VEHICLES ARE  
 AS FOLLOWS:  
 TWO (2) FOR DEPT. 673/GOLF COURSE MAINT. TO REPLACE  
 UNITS 70903 & 70908.  
 ACCOUNT 071.8421. SUPPLEMENT 00071001.  
 ONE (1) FOR DEPT. 648/GROUND MAINT. DISTRICT #2 TO  
 REPLACE 98202.  
 ACCOUNT 071.8421. SUPPLEMENT 00071001.  
 BUDGETED AT \$24,000.00 EACH.

|                   |   |    |            |          |          |
|-------------------|---|----|------------|----------|----------|
| PUBLISHED OPTIONS | 3 | EA | 2,433.5500 | 7,300.65 | 06/11/07 |
| INVOICE TO FOLLOW |   |    |            |          |          |

|                            |   |    |          |          |          |
|----------------------------|---|----|----------|----------|----------|
| SERVICE, SET-UP & DELIVERY | 3 | EA | 531.6700 | 1,595.01 | 06/11/07 |
| INVOICE TO FOLLOW          |   |    |          |          |          |

K5

CITY OF PLANO

06/15/07

Page - 2

| Description                                                                                                                                                                                                                                                                                           | Ordered | UOM | Unit Price  | P.O. Number<br>Extended Price | 904459<br>Request<br>Date | OR |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|-------------|-------------------------------|---------------------------|----|
| TORO 687 AERATOR<br>INVOICE TO FOLLOW<br>ITEM 2.<br>ONE (1) TORO 687 AERATOR FOR<br>DEPT. 673/GOLF COURSE MAINT.<br>TO REPLACE UNIT 15503.<br>ACCOUNT 071.8416. SUPPLEMENT 00071001.<br>BUDGETED AMOUNT \$4,500.00.                                                                                   | 1       | EA  | 4,317.5000  | 4,317.50                      | 06/11/07                  |    |
| PUBLISHED OPTIONS<br>INVOICE TO FOLLOW                                                                                                                                                                                                                                                                | 96      | EA  | 3.3200      | 318.72                        | 06/11/07                  |    |
| SERVICE, SET-UP & DELIVERY<br>INVOICE TO FOLLOW                                                                                                                                                                                                                                                       |         | EA  | .0000       | 140.00                        | 06/11/07                  |    |
| TORO #3300 WORKMAN W/BALLFIELD<br>INVOICE TO FOLLOW<br>ITEM 3.<br>ONE (1) TORO #3300 WORKMAN<br>WITH RAHN BALLFIELD ATTACHMENT<br>AS NEW ADDITION FOR DEPT. 637/<br>ATHLETIC FIELD MAINTENANCE.<br>ACCOUNT 071.8421.<br>APPROVED FUNDS FROM CIP ACCOUNT<br>32-22336 BY ROD HOGAN, EXECUTIVE DIRECTOR. | 1       | EA  | 17,492.9700 | 17,492.97                     | 06/11/07                  |    |
| PUBLISHED OPTIONS<br>INVOICE TO FOLLOW                                                                                                                                                                                                                                                                |         | EA  | 5,193.4000  | 5,193.40                      | 06/11/07                  |    |
| SERVICE, SET-UP & DELIVERY<br>INVOICE TO FOLLOW                                                                                                                                                                                                                                                       |         | EA  | 675.0000    | 675.00                        | 06/11/07                  |    |
| FREIGHT CHARGES<br>INVOICE TO FOLLOW<br>FREIGHT CHARGES FOR<br>RAHN BALLFIELD ATTACHMENT.                                                                                                                                                                                                             |         | EA  | .0000       | 100.00                        | 06/11/07                  |    |
| TORO GROUNDMASTER 580-D<br>INVOICE TO FOLLOW<br>ITEM 4.<br>ONE (1) TORO GROUNDMASTER 580-D                                                                                                                                                                                                            | 1       | EA  | 63,242.7100 | 63,242.71                     | 06/11/07                  |    |

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CITY OF PLANO

06/15/07

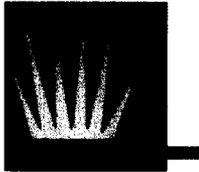
Page - 3

P.O. Number 904459 OR  
 Extended Price Request Date

| Description                                                                                                                                                            | Ordered | UOM | Unit Price | Extended Price     | Request Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|------------|--------------------|--------------|
| AS NEW ADDITION FOR DEPT. 637/<br>ATHLETIC FIELD MAINTENANCE.<br>ACCOUNT 071.8416.<br>APPROVED FUNDS FROM CIP<br>ACCOUNT 32-22336 BY ROD HOGAN,<br>EXECUTIVE DIRECTOR. |         |     |            |                    |              |
| PUBLISHED OPTIONS<br>INVOICE TO FOLLOW                                                                                                                                 |         | EA  | 1,356.0200 | 1,356.02           | 06/11/07     |
| SERVICE, SET-UP & DELIVERY<br>INVOICE TO FOLLOW                                                                                                                        |         | EA  | 1,775.0000 | 1,775.00           | 06/11/07     |
|                                                                                                                                                                        |         |     |            | <b>Total Order</b> |              |
| TermNet 30 Days                                                                                                                                                        |         |     |            | 155,985.89         |              |

K-7

Item #1



**PROFESSIONAL  
TURF PRODUCTS**

**THIS IS A BUYBOARD QUOTE**



**PROFESSIONAL TURF PRODUCTS**  
1010 N. Industrial Blvd. Euless, TX 76039  
Tel: 888-PRO-TURF Fax: 817-785-1901  
Visit us at [www.proturf.com](http://www.proturf.com)

**Bill to:**

**City of Plano**  
Attn: Gloria Marlow  
4200 W. Plano Pkwy.  
Plano, TX  
75093

**Sean Reynolds, Account Executive SF&G**  
817-785-1900 Ext. 5410 / Cell 817-875-5726

Work: 972-769-4182  
Cell: 972-816-6994

June 12, 2007

| QTY                                 | MODEL    | DESCRIPTION                    | BUYBOARD PRICE      |                     | PRICE               |
|-------------------------------------|----------|--------------------------------|---------------------|---------------------|---------------------|
|                                     |          |                                | FOR EACH            | BUYBOARD            | RETAIL              |
| <b>TORO HEAVY DUTY WORKMAN 3300</b> |          |                                |                     |                     |                     |
| 3                                   | 07362    | 3300 Liquid Cooled Diesel, 2wd | \$ 17,492.97        | \$ 52,478.91        | \$ 66,609.00        |
| 3                                   | 07228    | High Flow Hydraulics kit       | \$ 1,315.98         | \$ 3,947.94         | \$ 4,929.00         |
| 3                                   | 107-8004 | Remote Hydraulic Float Kit     | \$ 76.32            | \$ 228.96           | \$ 285.87           |
| 3                                   | 07332    | Canopy                         | \$ 649.58           | \$ 1,948.74         | \$ 2,433.00         |
| 3                                   | 07333    | Folding windshield             | \$ 391.67           | \$ 1,175.01         | \$ 1,467.00         |
| <b>SUBTOTAL</b>                     |          |                                | \$ 19,926.52        | \$ 59,779.56        | \$ 75,723.87        |
| Service, Set-up, and Delivery       |          |                                | \$ 531.67           | \$ 1,595.00         | \$ 1,595.00         |
| <b>TOTAL</b>                        |          |                                | <b>\$ 20,458.19</b> | <b>\$ 61,374.56</b> | <b>\$ 77,318.87</b> |

*Note: Price does not include sales tax  
Note: Equipment may have up to 5 hours*

**THIS IS A BUYBOARD QUOTE**

K-8



Item #3



**PROFESSIONAL**  
**TURF PRODUCTS**

**THIS IS A BUYBOARD QUOTE**



**PROFESSIONAL TURF PRODUCTS**  
1010 N. Industrial Blvd. Euless, TX 76039  
Tel: 888-PRO-TURF Fax: 817-785-1901  
Visit us at [www.proturf.com](http://www.proturf.com)

**Bill to:**

**City of Plano**  
Attn: Gloria Marlow  
4200 W. Plano Pkwy.  
Plano, TX  
75093

**Sean Reynolds, Account Executive SF&G**  
817-785-1900 Ext. 5410 / Cell 817-875-5726

Work: 972-769-4182  
Cell: 972-816-6994

June 12, 2007

| QTY                                        | MODEL         | DESCRIPTION                     | PRICE                  |                     |
|--------------------------------------------|---------------|---------------------------------|------------------------|---------------------|
| <b><u>TORO HEAVY DUTY WORKMAN 3300</u></b> |               |                                 | <b><u>BUYBOARD</u></b> |                     |
|                                            |               |                                 | <b><u>RETAIL</u></b>   |                     |
| 1                                          | 07362         | 3300 Liquid Cooled Diesel, 2wd  | \$ 17,492.97           | \$ 22,203.00        |
| 1                                          | 07419         | Rear PTO Kit                    | \$ 661.60              | \$ 826.00           |
| 1                                          | 92-2655       | Rear PTO Overrunning Clutch     | \$ 161.78              | \$ 201.98           |
| 1                                          | 07228         | High Flow Hydraulics kit        | \$ 1,315.98            | \$ 1,643.00         |
| 1                                          | 07332         | Canopy                          | \$ 649.58              | \$ 811.00           |
| 1                                          | 92-2670       | Rear View Mirror Kit            | \$ 80.09               | \$ 99.99            |
| 1                                          | 107-8003      | High Air Intake Kit             | \$ 95.37               | \$ 131.98           |
| 1                                          | TC GL650 L7-C | Rahn Groomer                    | \$ 2,229.00            | \$ 2,229.00         |
| 1                                          | RAHN FREIGHT  | <i>Freight for Rahn Groomer</i> | \$ 100.00              | \$ 100.00           |
| <b>SUBTOTAL</b>                            |               |                                 | <b>\$ 22,786.37</b>    | <b>\$ 28,145.95</b> |
| <b>Service, Set-up, and Delivery</b>       |               |                                 | <b>\$ 675.00</b>       | <b>\$ 675.00</b>    |

**TOTAL**      **\$ 23,461.37**      **\$ 28,920.95**

**THIS IS A BUYBOARD QUOTE**

*Note: Price does not include sales tax*

*Note: Equipment may have up to 5 hours*

K-10

Item #4



**PROFESSIONAL**  
**TURF PRODUCTS**

**THIS IS A BUYBOARD QUOTE**



**PROFESSIONAL TURF PRODUCTS**  
1010 N. Industrial Blvd. Euless, TX 76039  
Tel: 888-PRO-TURF Fax: 817-785-1901  
Visit us at [www.proturf.com](http://www.proturf.com)

**Bill to:**

**City of Plano**  
Attn: Gloria Marlow  
4200 W. Plano Pkwy.  
Plano, TX  
75093

**Sean Reynolds, Account Executive SF&G**  
817-785-1900 Ext. 5410 / Cell 817-875-5726

Work: 972-769-4182  
Cell: 972-816-6994

June 12, 2007

| <b>QTY</b>                           | <b>MODEL</b> | <b>DESCRIPTION</b>                    | <b>PRICE</b>               |                            |
|--------------------------------------|--------------|---------------------------------------|----------------------------|----------------------------|
|                                      |              | <b><u>TORO GOUNDSMASTER 580-D</u></b> | <b><u>BUYBOARD</u></b>     |                            |
|                                      |              |                                       | <b><u>RETAIL</u></b>       |                            |
| 1                                    | 30582        | Groundsmaster 580-D                   | \$ 63,242.71               | \$ 80,271.00               |
| 1                                    | 30359        | Universal Mount Sunshade              | \$ 467.76                  | \$ 584.00                  |
| 1                                    | 30613        | Road Package Kit                      | \$ 731.28                  | \$ 913.00                  |
| 1                                    | 108-1453     | Atomic Mulching Blades (11 Pack)      | \$ 156.98                  | \$ 195.99                  |
| <b>SUBTOTAL</b>                      |              |                                       | <b>\$ 64,598.73</b>        | <b>\$ 81,963.99</b>        |
| <b>Service, Set-up, and Delivery</b> |              |                                       | <b>\$ 1,775.00</b>         | <b>\$ 1,775.00</b>         |
| <b><u>TOTAL</u></b>                  |              |                                       | <b><u>\$ 66,373.73</u></b> | <b><u>\$ 83,738.99</u></b> |

**THIS IS A BUYBOARD QUOTE**

*Note: Price does not include sales tax*  
*Note: Equipment may have up to 5 hours*

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                       |                                  |                                    |                                         |                                         |                                         |
|---------------------------------------|----------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>      |                                  | Reviewed by Purchasing             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                                         |
| <input type="checkbox"/> Consent      | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date:                 | <b>7/23/07</b>                   |                                    | Reviewed by Legal <i>WJ</i>             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department:                           | Engineering                      |                                    | Initials                                | Date                                    |                                         |
| Department Head                       | Alan L. Upchurch                 |                                    | Executive Director                      | <i>[Signature]</i> 7/13/07              |                                         |
| Dept Signature:                       | <i>[Signature]</i>               |                                    | City Manager                            | <i>[Signature]</i> 7/13/07              |                                         |
| Agenda Coordinator (include phone #): | <b>Pegues (7198)</b> <i>WP</i>   |                                    | <b>(Project No. 5741)</b>               |                                         |                                         |

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

**CAPTION**

Approval of an Engineering Professional Services Agreement contract by and between the City and Teague, Nall, & Perkins, Inc., in the amount of \$397,472.00, for design engineering services for the Windhaven - Spring Creek Parkway to West City Limits project, and authorizing the City Manager or his designee to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

| FISCAL YEAR: <b>2006-07</b> | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS          |
|-----------------------------|--------------------------|-----------------|-----------------|-----------------|
| Budget                      | 0                        | 160,000         | 300,000         | <b>460,000</b>  |
| Encumbered/Expended Amount  | 0                        | -53,280         | 0               | <b>-53,280</b>  |
| This Item                   | 0                        | -397,472        | 0               | <b>-397,472</b> |
| <b>BALANCE</b>              | 0                        | -290,752        | 300,000         | <b>9,248</b>    |

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

**COMMENTS:** Funds are included in the Re-Estimated 2006-07 Street Improvement CIP for the Windhaven – City Limit to Spring Creek project. This item, in the amount of \$397,472, will be encumbered in the current year and carry forward into the cash allocations of 2007-08.

**STRATEGIC PLAN GOAL:** Engineering design services for street construction relate to the City's Goal of Safe, Efficient Travel.

**SUMMARY OF ITEM**

This agreement with Teague, Nall, & Perkins, Inc., is for engineering design for Windhaven from Spring Creek Parkway to West City Limits. The contract fee is for \$397,472.00 and is detailed as follows:

**Basic Services**

|                                                       |                     |
|-------------------------------------------------------|---------------------|
| <b>Design &amp; Right-of-Way Survey (TNP)</b>         | <b>\$ 36,455.00</b> |
| <b>Design Survey (HUB Consultant)</b>                 | <b>\$ 26,386.00</b> |
| <b>Environmental Document (HUB Consultant)</b>        | <b>\$ 36,338.00</b> |
| <b>Preliminary Design</b>                             | <b>\$173,718.00</b> |
| <b>Final Design</b>                                   | <b>\$ 76,345.00</b> |
| <b>Construction Administration</b>                    | <b>\$ 14,800.00</b> |
| <b>Construction Control Survey</b>                    | <b>\$ 1,390.00</b>  |
| <b>Right-of-Way Notes &amp; Exhibits (\$1,000 ea)</b> | <b>\$ 3,000.00</b>  |
| <b>Landscaping Irrigation (HUB Consultant)</b>        | <b>\$ 16,760.00</b> |
| <b>Street Lighting (Consultant)</b>                   | <b>\$ 12,280.00</b> |
| <b>Total Not To Exceed</b>                            | <b>\$397,472.00</b> |

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$3,600,000.

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

**WINDHAVEN PARKWAY  
(SPRING CREEK PARKWAY TO WEST CITY LIMIT)**

**PROJECT NO. 5741**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **TEAGUE, NALL AND PERKINS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

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

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

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### **III. Schedule of Work**

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

### **IV. DBE/HUB PARTICIPATION**

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

### **V. Compensation and Method of Payment**

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

### **VI. Information to be Provided by the City**

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

### **VII. Insurance**

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

### **VIII. Indemnity**

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

parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

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

#### **IX. Independent Contractor**

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

#### **X. Assignment and Subletting**

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

#### **XI. Audits and Records/Prohibited Interest**

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

from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

## **XII. Contract Termination**

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

## **XIII. Engineer's Opinion of Probable Construction Costs**

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

## **XIV. Ownership of Documents**

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

## **XV. Complete Contract**

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

## **XVI. Mailing of Notices**

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

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

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

Teague, Nall and Perkins, Inc.  
12160 N. Abrams Road, Suite 508  
Dallas, TX 75243  
Attn: Mark J. Holliday, Principal

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

## **XVII. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

TEAGUE, NALL AND PERKINS, INC.  
A TEXAS Corporation

DATE: 6-15-07

BY: Mark J. Holliday  
Mark J. Holliday  
PRINCIPAL

CITY OF PLANO, TEXAS

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

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

APPROVED AS TO FORM:

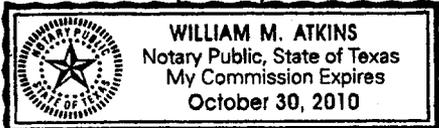
Diane C. Wetherbee  
Diane C. Wetherbee  
CITY ATTORNEY

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**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 15 day of June, 2007, by **MARK J. HOLLIDAY, PRINCIPAL of TEAGUE, NALL AND PERKINS, INC.,** a **TEXAS** corporation, on behalf of said corporation.



*William M. Atkins*  
\_\_\_\_\_  
Notary Public, State of Texas

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 municipal corporation.

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

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**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**WINDHAVEN PARKWAY**  
**(SPRING CREEK TO WEST CITY LIMITS)**  
**PROJECT NUMBER 5741**  
**CIP NUMBER 33-31194**

**PROJECT DESCRIPTION:**

1. Construction of all remaining through lanes for a six-lane divided thoroughfare within existing and additional right-of-way totaling 110-foot, between Spring Creek Parkway to the west city limits. Total length of the proposed road improvements is approximately 10,600 linear feet. Construction of left and right turn lanes in various locations is also included.
2. West of the Dallas North Tollway, the outside divided four lanes currently exist, and various East and West inside lanes will be designed/constructed.
3. From the Dallas North Tollway to Willow Bend, the outside two eastbound lanes currently exist. The westbound lanes and inside eastbound lanes will be designed/constructed, as will the westbound inside lane in front of the Avignon subdivision.
4. From Willow Bend to Spring Creek Parkway, the outside two westbound lanes currently exist, and the eastbound lanes and inside westbound lane will be designed/constructed.
5. Hydraulic evaluation of existing multi-barrel box culvert, and design for extension of culvert, detailed structural design of the headwall/retaining wall, to include rock facing and pedestrian railing.
6. Construction of new underground storm drain facilities within the roadway as necessary to accommodate roadway and adjacent development runoff. Extend limited amount of water main stubouts to adjacent properties.
7. Prepare environmental document in form of a Categorical Exclusion in accordance with TxDOT requirements. Hold a public hearing as required.
8. Prepare a Design Summary Report (DSR) to confirm project criteria and design standards between City and TxDOT.
9. Prepare Schematic design representative of agreed upon requirements, to include horizontal and vertical alignments, traffic data, pavement design, and utility coordination.
10. Prepare landscape and irrigation plans for medians per City Parks Department guidelines.
11. Construction of pedestrian sidewalks on the south side from Willow Bend to Spring Creek, 4' wide with passing zones every 200 feet.
12. Coordination with consultants and developers regarding design for adjacent properties and intersecting street improvements.

**BASIC SERVICES:**

**A. Research and Data Collection –**

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

**B. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Locate right-of-way and front property corners suitable to determine approximate right-of-way locations. Tie buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at cross street/intersections and driveways.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. Limits of survey shall extend into Spring Creek intersection and just beyond the City limit marker to allow for design of a safe transition and markings at the intersection and connection to the existing pavement.
9. Detail survey shall extend upstream and downstream of the existing culvert crossing, approximately 100 feet. In addition to bank top/toe/flowline data, trees greater than 6-inches in diameter shall be tied.

**C. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
3. Provide field survey of parcel boundaries only as necessary to accurately prepare required right-of-way documents for the proposed road expansion.

#### D. Preliminary Design –

1. Prepare Schematic Design in accordance with the agreed upon design standards identified in the DSR. Schematic shall provide horizontal and vertical data as required for City and TxDOT for review. City shall review schematic prior to submittal to TxDOT. TNP shall make necessary revisions to schematic based on review comments by City and TxDOT.
2. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 20'.
  - Paving plan & profile sheets for street improvements (show prop. top of curb and proposed ROW line). Scale 1"= 20'H; 1"=5'V.
  - Drainage area maps for street improvements. Scale 1"= 100'.
  - Storm drain improvement plan & profile sheets. Scale 1"= 20'H; 1"=5'V.
  - Culvert extension and headwall plan/profile sheets. Utilizing record drawing plans for the existing culvert, analyze capacity of culverts based on updated flows and City criteria.
  - Minor channel bank grading downstream of the culvert extension.
  - SWPPP sheets meeting TCEQ and City of Plano requirements. Scale 1"= 40'.
  - Landscape and irrigation plan sheets (landscaping with trees in medians as directed by the City Parks Dept.). Scale 1"= 40'.
  - Standard 4' sidewalk shall be provided as directed by City. Plans shall be submitted for TDLR review via submittal to City.
  - Final buttoning and signage plan sheets for all new and existing pavement lane configurations. Scale 1"= 40'.
  - Traffic signal plans –signal plans are not part of this contract.
  - Street lighting plans - Show location of existing and proposed street light bases, pull boxes and conduit.
  - Cross Section Sheets. 1"=20'H;1"=2'V. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
  - Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate horizontal information for the location of their facilities
4. Prepare outline of special technical specifications needed for project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit six (6) sets of preliminary plans and one (1) set of the outline of special technical specifications and preliminary statement of probable construction cost to the City for review. City will submit plans to TxDOT for review.
7. Meet with City of Plano staff to discuss comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

#### **E. Final Design –**

1. Revise preliminary plans incorporating review comments.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review. City will submit plans to TxDOT for review.
8. Incorporate final comments into the plans and bid documents.
9. Submit three (3) sets of final prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
11. Submit one (1) set of final prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

**F. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

**G. Construction Administration –**

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City when necessary.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**H. Construction Control Survey –**

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

**SPECIAL SERVICES:**

**A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
3. Prepared exhibits with the field notes first and drawings second. Both the field notes and the drawings shall be labeled as "Exhibit A". Each parcel shall be assigned its own separate parcel number.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way or permanent easements.

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**EXHIBIT "B"**  
**SCHEDULE OF WORK**  
**WINDHAVEN PARKWAY**  
**(SPRING CREEK PARKWAY TO WEST CITY LIMITS)**  
**PROJECT NUMBER 5741**  
**CIP NUMBER 33-31194**

Upon receipt of authorization to proceed from City, Engineer shall perform work as identified in Exhibit "A", Scope of Services in accordance with the attached schedule. All times shown are in working days, and includes approximate City/TxDOT review times. Schedule is subject to all review and approval times and processing.

Schedule of work for bid phase services shall be in accordance with times indicated in the Scope of Services as well as dates established by City and Engineer for bid time.

Schedule of work for construction administration shall coincide with construction schedule as established by contract between City and successful bidder for construction of all proposed improvements.



**EXHIBIT "C"**  
**COMPENSATION AND METHOD OF PAYMENT**  
**WINDHAVEN PARKWAY**  
**(SPRING CREEK PARKWAY TO WEST CITY LIMIT)**

**BASIC SERVICES:** Services rendered for Basic Services as itemized specifically in the attached Exhibit A, shall be billed monthly based on the Engineer's estimate of the percentage of work completed. The City of Plano agrees to pay the Engineer the following fees, itemized for reference purposes.

|                                            |                         |
|--------------------------------------------|-------------------------|
| Design and ROW Survey (TNP)                | \$36,455.00             |
| Design Survey (HUB subconsultant)          | \$26,386.00             |
| Environmental Document (HUB subconsultant) | \$36,338.00             |
| Preliminary Design                         | \$173,718.00            |
| Final Design                               | \$76,345.00             |
| Construction Administration                | \$14,800.00             |
| Construction Control Survey                | \$1,390.00              |
| ROW Notes and Exhibits (\$1,000 ea)        | \$3,000.00              |
| Landscape/Irrigation (HUB subconsultant)   | \$ 16,760.00            |
| Street Lighting (subconsultant)            | \$12,280.00             |
| <br>Total Fee To Be Paid                   | <br><b>\$397,472.00</b> |

**SPECIAL SERVICES:** Special Services shall be any service provided by the Engineer that is not specifically included in Basic Services as defined in Exhibit 'A'.

Special Services shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items. Examples of Special Services are shown below, but not limited to:

1. Full construction staking except as identified above.
2. Geotechnical investigations.
3. Traffic studies.
4. Signalization plans or design.
5. Tree mitigation plan.
6. Plat preparation preparation.
7. Design of sanitary sewer improvements.
8. Water system modeling.
9. FEMA modeling, reports, submittals, map revisions.
10. Corps of Engineers reports, submittals, permitting.

L-17

EXHIBIT C-1 - FEE PROPOSAL (TNP)

| Task No.                                            | Task Description                           | Principal | Proj Mgr | Struct. Eng | EIT (I/II) | Cadd Oper | Clerical | Total Labor |
|-----------------------------------------------------|--------------------------------------------|-----------|----------|-------------|------------|-----------|----------|-------------|
| <b>A Route and Design Studies</b>                   |                                            |           |          |             |            |           |          |             |
|                                                     | Develop Roadway Design Criteria            | 150.00    | 115.00   | 150.00      | 85.00      | 75.00     | 50.00    |             |
| 1                                                   | Preliminary Cost Estimate                  | 2         | 8        |             | 8          |           |          | \$1,900.00  |
| 2                                                   | Geometric Layout, Plan & Profile Schematic | 4         | 8        |             | 16         | 12        |          | \$3,780.00  |
| 3                                                   | Preliminary Typical Sections               | 20        | 32       |             | 120        | 130       |          | \$26,630.00 |
| 4                                                   | Preliminary Design Cross Sections          | 4         | 6        |             | 8          | 24        |          | \$3,770.00  |
| 5                                                   | Preliminary Construction Sequence          | 4         | 8        |             | 24         | 32        |          | \$5,960.00  |
| 6                                                   | R.O.W. Determination                       | 4         | 8        |             | 24         | 24        |          | \$5,360.00  |
| 7                                                   | Design Concept Conference                  | 2         | 4        |             | 4          | 4         |          | \$1,400.00  |
| 8                                                   | Task A Total                               | 8         | 4        |             |            |           |          | \$1,660.00  |
|                                                     |                                            | 48        | 78       | 0           | 204        | 226       | 0        | \$50,460.00 |
| <b>B Social, Eco., Env., and Public Involvement</b> |                                            |           |          |             |            |           |          |             |
| 1                                                   | Environmental Coordination                 | 8         | 12       |             |            |           |          | \$2,580.00  |
| 2                                                   | Attend Public Meetings and Hearing         | 12        | 8        |             |            |           |          | \$2,720.00  |
|                                                     | Task B Total                               | 20        | 20       | 0           | 0          | 0         | 0        | \$5,300.00  |

L-18

EXHIBIT C-1 - FEE PROPOSAL (TNP)

| Task No                          | Task Description                             | Principal | Proj Mgr   | Struct Eng | EIT / II   | Cadd Oper  | Clerical | Total Labor        |
|----------------------------------|----------------------------------------------|-----------|------------|------------|------------|------------|----------|--------------------|
| <b>C Roadway Design Controls</b> |                                              | 150.00    | 115.00     | 150.00     | 85.00      | 75.00      | 50.00    |                    |
| 1                                | Roadway Plan and Profile Sheets              | 30        | 60         |            | 130        | 140        |          | \$32,950.00        |
| 2                                | Driveway Profiles / Details / Summary        | 4         | 8          |            | 24         | 24         |          | \$5,360.00         |
| 3                                | Side Road Profiles / Details / Summary       | 4         | 8          |            | 24         | 24         |          | \$5,360.00         |
| 4                                | Miscellaneous Roadway Details                | 2         | 8          |            | 16         | 16         |          | \$3,780.00         |
| 5                                | Summary of Roadway Quantities                | 2         | 8          |            | 16         | 16         |          | \$3,780.00         |
| 6                                | Determine Cut and Fill                       | 2         | 8          |            | 16         | 16         |          | \$3,780.00         |
| 7                                | Assemble Applicable Standards                |           | 2          |            | 6          | 6          |          | \$1,190.00         |
| 8                                | Title Sheet and Index of Sheets              | 1         | 2          |            | 6          | 8          |          | \$1,490.00         |
| 9                                | Control Data Sheet                           | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
| 10                               | Typical Section Sheets                       | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
| 11                               | R.O.W. Marker Sheets                         | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
|                                  | <b>Task C Total</b>                          | <b>48</b> | <b>116</b> | <b>0</b>   | <b>262</b> | <b>298</b> | <b>0</b> | <b>\$65,160.00</b> |
| <b>D Drainage</b>                |                                              |           |            |            |            |            |          |                    |
| 1                                | Drainage Area Mapping                        | 6         | 6          |            | 24         | 16         |          | \$4,830.00         |
| 2                                | Calculate Discharges                         | 4         | 8          |            | 16         |            |          | \$2,880.00         |
| 3                                | Identify Easement Requirements               | 2         | 4          |            | 4          |            |          | \$1,100.00         |
| 4                                | Sub Area Mapping / Inlet Sizing              | 2         | 12         |            | 32         |            |          | \$4,400.00         |
| 5                                | Storm Sewer Sizing                           | 2         | 12         |            | 32         |            |          | \$4,400.00         |
| 6                                | Culvert Sizing                               | 2         | 4          |            | 8          |            |          | \$1,440.00         |
| 7                                | Storm Sewer Plan and Profile                 | 4         | 12         |            | 32         | 32         |          | \$7,100.00         |
| 8                                | Bridge Classification Culvert                | 8         | 16         | 32         | 16         | 24         |          | \$11,000.00        |
| 9                                | Special Inlet Details                        | 1         | 4          |            | 8          | 8          |          | \$1,890.00         |
| 10                               | Outfall Structure Details                    | 1         | 8          | 24         | 16         | 16         |          | \$7,230.00         |
| 11                               | Channel and Easement Grading                 | 1         | 4          |            | 8          | 24         |          | \$3,090.00         |
| 12                               | Miscellaneous Drainage Details               | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
| 13                               | Summary of Drainage Quantities               | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
| 14                               | Assemble Applicable Standards                |           | 4          |            | 8          | 7          |          | \$1,665.00         |
| 15                               | Storm Water Pollution Prevention Plan (SW3P) | 1         | 4          |            | 8          | 4          |          | \$1,590.00         |
| 16                               | Erosion Control Plan                         | 1         | 8          |            | 16         | 24         |          | \$4,230.00         |
| 17                               | Miscellaneous TCP and Erosion Details        | 1         | 4          |            | 8          | 16         |          | \$2,490.00         |
| 18                               | Assemble Applicable Standards                |           | 2          |            | 4          | 8          |          | \$1,170.00         |
|                                  | <b>Task D Total</b>                          | <b>38</b> | <b>120</b> | <b>56</b>  | <b>256</b> | <b>211</b> | <b>0</b> | <b>\$65,485.00</b> |

L-19

EXHIBIT C-1 - FEE PROPOSAL (TNP)

| Task No.                                    | Task Description                           | Principal | Proj. Mgr | Struct. Eng | EIT I/II | Cadd Oper | Clerical | Total Labor |
|---------------------------------------------|--------------------------------------------|-----------|-----------|-------------|----------|-----------|----------|-------------|
| <b>E Labor Rates</b>                        |                                            | 150.00    | 115.00    | 150.00      | 85.00    | 75.00     | 50.00    |             |
| <b>Signals, Markings and Signalization</b>  |                                            |           |           |             |          |           |          |             |
| 1                                           | Pvm't Markings Layouts                     | 2         | 4         |             | 8        | 16        |          | \$2,640.00  |
| 2                                           | Pavement Markings Details for Clarity      | 2         | 4         |             | 8        | 16        |          | \$2,640.00  |
| 3                                           | Pavement Markings Summary                  | 2         | 4         |             | 8        | 8         |          | \$2,040.00  |
| 4                                           | Small Sign Summary                         | 1         | 2         |             | 4        | 8         |          | \$1,320.00  |
| 5                                           | Assemble Standard Details                  |           | 2         |             | 4        | 8         |          | \$1,170.00  |
|                                             | <b>Task E Total</b>                        | 7         | 16        | 0           | 32       | 56        | 0        | \$9,810.00  |
| <b>F Miscellaneous (Roadway)</b>            |                                            |           |           |             |          |           |          |             |
| 1                                           | Traffic Control / Sequence of Work Layouts | 4         | 8         |             | 32       | 32        |          | \$6,640.00  |
| 2                                           | Traffic Control Typical Sections           | 1         | 2         |             | 8        | 12        |          | \$1,960.00  |
| 3                                           | Intersection Staging                       | 1         | 2         |             | 8        | 12        |          | \$1,960.00  |
| 4                                           | Driveway Staging                           | 1         | 2         |             | 6        | 8         |          | \$1,490.00  |
| 5                                           | Assemble Applicable Standards              |           | 2         |             | 4        | 4         |          | \$870.00    |
| 6                                           | Illumination                               |           | 2         |             | 2        |           |          | \$400.00    |
| 7                                           | Construction Cost Estimates                | 4         | 6         |             | 16       | 16        |          | \$3,850.00  |
| 8                                           | Construction Duration Estimate             | 2         | 2         |             | 4        |           |          | \$870.00    |
| 9                                           | General Notes & Specifications             | 8         | 16        |             | 32       | 8         | 24       | \$7,560.00  |
| 10                                          | Project Administration                     | 30        | 40        |             |          |           |          | \$9,100.00  |
| 11                                          | Progress/Coordination Meetings             | 32        | 32        |             | 16       | 8         |          | \$10,440.00 |
|                                             | <b>Task F Total</b>                        | 83        | 114       | 0           | 128      | 100       | 24       | \$45,140.00 |
| <b>G CONSTRUCTION SUPPORT (If Required)</b> |                                            |           |           |             |          |           |          |             |
| 1                                           | PreConstruction Meeting                    |           | 8         |             | 8        |           |          | \$1,600.00  |
| 2                                           | Shop Drawing Review                        |           | 8         |             | 16       |           |          | \$2,280.00  |
| 3                                           | General Construction Support               | 8         | 24        |             | 40       |           |          | \$7,360.00  |
| 4                                           | Prepare Change Orders                      | 4         | 8         |             | 24       |           |          | \$3,560.00  |
|                                             | <b>Task G Total</b>                        | 12        | 48        | 0           | 88       | 0         | 0        | \$14,800.00 |

L-20

EXHIBIT C-1 - FEE PROPOSAL (TNP)

| F                                  | DIRECT EXPENSES      | QUANTITY | UNITS | TOTAL               |
|------------------------------------|----------------------|----------|-------|---------------------|
| 1                                  | Copies (8.5 x 11)    | 2500     | Each  | \$250.00            |
| 2                                  | Copies (11 x 17)     | 500      | Each  | \$100.00            |
| 3                                  | Plots (11 x 17)      | 5000     | Each  | \$5,000.00          |
| 4                                  | Plots (22 x 34)      | 1000     | Each  | \$2,000.00          |
| 5                                  | Mylar (11 x 17)      | 300      | Each  | \$900.00            |
| 6                                  | Car Mileage          | 300      | Mile  | \$108.00            |
| 7                                  | Postage              |          |       | \$100.00            |
| 8                                  | Express Delivery     |          |       | \$250.00            |
|                                    | Direct Expense Total |          |       | \$8,708.00          |
| <b>TOTAL TNP FEE - ENGINEERING</b> |                      |          |       | <b>\$264,863.00</b> |

L-21

EXHIBIT C-1 - FEE PROPOSAL (TNP-SURVEY)

| Task No.                        | Task Description                            | Prof Mgr | RPLS | SIT | 2-Man Field (Std) | 1-Man Field (Robotic) | 2-Man Field (Robotic) | GPS | Total Labor        |
|---------------------------------|---------------------------------------------|----------|------|-----|-------------------|-----------------------|-----------------------|-----|--------------------|
| <b>A Field Surveying</b>        |                                             |          |      |     |                   |                       |                       |     |                    |
|                                 | Project Control (500' Intervals)            | 1        | 4    | 4   | 16                |                       |                       | 16  | \$3,045.00         |
| 1                               | Vertical Control (City of Plano Mounuments) |          |      | 4   | 10                |                       |                       |     | \$1,340.00         |
| 2                               | Search for Property Corners                 | 1        | 2    | 4   | 16                |                       |                       |     | \$2,325.00         |
| 3                               | Survey Property Corners                     | 1        | 1    | 2   | 16                |                       |                       | 10  | \$2,335.00         |
| 4                               | Set New Corners                             |          |      |     | 4                 |                       |                       | 4   | \$520.00           |
| 5                               | Topographic Design Survey                   | 2        | 3    | 8   |                   | 52                    | 16                    |     | \$7,770.00         |
| 6                               | Topographic Creek Survey                    | 1        | 2    | 2   |                   |                       | 30                    |     | \$3,855.00         |
| 7                               | Set Construction Control                    | 1        | 1    | 1   | 8                 |                       |                       | 8   | \$1,390.00         |
| 8                               | Task A Total                                | 7        | 13   | 25  | 70                | 52                    | 46                    | 38  | \$22,580.00        |
| <b>B Surveying Office Work</b>  |                                             |          |      |     |                   |                       |                       |     |                    |
| 1                               | Courthouse Research                         | 1        | 2    | 8   |                   |                       |                       |     | \$1,065.00         |
| 2                               | Deed Sketch                                 | 2        | 4    | 8   |                   |                       |                       |     | \$1,450.00         |
| 3                               | Field Data Reduction                        | 3        | 6    | 20  |                   |                       |                       |     | \$2,855.00         |
| 4                               | Boundary Analysis                           | 2        | 4    | 8   |                   |                       |                       |     | \$1,450.00         |
| 5                               | Base Map & Digital Terrain Model (DTM)      | 3        | 20   | 50  |                   |                       |                       |     | \$7,085.00         |
| 6                               | Site Inspection                             |          |      | 8   |                   |                       |                       |     | \$680.00           |
| 7                               | Final CAD                                   |          |      | 8   |                   |                       |                       |     | \$680.00           |
|                                 | Task B Total                                | 11       | 36   | 110 | 0                 | 0                     | 0                     | 0   | \$15,285.00        |
| <b>C Surveying ROW Exhibits</b> |                                             |          |      |     |                   |                       |                       |     |                    |
| 1                               | Field Notes & Exhibits (Total of 3 Parcels) |          |      |     |                   |                       |                       |     | \$3,000.00         |
| <b>TOTAL SURVEY (TNP)</b>       |                                             |          |      |     |                   |                       |                       |     | <b>\$40,845.00</b> |

L-22

EXHIBIT C-1 - FEE PROPOSAL (GORRONDONA ASSOCIATES - HUB)

| Task No.                                          | Task Description                 | Proj Mgr | RPLS      | SIT       | 2-Man Field (Std) | 1-Man Field (Robotic) | Total Labor        |
|---------------------------------------------------|----------------------------------|----------|-----------|-----------|-------------------|-----------------------|--------------------|
| Labor Rates                                       |                                  | 88.00    | 75.00     | 56.00     | 98.00             | 120.00                |                    |
| <b>Roadway Design Controls</b>                    |                                  |          |           |           |                   |                       |                    |
| 1                                                 | Project Control (500' Intervals) | 3        | 8         |           |                   | 50                    | \$6,864.00         |
| 2                                                 | Topographic Design Survey        | 2        | 5         |           | 90                | 38                    | \$13,931.00        |
| 3                                                 | Data Reduction & Base Map        | 2        | 5         | 90        |                   |                       | \$5,591.00         |
|                                                   | <b>Task A Total</b>              | <b>7</b> | <b>18</b> | <b>90</b> | <b>90</b>         | <b>88</b>             | <b>\$26,386.00</b> |
| <b>TOTAL SURVEY (GORRONDONA &amp; ASSOCIATES)</b> |                                  |          |           |           |                   |                       |                    |
|                                                   |                                  |          |           |           |                   |                       | <b>\$26,386.00</b> |

L-23

EXHIBIT C-1 - FEE PROPOSAL (ECOMM - HUB)

| Task No | Task Description                       | Prd Hrs   | Sr Biologist Ecologist | Staff Biologist Ecologist | Historical Architect | Historian | Sr. Archaeologist Investigator | Staff Archaeologist Crew Chief | Administrative Document Production | Critical  | Total Labor        |
|---------|----------------------------------------|-----------|------------------------|---------------------------|----------------------|-----------|--------------------------------|--------------------------------|------------------------------------|-----------|--------------------|
| A       | Environmental - Gatekeeper Exclosure   | 155.00    | 128.00                 | 57.00                     | 112.00               | 112.00    | 109.00                         | 58.00                          | 61.00                              | 42.00     |                    |
| 1       | Project Management                     | 12        | 4                      | 4                         | 2                    | 2         | 4                              |                                | 4                                  |           | \$2,104.00         |
| 2       | Scoping/Pre-Field                      |           |                        |                           |                      |           |                                |                                |                                    |           | \$1,784.00         |
| 3       | Field Visit                            |           | 8                      | 12                        | 12                   | 12        | 12                             | 20                             |                                    |           | \$3,440.00         |
| 4       | Preliminary Draft CE                   |           | 2                      | 4                         | 16                   | 16        | 6                              | 32                             | 16                                 | 5         | \$13,002.00        |
| 5       | Incorporate Comments                   |           | 2                      | 4                         | 4                    | 4         | 4                              | 4                              | 4                                  | 5         | \$1,976.00         |
| 6       | Draft CE                               |           | 2                      | 16                        | 2                    | 2         | 4                              | 4                              | 16                                 | 3         | \$3,928.00         |
| 7       | Incorporate Comments                   |           | 2                      | 8                         | 4                    | 4         |                                |                                | 4                                  |           | \$1,724.00         |
| 8       | Public Hearing                         |           | 8                      | 4                         | 4                    | 4         |                                |                                |                                    |           | \$1,920.00         |
| 9       | Final CE                               |           | 2                      | 4                         | 4                    | 2         | 2                              |                                | 16                                 |           | \$2,510.00         |
|         | <b>Task Totals</b>                     | <b>12</b> | <b>28</b>              | <b>100</b>                | <b>32</b>            | <b>20</b> | <b>20</b>                      | <b>64</b>                      | <b>60</b>                          | <b>10</b> | <b>\$30,318.00</b> |
|         | <b>Direct Expenses</b>                 |           |                        |                           |                      |           |                                |                                |                                    |           | <b>\$1,950.00</b>  |
|         | <b>TOTAL ECOMM FEE - ENVIRONMENTAL</b> |           |                        |                           |                      |           |                                |                                |                                    |           | <b>\$32,268.00</b> |

L-24

**EXHIBIT C-1 - FEE PROPOSAL (B+C LANDSCAPE ARCHITECTS & PLANNERS - HUB)**

| Task No. | Task Description                                  | Principal | Project Mgr | Landscape Architect/Irrigator | CADD/Technical | Clerical  | Total Labor        |
|----------|---------------------------------------------------|-----------|-------------|-------------------------------|----------------|-----------|--------------------|
| A        | Environmental - Categorical Exclusion             | 125.00    | 115.00      | 75.00                         | 55.00          | 45.00     |                    |
| 1        | Preliminary Landscape Plans                       | 4         | 8           | 18                            | 18             |           | \$3,760.00         |
| 2        | Preliminary Irrigation Plans                      | 3         | 4           | 10                            | 10             |           | \$2,135.00         |
| 3        | 90% Landscape Plans                               | 2         | 7           | 14                            | 16             |           | \$2,985.00         |
| 4        | 90% Irrigation Plans                              | 2         | 3           | 6                             | 20             |           | \$2,145.00         |
| 5        | Landscape & Irrigation Specifications             | 2         | 7           | 6                             | 6              | 10        | \$2,285.00         |
| 6        | Final Landscape & Irrigation Contract Documents   | 3         | 7           | 6                             | 14             | 6         | \$2,670.00         |
|          | <b>Task A Total</b>                               | <b>16</b> | <b>36</b>   | <b>60</b>                     | <b>84</b>      | <b>16</b> | <b>\$15,980.00</b> |
|          | Direct Expenses                                   |           |             |                               |                |           | \$780.00           |
|          | <b>TOTAL B+C FEE - LANDSCAPE &amp; IRRIGATION</b> |           |             |                               |                |           | <b>\$16,760.00</b> |

**EXHIBIT C-1 - FEE PROPOSAL (ROMINE, ROMINE & BURGESS, INC.)**

| Task No. | Task Description                                            | Principal | Project Engineer | Design Technician | GADD Technician | Clerical  | Total Labor        |
|----------|-------------------------------------------------------------|-----------|------------------|-------------------|-----------------|-----------|--------------------|
| A        | Street Lighting                                             | 120.00    | 115.00           | 80.00             | 60.00           | 40.00     |                    |
| 1        | Prepare Construction Documents                              | 20        | 40               | 45                | 20              | 12        | \$12,280.00        |
|          | <b>Task A Total</b>                                         | <b>20</b> | <b>40</b>        | <b>45</b>         | <b>20</b>       | <b>12</b> | <b>\$12,280.00</b> |
|          | <b>TOTAL ROMINE, ROMINE &amp; BURGESS - STREET LIGHTING</b> |           |                  |                   |                 |           | <b>\$12,280.00</b> |

L-25

EXHIBIT C-1 - FEE PROPOSAL SUMMARY

| Task No. | Task Description                  | HUB                | Non-HUB             |
|----------|-----------------------------------|--------------------|---------------------|
| 1        | TNP-Engineering                   |                    | \$264,863.00        |
| 2        | TNP-Surveying                     |                    | \$40,845.00         |
| 3        | Gorrondona-Surveying              | \$26,386.00        |                     |
| 4        | ECOMM-EA                          | \$36,338.00        |                     |
| 5        | B+C-Landscape & Irrigation        | \$16,760.00        |                     |
| 6        | Romine, Romine & Burgess-Lighting |                    | \$12,280.00         |
|          | <b>SubTotal</b>                   | <b>\$79,484.00</b> | <b>\$317,988.00</b> |
|          | <b>Total Fee</b>                  |                    | <b>\$397,472.00</b> |
|          | <b>%HUB</b>                       |                    | <b>20.00%</b>       |

L-26

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:  
 General Liability \_\_\_\_\_  
 Automobile Liability \_\_\_\_\_

Professional Liability \_\_\_\_\_

- 27. Liability policies are (indicate):

OCCURRENCE [  ]

CLAIMS MADE [  ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Agent (Print)

\_\_\_\_\_  
Name of Insured

\_\_\_\_\_  
Date

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Consultant

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF TEXAS

§  
§  
§

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

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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City of The Colony

Midway Road

Communications Pkwy

Dallas North Tollway

Parkwood Blvd

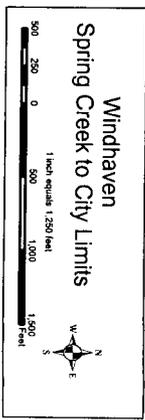
Spring Creek Parkway

Parker Road

Parkwood Blvd

Windhaven Lane

Willow Bend Drive



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## CITY OF PLANO COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |                                                    |                                         |                                         |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------|-----------------------------------------|-----------------------------------------|-----------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                            |                               | Reviewed by Purchasing                             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                 |
| <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                             |                               | Reviewed by Budget                                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                 |
| Council Meeting Date: <b>7/23/2007</b>                                                                                                                                                                                                                                                                                                                                                                                                      |                               | Reviewed by Legal <i>PM</i>                        | <input type="checkbox"/> Yes            | <input type="checkbox"/> Not Applicable |                 |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                 | Planning                      |                                                    | Initials                                | Date                                    |                 |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                                                             | Phyllis M. Jarrell, ext. 7435 | Executive Director                                 | <i>[Signature]</i>                      | <i>7/17/07</i>                          |                 |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                                                             | <i>P. Jarrell</i>             | City Manager                                       | <i>[Signature]</i>                      | <i>7/17/07</i>                          |                 |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                                                                                                                       |                               | <b>Lynn Trotter, ext. 7156</b>                     |                                         |                                         |                 |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                                                          |                               |                                                    |                                         |                                         |                 |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |                                                    |                                         |                                         |                 |
| Approval of contract to approve the terms and conditions of an agreement by and between the City of Plano and Environmental Systems Research Institute (ESRI) in the amount of \$29,826 to upgrade the City's Geographic Information System (GIS) Engineering Drawing As-Built imaging system to support the latest release of the City's GIS software and authorizing the City Manager or his designee to execute all necessary documents. |                               |                                                    |                                         |                                         |                 |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                                                    |                                         |                                         |                 |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP                                                                                                                                                                                                                                                                                 |                               |                                                    |                                         |                                         |                 |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>2006-2007</b>              | Prior Year<br>(CIP Only)                           | Current<br>Year                         | Future<br>Years                         | TOTALS          |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               | 0                                                  | 287,811                                 | 0                                       | <b>287,811</b>  |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | 0                                                  | -157,030                                | 0                                       | <b>-157,030</b> |
| This Item                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               | 0                                                  | -29,826                                 | 0                                       | <b>-29,826</b>  |
| BALANCE                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               | 0                                                  | 100,955                                 | 0                                       | <b>100,955</b>  |
| FUND(S): <b>GENERAL FUND</b>                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                                                    |                                         |                                         |                 |
| COMMENTS: Funds are included in the 2006-07 Planning Department budget. This item, in the amount of \$29,826, will leave a current year balance of \$100,955 to be used for other contractual professional services.                                                                                                                                                                                                                        |                               |                                                    |                                         |                                         |                 |
| STRATEGIC PLAN GOAL: Professional programming services for GIS relate to the City's Goal of "Service Excellence".                                                                                                                                                                                                                                                                                                                           |                               |                                                    |                                         |                                         |                 |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                                                    |                                         |                                         |                 |
| This item, in the amount of \$29,826, is a sole source vendor item as well as professional services in the amount of \$29,826. This item, for professional services, is to upgrade the City's Geographic Information System (GIS) Engineering Drawing As-Built imaging system to support the latest release of the City's GIS software. The original application was written by ESRI Professional Services.                                 |                               |                                                    |                                         |                                         |                 |
| List of Supporting Documents:                                                                                                                                                                                                                                                                                                                                                                                                               |                               | Other Departments, Boards, Commissions or Agencies |                                         |                                         |                 |
| ESRI Agreement No. 2006MPA4409                                                                                                                                                                                                                                                                                                                                                                                                              |                               |                                                    |                                         |                                         |                 |



**ESRI Agreement No. 2006MPA4409**

**Task Order No. 005**

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (ESRI), and The City of Plano (Licensee), and in accordance with Contract DIR-SDD-492, this Task Order authorizes delivery of the Scope of Work deliverables described below. The task order terms, schedule and start/stop date(s) are also identified below.

1. Scope of Work: ESRI will provide up to 16 labor hours of on-site Consulting Support at The City of Plano, TX offices. ESRI will also provide up to 93 hours of support from ESRI's Houston, TX facilities. The hours will be used to support the enhancements of the existing application. The focus of the support is for the following enhancements;
  1. Compatibility issues relating to ArcGIS upgrade from 9.1 to 9.2. (currently, the programs will not install on 9.2)
  2. Ability to select more than one image to be linked to a feature(s) in the linker form.
  3. Add a checkbox "All images for above Sub Number" to list all images of a Sub Number in the Linker Form instead of just the ones associated with the feature class that is activated. The user would have the choice of checking one or the other checkboxes. This would allow us to see and possibly link any other images needed for the selected feature.
  4. In the Linker Form, the Sub Number entry box needs to perform an exact search on what is entered by the user.
  5. Adding a Button/ Toll called "UnLinker"

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with ESRI during performance of this Task Order. Without cost to ESRI, Licensee shall provide, allow access to, or assist ESRI in obtaining all data ESRI requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: Time-and-Materials (T&M)
3. Total Task Order Not-to-Exceed Value: \$29,826
4. Delivery Schedule or Start/End Date(s) for Each Deliverable: 08/10/2007-12/31/2007
5. Special Considerations: None
6. ESRI Project Manager: Daniel Stone  
ESRI Senior Contract Administrator: Bill Kliewer

ACCEPTED AND AGREED:

CITY OF PLANO  
(Licensee)

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                       |                                  |                                    |                                         |                                         |                                         |
|---------------------------------------|----------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>      |                                  | Reviewed by Purchasing             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                                         |
| <input type="checkbox"/> Consent      | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>7/23/07</b>  |                                  | Reviewed by Legal                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                                         |
| Department:                           | Engineering                      |                                    | Initials                                | Date                                    |                                         |
| Department Head                       | Alan L. Upchurch                 |                                    | Executive Director                      | <i>[Signature]</i> 7/13/07              |                                         |
| Dept Signature:                       | <i>[Signature]</i>               |                                    | City Manager                            | <i>[Signature]</i> 7/13/07              |                                         |
| Agenda Coordinator (include phone #): |                                  | <b>Pegues (7198)</b>               | <b>(Project No. 5731)</b>               |                                         |                                         |

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

**CAPTION**

Approval of an Engineering Professional Services Agreement contract by and between the City and BW2 Engineers, Inc., in the amount of \$41,155.00, for engineering design services for the 2007 Alley Reconstruction project, and authorizing the City Manager or his designee to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

| FISCAL YEAR: <b>2006-07</b> | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS         |
|-----------------------------|--------------------------|-----------------|-----------------|----------------|
| Budget                      | 0                        | 40,000          | 250,000         | <b>290,000</b> |
| Encumbered/Expended Amount  | 0                        | 0               | 0               | <b>0</b>       |
| This Item                   | 0                        | -41,155         | 0               | <b>-41,155</b> |
| BALANCE                     | 0                        | -1,155          | 250,000         | <b>248,845</b> |

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

**COMMENTS:** Funds are included in the Re-Estimated 2006-07 Street Improvement CIP for the Alley Reconstruction project. This item, in the amount of \$41,155, will be encumbered in the current year and carry forward into the cash allocations of 2007-08.

**STRATEGIC PLAN GOAL:** Alley reconstruction relates to the City's Goal of Safe, Efficient Travel.

**SUMMARY OF ITEM**

This agreement with BW2 Engineers, Inc., is for engineering design for the 2007 Alley Reconstruction project. The contract fee is for \$41,155.00 and is detailed as follows:

|                             |                    |
|-----------------------------|--------------------|
| Survey                      | \$ 5,000.00        |
| Engineering Design          | \$32,905.00        |
| Construction Phase Services | \$ 2,500.00        |
| Reimbursables               | \$ 750.00          |
| <b>TOTAL</b>                | <b>\$41,155.00</b> |

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$426,569.00.

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

**2007 ALLEY RECONSTRUCTION  
PROJECT NO. 5731**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BW2 ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **2007 ALLEY RECONSTRUCTION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

**III. Schedule of Work**

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

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

#### **VII. Indemnity**

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

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

### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

## **XIII. Ownership of Documents**

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

## **XIV. Complete Contract**

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

## **XV. Mailing of Notices**

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

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

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

BW2 Engineers, Inc.  
1919 S. Shiloh Road, Suite 500  
Garland, Texas 75042  
Attn: Jim Waldbauer, P.E., Vice President

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

#### **XVI. Miscellaneous**

**A. Paragraph Headings:**

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

**B. Contract Interpretation:**

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

**C. Venue/Governing Law:**

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

**D. Successors and Assigns:**

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

**E. Severability:**

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

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F. Effective Date:

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

**SIGNED** on the date indicated below.

**BW2 ENGINEERS, INC.**  
A Texas Corporation

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

BY: \_\_\_\_\_  
Jim Waldbauer, P.E.  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

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

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STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **JIM WALDBAUER, P.E., VICE PRESIDENT** of **BW2 ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

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## EXHIBIT "A"

### SCOPE OF SERVICES

#### NEW PAVEMENT ALLEY RECONSTRUCTION(2007) PROJECT NUMBER 5731

#### PROJECT DESCRIPTION:

The design and preparation of construction plans for the replacement of the existing alley pavement, drive approaches, sidewalks and appurtenances along the following alleys within the City of Plano:

- Kathy Court Alley (from Primrose Lane north approximately 350 LF to alley tee) and Sanitary Sewer Main replacement.
- Briarwood Drive Alley (from Jupiter Road approximately 1466 LF to just east of Roanoke Drive).
- 14<sup>TH</sup> Street Alley (from Rigsbee Drive approximately 710 LF to 14<sup>th</sup> Street).

#### BASIC SERVICES:

##### A. Design Standards

1. This project shall be designed in accordance with the following:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

Sample Plan Set

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

**B. Research and Data Collection –**

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

**C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

**D. Right-of-way and Easement Requirements –**

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

**E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.

- Typical sections and detail sheets.
- Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 20'.
- Paving plan & profile sheets for street improvements. Scale 1"= 20'.
- Drainage area maps for street improvements. Scale 1"= 100'.
- Storm drain improvement plan & profile sheets. Scale 1"= 20'.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.

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

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

**F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans based on City design.
4. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).

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7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit 3 sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Submit three sets of final blue-line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

**G. Bid Phase Services –**

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

**H. Construction Administration –**

1. Provide written responses to requests for information or clarifications.
2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date).

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The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**I. Construction Control Survey –**

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

**SPECIAL SERVICES:**

**A. Right-of-Way and Easement Surveying –**

**B. Sanitary Sewer Extensions –**

**C. Geotechnical Services –**

**EXHIBIT "B"**  
**Schedule of Work**  
**For**  
**City of Plano**  
**ALLEY RECONSTRUCTION (2007)**  
**KATHY COURT ALLEY, BRIARWOOD ALLEY, 14TH STREET ALLEY**  
**PROJECT NUMBER 5731**

The following schedule is based on a Notice to Proceed by June 22, 2007. The schedule allows for a construction bid letting in November of 2007 and completion of construction in May of 2008.

| ID | TASK                                       | DURATION<br>(Working<br>Days) | DURATION<br>(Working<br>Weeks) | Scheduled<br>Finished<br>Date |
|----|--------------------------------------------|-------------------------------|--------------------------------|-------------------------------|
| 1  | Engineer's Notice to Proceed               | 0                             | 0                              | 6/22/2007                     |
| 2  | Research and Data Collection               | 10                            | 2                              | 7/9/2007                      |
| 3  | Field Survey                               | 10                            | 2                              | 7/23/2007                     |
| 4  | Preliminary Design (60%)                   | 20                            | 4                              | 8/20/2007                     |
| 5  | City's first Review                        | 10                            | 2                              | 9/3/2007                      |
| 6  | Final Design (95%)                         | 15                            | 3                              | 9/24/2007                     |
| 7  | City's Second Review                       | 10                            | 2                              | 10/8/2007                     |
| 8  | Revise Final Plans & Specifications (100%) | 5                             | 1                              | 10/15/2007                    |
| 9  | City's Final Review                        | 5                             | 1                              | 10/22/2007                    |
| 10 | Advertise for Bids & Receive Bids          | 20                            | 4                              | 11/19/2007                    |
| 11 | Recommend Award                            | 5                             | 1                              | 11/26/2007                    |
| 12 | Prepare Council Agenda & Award             | 15                            | 3                              | 12/17/2007                    |
| 13 | Prepare Contract                           | 10                            | 2                              | 12/31/2007                    |
| 14 | Schedule Pre-Construction Meeting          | 5                             | 1                              | 1/7/2008                      |
| 15 | Construction Notice to Proceed             | 5                             | 1                              | 1/14/2008                     |
| 16 | Construction                               | 80                            | 16                             | 5/5/2008                      |
| 17 | Schedule & Final Acceptance                | 5                             | 1                              | 5/12/2008                     |
|    | <b>TOTALS</b>                              | <b>230</b>                    | <b>46</b>                      |                               |

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**EXHIBIT "C"**  
**COMPENSATION and METHOD OF PAYMENT**  
**FOR**  
**ALLEY RECONSTRUCTION (2007)**  
**KATHY COURT ALLEY, BRIARWOOD ALLEY,**  
**AND 14<sup>TH</sup> STREET ALLEY**  
**PROJECT NUMBER 5731**

**A. COMPENSATION FOR BASIC SERVICES:**

For and in consideration of the services to be rendered by the Engineer, the City shall pay, and the Engineer shall receive the fees hereinafter set forth for the Preliminary, the Design, and the Construction Phases of the work.

The basis of the fee for performing the engineering services as described in EXHIBIT "A", is calculated from the per diem rate of the personnel's Direct Salary times a multiplier of 3.04, with reimbursement of all direct non-labor and subcontract expenses, plus a ten percent (10%) service charge.

The Engineer shall therefore be paid based on a per diem rate of the personnel's Direct Salary times a multiplier of 3.04, with reimbursement for direct non-labor and subcontract expenses, plus ten percent (10%) service charge.

Partial payments for services shall be made monthly in proportion to that part of the services, which have been accomplished, as evidenced by monthly statements submitted to the City. Final payment for services authorized and performed for each phase shall be due upon the completion of the services.

"Direct Salary" is defined as the cost of salaries of engineers, technicians, designers, stenographers, surveyors, clerks, labors, etc., for time directly chargeable to the project, without the cost of social security contributions, unemployment excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

"Subcontract Expense" is that incurred by the Engineer in employment of consultants in specialized fields and outside firms for services in the nature of foundation borings and soil testing, surveying, aerial photography, materials testing, and similar services.

"Direct Non-Labor Expense" for any assignment is that incurred by the Engineer for supplies, transportation, equipment, travel, communications, subsistence and lodging away from home, and similar incidentals in connection with that assignment.

The projected total fee for the Basic Design Phase services is based on 9.4% of the projected Opinion of Probable Construction Cost of approximately \$426,569. The projected Basic Design Fee, including the Basic Survey, shall not exceed \$ 40,405.00 without authorization from the City of Plano.

**B. SPECIAL SERVICES: (If Requested by the City)**

If authorized in writing by the City, the Engineer shall furnish other services or tasks in addition to the scope of Basic Services proposed herein. For performing these special services, the Engineer shall be paid on a monthly billing basis at a per diem rate of the personnel's Direct Salary times a multiplier of 3.04, with the reimbursement of all direct non-labor and subcontract expenses at the invoice cost, plus a ten percent (10%) service charge.

**C. SUMMARY OF COSTS**

**Basic Services**

**Alley Reconstruction Project**

|                                                                                                                        |                     |
|------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Basic Engineering Services<br>(including research, preliminary design, and final design)                            | \$ 32,905.00        |
| 2. Basic Construction Services<br>(including bid-phase, construction administration services,<br>and "as-built" plans) | \$ 2,500.00         |
| 3. Basic Survey Services                                                                                               | \$ 5,000.00         |
| 4. Reimbursable Expenses                                                                                               | \$ 750.00           |
|                                                                                                                        | <hr/>               |
| <b>TOTAL FEES</b>                                                                                                      | <b>\$ 41,155.00</b> |

**Opinion of Probable Construction Cost  
BW2 Engineers, Inc.**

**2007 Alley Reconstruction  
City of Plano**

**City of Plano Project No. 5731**

**Kathy Court Alley**

05/07/07

|    |                                                    |    |     |                   |                     |
|----|----------------------------------------------------|----|-----|-------------------|---------------------|
| 1  | Mobilization, Bonds & Insurance                    | LS | 1   | \$6,800.00        | \$6,800.00          |
| 2  | Full Depth Sawcut                                  | LF | 255 | \$3.00            | \$765.00            |
| 3  | Unclassified Excavation                            | CY | 70  | \$8.00            | \$560.00            |
| 4  | Remove and Dispose of Ex. Manhole                  | EA | 1   | \$700.00          | \$700.00            |
| 5  | Remove Existing Concrete Pavement                  | SY | 870 | \$12.00           | \$10,440.00         |
| 6  | Remove Existing Concrete Sidewalk                  | SF | 40  | \$1.50            | \$60.00             |
| 7  | 6" Class 'C' Reinforced Concrete Driveway Pavement | SY | 220 | \$40.00           | \$8,800.00          |
| 8  | 6" Class 'C' Reinforced Concrete Alley Pavement    | SY | 650 | \$50.00           | \$32,500.00         |
| 9  | 4" Class 'A' Concrete Sidewalk                     | SF | 40  | \$5.00            | \$200.00            |
| 10 | Construct 4' Sanitary Sewer Manhole                | EA | 1   | \$2,500.00        | \$2,500.00          |
| 11 | Install 6" PVC Cleanout                            | EA | 1   | \$50.00           | \$50.00             |
| 12 | Remove and Replace Sanitary Double Cleanout        | EA | 10  | \$850.00          | \$8,500.00          |
| 13 | 8" PVC (SDR 35) Sanitary Sewer                     | LF | 360 | \$50.00           | \$18,000.00         |
| 14 | 4" Sanitary Sewer Service                          | EA | 9   | \$500.00          | \$4,500.00          |
| 15 | 4" Sanitary Sewer Service Reconnect                | EA | 9   | \$400.00          | \$3,600.00          |
| 16 | 4" Topsoil                                         | SY | 160 | \$10.00           | \$1,600.00          |
| 17 | Block Sodding                                      | SY | 160 | \$5.00            | \$800.00            |
| 18 | Erosion Control                                    | LS | 1   | \$3,000.00        | \$3,000.00          |
| 19 | Traffic Control                                    | LS | 1   | \$2,000.00        | \$2,000.00          |
| 20 | Trench Safety                                      | LF | 360 | \$3.00            | \$1,080.00          |
| 21 | Site Cleanup                                       | LS | 1   | \$2,000.00        | \$2,000.00          |
|    |                                                    |    |     | <b>Sub-Total:</b> | <b>\$108,455.00</b> |

**Briarwood Drive Alley, Jupiter Road to East of Roanoke Dr.**

05/07/07

|    |                                                    |    |      |                   |                     |
|----|----------------------------------------------------|----|------|-------------------|---------------------|
| 1  | Mobilization, Bonds & Insurance                    | LS | 1    | \$11,300.00       | \$11,300.00         |
| 2  | Full Depth Sawcut                                  | LF | 690  | \$3.00            | \$2,070.00          |
| 3  | Unclassified Excavation                            | CY | 180  | \$8.00            | \$1,440.00          |
| 4  | Remove Existing Concrete Pavement                  | SY | 2350 | \$12.00           | \$28,200.00         |
| 5  | Remove Existing Concrete Sidewalk                  | SF | 40   | \$1.50            | \$60.00             |
| 6  | 6" Class 'C' Reinforced Concrete Driveway Pavement | SY | 700  | \$40.00           | \$28,000.00         |
| 7  | 6" Class 'C' Reinforced Concrete Alley Pavement    | SY | 1650 | \$50.00           | \$82,500.00         |
| 8  | 4" Class 'A' Concrete Sidewalk                     | SF | 40   | \$5.00            | \$200.00            |
| 9  | Adjust Sanitary Sewer Manhole                      | EA | 1    | \$800.00          | \$800.00            |
| 10 | Adjust Sanitary Sewer Cleanout                     | EA | 1    | \$750.00          | \$750.00            |
| 11 | Remove and Replace Existing Curb Inlet Top         | LS | 1    | \$5,000.00        | \$5,000.00          |
| 12 | 4" Topsoil                                         | SY | 660  | \$10.00           | \$6,600.00          |
| 13 | Block Sodding                                      | SY | 660  | \$5.00            | \$3,300.00          |
| 14 | Erosion Control                                    | LS | 1    | \$3,000.00        | \$3,000.00          |
| 15 | Traffic Control                                    | LS | 1    | \$2,000.00        | \$2,000.00          |
| 16 | Site Cleanup                                       | LS | 1    | \$3,500.00        | \$3,500.00          |
|    |                                                    |    |      | <b>Sub-Total:</b> | <b>\$178,720.00</b> |

**Opinion of Probable Construction Cost  
BW2 Engineers, Inc.**

**2007 Alley Reconstruction  
City of Plano**

**City of Plano Project No. 5731**

**14th Street Alley, Rigsbee Dr. to 14th St.**

05/07/07



|    |                                                    |    |     |            |             |
|----|----------------------------------------------------|----|-----|------------|-------------|
| 1  | Mobilization, Bonds & Insurance                    | LS | 1   | \$5,200.00 | \$5,200.00  |
| 2  | Full Depth Sawcut                                  | LF | 740 | \$3.00     | \$2,220.00  |
| 3  | Unclassified Excavation                            | CY | 90  | \$8.00     | \$720.00    |
| 4  | Remove Existing Concrete Pavement                  | SY | 880 | \$12.00    | \$10,560.00 |
| 5  | Remove Existing Concrete Sidewalk                  | SF | 40  | \$1.50     | \$60.00     |
| 6  | 6" Class 'C' Reinforced Concrete Driveway Pavement | SY | 90  | \$40.00    | \$3,600.00  |
| 7  | 6" Class 'C' Reinforced Concrete Alley Pavement    | SY | 790 | \$50.00    | \$39,500.00 |
| 8  | 6" Class 'C' Concrete Integral Curb                | LF | 630 | \$7.50     | \$4,725.00  |
| 9  | 4" Class 'A' Concrete Sidewalk                     | SF | 80  | \$5.00     | \$400.00    |
| 10 | Adjust Sanitary Sewer Manhole                      | EA | 2   | \$800.00   | \$1,600.00  |
| 11 | Adjust Water Valve Cover                           | EA | 1   | \$750.00   | \$750.00    |
| 12 | Remove and replace fire lane pavement marking      | LF | 560 | \$2.00     | \$1,120.00  |
| 13 | Remove and replace asphalt speed bumps             | LF | 50  | \$20.00    | \$1,000.00  |
| 14 | 4" Topsoil                                         | SY | 320 | \$10.00    | \$3,200.00  |
| 15 | Block Sodding                                      | SY | 320 | \$5.00     | \$1,600.00  |
| 16 | Erosion Control                                    | LS | 1   | \$3,000.00 | \$3,000.00  |
| 17 | Traffic Control                                    | LS | 1   | \$2,000.00 | \$2,000.00  |
| 18 | Site Cleanup                                       | LS | 1   | \$2,500.00 | \$2,500.00  |

*Sub-Total:* \$83,755.00

|                                 |                     |
|---------------------------------|---------------------|
| <b>Sub Total (all alleys):</b>  | <b>\$370,930.00</b> |
| <b>Contingency (15%):</b>       | <b>\$55,639.50</b>  |
| <b>Total Construction Cost:</b> | <b>\$426,569.50</b> |

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**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

- 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

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

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

2.2 Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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

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

**INSURANCE AGENT'S STATEMENT**

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

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

Full limits of coverage available for:  
 General Liability \_\_\_\_\_ Professional Liability \_\_\_\_\_  
 Automobile Liability \_\_\_\_\_

27. Liability policies are (indicate):

|                         |                 |
|-------------------------|-----------------|
| OCCURRENCE [ ]          | CLAIMS MADE [ ] |
| Signature               | Date            |
| Insurance Agent (Print) |                 |
| Name of Insured         |                 |
| Date                    |                 |

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of **BW2 ENGINEERS, INC.** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

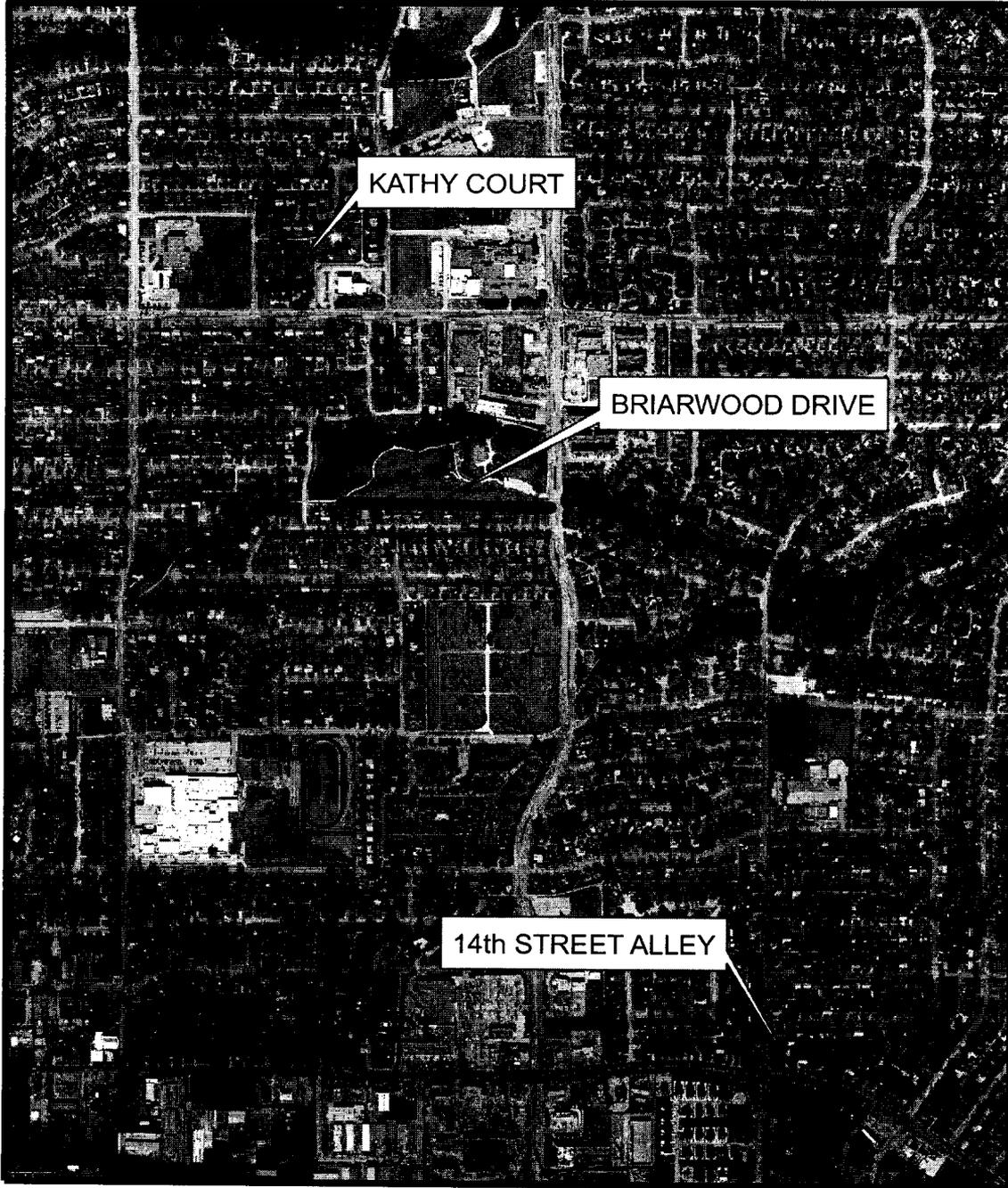
STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

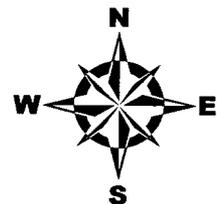
\_\_\_\_\_  
Notary Public, State of Texas

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# ALLEY RECONSTRUCTION(2007)



**CITY OF PLANO COMMUNITY INVESTMENT PROJECT**



1,200 600 0 1,200 Feet



N-25





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$2,000,000.

List of Supporting Documents:  
Engineering Services Agreement  
Location Map

Other Departments, Boards, Commissions or Agencies  
N/A

**CHAPARRAL – AVENUE K TO EAST CITY LIMITS  
PROJECT NO. 5791**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **CHAPARRAL – AVENUE K TO EAST CITY LIMITS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

**III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

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

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

#### **VII. Indemnity**

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

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

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

### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

## **XV. Mailing of Notices**

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

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

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

PBS&J  
18383 Preston Road, Suite 110  
Dallas, Texas 75252  
Attn: Ted B. Sugg, P.E., Sr. Project Manager

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

**SIGNED** on the date indicated below.

**PBS&J**  
A FLORIDA Corporation, licensed to do  
business in the State of Texas

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

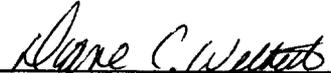
BY: \_\_\_\_\_  
Jerry Ramos, P.E.  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

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

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**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
                                          **§**  
**COUNTY OF DALLAS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **JERRY RAMOS, P.E., VICE PRESIDENT of PBS&J**, a **FLORIDA** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

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**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**CHAPARRAL - AVENUE K TO EAST CITY LIMITS**  
**CIP NUMBER 5791**

**PROJECT DESCRIPTION:**

The project consists of the widening of Chaparral Road from SH-5 to approximately 600 feet west of the end of the existing Chaparral Road (near the City Limits) to the ultimate 6-lane divided thoroughfare. The project will include the addition of approximately 3,300 LF of new 3 lane pavement located south of the existing 3 lanes and the addition of approximately 2,800 LF of 1 lane pavement to be added in the median of the existing pavement located on the south side of the roadway. The project also includes modification and addition to the storm drainage systems, modifications to existing traffic signals, and minor water / waste water appurtance modifications.

**BASIC SERVICES:**

**A. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Meet with City of Allen staff to coordinate project construction and other issues that may have an impact across municipal boundaries.

**B. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger (by surveyors), edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, TXU Gas, AT&T Broadband, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will not be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

**C. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
3. Prepare a right-of-way strip map for the project at a scale of 1" = 100'. The map shall show the proposed roadway alignment, the proposed right-of-way, the proposed right-of-way parcels to be acquired, the property owner's name and property recording information (deed book and page or plat) for each parcel needed. Other information to be shown includes tax map information, survey abstract information, City limits, County lines and street address of each parcel.

**D. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 40'.
  - Paving plan & profile sheets for street improvements. Show existing and proposed top of curb when doing pavement repair or rehabilitation. Scale 1"= 40'.
  - Drainage area maps for street improvements. Scale 1"= 100'.
  - Storm drain improvement plan & profile sheets. Scale 1"= 40'.
  - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
  - Final buttoning and signage plan sheets. Scale 1"= 40'.
  - Traffic signal plans. Scale 1"= 40'.

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

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information (record drawings only) for the location of their facilities. Submit copies of correspondence to the City for its records.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

5. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

**E. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Take off final construction quantities and prepare final construction cost estimates.
8. Submit one set of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid documents.
10. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
12. It is assumed that there will be no retaining walls, sidewalks, or offsite drainage design required for this project.

**F. Bid Phase Services –**

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

8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

**G. Construction Administration –**

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.
3. Provide monthly site visits by the design engineer with a written inspection report submitted to the City for each visit. (8 visits total)
4. Provide written responses to requests for information or clarifications.
5. Prepare and process change orders in accordance with City of Plano format.
6. Assist the City staff in conducting the final inspection.
7. Recommend final acceptance of work when acceptable.
8. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**H. Construction Control Survey –**

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

**SPECIAL SERVICES:**

**A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for slope easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

**B. Waterline Extensions –**

1. Provide plan and profile sheets for the extension of 1000 LF of waterline including details for connection to existing line, location of water valves, and other appurtances.

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**EXHIBIT "B"**  
**SCHEDULE OF WORK**

| Activity                                                                       | Duration<br>(working/calendar days) |
|--------------------------------------------------------------------------------|-------------------------------------|
| Notice to Proceed                                                              | 0                                   |
| Survey, Conceptual and Preliminary Design*                                     | 75                                  |
| City First Review                                                              | 15-20                               |
| Final Design & Preparation of Special Conditions and Technical Specifications* | 25                                  |
| City Second Review                                                             | 15-20                               |
| Revise Final Plans & Specifications*                                           | 10                                  |
| City Final Review                                                              | 5                                   |
| Assemble Bid Documents                                                         | 5                                   |
| Advertise for Bids                                                             | 12                                  |
| Receive Bids                                                                   | 0                                   |
| Research Bidder(s) and Prepare Recommendation                                  | 4                                   |
| Prepare City Council Agenda                                                    | 20                                  |
| Council Award                                                                  | 0                                   |
| Prepare & Execute Contract                                                     | 30                                  |
| Schedule Preconstruction Meeting                                               | 7                                   |
| Notice to Proceed                                                              | 10                                  |
| Construction*                                                                  | 180                                 |

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

## EXHIBIT "C"

### COMPENSATION AND METHOD OF PAYMENT

For all professional engineering services included in EXHIBIT "A", Scope of Services, the CITY agrees to pay the ENGINEER on a reimbursable basis. The total amount of the Contract shall not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. We recommend that the CITY budget the following:

|                                                 |                  |
|-------------------------------------------------|------------------|
| <b>Basic Services</b>                           |                  |
| Design Survey                                   | \$35,374         |
| Right of Way Map                                | \$7,579          |
| Preliminary Design                              | \$76,030         |
| Final Design                                    | \$54,248         |
| Bid Phase Services                              | \$14,673         |
| Printing & Miscellaneous Expenses               | \$8,787          |
| Construction Phase Services                     | \$23,170         |
| Construction Control Survey                     | \$2,078          |
| <b>Total Not To Exceed</b>                      | <b>\$221,938</b> |
| <br>                                            |                  |
| <b>Special Services</b>                         |                  |
| Right of Way Metes & Bounds, (4 @ \$2,185 Each) | \$8,740          |
| Easement Metes & Bounds, (2 @ \$1,265 Each)     | \$2,530          |
| Water Line Extension                            | \$5,898          |
| <b>Total Special Services</b>                   | <b>\$17,168</b>  |
| <br>                                            |                  |
| <b>Project Total</b>                            | <b>\$239,107</b> |

The CITY shall compensate the ENGINEER for the various items listed above on a reimbursable basis, where the total contract amount may not be exceeded without an amendment, task budget may be exceeded with any notification of the CITY.

Monthly statements for reimbursable services will be based upon time directly chargeable to the project by the various types of individuals employed by the ENGINEER in accordance with the rate schedule in effect at the time of the services. ENGINEER may revise the rate schedule on January 1 of each year. The current rate schedule is attached.

Monthly statements for reimbursable services performed by subconsultants will be based upon the actual cost to the ENGINEER plus fifteen percent (15%).

Direct reimbursable expenses for services such as express mail, fees, out-of town mileage (trips in excess of 100 miles) and other direct expenses that are incurred during the progress of the project will be billed at 1.15 times the ENGINEER'S cost.

An amount equal to six percent (6%) of the ENGINEER'S labor fee will be added to each invoice to cover certain other direct expenses such as in-house duplicating and blueprinting, facsimile, local mileage, telephone, postage, and word processing computer time.

END OF EXHIBIT C

**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

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

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

2.2 Professional Errors and Omissions

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

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

O-20

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:  
 General Liability \_\_\_\_\_  
 Automobile Liability \_\_\_\_\_

Professional Liability \_\_\_\_\_

- 27. Liability policies are (indicate):

OCCURRENCE [ ]

CLAIMS MADE [ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Agent (Print)

\_\_\_\_\_  
Name of Insured

\_\_\_\_\_  
Date

0-22

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Consultant

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

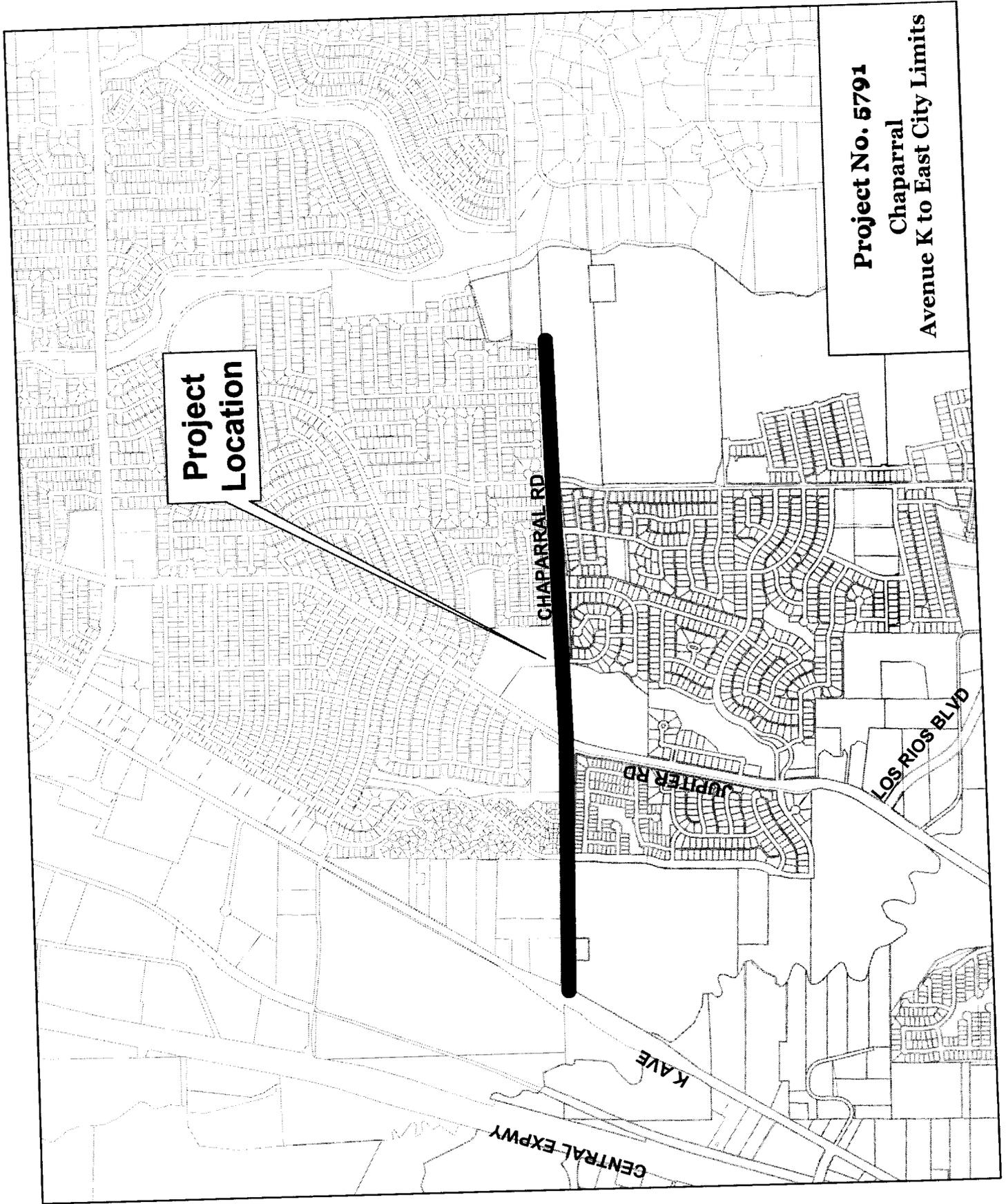
\_\_\_\_\_  
Date

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

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

0-23



**Project No. 5791**  
Chaparral  
Avenue K to East City Limits



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          | Reviewed by Purchasing                                    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                                               |                          | Reviewed by Budget                                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>7/23/07</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          | Reviewed by Legal <i>WS</i>                               | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Engineering              | Initials                                                  | Date                                    |                                         |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Alan L. Upchurch         | Executive Director                                        | <i>[Signature]</i>                      | 7/18/07                                 |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <i>[Signature]</i>       | City Manager                                              | <i>[Signature]</i>                      | 7/13/07                                 |
| Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <i>[Signature]</i>                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                           |                                         |                                         |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                                                                                                                 |                          |                                                           |                                         |                                         |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                                           |                                         |                                         |
| Approving an agreement with Oncor Electric Delivery for the installation of street lights and appurtenances in Dominion Parkway from Hedgcoxe Road to Parkwood Boulevard, in the amount of \$86,505.32; authorizing the City Manager, or in his absence an Executive Director, to execute the agreement.                                                                                                                                                                                           |                          |                                                           |                                         |                                         |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                           |                                         |                                         |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP                                                                                                                                                                                                                                                                                                                                        |                          |                                                           |                                         |                                         |
| FISCAL YEAR: <b>2006-07</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Prior Year<br>(CIP Only) | Current<br>Year                                           | Future<br>Years                         | TOTALS                                  |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6,130                    | 1,994,000                                                 | 0                                       | <b>2,000,130</b>                        |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | -6,130                   | -1,777,302                                                | 0                                       | <b>-1,783,432</b>                       |
| This Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0                        | -86,505                                                   | 0                                       | <b>-86,505</b>                          |
| BALANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>0</b>                 | <b>130,193</b>                                            | <b>0</b>                                | <b>130,193</b>                          |
| FUND(S): <b>STREET IMPROVEMENT CIP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                           |                                         |                                         |
| COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP. This item, in the amount of \$86,505, will leave a current year balance of \$130,193 for the Dominion Parkway – Headquarters to Hedgcoxe project.                                                                                                                                                                                                                                                                 |                          |                                                           |                                         |                                         |
| STRATEGIC PLAN GOAL: Installation of street lights relates to the City's Goal of Safe, Efficient Travel.                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                           |                                         |                                         |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                           |                                         |                                         |
| The staff has obtained cost estimates from Oncor and CoServ to provide street lighting in Dominion Parkway. Oncor provided the lowest cost estimate of \$86,505.32, as identified in the attached agreement. Because the area has underground utilities, a switchgear, transformer and relay are required to service the street lights. The agreement provides for the installation of rectangular street lights on square poles per our agreement with EDS to install decorative street lighting. |                          |                                                           |                                         |                                         |
| List of Supporting Documents:<br>Agreement for Street Lighting Service<br>Location Map                                                                                                                                                                                                                                                                                                                                                                                                             |                          | Other Departments, Boards, Commissions or Agencies<br>N/A |                                         |                                         |

**AGREEMENT FOR STREET LIGHTING SERVICE  
WR NUMBER 2876585 – DOMINION PARKWAY**

City of Plano, Texas (“City”) and Oncor Electric Delivery (“Company”)

City requests and authorizes Company to provide street lighting as follows below and on sketch(s) attached hereto and made a part hereof.

Actions: Addition  Removal

| Action | Quantity | Wattage | Light Source | Rate Schedule/<br>Group | Identifying<br>Luminaire/Pole Type | Location Address, etc.)<br>(See Attached Sketch) |
|--------|----------|---------|--------------|-------------------------|------------------------------------|--------------------------------------------------|
| A      | 2        | 250     | HPS          | A&B                     | Rectangle /<br>30' Square Pole     | WP01 3975054 / 3710319                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP02 3975172 / 3710162                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP03 3975313 / 3710025                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP04 3975480 / 3709917                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP05 3975664 / 3709840                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP06 3975862 / 3709798                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP07 3976060 / 3709788                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP08 3976259 / 3709769                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP09 3976455 / 3709624                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP10 3976642 / 3709648                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP11 3976797 / 3709558                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP12 3976951 / 3709437                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP13 3977088 / 3709293                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP14 3977206 / 3709132                           |
| A      | 1        | 250     | HPS          | A                       | Rectangle /<br>30' Square Pole     | WP15 3977322 / 3708970                           |
| A      | 2        | 250     | HPS          | A&B                     | Rectangle /<br>30' Square Pole     | WP16 3977430 / 3708820                           |
| A      | 2        | 250     | HPS          | A&B                     | Rectangle /<br>30' Square Pole     | WP22 3974971 / 3710455                           |

|   |   |     |     |     |                                |                        |
|---|---|-----|-----|-----|--------------------------------|------------------------|
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP23 3974876 / 3710625 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP24 3974795 / 3710810 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP25 3974718 / 3710991 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP26 3974639 / 3711173 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP27 3974561 / 3711357 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP28 3974481 / 3711540 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP29 3974388 / 3711717 |
| A | 1 | 250 | HPS | A   | Rectangle /<br>30' Square Pole | WP30 3974252 / 3711878 |
| A | 2 | 250 | HPS | A&B | Rectangle /<br>30' Square Pole | WP31 3974137 / 3711978 |

Under these additional conditions (if any): Luminaries will be bronze rectangle with 30 ft. square poles. There are 26 poles and 30 luminaries. The poles that have two luminaries, one will be on rate schedule A and the other on rate schedule B. Work associated with serving the street lights will also include the installation of a PMH-11 switchgear, street light transformer and relay at the intersection of Headquarters and Dominion.

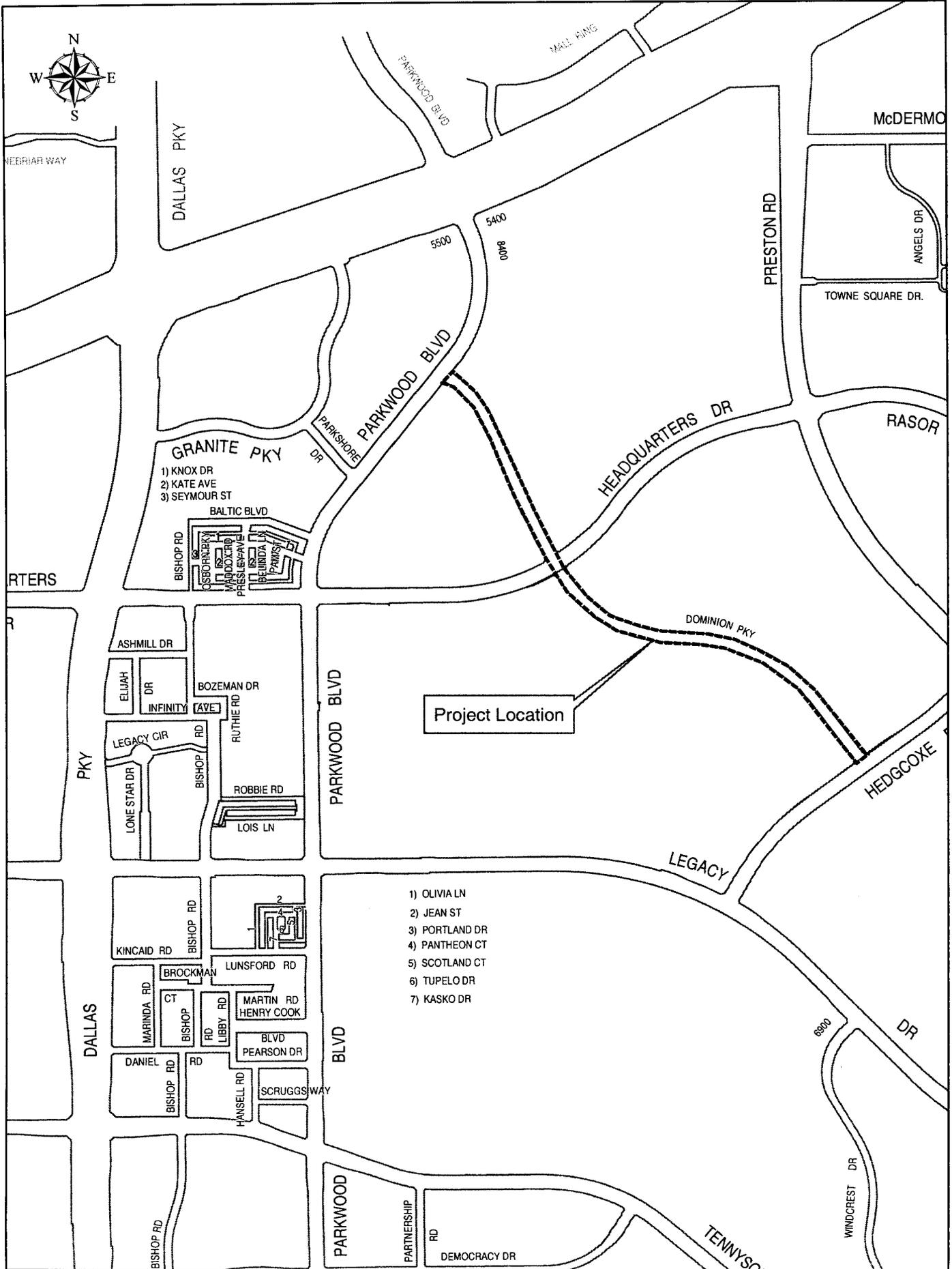
**EXHIBIT A**  
**WR 2876585 – DOMINION PARKWAY**

1. City agrees to pay Company \$ 86,505.32 in consideration of Company's agreement to install said street lights, a PMH-11 switchgear, street light transformer, and relay.
2. Company agrees to install, own, operate and maintain said street lights in accordance with its street lighting agreement with customer. However, if City or Developer fails to pay, on demand, the amount indicated above, this supplemental agreement is automatically terminated.
3. All parties agree that Company will retain for its use and benefit the payment received hereunder in consideration of its obligation to install said street lights and that Company at all times has title to, and complete ownership and control of, said street lights.
4. Company is not liable for loss or injury caused by delay or failure to install the electric facilities necessary to serve customer because of delay in receiving shipment of required material, orders or formal request of governmental agencies, acts of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, or any other causes reasonably beyond control of the Company. If Company is prevented from installing such electric facilities by any of the above causes, Company agrees to return to City or Developer, without interest, the entire amount of City or Developer's payment, thereby terminating this supplement and Company's obligation to provide the electric facilities described herein.
5. This agreement is entered into subject to the terms of the Agreement for Street Lighting Service between City and Company.

|                          |                  |                                          |
|--------------------------|------------------|------------------------------------------|
| ACCEPTED BY COMPANY      | ACCEPTED BY CITY | ACCEPTED BY DEVELOPER<br>(if applicable) |
| Rodger Kennedy           |                  |                                          |
| SIGNATURE                | SIGNATURE        | SIGNATURE                                |
| TITLE                    | TITLE            | TITLE                                    |
| New Construction Manager |                  |                                          |
| DATE SIGNED              | DATE SIGNED      | DATE SIGNED                              |
|                          |                  |                                          |

|                    |                       |                              |
|--------------------|-----------------------|------------------------------|
| <b>Engineering</b> | <b>Service Center</b> | <b>Distribution Services</b> |
| PREPARED BY        | COMPLETED BY          | APPROVED FOR BILLING BY      |
| Vickie Coe         |                       |                              |
| DATE               | DATE                  | DATE                         |
| May 14, 2007       |                       |                              |

# DOMINION PARKWAY



**LOCATION MAP**

**CITY OF PLANO  
COUNCIL AGENDA ITEM**



|                                       |                                  |                                    |                              |                                                    |                                         |
|---------------------------------------|----------------------------------|------------------------------------|------------------------------|----------------------------------------------------|-----------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>      |                                  | Reviewed by Purchasing             | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |                                         |
| <input type="checkbox"/> Consent      | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget           | <input checked="" type="checkbox"/> Yes            | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>7/23/07</b>  |                                  | Reviewed by Legal                  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |                                         |
| Department:                           | Engineering                      | Initials                           | Date                         |                                                    |                                         |
| Department Head                       | Alan L. Upchurch                 | Executive Director                 | 7/11/07                      |                                                    |                                         |
| Dept Signature:                       | <i>Alan Upchurch</i>             | City Manager                       | 7/12/07                      |                                                    |                                         |
| Agenda Coordinator (include phone #): |                                  | <b>Irene Pegues (7198)</b>         | #5602                        |                                                    |                                         |

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

**CAPTION**

Approving and authorizing reimbursement to Newmark Homes L.P. for oversized paving in Cloverhaven Way and streets adjacent to parks in Bright Star Way in the amount of \$45,573.70.

**FINANCIAL SUMMARY**

|                                         |                                            |                                  |                                         |                     |                  |
|-----------------------------------------|--------------------------------------------|----------------------------------|-----------------------------------------|---------------------|------------------|
| <input type="checkbox"/> NOT APPLICABLE | <input type="checkbox"/> OPERATING EXPENSE | <input type="checkbox"/> REVENUE | <input checked="" type="checkbox"/> CIP |                     |                  |
| <b>FISCAL YEAR:</b>                     | <b>2006-07</b>                             | <b>Prior Year (CIP Only)</b>     | <b>Current Year</b>                     | <b>Future Years</b> | <b>TOTALS</b>    |
| Budget                                  |                                            | 398,078                          | 1,119,000                               | 850,000             | 2,367,078        |
| Encumbered/Expended Amount              |                                            | -398,078                         | -626,000                                | 0                   | -1,024,078       |
| This Item                               |                                            | 0                                | -45,574                                 | 0                   | -45,574          |
| <b>BALANCE</b>                          |                                            | <b>0</b>                         | <b>447,426</b>                          | <b>850,000</b>      | <b>1,297,426</b> |

**FUND(S):**

**COMMENTS:** Funds are included in the 2006-07 Street Improvement CIP and Water CIP. This item, in the amount of \$45,574 will leave a current year balance of \$447,426 for the Oversized Participation & Park Streets projects.

**STRATEGIC PLAN GOAL:** Oversized participation and park streets construction relates to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.

**SUMMARY OF ITEM**

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Newmark Homes L.P. is due for oversized paving and streets adjacent to parks. The construction was inspected and found to be in conformance with the executed Agreement.

Staff recommends the City Council authorize payment for the oversize participation.

|                                                                                                                                                                   |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| List of Supporting Documents:<br>Memo dated 7/10/07 from Chief Engineer<br>Letter dated 6/27/07 from City Engineer<br>Exhibit "A" and Exhibit "C"<br>Location Map | Other Departments, Boards, Commissions or Agencies<br>n/a |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|

Q1

## **MEMORANDUM**

---

**Date:** July 10, 2007

**To:** Melody Morgan, CIP Budget Coordinator  
Robin Reeves, Parks

**From:** Charles Davis, Chief Engineer/Private Development 

**Subject:** Trails of Glenwood, Phase 1  
Project No. 5602

We have now accepted the improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated September 25, 2006, reimbursement for oversized paving and streets adjacent to parks in the amount of \$45,573.70 is due to Newmark Homes L.P.

The funding breakdown is as follows:

|                                             |                    |
|---------------------------------------------|--------------------|
| Cloverhaven Way (Oversize Paving)           | \$8,988.80         |
| Bright Star Way (Streets adjacent to parks) | <u>\$36,584.90</u> |
| Total City Participation                    | \$45,573.70        |

CD/eh

xc: Alan Upchurch, City Engineer  
Ricky Lindley, Mapping & Information Supervisor



June 27, 2007

- Pat Evans  
Mayor
- Scott Johnson  
Mayor Pro Tem
- Debbie Magnuson  
Deputy Mayor Pro Tem
- Steph Stahel ✓  
Place 1
- Coretta Ellerbe  
Place 3
- Harry LaRosiliere  
Place 5
- Sean Callison  
Place 7
- Dee Dunlap  
Place 8
  
- Thomas H. Muehlenbeck  
City Manager

Wall Homes, Inc.  
 Attn: Calvin Bankes  
 2005 N.E. Green Oaks #100  
 Arlington, Texas 76006

**Re: The Trails of Glenwood Phase I – Project No. 5602  
 NEC Los Rios Boulevard & Cloverhaven Way**

Gentlemen:

A final inspection of the water, sanitary sewer, paving, drainage and screening wall improvements, as shown on plans prepared by Carter & Burgess, Inc., has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

Maintenance Bonds have been received from Metroplex Screenwall, Inc., E.L. Burns, Inc., and GILCO Contracting, Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

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

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

Sincerely,

Alan Upchurch, P.E.  
 City Engineer  
 Is

- xc: Building Inspection - Keith Schmidt, Anthony Han, Charles Hart, Mamie Free, Cliff Bormann  
 Planning - Charles Alexander, Melody Spencer  
 Engineering - Warren Laney, Irene Pegues  
 Public Works - Dale Pettit  
 Utility Operations - David Ratcliff  
 Parks - Jim Fox  
 Verizon  
 Southwestern Bell (2 locations)  
 Carter & Burgess, Inc.  
 E.L. Burns, Inc.  
 Metroplex Screenwall, Inc.  
 GILCO Contracting, Inc.

## EXHIBIT "A"

|               |                                  |          |           |               |     |
|---------------|----------------------------------|----------|-----------|---------------|-----|
| PROJECT NAME: | The Trails of Glenwood Ph1       | ACREAGE: | N/A       | NO. OF LOTS:  | N/A |
| CITY:         | Plano, Texas                     | CREATED: | 13-Jul-06 | LF OF STREETS | N/A |
| JOB NUMBER:   | 023561.010                       | REVISED: |           | BY            | TJY |
| FILE NAME:    | i:\sld\02356101\PH1_DEVAGREEMENT | PRINTED: | 09-Aug-06 | CHECKED:      | BLM |

| CLOVERHAVEN WAY                               |            |                      |            |                   |
|-----------------------------------------------|------------|----------------------|------------|-------------------|
| DESCRIPTION                                   | UNIT       | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT      |
| REMOVE 5" CONC PAV (EAST OF CL, 3.0')         | SY         | 907                  | \$6.50     | \$5,895.50        |
| REMOVE 12" REINF. CONC PAV (EAST OF CL, 3.0') | SY         | 13                   | \$6.50     | \$84.50           |
| TRAFFIC CONTROL SIGNAGE                       | LS         | 0.5                  | \$5,000.00 | \$2,500.00        |
| ENGINEERING AND SURVEYING SERVICES            | PERCENTAGE | 6.0%                 | \$8,480.00 | \$508.80          |
| <b>TOTAL</b>                                  |            |                      |            | <b>\$8,988.80</b> |

| BRIGHT STAR WAY                    |            |                      |             |                    |
|------------------------------------|------------|----------------------|-------------|--------------------|
| DESCRIPTION                        | UNIT       | APPROXIMATE QUANTITY | UNIT PRICE  | TOTAL AMOUNT       |
| 5" REINF. CONCRETE STREET PAVEMENT | SY         | 1,389                | \$18.95     | \$26,321.55        |
| 6" LIME SUBGRADE INCLUDING LIME    | SY         | 1,455.5              | \$2.50      | \$3,638.75         |
| BARRIER FREE RAMPS                 | EA         | 1                    | \$600.00    | \$600.00           |
| PAVEMENT HEADER                    | LF         | 34.5                 | \$6.00      | \$207.00           |
| STREET BARRICADE                   | EA         | 0.5                  | \$1,250.00  | \$625.00           |
| PAVESTONE PAVERS IN MEDIAN         | SF         | 62                   | \$12.00     | \$744.00           |
| BARBWIRE FENCE RELOCATION          | LS         | 0.5                  | \$2,244.00  | \$1,122.00         |
| LANDSCAPE MAINTENANCE RAMP         | EA         | 0.5                  | \$1,120.00  | \$560.00           |
| EXCAVATION (AT 0.92 FT)            | CY         | 446                  | \$1.56      | \$695.76           |
| ENGINEERING AND SURVEYING SERVICES | PERCENTAGE | 6.0%                 | \$34,514.06 | \$2,070.84         |
| <b>TOTAL</b>                       |            |                      |             | <b>\$36,584.90</b> |

**SUMMARY**

|                    |                    |
|--------------------|--------------------|
| CLOVERHAVEN WAY    | <b>\$8,988.80</b>  |
| BRIGHT STAR WAY    | <b>\$36,584.90</b> |
| <b>TOTAL COSTS</b> | <b>\$45,573.70</b> |

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## EXHIBIT "C"

|               |                                   |          |           |                |     |
|---------------|-----------------------------------|----------|-----------|----------------|-----|
| PROJECT NAME: | The Trails of Glenwood Ph1        | ACREAGE: | N/A       | NO. OF LOTS:   | N/A |
| CITY:         | Plano, Texas                      | CREATED: | 16-May-06 | LF OF STREETS: | N/A |
| JOB NUMBER:   | 023561.010                        | REVISED: |           | BY:            | TJY |
| FILE NAME:    | I:\slid\02356101\PH1_DEVAGREEMENT | PRINTED: | 09-Aug-06 | CHECKED:       | BLM |

| CLOVERHAVEN WAY                                        |      |                      |            |                     |
|--------------------------------------------------------|------|----------------------|------------|---------------------|
| DESCRIPTION                                            | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT        |
| REMOVE 5" CONC PAV (EAST OF CL, 3.0')                  | SY   | 907                  | \$6.50     | \$5,895.50          |
| 5" READY-MIX CONC PAV (EAST OF CL, 3.0')               | SY   | 907                  | \$36.94    | \$33,504.58         |
| 6" LIME SUBGRADE INCLUDING LIME (EAST OF CL, 3.0')     | SY   | 907                  | \$2.60     | \$2,358.20          |
| REMOVE 12" REINF. CONC PAV (EAST OF CL, 3.0')          | SY   | 13                   | \$6.50     | \$84.50             |
| 12" REINF. CONC PAV (EAST OF CL, 3.0')                 | SY   | 13                   | \$87.94    | \$1,143.22          |
| 5" REINF. CONCRETE STREET PAVEMENT (EAST OF CL, 15.5') | SY   | 5,311                | \$24.00    | \$127,464.00        |
| 6" LIME SUBGRADE INCLUDING LIME (EAST OF CL, 15.5')    | SY   | 5,644                | \$2.60     | \$14,674.40         |
| <b>SUB - TOTAL</b>                                     |      |                      |            | <b>\$185,124.40</b> |

| BRIGHT STAR WAY                    |      |                      |            |                    |
|------------------------------------|------|----------------------|------------|--------------------|
| DESCRIPTION                        | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT       |
| 5" REINF. CONCRETE STREET PAVEMENT | SY   | 2,778                | \$18.95    | \$52,643.10        |
| 6" LIME SUBGRADE INCLUDING LIME    | SY   | 2,911                | \$2.50     | \$7,277.50         |
| BARRIER FREE RAMPS                 | EA   | 2                    | \$600.00   | \$1,200.00         |
| PAVEMENT HEADER                    | LF   | 69                   | \$6.00     | \$414.00           |
| STREET BARRICADE                   | EA   | 1                    | \$1,250.00 | \$1,250.00         |
| PAVESTONE PAVERS IN MEDIAN         | SF   | 124                  | \$12.00    | \$1,488.00         |
| BARBWIRE FENCE RELOCATION          | LS   | 1                    | \$2,244.00 | \$2,244.00         |
| LANDSCAPE MAINTENANCE RAMP         | EA   | 1                    | \$1,120.00 | \$1,120.00         |
| EXCAVATION (AT 0:92 FT)            | CY   | 892                  | \$1.56     | \$1,391.52         |
| <b>SUB - TOTAL</b>                 |      |                      |            | <b>\$69,028.12</b> |

**SUMMARY**

|                 |                     |
|-----------------|---------------------|
| CLOVERHAVEN WAY | <b>\$185,124.40</b> |
| BRIGHT STAR WAY | <b>\$69,028.12</b>  |

**TOTAL COSTS**

**\$254,152.52**

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                              |                            |                                                           |                                         |                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------|-----------------------------------------|----------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                             |                            | Reviewed by Purchasing                                    | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                         |                            | Reviewed by Budget                                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable            |
| Council Meeting Date:                                                                                                                                                                                                                                                                                                        | <b>7/23/07</b>             | Reviewed by Legal                                         | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| Department:                                                                                                                                                                                                                                                                                                                  | Engineering                | Initials                                                  | Date                                    |                                                    |
| Department Head                                                                                                                                                                                                                                                                                                              | Alan L. Upchurch           | Executive Director                                        | 7/11/07                                 |                                                    |
| Dept Signature:                                                                                                                                                                                                                                                                                                              | <i>Alan Upchurch</i>       | City Manager                                              | 7/12/07                                 |                                                    |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                        | <b>Irene Pegues (7198)</b> |                                                           | <b>Project No. 4982</b>                 |                                                    |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REIMBURSEMENT OF OVERSIZE |                            |                                                           |                                         |                                                    |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                               |                            |                                                           |                                         |                                                    |
| Approving and authorizing reimbursement to Tennyson Office Center L.P. for oversized paving and water line participation in the amount of \$73,369.33, in Communications Parkway.                                                                                                                                            |                            |                                                           |                                         |                                                    |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                     |                            |                                                           |                                         |                                                    |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP                                                                                                                                                                  |                            |                                                           |                                         |                                                    |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                 | <b>2006-07</b>             | <b>Prior Year (CIP Only)</b>                              | <b>Current Year</b>                     | <b>Future Years</b>                                |
| Budget                                                                                                                                                                                                                                                                                                                       |                            | 418,428                                                   | 1,160,000                               | 650,000                                            |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                   |                            | -418,428                                                  | -661,711                                | 0                                                  |
| This Item                                                                                                                                                                                                                                                                                                                    |                            | 0                                                         | -73,369                                 | 0                                                  |
| BALANCE                                                                                                                                                                                                                                                                                                                      |                            | <b>0</b>                                                  | <b>424,920</b>                          | <b>650,000</b>                                     |
| <b>FUND(S):</b>                                                                                                                                                                                                                                                                                                              |                            |                                                           |                                         |                                                    |
| COMMENTS: Funds are included in the 2006-07 Street Improvement CIP and Water CIP. This item, in the amount of \$73,369, will leave a current year balance of \$424,920 for other Street and Water Oversized Participation projects.                                                                                          |                            |                                                           |                                         |                                                    |
| STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.                                                                                                                                                                                    |                            |                                                           |                                         |                                                    |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                       |                            |                                                           |                                         |                                                    |
| In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Tennyson Office Center L.P. is due for oversized paving and water line participation in Communications Parkway. The construction was inspected and found to be in conformance with the executed Agreement.            |                            |                                                           |                                         |                                                    |
| Staff recommends the City Council authorize payment for the oversize participation.                                                                                                                                                                                                                                          |                            |                                                           |                                         |                                                    |
| List of Supporting Documents:<br>Memo dated 7/2/07 from Chief Engineer<br>Letter dated 7/19/02 from City Engineer<br>Exhibit "A" and Exhibit "C"<br>Location Map                                                                                                                                                             |                            | Other Departments, Boards, Commissions or Agencies<br>n/a |                                         |                                                    |

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# **MEMORANDUM**

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**Date:** July 2, 2007  
**To:** Melody Morgan, CIP Budget Coordinator  
**From:** Charles Davis, Chief Engineer/Private Development  
**Subject:** Tennyson Parkway Office Center  
Project No. 4982

CD

It has now been five years since the acceptance of the public improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated July 24, 2000, the remaining paving and water line oversize participation in the amount of \$73,369.66 is due to Tennyson Office Center L.P. Total City participation in this project will be \$146,739.33.

|                      | <b>Paving</b>                   | <b>Water</b> | <b>Total</b>        |
|----------------------|---------------------------------|--------------|---------------------|
| Reimbursement Due    | \$55,684.46                     | \$17,685.20  | \$73,369.66         |
| Prior Reimbursements | 55,684.47                       | 17,685.20    | 73,369.67           |
|                      |                                 |              | <hr/>               |
|                      | <b>Total City Participation</b> |              | <b>\$146,739.33</b> |

CD/eh

xc: Alan Upchurch, City Engineer  
Ricky Lindley, Mapping & Information Supervisor



July 19, 2002

Tennyson Office Center, L.P.  
3811 Turtle Creek Blvd.  
Suite 730  
Dallas, TX 75219

**RE: Tennyson Parkway Office Center, Lots 1, 2; Block A  
6100 & 6200 Tennyson Parkway, Project #4982**

Gentlemen:

A final inspection of the water, sanitary sewer and drainage improvements as shown on plans prepared by Halff Associates has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

A Maintenance Bond has been received from Barson Utilities. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Certificates of Occupancy are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan L. Upchurch, P.E.  
City Engineer

dw

xc: Keith Schmidt, Chief Plans Examiner  
Dale Pettit, Streets Supervisor  
Phillip McCluskey, Utility Operations  
Jim Fox, Park Services Manager  
Pat Barth, Mapping and Information Tech  
Warren Laney, Senior Construction Inspector  
Halff & Associates,  
Barson Utilities  
TXU Electric & Gas  
Verizon  
Southwestern Bell

ALU3371

- Pat Evans  
Mayor
- Phil Dyer  
Mayor Pro tem
- Steve Stovall  
Deputy Mayor Pro tem
- Shep Stahel  
Place 1
- Scott Johnson  
Place 2
- Sally Magnuson  
Place 4
- Jim McGee  
Place 7
- Ken Lambert  
Place 8
- Thomas H. Muehlenbeck  
City Manager

*file*

**EXHIBIT "A"**  
**COMMUNICATIONS PARKWAY EXTENSION**

|                                                                                         |                    |      | <b>GRADING &amp; PAVING</b>           |                   |              |                            |
|-----------------------------------------------------------------------------------------|--------------------|------|---------------------------------------|-------------------|--------------|----------------------------|
| Item Number                                                                             | Estimated Quantity | Unit | Description in Words                  | Prices in Figures | Total Amount |                            |
| 1                                                                                       | 0                  | AC   | Site Clearing                         | 500.00            | \$0.00       |                            |
| 2                                                                                       | 928                | CY   | Excavation                            | 7.00              | \$6,496.00   |                            |
| 3                                                                                       | 0                  | LS   | Mobilization                          | 30,000.00         | \$0.00       |                            |
| 4                                                                                       | 2387               | SY   | 6" Lime Stabilized Subgrade           | 1.65              | \$3,938.55   |                            |
| 5                                                                                       | 41                 | TN   | Hydrated Lime @ 34.7 #/SY             | 85.00             | \$3,485.00   |                            |
| 6                                                                                       | 2256               | SY   | 8" 5000 PSI Conc. Pvmt.               | 37.58             | \$84,780.48  |                            |
| 7                                                                                       | 120                | LF   | 3" Signal Conduit w/ 1 pull box       | 8.00              | \$960.00     |                            |
| 8                                                                                       | 100                | LF   | 2" Street Light Conduit w/ 1 pull box | 7.50              | \$750.00     |                            |
| 9                                                                                       | 0.4                | LS   | Install Type III Barricade            | 2,000.00          | \$800.00     |                            |
| 10                                                                                      | 0.8                | LS   | Reflective Traffic Buttons            | 3,000.00          | \$2,400.00   |                            |
| 11                                                                                      | 0                  | LS   | Striping                              | 500.00            | \$0.00       |                            |
| 12                                                                                      | 0                  | AC   | Grassing within ROW                   | 4,000.00          | \$0.00       |                            |
| 13                                                                                      | 0                  | EA   | Light Pole Bases                      | 750.00            | \$0.00       |                            |
| 14                                                                                      | 1455               | LF   | Mono Curbs                            | 1.00              | \$1,455.00   |                            |
| 15                                                                                      | 0                  | SF   | Sidewalk                              | 3.50              | \$0.00       |                            |
| 16                                                                                      | 0                  | LS   | Allow. For Light Pole Install.        | 7,500.00          | \$0.00       |                            |
| 17                                                                                      | 0                  | SF   | Median Pavers                         | 8.00              | \$0.00       |                            |
| Total Amount for Communications Parkway Grading & Paving Item No. 1 through Item No. 16 |                    |      |                                       |                   |              | \$105,065.03               |
| Communications Parkway Grading & Paving Items 1 - 16<br>6% Engineering                  |                    |      |                                       |                   |              | \$105,065.03<br>\$6,303.90 |
| Total oversize cost reimbursement for Communications Parkway - Grading & Paving         |                    |      |                                       |                   |              | \$111,368.93               |

**EXHIBIT "A"**  
**COMMUNICATIONS PARKWAY EXTENSION**

|                                                                                   |                    |      | <b>WATER MAIN</b>                           |                   |              |                           |
|-----------------------------------------------------------------------------------|--------------------|------|---------------------------------------------|-------------------|--------------|---------------------------|
| Item Number                                                                       | Estimated Quantity | Unit | Description in Words                        | Prices in Figures | Total Amount |                           |
| 1                                                                                 | 1                  | EA   | Conn. 20" WL to Exist. 20" WL - Oversize ** | 2,650.00          | \$2,650.00   |                           |
| 2                                                                                 | 1065               | LF   | 20" RCCP (AWWA C-303) - Oversize *          | 23.82             | \$25,368.30  |                           |
| 3                                                                                 | 0                  | LF   | 8" DR-14 C900 PVC Pipe                      | 27.08             | \$0.00       |                           |
| 4                                                                                 | 0                  | TN   | D.I. Fittings                               | 3,200.00          | \$0.00       |                           |
| 5                                                                                 | 1                  | EA   | 20" Butterfly Valve - Oversize ***          | 5,350.00          | \$5,350.00   |                           |
| 6                                                                                 | 0                  | EA   | 8" Gate Valve with Box                      | 615.00            | \$0.00       |                           |
| 7                                                                                 | 0                  | LF   | Trench Safety                               | 1.00              | \$0.00       |                           |
| 8                                                                                 | 0                  | CY   | Conc. Thrust Blocking and Backfill          | 250.00            | \$0.00       |                           |
| 9                                                                                 | 0                  | LS   | Testing (Press. And Chlor.)                 | 1,500.00          | \$0.00       |                           |
| 10                                                                                | 0                  | EA   | Fire Hydrant                                | 2,100.00          | \$0.00       |                           |
| 11                                                                                | 0                  | EA   | 6" Gate Valve                               | 500.00            | \$0.00       |                           |
| Total Amount for Communications Parkway Water Main Item No. 1 through Item No. 11 |                    |      |                                             |                   |              | \$33,368.30               |
| Communications Parkway Water Main Items 1 - 11<br>6% Engineering                  |                    |      |                                             |                   |              | \$33,368.30<br>\$2,002.10 |
| Total oversize cost reimbursement for Communications Parkway - Water Main         |                    |      |                                             |                   |              | \$35,370.40               |

Total Paving & Water Line Oversize      **\$146,739.33**

\* Cost Difference between 20" RCCP pipe and 12" PVC pipe  
 \*\* Cost Difference between 20"x20" connection and 12"x12" connection  
 \*\*\* Cost Difference between 20" butterfly valve and 12" butterfly valve  
 Note: 1/2 Reimbursement will be due with the development of Lot 2, Block A.  
 Remainder will be due with the development of Lot 3, Block A

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**EXHIBIT "C"**  
**COMMUNICATIONS PARKWAY EXTENSION**

|                                                                                            |                    |      | <b>GRADING &amp; PAVING</b>          |                   |              |              |
|--------------------------------------------------------------------------------------------|--------------------|------|--------------------------------------|-------------------|--------------|--------------|
| Item Number                                                                                | Estimated Quantity | Unit | Description in Words                 | Prices in Figures | Total Amount |              |
| 1                                                                                          | 2.1                | AC   | Site Clearing                        | 500.00            | \$1,050.00   |              |
| 2                                                                                          | 3520               | CY   | Excavation                           | 7.00              | \$24,640.00  |              |
| 3                                                                                          | 1                  | LS   | Mobilization                         | 30,000.00         | \$30,000.00  |              |
| 4                                                                                          | 6360               | SY   | 6" Lime Stabilized Subgrade          | 1.65              | \$10,494.00  |              |
| 5                                                                                          | 110                | TN   | Hydrated Lime @ 34.7 #/SY            | 85.00             | \$9,350.00   |              |
| 6                                                                                          | 6015               | SY   | 8" 5000 PSI Conc. Pvmt.              | 37.58             | \$226,043.70 |              |
| 7                                                                                          | 120                | LF   | 3" Signal Conduit w/ 1pull box       | 8.00              | \$960.00     |              |
| 8                                                                                          | 120                | LF   | 2" Street Light Conduit w/ 1pull box | 7.50              | \$900.00     |              |
| 9                                                                                          | 1                  | LS   | Install Type III Barricade           | 2,000.00          | \$2,000.00   |              |
| 10                                                                                         | 1                  | LS   | Reflective Traffic Buttons           | 3,000.00          | \$3,000.00   |              |
| 11                                                                                         | 1                  | LS   | Striping                             | 500.00            | \$500.00     |              |
| 12                                                                                         | 0.74               | AC   | Grassing within ROW                  | 4,000.00          | \$2,960.00   |              |
| 13                                                                                         | 3                  | EA   | Light Pole Bases                     | 750.00            | \$2,250.00   |              |
| 14                                                                                         | 3110               | LF   | Mono Curbs                           | 1.00              | \$3,110.00   |              |
| 15                                                                                         | 2786               | SF   | Sidewalk                             | 3.50              | \$9,751.00   |              |
| 16                                                                                         | 1                  | LS   | Allow. For Light Pole Install.       | 7,500.00          | \$7,500.00   |              |
| 17                                                                                         | 198                | SF   | Median Pavers                        | 8.00              | \$1,584.00   |              |
| Total Amount for Communications Parkway Grading & Paving<br>Item No. 1 through Item No. 16 |                    |      |                                      |                   |              | \$336,092.70 |

**EXHIBIT "C"**  
**COMMUNICATIONS PARKWAY EXTENSION**

|                                                                                      |                    |      | <b>WATER MAIN</b>                  |                   |              |             |
|--------------------------------------------------------------------------------------|--------------------|------|------------------------------------|-------------------|--------------|-------------|
| Item Number                                                                          | Estimated Quantity | Unit | Description in Words               | Prices in Figures | Total Amount |             |
| 1                                                                                    | 2                  | EA   | Conn. 20" WL to Exist. 20" WL      | 4,500.00          | \$9,000.00   |             |
| 2                                                                                    | 1065               | LF   | 20" RCCP (AWWA C-303)              | 47.82             | \$50,928.30  |             |
| 3                                                                                    | 175                | LF   | 8" DR-14 C900 PVC Pipe             | 27.08             | \$4,739.00   |             |
| 4                                                                                    | 0.8                | TN   | D.I. Fittings                      | 3,200.00          | \$2,560.00   |             |
| 5                                                                                    | 1                  | EA   | 20" Butterfly Valve                | 6,500.00          | \$6,500.00   |             |
| 6                                                                                    | 3                  | EA   | 8" Gate Valve with Box             | 615.00            | \$1,845.00   |             |
| 7                                                                                    | 1240               | LF   | Trench Safety                      | 1.00              | \$1,240.00   |             |
| 8                                                                                    | 0.6                | CY   | Conc. Thrust Blocking and Backfill | 250.00            | \$150.00     |             |
| 9                                                                                    | 1                  | LS   | Testing (Press. And Chlor.)        | 1,500.00          | \$1,500.00   |             |
| 10                                                                                   | 1                  | EA   | Fire Hydrant                       | 2,100.00          | \$2,100.00   |             |
| 11                                                                                   | 1                  | EA   | 6" Gate Valve                      | 500.00            | \$500.00     |             |
| Total Amount for Communications Parkway Water Main<br>Item No. 1 through Item No. 11 |                    |      |                                    |                   |              | \$81,062.30 |

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**EXHIBIT "C"**  
**COMMUNICATIONS PARKWAY EXTENSION**

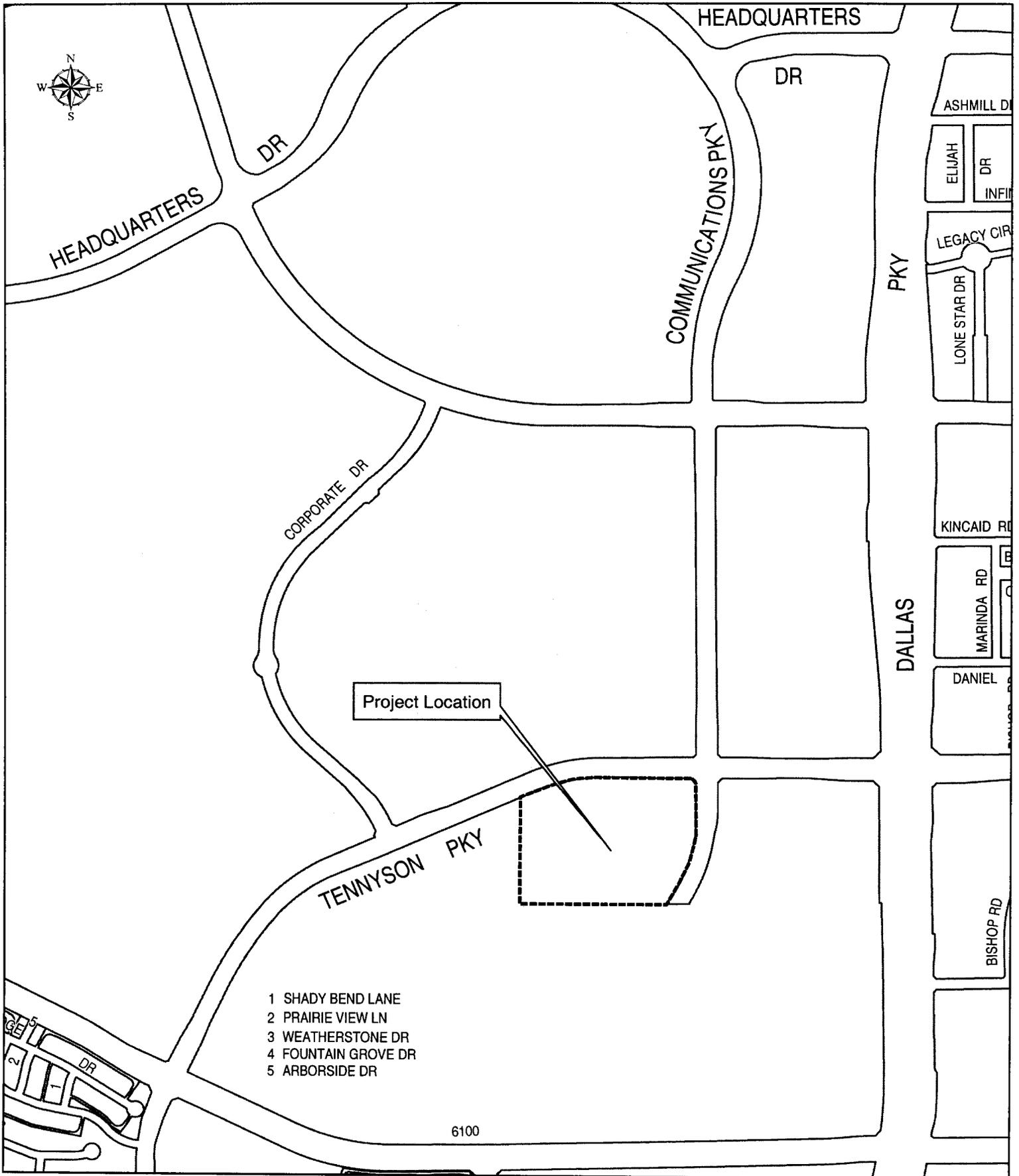
|                                                                                    |                    |      | <b>DRAINAGE</b>                                      |                   |              |
|------------------------------------------------------------------------------------|--------------------|------|------------------------------------------------------|-------------------|--------------|
| Item Number                                                                        | Estimated Quantity | Unit | Description in Words                                 | Prices in Figures | Total Amount |
| 1                                                                                  | 105                | LF   | DBL 5 x 3 C-789                                      | 322.00            | \$33,810.00  |
| 2                                                                                  | 380                | LF   | 5 X 3 RCB C-789                                      | 147.50            | \$56,050.00  |
| 3                                                                                  | 3                  | EA   | 18" RCP-CI. III Flow Equalizer between DBL 5 x 3 Box | 2,500.00          | \$7,500.00   |
| 4                                                                                  | 1                  | EA   | Headwall for Box Culvert                             | 4,500.00          | \$4,500.00   |
| 5                                                                                  | 1                  | EA   | Box to Box Conn.                                     | 2,500.00          | \$2,500.00   |
| 6                                                                                  | 6                  | EA   | Pipe to Box Conn.                                    | 500.00            | \$3,000.00   |
| 7                                                                                  | 2                  | EA   | 5 x 3 Plug                                           | 475.00            | \$950.00     |
| 8                                                                                  | 183                | LF   | 36" RCP-CI. III                                      | 63.62             | \$11,642.46  |
| 9                                                                                  | 230                | LF   | 18" RCP-CI. III                                      | 32.43             | \$7,458.90   |
| 10                                                                                 | 2                  | EA   | Std. 16' Recessed Inlet                              | 2,955.00          | \$5,910.00   |
| 11                                                                                 | 2                  | EA   | Std. 8' Recessed Inlet                               | 1,975.00          | \$3,950.00   |
| 12                                                                                 | 2                  | EA   | Std. 6' Wye Inlet                                    | 3,700.00          | \$7,400.00   |
| 13                                                                                 | 28                 | CY   | Rock Riprap @ Headwall                               | 100.00            | \$2,800.00   |
| 14                                                                                 | 1                  | EA   | 36" x 36" Pipe Wye                                   | 360.00            | \$360.00     |
| 15                                                                                 | 1                  | EA   | 36" Plug                                             | 100.00            | \$100.00     |
| 16                                                                                 | 1175               | LF   | Trench Safety                                        | 1.00              | \$1,175.00   |
| 17                                                                                 | 1                  | LS   | Erosion Control (incl. SWP3)                         | 1,000.00          | \$1,000.00   |
| 18                                                                                 | 2110               | CY   | Ditch Excavation and Grassing                        | 3.50              | \$7,385.00   |
| Total Amount for Communications Parkway Drainage<br>Item No. 1 through Item No. 15 |                    |      |                                                      |                   | \$157,491.36 |

Sub Total = **\$574,646.36**  
6% Engineering = **\$34,478.78**  
Total = **\$609,125.14**

30% Maximum Participation = **\$182,737.54**

R-6

# TENNYSON PARKWAY OFFICE CENTER



## LOCATION MAP

07/03/07

R-17



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                     |                    |                                        |                                                    |                                                    |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------|----------------------------------------------------|----------------------------------------------------|-------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                    |                    | Reviewed by Purchasing                 | <input checked="" type="checkbox"/> Yes            | <input type="checkbox"/> Not Applicable            |                   |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                |                    | Reviewed by Budget                     | <input checked="" type="checkbox"/> Yes            | <input type="checkbox"/> Not Applicable            |                   |
| Council Meeting Date:                                                                                                                                                                                                                                                                                                                               | <b>07/23/07</b>    | Reviewed by Legal                      | <input type="checkbox"/> Yes                       | <input checked="" type="checkbox"/> Not Applicable |                   |
| Department:                                                                                                                                                                                                                                                                                                                                         | Engineering        | Initials                               | Date                                               |                                                    |                   |
| Department Head                                                                                                                                                                                                                                                                                                                                     | Alan L. Upchurch   | Executive Director                     | 7/15/07                                            |                                                    |                   |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                     | <i>[Signature]</i> | City Manager                           | 7/17/07                                            |                                                    |                   |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                               |                    | Irene Pegues (7198) <i>[Signature]</i> | Project No. 5507                                   |                                                    |                   |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                  |                    |                                        |                                                    |                                                    |                   |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                      |                    |                                        |                                                    |                                                    |                   |
| To McMahon Contracting, L.P., increasing the contract by \$37,500.00, for Midway Road Widening - Parker Road to Spring Creek Parkway (Project No. 5507), Change Order No. 3, Bid No. 2006-150-B.                                                                                                                                                    |                    |                                        |                                                    |                                                    |                   |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                            |                    |                                        |                                                    |                                                    |                   |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP                                                                                                                                                                                         |                    |                                        |                                                    |                                                    |                   |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                        | <b>2006-07</b>     | <b>Prior Year<br/>(CIP Only)</b>       | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b>                            | <b>TOTALS</b>     |
| Budget                                                                                                                                                                                                                                                                                                                                              |                    | 636,609                                | 1,322,000                                          | 0                                                  | <b>1,958,609</b>  |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                          |                    | -636,609                               | -956,646                                           | 0                                                  | <b>-1,593,255</b> |
| This Item                                                                                                                                                                                                                                                                                                                                           |                    | 0                                      | -37,500                                            | 0                                                  | <b>-37,500</b>    |
| BALANCE                                                                                                                                                                                                                                                                                                                                             |                    | 0                                      | 327,854                                            | 0                                                  | <b>327,854</b>    |
| FUND(S):    STREET IMPROVEMENT CIP                                                                                                                                                                                                                                                                                                                  |                    |                                        |                                                    |                                                    |                   |
| COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP. This change order, in the amount of \$37,500, will leave a current year balance of \$327,854 for the Midway – Parker to Spring Creek project.                                                                                                                      |                    |                                        |                                                    |                                                    |                   |
| STRATEGIC PLAN GOAL: Median grading and utility adjustments for street construction projects relate to the City's Goal of Safe, Efficient Travel.                                                                                                                                                                                                   |                    |                                        |                                                    |                                                    |                   |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                              |                    |                                        |                                                    |                                                    |                   |
| Staff recommends approval of Change Order No. 3, in the amount of \$37,500.00, for additional work needed to complete the construction of the roadway project. Change Order No. 3 is to pay for the median grading to correct a visibility problem and utility adjustments required to complete the project that were not in the original contract. |                    |                                        |                                                    |                                                    |                   |
| Staff recommends approval of Change Order No. 3. The contract total will be \$1,513,991.85, which includes change orders of 4.89% of the original contract amount of \$1,443,426.15.                                                                                                                                                                |                    |                                        |                                                    |                                                    |                   |
| List of Supporting Documents:                                                                                                                                                                                                                                                                                                                       |                    |                                        | Other Departments, Boards, Commissions or Agencies |                                                    |                   |
| Change Order No. 3                                                                                                                                                                                                                                                                                                                                  |                    |                                        | N/A                                                |                                                    |                   |
| Location Map                                                                                                                                                                                                                                                                                                                                        |                    |                                        |                                                    |                                                    |                   |

**CHANGE ORDER NO. 3**

**MIDWAY ROAD WIDENING – PARKER ROAD TO SPRING CREEK PARKWAY**

**PROJECT NO. 5507**

**PURCHASE ORDER NO. 103051**

**CIP NO. 31399**

**BID NO. 2006-150-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 **MCMAHON CONTRACTING, L.P.**, for the **MIDWAY ROAD WIDENING – PARKER ROAD TO SPRING CREEK PARKWAY** project, dated June 12, 2006.

**B. DESCRIPTION OF CHANGE**

The change order is for additional grading, irrigation work and utility lowering required to complete the project.

**C. EFFECT OF CHANGE**

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

| <i>ITEM NO.</i> | <i>ITEM DESCRIPTION</i> | <i>ORIGINAL QUANTITY</i> | <i>REVISED QUANTITY</i> | <i>UNIT</i> | <i>UNIT PRICE</i> | <i>AMOUNT OF CHANGE</i> |
|-----------------|-------------------------|--------------------------|-------------------------|-------------|-------------------|-------------------------|
| 98              | Utility lowering        | 0.00                     | 1.00                    | LS          | \$2,500.00        | \$2,500.00              |
| 99              | Median regrading        | 0.00                     | 1.00                    | LS          | \$35,000.00       | \$35,000.00             |
|                 |                         |                          |                         |             |                   |                         |
|                 |                         |                          |                         |             |                   |                         |
|                 | <b>TOTAL:</b>           |                          |                         |             |                   | <b>\$37,500.00</b>      |

|                                                                |                        |
|----------------------------------------------------------------|------------------------|
| Original Contract Amount                                       | \$ 1,443,426.15        |
| Contract Amount (Including Previous Change Orders)             | \$ 1,476,491.85        |
| <b>Amount, Change Order No. 3</b>                              | <b>\$ 37,500.00</b>    |
| Revised Contract Amount                                        | <b>\$ 1,513,991.85</b> |
| <b>Total Percent Increase Including Previous Change Orders</b> | <b>4.89%</b>           |

**D. EFFECT OF CHANGE ON CONTRACT TIME**

The work required under this change order will add ten (10) days to this project:

|                                                                |                         |
|----------------------------------------------------------------|-------------------------|
| Original Contract Time                                         | <u>170 working days</u> |
| Amount (Including Previous Change Orders)                      | <u>182 working days</u> |
| <b>Amount, Change Order No. 3</b>                              | <u>10 working days</u>  |
| <b>Revised Contract Time</b>                                   | <u>192 working days</u> |
| <b>Total Percent Increase Including Previous Change Orders</b> | <u>12.94%</u>           |

**E. AGREEMENT**

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **MCMAHON CONTRACTING, L.P.**, do hereby agree to append this Change Order No. 3 to the original contract between themselves, dated June 12, 2006.

**CITY OF PLANO**

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

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

**MANAGING PARTNER OF JSM  
 MANAGEMENT COMPANY, LLC,  
 GENERAL PARTNER OF MCMAHON  
 CONTRACTING, L.P.**

Print Name: Thomas H. Muehlenbeck

Print Name: Shawn McMahon

Print Title: City Manager

Print Title: Managing Partner

Date:

Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **SHAWN MCMAHON, MANAGING PARTNER of JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P., a TEXAS LIMITED PARTNERSHIP**, on behalf of said limited partnership.

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

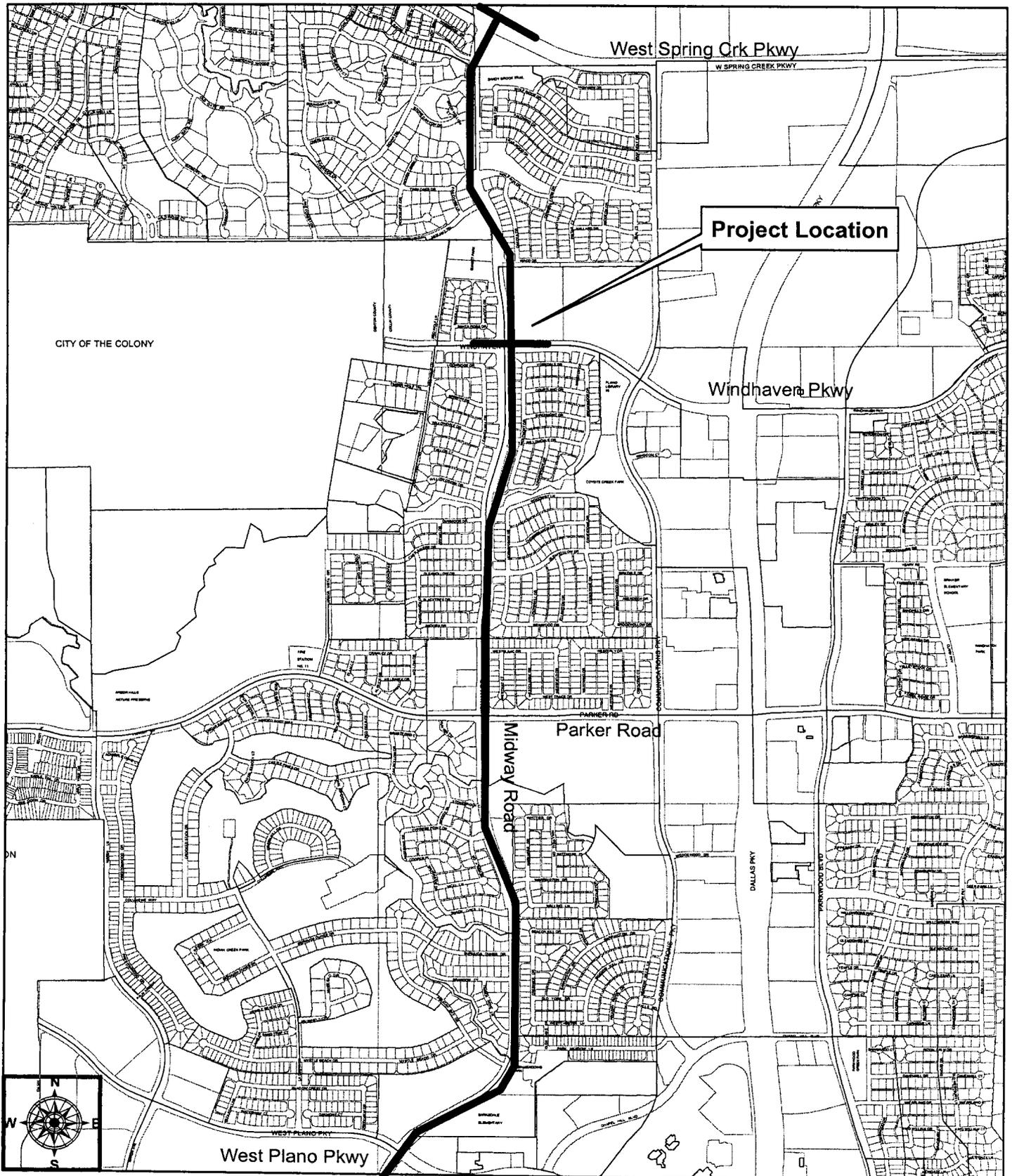
**STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §**

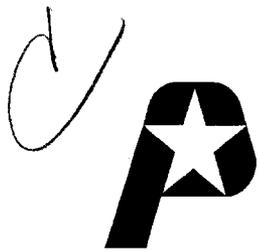
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER of the CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

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





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                                                  |                                  |                                    |                                         |                                         |                                         |
|------------------------------------------------------------------|----------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                 |                                  | Reviewed by Purchasing             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                                         |
| <input type="checkbox"/> Consent                                 | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>7/23/07</b>                             |                                  | Reviewed by Legal                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |                                         |
| Department:                                                      | Parks and Recreation             |                                    | Initials                                | Date                                    |                                         |
| Department Head:                                                 | Don Wendell                      | Executive Director                 | <i>[Signature]</i>                      | <b>7-13-07</b>                          |                                         |
| Dept Signature:                                                  | <i>[Signature]</i>               | City Manager                       | <i>[Signature]</i>                      | <i>[Signature]</i>                      |                                         |
| Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b> |                                  |                                    |                                         |                                         |                                         |

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

**CAPTION**

Approving the terms and conditions of an agreement between the City of Plano, Texas and Teresa Camozzi, a qualified professional artist, for the design of five artworks, one at each of the five libraries (Haggard, Parr, Davis, Harrington and Schimelpfenig); and authorizing the City Manager, or, in his absence, an Executive Director to execute such agreement with Ms. Camozzi; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

| FISCAL YEAR: <b>2006-07</b> | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS         |
|-----------------------------|--------------------------|-----------------|-----------------|----------------|
| Budget                      | 2,500                    | 113,500         | 64,000          | <b>180,000</b> |
| Encumbered/Expended Amount  | -2,500                   | -3,518          | 0               | <b>-6,018</b>  |
| This Item                   | 0                        | -30,000         | 0               | <b>-30,000</b> |
| <b>BALANCE</b>              | 0                        | 79,982          | 64,000          | <b>143,982</b> |

**FUND(S):    PUBLIC ART FUND**

**COMMENTS:** Funds are included in the Re-estimated 2006-07 Public Art Fund. This item, in the amount of \$30,000 will leave a current year balance of \$79,982 for the Libraries Public Art project.

**STRATEGIC PLAN GOAL:** Public art elements relate to the City's Goal of "Premier City in Which to Live."

**SUMMARY OF ITEM**

The Public Art Committee, after public review, recommends that the City of Plano contract with Teresa Camozzi to design five artworks, one for each of the five libraries in the city. Ms. Camozzi is to gather further public input and work with city staff to design the artworks to be appropriately aesthetic, based on poetry by Alan Birkelbach, and meaningful for the citizens of Plano. This contract is for the design of the art only. When the concept is determined, through a collaborative process, a future contract for fabrication and installation of the work will be offered for approval.

|                                           |                                                    |
|-------------------------------------------|----------------------------------------------------|
| List of Supporting Documents:<br>Contract | Other Departments, Boards, Commissions or Agencies |
|-------------------------------------------|----------------------------------------------------|

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

**A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, AND TERESA CAMOZZI, A QUALIFIED PROFESSIONAL ARTIST, FOR THE DESIGN OF FIVE ARTWORKS AT EACH OF THE FIVE CITY LIBRARIES: HAGGARD, PARR, DAVIS, HARRINGTON, AND SCHIMELPFENIG, AND AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENT WITH TERESA CAMOZZI; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has approved the inclusion of an art element each of the five libraries, and charged the Public Art Committee with selection and recommendation of an artist and art proposal for the project; and

**WHEREAS**, the approved budget for the public art elements in the libraries includes \$30,000; and

**WHEREAS**, the Public Art Committee conducted public meetings and obtained substantial input from members of the community in developing and issuing a call for artists' entries for the project; and

**WHEREAS**, the Public Art Committee and an appointed artist selection panel received and reviewed the credentials of 70+ artists who responded to an open call to artists and selected three artists to interview for the project; and

**WHEREAS**, Teresa Camozzi was selected and recommended through this process, and

**WHEREAS**, the City Council desires to enter into an agreement with Teresa Camozzi for design services for art in each of the five libraries, a copy of which agreement is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for delivery of these services.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Agreement for Services and the amount of payment for such services, hereby approves the Agreement and payment amounts, which are proper and in the best interests of the City of Plano.

**Section II.** The City Manager, or in his absence an Executive Director, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

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**Section III.** This resolution shall become effective from and 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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

THIS CONTRACT is made and entered into by and between the CITY OF PLANO, a home-rule municipal corporation, of Collin County, Texas, (hereinafter referred to as "CITY") and Teresa Camozzi, an individual having her principal place of business at 1190 A Shafter Ave., San Francisco, California 94124 (hereinafter referred to as "ARTIST").

1.     PURPOSE

The purpose of this Contract is to state the terms and conditions under which ARTIST shall design five pieces of artwork for five libraries in Plano, Texas as set forth in attached Exhibit "A" (hereinafter referred to as "ARTWORK"). The five libraries are Haggard Library, Parr Library, Davis Library, Harrington Library, and Schimelpfenig Library.

2.     DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

### 3. PERFORMANCE OF SERVICES

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

### 4. TERM

The term of this Contract shall begin July 24, 2007, and end March 31, 2008. ARTIST understands and agrees that time is of the essence. All services are to be completed and delivered to CITY by the termination date unless an extension of time, based upon good reasons presented by ARTIST, is approved in writing by CITY.

## 5. PAYMENT FOR SERVICES

In consideration of the professional services to be performed by ARTIST under the terms of this Contract, CITY shall pay ARTIST for services actually performed a fee not to exceed \$30,000 payable with \$20,000 upon the completion of a statement of design intention, \$5,000 upon completion of the pre-design phase, and \$2,500 upon completion of schematic design phase. The balance of \$2,500.00 to be paid upon completion of all aspects of concept design, maquettes, and drawings and full understanding of the proposal by the CITY, as full compensation for the services performed under this Contract. If other conditions necessitate additional services, the additional services must be authorized in advance by resolution of the City Council, or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Payments to ARTIST shall be in the amount shown by the invoices and other documentation submitted and shall be subject to the DIRECTOR's approval. All services shall be performed to the reasonable satisfaction of the DIRECTOR, and CITY shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the DIRECTOR. CITY may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to CITY from ARTIST, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to CITY has been reduced to judgment by a court. Should it be necessary for CITY to exercise right of termination in accordance with the terms of this Contract, ARTIST shall reimburse CITY any monies advanced by deposit not substantiated by reasonable invoices or documentation.

## 6. CHANGE IN SERVICES

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

## 7. WARRANTIES

ARTIST warrants that: (a) the design and ARTWORK being commissioned is the original product of ARTIST's own creative efforts and is not the subject of an existing patent or copyright owned by any other person; and (b) unless otherwise stipulated, the ARTWORK is original, that it is an edition of one (1), and ARTIST shall not sell or

reproduce the ARTWORK or design or allow others to do so without the prior written consent of CITY. The warranties stated in this paragraph shall survive the termination of this Contract.

8. CONFIDENTIAL WORK

No reports, information, project designs, data or any other documentation developed by, given to, prepared by or assembled by ARTIST under this Contract shall be disclosed or made available to any individual or organization not related to the project by ARTIST without the express prior written approval of the DIRECTOR.

9. COPYRIGHT IN THE ARTWORK

All drawings, designs and compositions (including maquettes) under this Contract shall remain the property of the ARTIST. The CITY shall have the exclusive right to produce/purchase one finished ARTWORK and to use drawings, pictures and photographs of the ARTWORK for public input and public awareness. ARTIST may retain copyright and other intellectual property rights in and to the final design and may sell or reproduce maquettes of the ARTWORK but shall not produce additional full scale versions of the ARTWORK or allow others to do so without the prior written consent of CITY.

10. ARTIST'S LIABILITY

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

11. INSURANCE REQUIREMENTS

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

12. INDEMNITY

ARTIST agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for: (a) any infringement of patent or copyright arising out of the services performed by ARTIST under this Contract regardless of whether or not ARTIST or CITY

had knowledge of any existing patents or copyrights during the course of performance of this Contract; and (b) personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by ARTIST's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of ARTIST, its officers, agents, associates, employees or subconsultants, in the performance of this Contract. The indemnity for personal injury, property damage or other harm caused by ARTIST's contractual breach or negligence provided in (b) shall not apply to any liability resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ARTIST and CITY, responsibilities and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph 13 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. RIGHT OF REVIEW AND AUDIT

CITY may review any and all of the services performed by ARTIST under this Contract. CITY is hereby granted the right to audit, at CITY's election all of ARTIST's records and billings relating to the performance of this Contract. ARTIST agrees to retain such records for a minimum of three (3) years following completion of this Contract.

14. AFFIDAVIT OF NO PROHIBITED INTEREST

ARTIST acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

15. NONDISCRIMINATION

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

full access allowed to authorized representatives of the City of Plano, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

16. CONTRACT PERSONAL

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

17. TERMINATION

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

18. NOTICES

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

If intended for CITY, to:

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

If intended for ARTIST, to:

Teresa Camozzi  
1190 A Shafter Ave.  
San Francisco, CA 94124

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19. INDEPENDENT CONTRACTOR

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

20. VENUE

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

21. APPLICABLE LAWS

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

22. GOVERNING LAW

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

23. LEGAL CONSTRUCTION

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

24. COUNTERPARTS

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

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25. CAPTIONS

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

26. SUCCESSORS AND ASSIGNS

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

27. ENTIRE AGREEMENT

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_\_\_ and adopted by the City Council on \_\_\_\_\_, 2007 and by ARTIST.

**CITY OF PLANO**

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

**ARTIST**

BY: \_\_\_\_\_  
Teresa Camozzi

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

**STATE OF CALIFORNIA §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2007 by **TERESA CAMOZZI**, Artist.

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

**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 in and for the  
State of Texas

T-12

**EXHIBIT A**  
**PROPOSAL**  
**DESIGN FOR**  
**HAGGARD, PARR, DAVIS, HARRINGTON, AND SCHIMELPFENIG LIBRARIES**  
**PLANO, TX**

This proposal, from the designated project artist Teresa Camozzi, covers the design phase for the creation of art work for the five libraries of the City of Plano.

The process for this phase will encompass the following.

The artist will work in close collaboration with poet Alan Birkelbach to create a concept and design for the five libraries.

The artist will attend community meetings to assess the community's views on the poetry and the libraries to assist in creating the concept. The artist will also present concepts to various bodies and/or commissions for approval. The number of in-person meetings and presentations will be limited to no more than three.

The artist will produce a set of preliminary drawings for approval by the City. From the drawings the artist will then create a 1D and/or 3D maquette (a 'to scale' example of idea). An approved budget and timeline will be created for City approval.

This process will take 4 to 6 months.

Upon approval of the design the artist will produce a budget for the production and installation of the full project.

For the above mentioned scope of work the artist will charge a design fee of \$30,000.

## EXHIBIT B

### SCOPE OF WORK & PAYMENT SCHEDULE

#### Phase 1: Pre-Design

The artist and studio will establish the scope of the project, taking into account the library poems with poet Alan Birkelbach, their origin, intent and history.

A questionnaire will be created and each member of the Public Art Committee and Library Advisory Board will be interviewed to assess the views and profile of the community.

This phase includes the discovery of the physical characteristics of the buildings through blue lines and site visits, with the guidance of city engineering personnel.

This phase is intent on comprehending expectations and limitations.

#### Phase 2: Schematic Design

The general scope, conceptual design, the scale and relationship of components of the project are established.

A concept will be provided initially for input by the City to establish a design to pursue. Following input, a maquette and/or drawing for each of the five concepts will be created and presented.

Upon approval of this phase, the artist will produce a budget and timeline based on the balance (\$135,000) of the total project budget (\$165,000).

#### PAYMENT SCHEDULE

For the above mentioned scope of work the artist will be paid:

\$20,000 upon submission of statement of design intention

\$5,000 upon completion of pre-design phase

\$2,500 upon completion of schematic design phase, and the balance of

\$2,500 to be paid upon completion of all aspects of concept design and acceptance by the City.

**EXHIBIT C****INSURANCE REQUIREMENTS & CERTIFICATE OF INSURANCE**

Service work, supplies requiring installation, Janitorial Services, Architects, Engineers, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Consultants, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage ("occurrence" Form CG 0001). "Claims made" form is unacceptable except for professional liability.
2. Automobile liability shall include all owned, hired and non-owned vehicles.
3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
4. Professional Liability (when applicable).

**B. Minimum Limits of Insurance**

Vendor shall maintain limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. \$2,000,000 Aggregate Policy will include coverage for a) Premises - Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Personal Injury; f) Broad Form Property Damage; g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.
2. Automobile liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability Limits.
4. Professional Liability.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A-:VI, or, A or better by Standard & Poor's. This requirement will be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

CERTIFICATE OF INSURANCE

Due in 10 days of awarding of contract.

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**EXHIBIT D**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

**TERESA CAMOZZI**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF CALIFORNIA           §  
                                          §  
COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

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C



# CITY OF PLANO COUNCIL AGENDA ITEM

|                                                                              |                                  |                                    |                                       |                                                    |                                                    |
|------------------------------------------------------------------------------|----------------------------------|------------------------------------|---------------------------------------|----------------------------------------------------|----------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                             |                                  | Reviewed by Purchasing             | <input type="checkbox"/> Yes          | <input checked="" type="checkbox"/> Not Applicable |                                                    |
| <input type="checkbox"/> Consent                                             | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                    | <input type="checkbox"/> Yes                       | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date:                                                        | 7/23/07                          |                                    | Reviewed by Legal <i>ws</i>           | <input checked="" type="checkbox"/> Yes            | <input type="checkbox"/> Not Applicable            |
| Department:                                                                  | Engineering                      |                                    | Initials                              | Date                                               |                                                    |
| Department Head                                                              | Alan L. Upchurch                 |                                    | Executive Director <i>[Signature]</i> | 7/11/07                                            |                                                    |
| Dept Signature:                                                              | <i>[Signature]</i>               |                                    | City Manager <i>[Signature]</i>       | 7/12/07                                            |                                                    |
| Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i> |                                  |                                    |                                       |                                                    |                                                    |

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

### CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the dedication of a 1,830 square foot tract of land owned by the City of Plano, Texas for dedication as a sanitary sewer easement for the 15<sup>th</sup> Street Village No. 2 Addition, said parcel situated in the Sanford Beck Survey, Abstract No. 73, in the City of Plano, Collin County, Texas, 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:

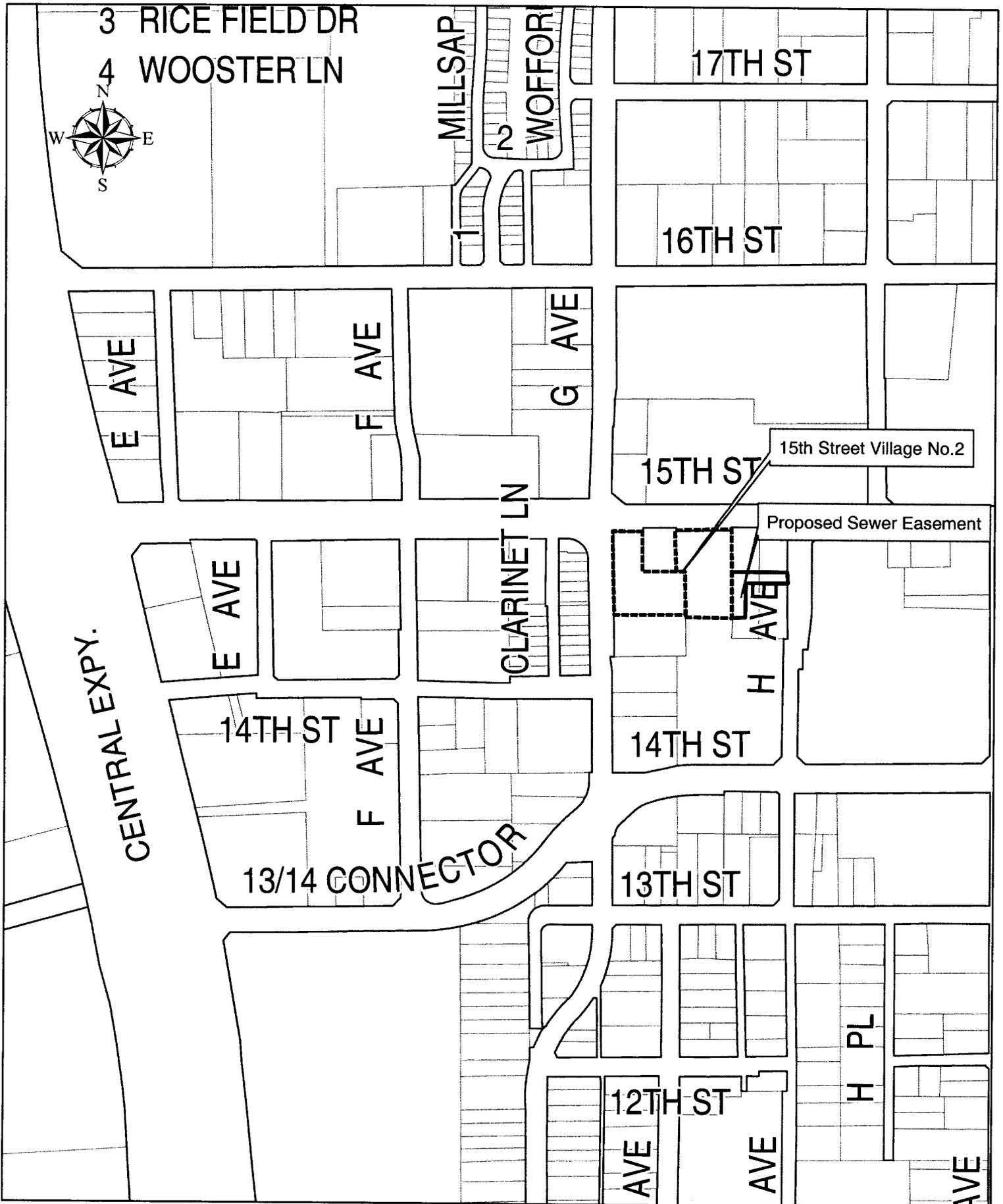
### SUMMARY OF ITEM

The sanitary sewer easement is required to serve 15<sup>th</sup> Street Village No. 2 Addition.

|                                               |                                                           |
|-----------------------------------------------|-----------------------------------------------------------|
| List of Supporting Documents:<br>Location Map | Other Departments, Boards, Commissions or Agencies<br>n/a |
|-----------------------------------------------|-----------------------------------------------------------|

U-1

# 15TH STREET VILLAGE NO.2



U-2

## LOCATION MAP

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 1,830 SQUARE FOOT TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS A SANITARY SEWER EASEMENT FOR THE 15TH STREET VILLAGE NO. 2 ADDITION, SAID PARCEL SITUATED IN THE SANFORD BECK SURVEY, ABSTRACT NO. 73 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, a sanitary sewer easement is needed to serve the 15th Street Village No. 2 Addition in the City of Plano, Texas; and

**WHEREAS**, said sanitary sewer easement is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 1,830 square foot tract of land should be dedicated as a sanitary sewer easement to serve the 15th Street Village No. 2 Addition and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

**Section I.** The City Council hereby authorizes the dedication of the sanitary sewer easement to serve the 15th Street Village No. 2 Addition and determines that the dedication is acceptable and is hereby in all things approved.

**Section II.** The City Manager or in his absence his designee is hereby authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

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

Metes and Bounds Description  
Sanford Beck Survey, Abstract No. 73  
City of Plano, Collin County, Texas

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Sanford Beck Survey, Abstract No. 73, being part of a 0.85 acre City of Plano tract of land as recorded in Volume 5012, Page 2293 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at a ½" Roome capped iron rod set marking the southeast corner of a 0.12 acre tract, said corner being in the south line of said 0.85 acre tract and the north line of a City of Plano 1.185 acre tract as recorded under County Clerk No. 92-0063772 of the Collin County Land Records;

THENCE with the east line of said 0.12 acre tract, North 00°00'07" West, 54.38 feet to the POINT OF BEGINNING and the southwest corner of the herein described premises;

THENCE with the west line of said premises and the east line of said 0.12 acre tract, North 00°00'07" West, 46.54 feet to the northwest corner of said premises;

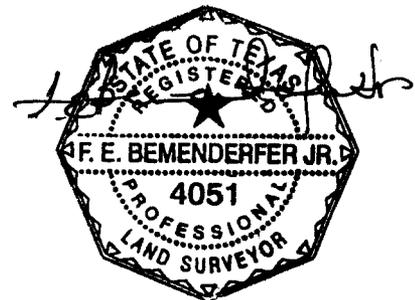
THENCE with the north line of said premises, South 89°57'57" East, 90.50 feet to its northeast corner in the west right-of-way line of "H" Avenue and the east line of said 0.85 acre tract;

THENCE with the west right-of-way line of "H" Avenue and an east line of said 0.85 acre tract, South 00°07'20" West, 15.00 feet to the most easterly southeast corner of said premises;

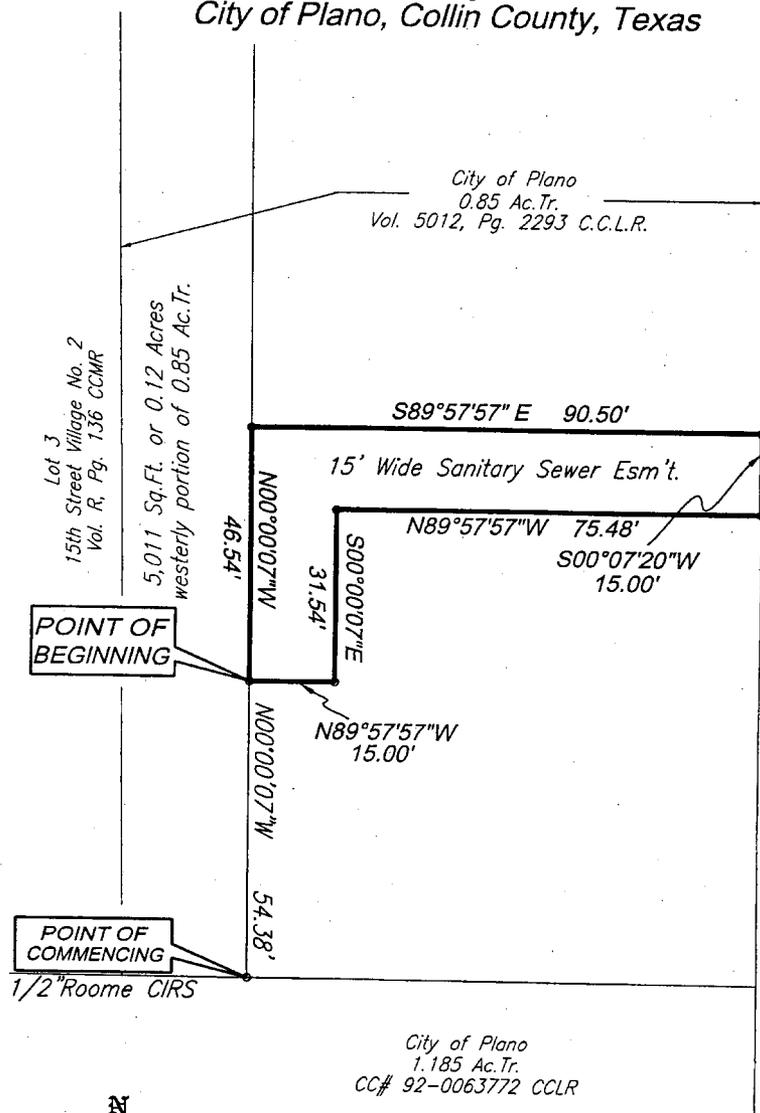
THENCE with a south line of said premises, North 89°57'57" West, 75.48 feet to an interior corner of said premises;

THENCE with an east line of said premises, South 00°00'07" East, 31.54 feet to its most southerly southeast corner;

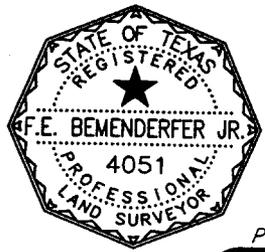
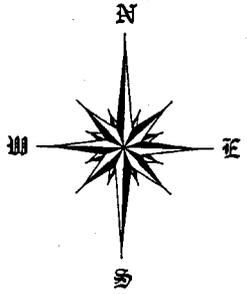
THENCE with a south line of said premises, North 89°57'57" West, 15.00 feet to the point of beginning and containing 1,830 square feet or 0.042 acre of land.



**Exhibit "A"**  
**1,830 Sq.Ft. or 0.042 Acre**  
**Sanford Beck Survey, Abstract No. 73**  
**City of Plano, Collin County, Texas**



**"H" Avenue**



Scale: 1"=30'  
July 2007

P:/AC/2007Q3/AC71002.dwg

**ROOME LAND SURVEYING, INC.**  
 2000 AVENUE G  
 SUITE 810  
 PLANO, TX 75074  
 Phone Number (972) 423-4372  
 Fax Number (972) 423-7523

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                        |                                  |                                    |                                         |                                                                                    |
|----------------------------------------|----------------------------------|------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>       |                                  | Reviewed by Purchasing             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable                                 |
| <input type="checkbox"/> Consent       | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                      | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>7/23/2007</b> |                                  | Reviewed by Legal                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable                                            |
| Department:                            | Finance                          | Initials                           | Date                                    |                                                                                    |
| Department Head                        | John McGrane                     | Executive Director                 |                                         |                                                                                    |
| Dept Signature:                        |                                  | City Manager                       | 6/27/07                                 |                                                                                    |
| Agenda Coordinator (include phone #):  |                                  | <b>Brianna Alvarado X7479</b>      |                                         |                                                                                    |

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

**CAPTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND SCOR LIFE U.S. RE INSURANCE COMPANY, 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<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS    |
|----------------------------|--------------------------|-----------------|-----------------|-----------|
| Budget                     | 0                        | 6,000,000       | 0               | 6,000,000 |
| Encumbered/Expended Amount | 0                        | 0               | 0               | 0         |
| This Item                  | 0                        | -75,000         | 0               | -75,000   |
| <b>BALANCE</b>             | 0                        | 5,925,000       | 0               | 5,925,000 |

**FUND(S):**

**COMMENTS:** The Business Personal Property is estimated to have an approximate taxable value of not less than \$250,000

**SUMMARY OF ITEM**

A request by SCOR Life U.S. Re Insurance Company, for an economic development incentive for the transfer of 40 full time jobs, and the creation of 40 additional jobs.



**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                   |
|                                          |                                                    |

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 SCOR LIFE U.S. RE INSURANCE COMPANY, 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 SCOR Life U.S. Re Insurance Company, 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 23rd day of July 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 SCOR Life U.S. Re Insurance Company, (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 reinsurance; 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 occupy 26,000 square feet of office space located at 3900 Dallas Parkway, Suite 200, Plano, Texas 75093 (the "Property"); add Two Hundred and Fifty Thousand Dollars (\$250,000.00) in new personal property improvements, and create or transfer 80 full time jobs from outside the City to the Property; and

**WHEREAS**, the investment in new personal property and the transfer of 80 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:

V-5

## **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 June 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 May 31, 2017, 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) Occupancy of the “Property” on or before June 1, 2007;
- (b) Invest Two Hundred Fifty Thousand Dollars (\$250,000.00) in new personal property improvements at the Property on or before December 31, 2007; and
- (c) Create or transfer 80 Job Equivalents to the Property: 40 by transfer from locations outside the City by June 1, 2007 and another 40 Job Equivalents newly created by July 1, 2008.

**Article IV**  
**Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a onetime cash grant in the amount of Fifty Two Thousand (\$52,000.00) Dollars for occupying 26,000 square feet of space and transferring 40 Job Equivalents from locations outside the City by June 1, 2007.

4.02 The City agrees to provide the Company a one-time cash grant of Twenty Three Thousand Dollars (\$23,000.00) for attaining an employment target of at least 40 newly created full time Job Equivalent positions at the Property by July 1, 2008.

4.03 **Grant Payments.** Except as otherwise indicated, payment of the amounts in Section 4.01 and 4.02 under this Agreement shall be paid within thirty (30) days after the Company completes the 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.

4.04 **Refunds.** In the event the Company allows Job Equivalents at the Property to fall below 80 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 Nine Hundred and Thirty Seven Dollars (\$937.00) for each Job Equivalent that falls below 80. 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, 2009 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):  
SCOR Life U.S. Re Insurance Company

Attention: Mr. John Brill  
15305 Dallas Parkway Suite 700  
Addison, Texas 75001

If intended for the Company (if after the relocation):  
SCOR Life U.S. Re Insurance Company  
Attention: Mr. John Brill  
3900 Dallas Parkway  
Plano, Texas 75093

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 23<sup>rd</sup> day of July, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule  
municipal corporation

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

By:

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

APPROVED AS TO FORM:

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

ATTEST:

SCOR LIFE U.S. RE INSURANCE  
COMPANY

BY:

\_\_\_\_\_  
John Brill  
Chief Financial Officer

**EXHIBIT "A"**  
**CERTIFICATE OF COMPLIANCE**

I hereby certify that SCOR Life U.S. Re Insurance Company 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 of \$ \_\_\_\_\_ under the terms of that Agreement.

ATTEST:

SCOR Life U.S. Re Insurance 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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

I hereby certify that SCOR Life U.S. Re Insurance Company 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 IV of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

SCOR Life U.S. Re Insurance 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                    |                                                      |                                                      |                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------|------------------------------------------------------|------------------------------------------------------|-----------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  | Reviewed by Purchasing             | <input type="checkbox"/> Yes                         | <input checked="" type="checkbox"/> Not Applicable   |                                         |
| <input type="checkbox"/> Consent                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget                                   | <input checked="" type="checkbox"/> Yes<br><i>MS</i> | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: <b>07/23/07</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  | Reviewed by Legal                  | <input checked="" type="checkbox"/> Yes<br><i>MS</i> | <input type="checkbox"/> Not Applicable              |                                         |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Human Resources                  |                                    |                                                      | Initials                                             | Date                                    |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LaShon Ross                      |                                    |                                                      | Executive Director                                   | <i>MS</i> 6-26-07                       |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <i>LaShon Ross</i>               |                                    |                                                      | City Manager                                         | <i>JM</i> 6/27/07                       |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  | Daryll McCarthy, ext 5216          |                                                      |                                                      |                                         |
| ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                                                                                                       |                                  |                                    |                                                      |                                                      |                                         |
| <p><b>AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2006-9-28; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2006-2007; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION; ESTABLISHING A SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 2, 2006; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.</b></p> |                                  |                                    |                                                      |                                                      |                                         |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                    |                                                      |                                                      |                                         |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP                                                                                                                                                                                                                                                                                                                                         |                                  |                                    |                                                      |                                                      |                                         |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>06-07</b>                     | Prior Year<br>(CIP Only)           | Current<br>Year                                      | Future<br>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                                       |
| <b>FUND(S):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                    |                                                      |                                                      |                                         |
| <b>COMMENTS:</b> Increasing the number of Police Officer positions by one (1) to assume the duties of the Red Light Program Coordinator.<br><b>STRATEGIC PLAN GOAL:</b> Civil Service personnel relate to the City's goal of "Premier City for Families" with "Service Excellence".                                                                                                                                                                                                      |                                  |                                    |                                                      |                                                      |                                         |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |                                    |                                                      |                                                      |                                         |
| Requesting approval of 2006-07 Civil Service Compensation and classification plan.                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                    |                                                      |                                                      |                                         |
| List of Supporting Documents:<br>Attachments A and B                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                    | Other Departments, Boards, Commissions or Agencies   |                                                      |                                         |

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2006-9-28; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2006-2007; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION; ESTABLISHING A SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 2, 2006; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 25, 2006 by Ordinance No. 2006-9-28 the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

**WHEREAS**, the City Council has since reviewed the number of sworn personnel within the Police Department of the City of Plano and is of the opinion that the number of sworn officers should increase by one (1) to assume the duties of Red Light Program Coordinator effective July 30, 2007 as reflected on Exhibit "B" attached; and

**WHEREAS**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 1, 2006, January 1, 2007, April 1, 2007 and July 30, 2007 respectively, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective October 2, 2006.

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

**Section I.** Ordinance No. 2006-9-28 duly passed and approved by the City Council of the City of Plano, Texas on September 25, 2006 is repealed in its entirety effective July 23, 2007.

**Section II.** The number of positions in the City of Plano Police and Fire Departments effective October 1, 2006, January 1, 2007, April 1, 2007 and July 30, 2007 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2006-2007, effective October 2, 2006, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

**Section III.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

**Section VI.** Upon passage, this Ordinance shall become effective July 23, 2007.

**DULY PASSED AND APPROVED**, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Wetherbee, CITY ATTORNEY

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**CITY OF PLANO  
2006-2007 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 10/02/06**

**FIRE**

| <b>RANGE</b> | <b>POSITION</b>           | <b># Positions Effective</b>     | <b>BASE</b>                    | <b>6 MOS.</b>              | <b>12 MOS.</b>             | <b>24 MOS.</b>            |
|--------------|---------------------------|----------------------------------|--------------------------------|----------------------------|----------------------------|---------------------------|
| FCS 001      | Fire Rescue Specialist**  | 10/01/06 - 186<br>01/01/07 - 195 | Monthly:<br>Annual:<br>Hourly: | 4369<br>52,428<br>18,0043  | 4677<br>56,123<br>19,2729  | 5152<br>61,826<br>21,2314 |
| FCS 002      | Fire Apparatus Operator** | 10/01/06 - 51                    | Monthly:<br>Annual:<br>Hourly: | 5666<br>67,991<br>23,3486  |                            |                           |
| FCS 003      | Lieutenant**              | 10/01/06 - 22<br>01/01/07 - 23   | Monthly:<br>Annual:<br>Hourly: | 6384<br>76,602<br>26,3057  |                            |                           |
| FCS 004      | Captain**                 | 10/01/06 - 38                    | Monthly:<br>Annual:<br>Hourly: | 7151<br>85,812<br>29,4686  |                            |                           |
| FMC 005      | Battalion Chief*          | 10/01/06 - 8                     | Monthly:<br>Annual:<br>Hourly: | 8129<br>97,553<br>46,9005  | 8819<br>105,830<br>50,8800 |                           |
| FMC 006      | Assistant Fire Chief*     | 10/01/06 - 4                     | Monthly:<br>Annual:<br>Hourly: | 9687<br>116,239<br>55,8840 |                            |                           |

\* Hourly rate based on 2080 hours annually

\*\* Hourly rate based on 2912 hours annually

**CITY OF PLANO**  
**2006-2007 CIVIL SERVICE COMPENSATION PLAN**  
 Effective 10/02/06

**POLICE**

| <b>RANGE</b> | <b>POSITION</b>    | <b># POSITIONS Effective</b> | <b>BASE</b> | <b>6 MOS.</b> | <b>12 MOS.</b> | <b>18 MOS.</b> | <b>24 MOS.</b> | <b>30 MOS.</b> | <b>36 MOS.</b> |
|--------------|--------------------|------------------------------|-------------|---------------|----------------|----------------|----------------|----------------|----------------|
| PCS<br>001   | Police Officer     | 10/01/06 - 296               | 4406        | 4554          | 4704           | 4912           | 5074           | 5247           | 5513           |
|              |                    | 04/01/07 - 300               | 52,867      | 54,649        | 56,451         | 58,944         | 60,883         | 62,962         | 66,158         |
|              |                    | 07/30/07 - 301               | 25,4168     | 26,2736       | 27,1398        | 28,3382        | 29,2707        | 30,2704        | 31,8068        |
| PCS<br>002   | Sergeant           | 10/01/06 - 36                | 6258        |               | 6499           |                |                |                |                |
|              |                    |                              | 75,101      |               | 77,988         |                |                |                |                |
|              |                    |                              | 36,1065     |               | 37,4944        |                |                |                |                |
| PCS<br>003   | Lieutenant         | 10/01/06 - 13                | 6987        |               | 7405           |                |                |                |                |
|              |                    |                              | 83,840      |               | 88,866         |                |                |                |                |
|              |                    |                              | 40,3078     |               | 42,7240        |                |                |                |                |
| PCS<br>004   | Captain            | 10/01/06 - 4                 | 7961        |               | 8438           |                |                |                |                |
|              |                    |                              | 95,532      |               | 101,258        |                |                |                |                |
|              |                    |                              | 45,9289     |               | 48,6819        |                |                |                |                |
| PCS<br>005   | Asst. Police Chief | 10/01/06 - 1                 | 9071        |               | 9664           |                |                |                |                |
|              |                    |                              | 108,848     |               | 115,968        |                |                |                |                |
|              |                    |                              | 52,3306     |               | 55,7538        |                |                |                |                |

Recruit:  
 PCS                    4082  
 01A                    48,986  
                           23,5509



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099  
<http://www.ci.plano.tx.us>

## **MEMORANDUM**

**DATE:** April 4, 2007  
**TO:** Gregory W. Rushin, Chief of Police  
**FROM:** Ed Drain, Assistant Chief  
**SUBJECT:** Red Light Camera Program Coordinator

I recommend we add an additional sworn officer to assume the duties of the Red Light Camera (RLC) Program Coordinator. I also recommend RLC Program revenue be used to pay the officer's salary and benefits assuming this is a permissible expense in accordance with proposed legislation SB 125.

The RLC Program Coordinator duties currently are handled by the Support Services Division (SSD) Operations Lieutenant. This Lieutenant also manages the Traffic Unit and the Neighborhood Police Officer Unit consisting of 40 employees. A sworn officer is needed to relieve the Lieutenant of the day-to-day operation of the RLC Program.

The RLC Coordinator will be responsible for all aspects of the program, including coordinating the selection of camera locations, monitoring the performance of the cameras, and coordinating business rules between the City and the vendor. Duties include preparing statistical reports on the performance of the cameras and their impact on traffic safety. The RLC Program Coordinator also will assist with Open Records and media requests, and review all invoices submitted by the vendor and hearing officer for payment.

The RLC Program Coordinator will also review violations for confirmation the incident is actually a violation. This function is currently conducted by Traffic Unit officers working on an overtime basis. The time required to review over 1,000 violations per month, combined with the above responsibilities, justify the addition of a full-time sworn officer to assume these duties. Below are the costs for adding an additional officer as the RLC Program Coordinator:

|                                                |                |
|------------------------------------------------|----------------|
| Salary & Benefits:                             | \$74,342       |
| Equipment & Training:                          | \$13,789       |
| Mid-sized Sedan & Mobile Radio:                | \$24,030       |
| <u>Vehicle Depreciation &amp; Maintenance:</u> | <u>\$6,195</u> |
|                                                | \$118,356      |

The median number of violations currently per camera per month is 134. Using this figure and the nine cameras currently installed, we can estimate approximately \$1,085,400 in revenue annually. With five additional cameras scheduled for installation later this year, we can estimate \$1,688,400 annually. Revenue from the RLC Program operations has fluctuated widely with some locations exceeding the anticipated number of violations and

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others producing fewer violations. But using the current median number of violations per camera per month, revenue is approximately double the amount required for vendor fees and hearing officer expenses. It is unlikely we will experience a reduction in violations to the point revenue could not cover the officer's salary and benefits along with the other fees and expenses.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                         |                                                    |                                         |                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------|----------------------------------------------------|-----------------------------------------|----------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                       |                                  |                         | Reviewed by Purchasing                             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                   |                                  |                         | Reviewed by Budget                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date:                                                                                                                                                                                                                                                                                                                                                                                  | <b>7/23/07</b>                   |                         | Reviewed by Legal <i>WJ</i>                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable            |
| Department:                                                                                                                                                                                                                                                                                                                                                                                            | Engineering                      |                         |                                                    | Initials                                | Date                                               |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                        | Alan L. Upchurch                 |                         | Executive Director                                 | <i>[Signature]</i>                      | 7/11/07                                            |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                        | <i>[Signature]</i>               |                         | City Manager                                       | <i>[Signature]</i>                      | 7/12/07                                            |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                                                                                  |                                  |                         | Irene Pegues (7198) <i>[Signature]</i>             |                                         |                                                    |
| ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                     |                                  |                         |                                                    |                                         |                                                    |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                         |                                                    |                                         |                                                    |
| An ordinance of the City of Plano, Texas, granting a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at 5601 Banister Court, Plano, Texas, located west of Willow Bend Drive and north of West Park Boulevard; authorizing the City Manager, or his designee, to execute any and all documents in connection therewith; and providing an effective date. |                                  |                         |                                                    |                                         |                                                    |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                               |                                  |                         |                                                    |                                         |                                                    |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP                                                                                                                                                                                                                                            |                                  |                         |                                                    |                                         |                                                    |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                                                                           | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>                           |                                                    |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                 | 0                                | 0                       | 0                                                  | 0                                       |                                                    |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                                                                             | 0                                | 0                       | 0                                                  | 0                                       |                                                    |
| This Item                                                                                                                                                                                                                                                                                                                                                                                              | 0                                | 0                       | 0                                                  | 0                                       |                                                    |
| BALANCE                                                                                                                                                                                                                                                                                                                                                                                                | 0                                | 0                       | 0                                                  | 0                                       |                                                    |
| FUND(S):                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                         |                                                    |                                         |                                                    |
| COMMENTS:                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                         |                                                    |                                         |                                                    |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                         |                                                    |                                         |                                                    |
| This is an application to drill a private well at 5601 Banister Court 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                                                |                                         |                                                    |

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, GRANTING A PERMIT TO ANDRUS WATER WELL DRILLING COMPANY TO DRILL A WATER WELL TO SUPPLY IRRIGATION NEEDS AT 5601 BANISTER COURT, PLANO, TEXAS, LOCATED WEST OF WILLOW BEND DRIVE AND NORTH OF WEST PARK BOULEVARD; 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"), Andrus Water Well Drilling Company ("Andrus"), 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 Andrus.

**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 Andrus under the following conditions:

1. The private well will be constructed at 5601 Banister Court, located west of Willow Bend Drive and north of West Park Boulevard, 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 860 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. Andrus 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 Andrus has complied with relevant state laws or regulations.

X-2

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.

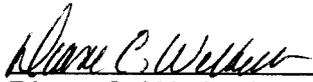
**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2007.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

**ANDRUS WATER WELL DRILLING COMPANY**  
McKinney, Texas  
July 2, 2007

**TO:** Plano City Council c/o Mr. Charles Davis  
**FROM:** Andrus Water Well Drilling Co.

**RE: Permit Application Request for Residential Well for Mr. Chick Young who resides at northwest corner of Willow Bend and Banister Lane in Plano, Texas**

The depth of this well will be approximately 860 feet to the upper Woodbine Formation. The purpose of this well is strictly for residential irrigation at the location listed above. The following is the itemized specification for drilling and construction of this well.

- (1) Mobilize drilling rig and ancillary equipment;
- (2) Drill 8" diameter vertical hole to depth of Woodbine Aquifer; (approximately 860')
- (3) Set 4" steel casing, welded joints;
- (4) Set 40' of stainless steel screen;
- (5) Set gravel pack;
- (6) Set cement sanitary seal (to 50' cementation);
- (7) Develop well with high volume air surging;
- (8) Set 5 HP, 230V, single phase, submersible motor and pump;
- (9) Set electrical cable;
- (10) Develop well to produce approximately 25 gallons per minute; and,
- (11) Restore site to rake clean condition.

We will not allow cross connection with the Plano City Water System. Any water mains currently connected to the existing irrigation (sprinkler) system will be terminated with permanent caps.

Andrus Water Well Drilling Company is duly licensed and insured. I have read all the requirements for water wells in the City of Plano and all applicable state regulations and will adhere to these requirements. Thank you for time and consideration.

Matt Andrus  
Andrus Water Well Drilling  
License Number; 54440

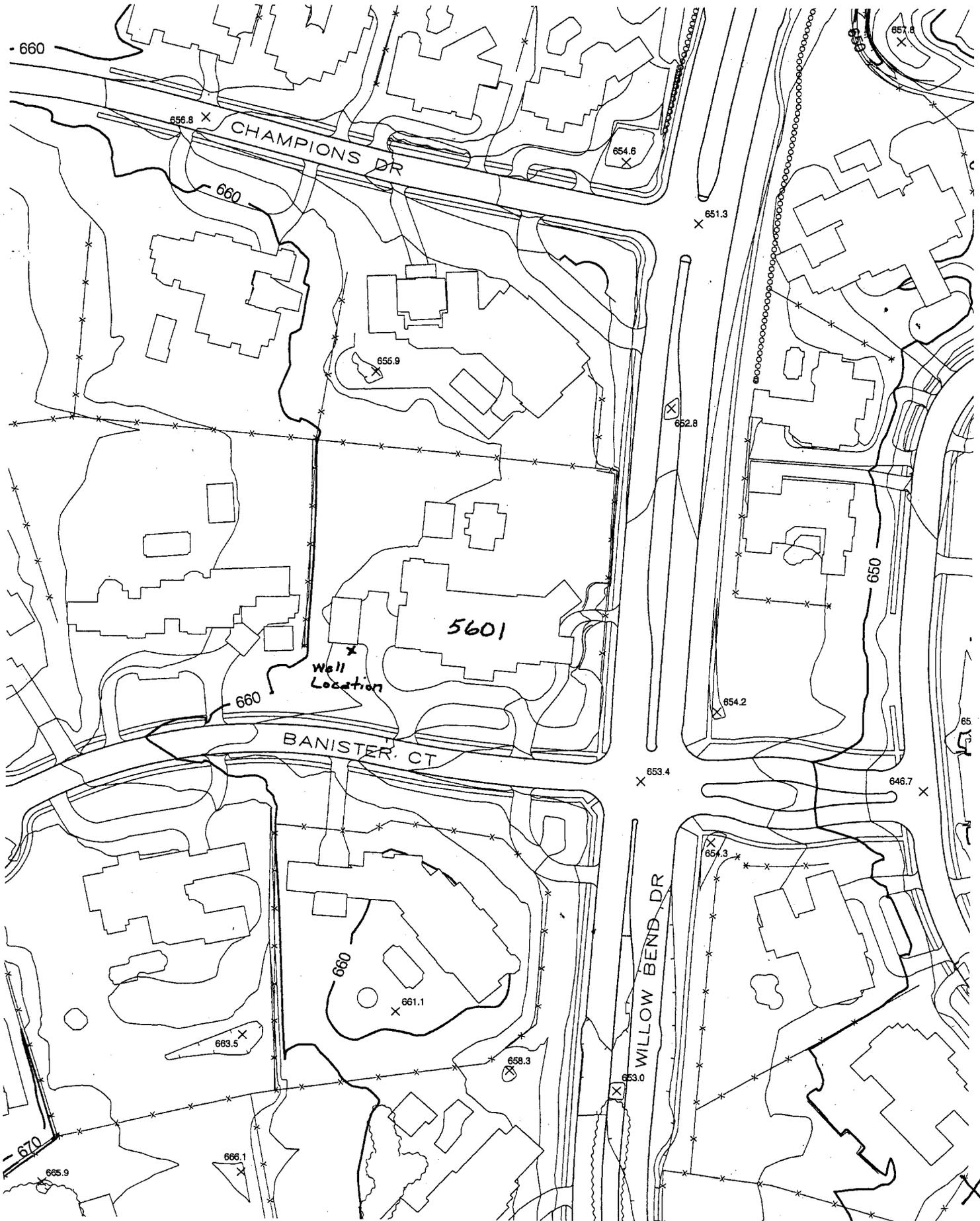
Sincerely,

Matt Andrus, Hydrogeologist  
Texas Pump Installers License #54440

WWW.USWELLDRILLING.COM  
221 Randy Lee Lane, McKinney, Texas 75070

X-4





**CITY OF PLANO  
COUNCIL AGENDA ITEM**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                                    |                                         |                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------|-----------------------------------------|----------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | Reviewed by Purchasing                             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          | Reviewed by Budget                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>7/23/07</b>           | Reviewed by Legal <i>WJ</i>                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable            |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Engineering              | Initials                                           | Date                                    |                                                    |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Alan L. Upchurch         | Executive Director                                 | <i>[Signature]</i>                      | 7/11/07                                            |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <i>[Signature]</i>       | City Manager                                       | <i>[Signature]</i>                      | 7/12/07                                            |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          | Irene Pegues (7198)                                | #5559                                   |                                                    |
| <b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                            |                          |                                                    |                                         |                                                    |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                                    |                                         |                                                    |
| An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain twenty foot (20') sanitary sewer easement being situated in the Jacob Baccus survey, Abstract Number 53, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Estancia at Ridgeview Ranch, L.P., to the extent of its interest; authorizing the City Manager, or in his absence an Executive Director, to execute any documents deemed necessary; and providing an effective date. |                          |                                                    |                                         |                                                    |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                    |                                         |                                                    |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                    |                                         |                                                    |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Prior Year<br>(CIP Only) | Current<br>Year                                    | Future<br>Years                         | TOTALS                                             |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0                        | 0                                                  | 0                                       | 0                                                  |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                        | 0                                                  | 0                                       | 0                                                  |
| This Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0                        | 0                                                  | 0                                       | 0                                                  |
| BALANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0                        | 0                                                  | 0                                       | 0                                                  |
| FUND(S):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                    |                                         |                                                    |
| COMMENTS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                                                    |                                         |                                                    |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                                    |                                         |                                                    |
| The existing sanitary sewer main was relocated and a new easement provided with the Estancia at Ridgeview Ranch Addition. The existing 20' sanitary sewer easement is no longer needed and can be abandoned.                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                    |                                         |                                                    |
| List of Supporting Documents:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | Other Departments, Boards, Commissions or Agencies |                                         |                                                    |
| Location Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          | n/a                                                |                                         |                                                    |



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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN TWENTY FOOT (20') SANITARY SEWER EASEMENT BEING SITUATED IN THE JACOB BACCUS SURVEY, ABSTRACT NUMBER 53, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, ESTANCIA AT RIDGEVIEW RANCH, L.P., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain twenty foot (20') sanitary sewer Easement (hereinafter called "Easement") being situated in the Jacob Baccus Survey, Abstract Number 53, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owner in accordance with its respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

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

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

**Section IV.** This Ordinance shall become effective immediately upon its passage as set forth below.

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

**ABANDONMENT OF SANITARY SEWER EASEMENT  
 JACOB BACCUS SURVEY, ABSTRACT NO. 53  
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the Jacob Baccus Survey, Abstract No. 53, in the City of Plano, Collin County, Texas, being a part of a called 36.2828 acre tract of land described in deed to ESTANCIA AT RIDGEVIEW RANCH, L.P., recorded in Instrument No. 20060120000086140 of the Official Public Records of Collin County, Texas, and being all of the Sanitary Sewer Easement dedicated by the City of Plano, recorded in Volume 4357, Page 1547 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point for the westerly common corner of a 1.00 acre tract of land described in deed to Harold R. Clark, recorded in Volume 750, Page 382 of the Deed Records of Collin County, Texas, and a 0.053 acre tract of land described in deed the the City of Plano, recorded in Collin County Clerk's File No. 96-0040407 of the Land Records of Collin County, Texas, and being in the easterly line of the remainder of the 42.070 acre tract of land described as Tract Three in deed to HRC Ranch, Ltd., recorded in Collin County Clerk's File No. 93-0060598 and 93-0060599 of the Land Records of Collin County, Texas;

**THENCE** with the common line of the 0.053 acre tract and the 42.070 acre tract, South 06°34'01" West, a distance of 23.90 feet to a 1/2-inch iron rod found for the southerly common corner of the 0.053 acre tract and the 42.070 acre tract, and being in the north line of Lot 1, Block A of RIDGEVIEW RANCH GOLF CLUB, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Slide 577 of the Map Records of Collin County, Texas;

**THENCE** with the north line of Lot 1, Block A, the following courses and distances to wit:

- North 89°31'43" West, a distance of 959.39 feet to a 1-inch iron rod found for corner;
- South 81°03'36" West, passing at a distance of 173.76 feet the most southerly southeast corner of the said 1.815 acre tract, passing at a distance of 580.89 feet the northwest corner of Lot 1, Block A, same being an interior ell corner of the 37.218 acre tract described as Tract Two in deed to HRC Ranch, Ltd., recorded in Collin County Clerk's File No. 93-0060598 and 93-0060599 of the Land Records of Collin County, Texas, and part of the 42.070 acre tract, continuing in all a distance of 932.26 feet to a point for corner in the easterly right-of-way line of Independence Parkway (a 110-foot wide public right-of-way), dedicated to the City of Plano by deed recorded in Volume 4128, Page 2985 of the Land Records of Collin County, Texas;

**THENCE** with the easterly right-of-way line of Independence Parkway, North 00°09'06" West, a distance of 20.24 feet to a point for corner;

File: G:\SURVEY\63800077\ESMT-EXHBT-ABAND-unsdted.dwg (SHEET 1)  
 Xrefs: X-TOPO 70\_BASE-ph1 x2436 XBDY XASBLT XFLOOD XSITE XPHASZ  
 7/9/2007 3:52pm images



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**ABANDONMENT OF SANITARY SEWER EASEMENT  
 JACOB BACCUS SURVEY, ABSTRACT NO. 53  
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

**THENCE** leaving the easterly right-of-way line of Independence Parkway and across the 37.218 acre tract, the 1.815 acre tract described as Tract A in the City Ordinance No. 96-11-20, recorded in Collin County Clerk's File No. 96-0107837 of the Land Records of Collin County, Texas, and the said 42.070 acre tract, the following courses and distances to wit:

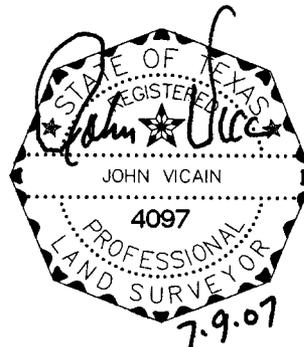
- 20-feet parallel to the north line of Lot 1, Block A of RIDGEVIEW RANCH GOLF CLUB, North 81°03'36" East, a distance of 930.81 feet to a point for corner;
- 20-feet parallel to the north line of Lot 1, Block A of RIDGEVIEW RANCH GOLF CLUB, South 89°31'43" East, a distance of 948.09 feet to a point for corner;
- 15-feet parallel to the west line of the 1.00 acre tract, North 06°34'01" East, a distance of 227.35 feet to a point for corner;
- North 73°47'43" East, a distance of 164.54 feet to a point for corner in the easterly common line of the 42.070 acre tract and Lot 1, Block A of RIDGEVIEW RANCH GOLF CLUB;

**THENCE** with the easterly common line of the 42.070 acre tract and Lot 1, Block A, South 35°51'29" East, a distance of 15.93 feet to a point for corner;

**THENCE** leaving the easterly common line of the 42.070 acre tract and Lot 1, Block A and across the 42.070 acre tract, the following courses and distances to wit:

- South 73°47'43" West, a distance of 159.93 feet to a point for corner;
- South 06°34'01" West, passing at a distance of 8.76 feet the northwest corner of the 1.00 acre tract, continuing in all a distance of 211.99 feet the **POINT OF BEGINNING** and containing 1.0012 acres (43,613 square feet) of land.

Bearing system based upon the City of Plano Geodetic Monumentations.

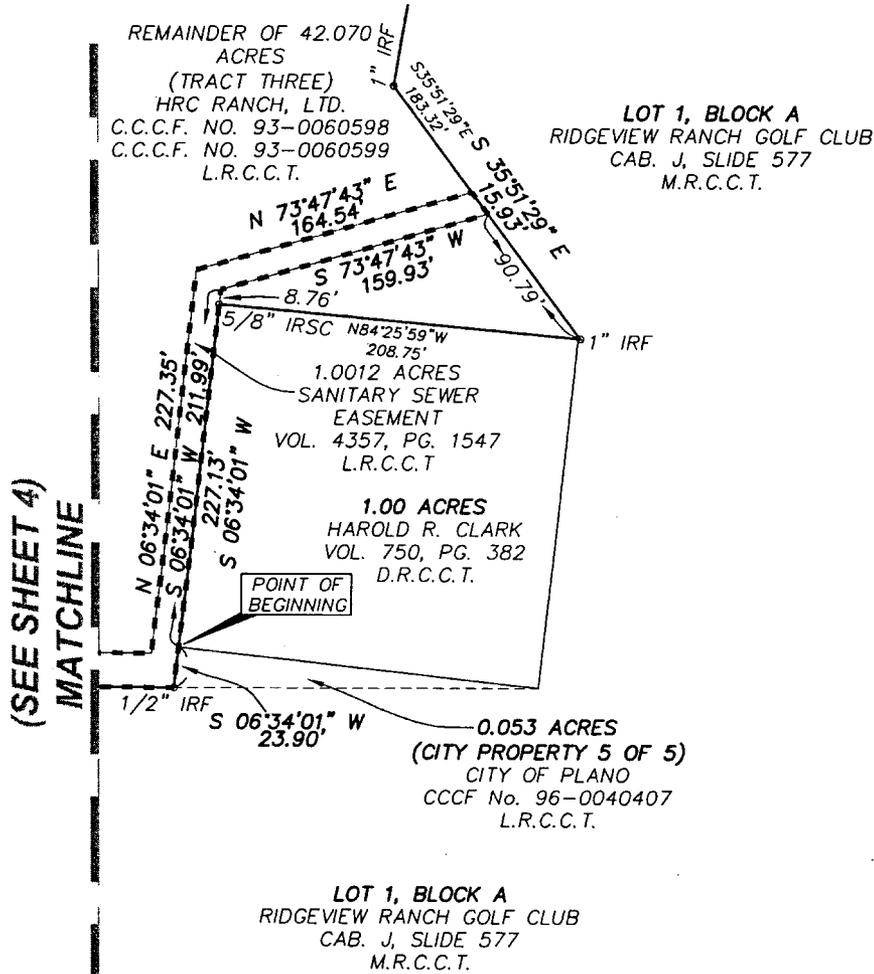


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 Xrefs: X-TOPO 70\_BASE--ph1 x24.36 XBDY XASBLT XFLOOD XSITE XPHASEZ Images:

Y-6



**ABANDONMENT OF SANITARY SEWER EASEMENT**  
**JACOB BACCUS SURVEY, ABSTRACT NO. 53**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



(SEE SHEET 4)  
 MATCHLINE



GRAPHIC SCALE



( IN FEET )  
 1 inch = 100 ft.



File: G:\SURVEY\63800017\ESMT-EXHET-SAN-SWR-ABAND.dwg [SHEET 3]  
 Xrefs: X-TOPD 70\_BASE-plot x2436 XBDY XASBLT XFLOOD XSITE XPHASE2  
 7/9/2007 2:18pm Images:

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**ABANDONMENT OF SANITARY SEWER EASEMENT  
 JACOB BACCUS SURVEY, ABSTRACT NO. 53  
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

REMAINDER OF 42.070 ACRES  
 (TRACT THREE)  
 HRC RANCH, LTD.  
 C.C.C.F. NO. 93-0060598  
 C.C.C.F. NO. 93-0060599  
 L.R.C.C.T.

S 89°31'43" E 948.09'

5/8" IRFC  
 5/8" IRFC

N 89°31'43" W 959.39'

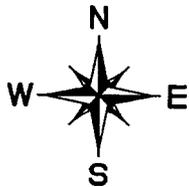
1.0012 ACRES  
 SANITARY SEWER EASEMENT  
 VOL. 4357, PG. 1547  
 L.R.C.C.T.

LOT 1, BLOCK A  
 RIDGEVIEW RANCH GOLF CLUB  
 CAB. J, SLIDE 577  
 M.R.C.C.T.

JACOB BACCUS SURVEY  
 ABSTRACT NO. 53

(SEE SHEET 5)  
 MATCHLINE

MATCHLINE  
 (SEE SHEET 3)



GRAPHIC SCALE



( IN FEET )

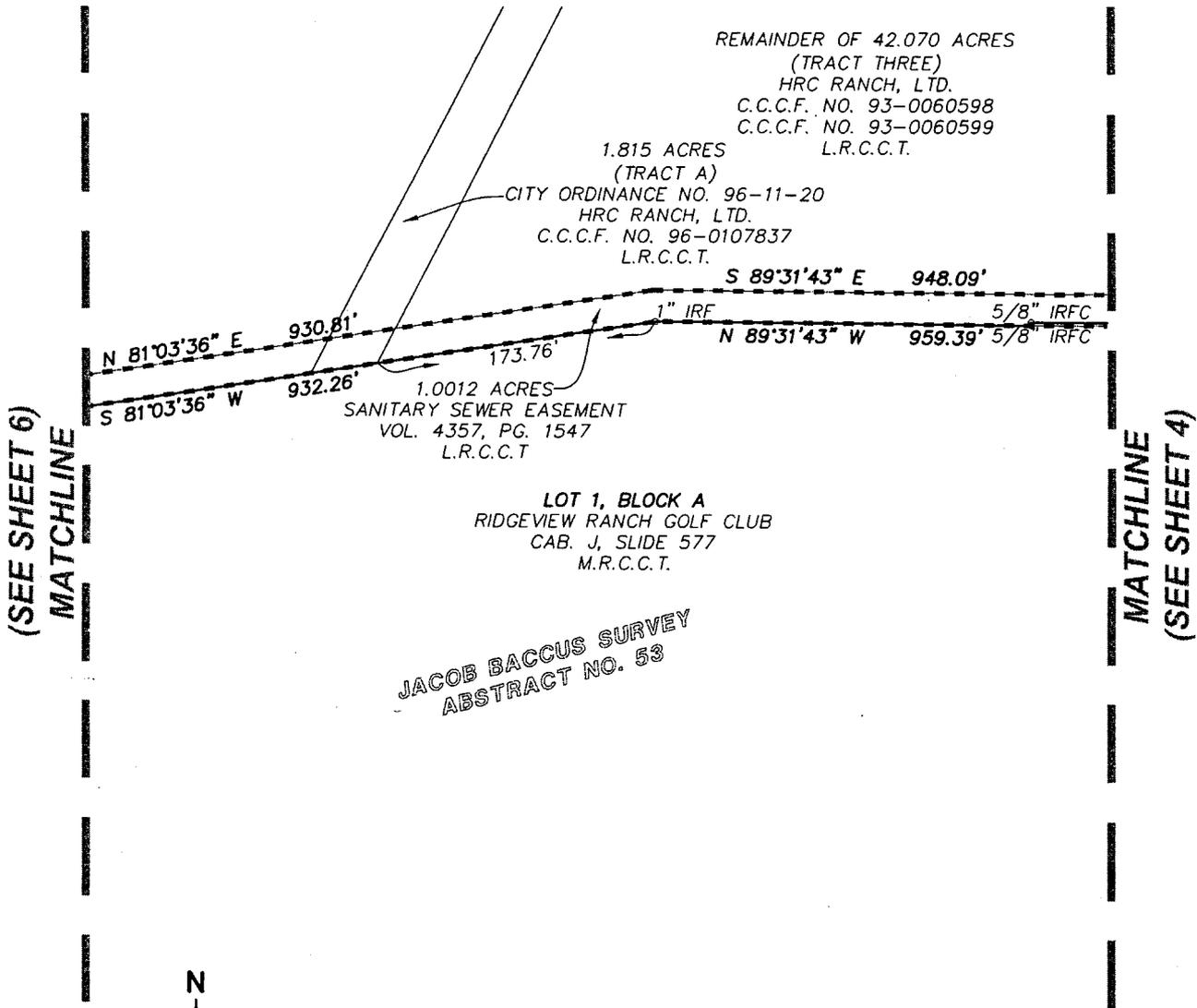
1 inch = 100 ft.

7/9/2007 2:18pm Images:  
 C:\SURVEY\63800017\ESMT-EXHBT-SAN-SWR-ABAND.dwg [SHEET 4]  
 Xrefs: X-TOP0 70-BASE-pn1 x2436 XBDY XASBLT XFLOOD XSITE XPHASEZ



4-8

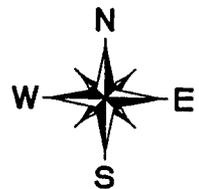
**ABANDONMENT OF SANITARY SEWER EASEMENT  
 JACOB BACCUS SURVEY, ABSTRACT NO. 53  
 CITY OF PLANO, COLLIN COUNTY, TEXAS**



(SEE SHEET 6)  
MATCHLINE

MATCHLINE  
(SEE SHEET 4)

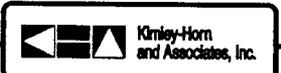
JACOB BACCUS SURVEY  
ABSTRACT NO. 53



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



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Xrefs: X-TOPO 70\_BASE-ph1 x2436 XBODY XASBLT XFLOOD XSITE XPHASE2  
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Y-9



EXHIBIT "B"

**PETITION FOR ABANDONMENT**

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting \_\_\_\_\_ [description and location of Easement] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as Exhibit "A-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:

THE DEVELOPMENT OF THE PROPERTY. THE DEVELOPMENT WILL CONSIST OF APARTMENTS, CLUBHOUSE WITH POOL, AND MAINTENANCE BUILDING.

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

THE UPGRADE OF THE SANITARY SEWER SERVICE TO A 15" MAIN.

- 3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
- 4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B-1".
- 5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
- 6. The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable

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EXHIBIT "B"

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

- 7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100% ESTANCIA AT RIDGEVIEW RANCH, L.P.

---

- 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]

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EXHIBIT "B"

- 10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Brady T. Blair

Typed Name of Owner

900 Brookstone Center Parkway

Address

Columbus, GA 31904

City, State and Zip

Dated: 7-9-07

Brady Blair  
Signature of Owner

Contact Person for Property Owners:

Name: Greg Helsel

Phone No: (972) 770-1300

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-----  
**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

Y-14



## CITY OF PLANO COUNCIL AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                                    |                                         |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------|-----------------------------------------|----------------------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          | Reviewed by Purchasing                             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | Reviewed by Budget                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>07/23/07</b>          | Reviewed by Legal <i>vs</i>                        | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable            |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Engineering              | Initials                                           | Date                                    |                                                    |
| Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Alan Upchurch            | Executive Director                                 | <i>[Signature]</i> 7/18/07              |                                                    |
| Dept Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>[Signature]</i>       | City Manager                                       | <i>[Signature]</i> 7/16/07              |                                                    |
| Agenda Coordinator (include phone #):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          | I. Pegues 7198                                     | <i>[Signature]</i>                      |                                                    |
| <b>ACTION REQUESTED:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT<br><input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                    |                                         |                                                    |
| <b>CAPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                    |                                         |                                                    |
| <p><b>An Ordinance of the City of Plano, Texas, repealing Ordinance No. 93-11-14, codified in subsection entitled "U.S. Highway 75 Service Roads" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances and repealing Ordinance Nos. 2000-4-7 and 2001-2-26, codified in Subsection entitled "State Highway 190 Service Roads" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, to establish prima facie maximum speed limits on U.S. Highway 75 Service Roads and the State Highway 190 Service Roads within the incorporated limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause and an effective date.</b></p> |                          |                                                    |                                         |                                                    |
| <b>FINANCIAL SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                    |                                         |                                                    |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                                    |                                         |                                                    |
| FISCAL YEAR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Prior Year<br>(CIP Only) | Current<br>Year                                    | Future<br>Years                         | TOTALS                                             |
| Budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0                        | 0                                                  | 0                                       | 0                                                  |
| Encumbered/Expended Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0                        | 0                                                  | 0                                       | 0                                                  |
| This Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0                        | 0                                                  | 0                                       | 0                                                  |
| BALANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0                        | 0                                                  | 0                                       | 0                                                  |
| FUND(s):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                    |                                         |                                                    |
| COMMENTS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                    |                                         |                                                    |
| <b>SUMMARY OF ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                                                    |                                         |                                                    |
| <p>The Texas Department of Transportation (TXDOT), based on traffic engineering studies conducted and a determination that an increase is warranted, has requested that the City of Plano increase the speed limits for the U.S. 75 Service Roads from 40 mph to 45 mph from the south city limits line to the north city limits line and for the State Highway 190 Service Road from 50 mph to 55 mph from Alma Drive to Coit Road. The Transportation Engineering Division concurs with the TXDOT findings and recommends a new uniform speed limit posting to foster traffic safety and flow.</p>                                                                                                                                                                                                                                                              |                          |                                                    |                                         |                                                    |
| List of Supporting Documents:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | Other Departments, Boards, Commissions or Agencies |                                         |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                                    |                                         |                                                    |

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 93-11-14, CODIFIED IN SUBSECTION ENTITLED "U.S. HIGHWAY 75 SERVICE ROADS" UNDER SECTION 12-74(B) OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES AND REPEALING ORDINANCE NOS. 2000-4-7 AND 2001-2-26, CODIFIED IN SUBSECTION ENTITLED "STATE HIGHWAY 190 SERVICE ROADS" UNDER SECTION 12-74(B) OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, TO ESTABLISH PRIMA FACIE MAXIMUM SPEED LIMITS ON U.S. HIGHWAY 75 SERVICE ROADS AND THE STATE HIGHWAY 190 SERVICE ROADS WITHIN THE INCORPORATED LIMITS OF THE CITY OF PLANO; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 1993 by Ordinance No. 93-11-14, the City Council of the City of Plano established prima facie maximum speed limits on the U.S. Highway 75 service roads within the corporate city limits of the City of Plano, and such Ordinance was codified as subsection "U.S. Highway 75 Service Roads" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano; and

**WHEREAS**, on April 10, 2000 and February 26, 2001 by Ordinance Nos. 2000-4-7 and 2001-2-26 respectively, the City Council of the City of Plano established prima facie maximum speed limits on State Highway 190 Service Roads within the incorporated city limits of the City of Plano, and such Ordinances were codified as subsection "State Highway 190 Service Roads" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano; and

**WHEREAS**, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

**WHEREAS**, the Texas Department of Transportation, based upon a traffic engineering study conducted on September 8, 2006 and a determination that an increase is warranted, requested that the City of Plano adopt an ordinance to increase the maximum prima facie speed limit on U.S. Highway 75 Service Roads from the south city limits line to the north city limits; and

**WHEREAS**, the Texas Department of Transportation, based upon a traffic engineering study conducted on April 23, 2007 and a determination that an increase is warranted, requested that the City of Plano adopt an ordinance to increase the maximum prima facie speed limit on the State Highway 190 Service Roads from Alma Drive to Coit Road; and

**WHEREAS**, the City Council hereby finds and determines that it is necessary and in the best interest of the City and its citizens to change the maximum prima facie speed limits for U.S. Highway 75 Service Roads and State Highway 190 Service Roads within the incorporated limits of the City of Plano.

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

**Section I.** The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the incorporated limits of the City of Plano in excess of the speeds now set forth.

**Section II.** Ordinance 93-11-14, duly passed and approved by the City Council of the City of Plano, Texas on November 8, 1993, and codified as subsection entitled "U.S. Highway 75 Service Roads" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, is hereby repealed and replaced with a new section as follows:

"U.S. Highway 75 Service Roads:

- (1) Forty-five (45) miles per hour along and upon U.S. Highway 75 Service Roads on both the east and west sides of U.S. Highway 75 from the south city limits to the north city limits line."

**Section III.** Ordinance Nos. 2000-4-7 and 2001-2-26, duly passed and approved by the City Council of the City of Plano, Texas on April 10, 2000 and February 26, 2001 respectively, and codified as subsection entitled "State Highway 190 Service Roads" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, are hereby repealed in their entirety and replaced with a new section as follows:

"State Highway 190 Service Roads:

- (a) Fifty-five (55) miles per hour along and upon the westbound State Highway 190 Service Road from Renner Road to northbound U.S. Highway 75 Service Road.
- (b) Fifty-five (55) miles per hour along and upon the westbound Highway 190 Service Road from Alma Drive to Coit Road."

**Section III.** The Traffic Engineer of the City of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

**Section IV.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the City establishing a school zone and speed limit therefore within the zones

changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

**Section V.** It is the intention of the City Council that this ordinance, and every provision hereof, shall be considered severable, and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinances shall not affect the validity of any other portion of this Ordinance.

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

**Section VII.** The repeal of any ordinance or part of any ordinance 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 ordinances at the time of passage of this Ordinance.

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

**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

Z-4

**DATE:** June 19, 2007  
**TO:** Honorable Mayor & City Council  
**FROM:** Carolyn Kalchthaler, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 18, 2007

**AGENDA ITEM NO. 6A - PUBLIC HEARING**   
**ZONING CASE 2007-14**  
**APPLICANT: HW SPRING CREEK PARTNERS, L.P.**

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.

**APPROVED:** 7-0 **DENIED:**            **TABLED:**           

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 2

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 48 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** July 23, 2007 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

TMF/dw

xc: S. Curtis Welwood Jr. - HW Spring Creek Partners L.P.  
Shane Jordan, Jordan Realty Advisors

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 18, 2007

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2007-14

**Applicant:** HW Spring Creek Partners, L.P.

---

**DESCRIPTION:**

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.

**REMARKS:**

The applicant is requesting to rezone 6.6± acres of property located on the east side of Spring Creek Parkway, approximately 3,100± feet west of Tennyson Parkway, from Commercial Employment (CE) to Neighborhood Office (O-1). A companion concept plan accompanies this rezoning and specific use permit request (Agenda Item 6B).

The subject property is currently undeveloped and is being used for agricultural purposes. The existing CE zoning district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences.

The requested O-1 zoning district is intended to provide for low-rise, garden-type office development providing professional, medical, and other office services to residents in adjacent neighborhoods.

Additionally, the applicant is requesting approval of a specific use permit to allow a veterinary clinic and kennel with indoor pens only. A veterinary clinic is defined as an establishment, not including outside pens, where animals and pets are admitted for examination and medical treatment. A kennel (indoor pens) is defined as an establishment with indoor pens in which more than six dogs or domesticated animals are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes; animal transportation service may be provided.

Veterinary clinics and kennels with indoor pens only are allowed within the O-1 zoning district subject to approval of a specific use permit.

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.

The Zoning Ordinance stipulates that clinics may only be allowed in freestanding, single-occupancy buildings or the ground floor of a single- or multi-story, multi-occupant building. The Zoning Ordinance also requires that separate customer and service entrances must be provided from exterior building doorways. Additionally, disposal of all waste materials shall be in accordance with the Texas Department of Health regulations. 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 rezoning and SUP be granted.

### **Surrounding Land Use and Zoning**

To the north, is the Frito Lay corporate offices on property zoned CE. To the west and southwest, across Spring Creek Parkway (type B+ thoroughfare) are single-family residences on property zoned Patio Home (PH). East and southeast of the subject property, the property is undeveloped and is zoned Single-Family Residence Attached (SF-A).

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Low Intensity Office (LIO). Both the current CE zoning and the requested zoning are in conformance with the Future Land Use Plan.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available.

**Traffic Impact Analysis (TIA)** - A Traffic Impact Analysis is not required since the amount/intensity of neighborhood office development on the property would not warrant a traffic impact analysis. Additionally, the trip generation potential by the zoning and specific use permit request is less than trip generation potential of the existing zoning.

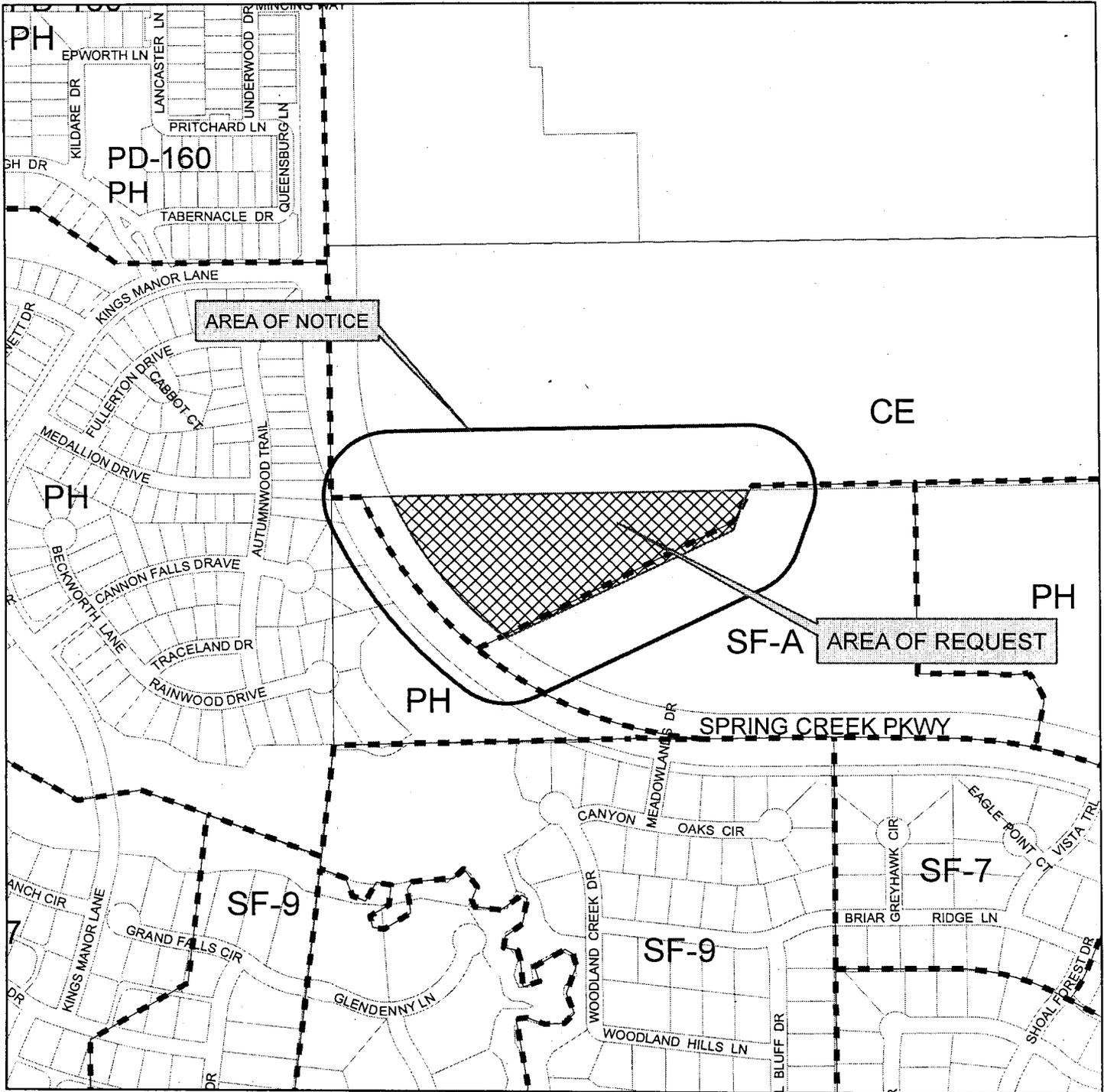
### **SUMMARY:**

The applicant is requesting to rezone the subject property **from CE to O-1** to allow for low-rise, garden-type office development providing professional, medical, and other office services, as well as a Specific Use Permit for Veterinary Clinic and Kennel (Indoor Pens) only. The request is in conformance with the Comprehensive Plan. The requested zoning, Neighborhood Office, serves as a transition district between low intensity and higher intensity zoning districts.

Additionally, the companion concept plan demonstrates that the Specific Use Permit request for Veterinary Clinic and Kennel (Indoor Pens) can be accommodated on the subject property.

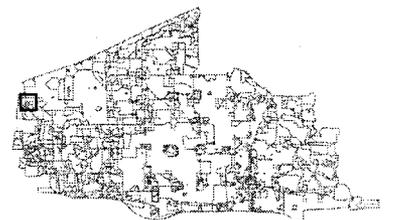
### **RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2007-14

Existing Zoning: COMMERCIAL EMPLOYMENT



○ 200' Notification Buffer

1-4





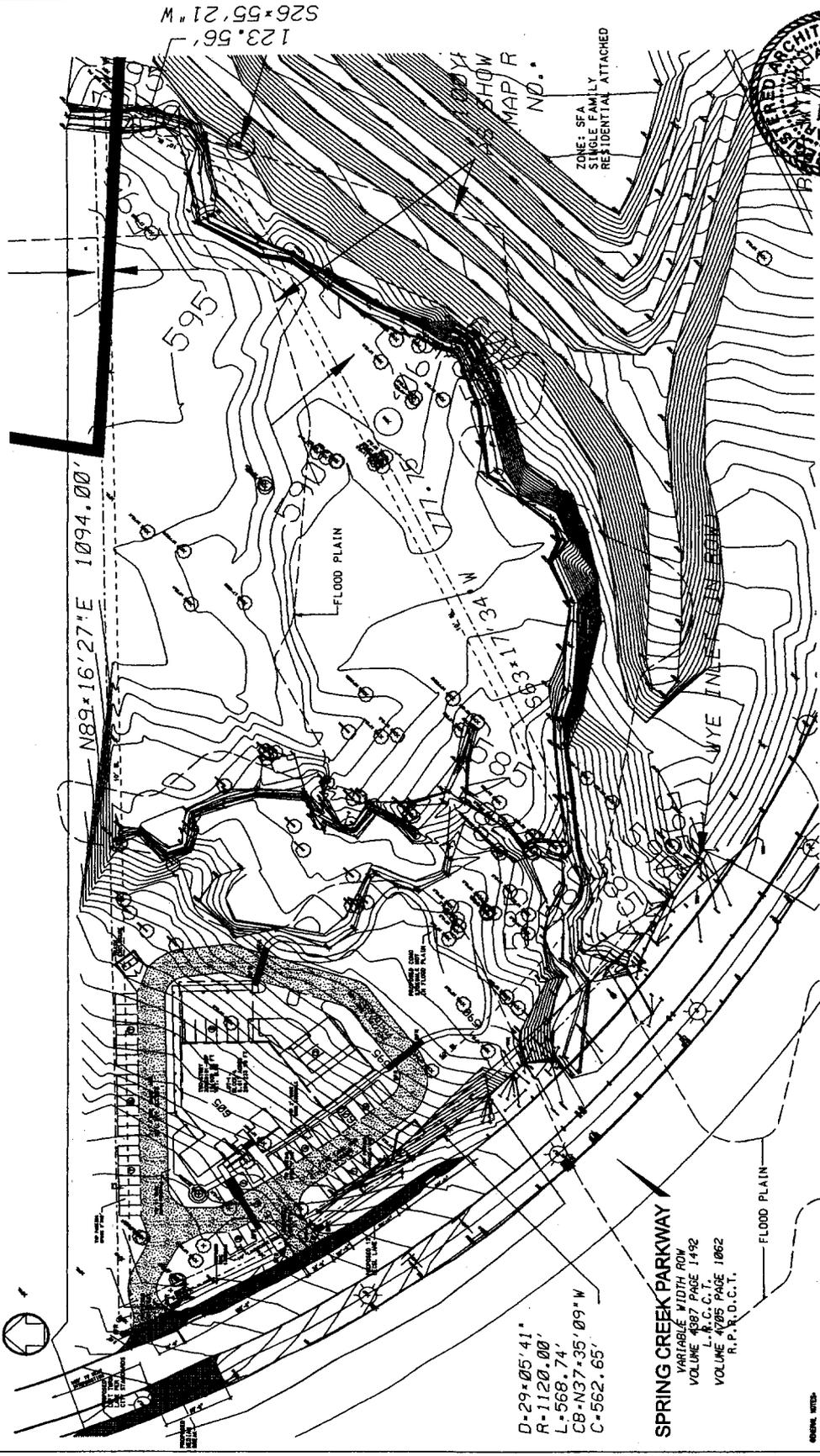
1-6

|                             |               |             |               |
|-----------------------------|---------------|-------------|---------------|
| NO.                         | REVISION      | ISSUED DATE | PROJECT: 0621 |
|                             | CITY COMMENTS | 6/11/07     |               |
|                             | CITY COMMENTS | 5/29/07     |               |
|                             | CITY COMMENTS | 6/11/07     |               |
| ARBOR HILLS PET CARE CENTER |               |             |               |
| CHECKED BY: GMM             |               |             |               |
| DATE: 04/30/07              |               |             |               |

GARY MORGAN WILLIAMS / ARCHITECT

CONCEPT PLAN  
 ARBOR HILLS BLOCK "A"  
 6.617 ACRES  
 288,223 SQUARE FEET  
 HENRY COOK SURVEY, ABSTRACT NO. 235  
 CITY OF PLANO, DENTON COUNTY TEXAS  
 MAY 5, 2007

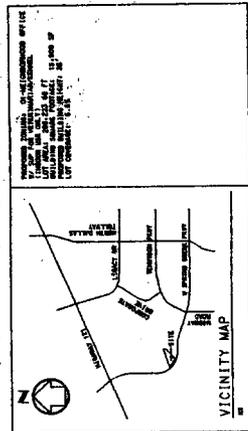
SHEET:  
**CSP**



CONCEPT PLAN  
 1" = 40'

PREPARED BY:  
 GMM / ARCHITECT  
 CONTACT: GARY M. WILLIAMS  
 6332 BRINWOOD DRIVE  
 PLANO, TEXAS 75093  
 214-336-6468

OWNER:  
 S. CURTIS WELWOOD JR.  
 SW SPRING CREEK PARTNERS LP.  
 17480 OAKLAKS PARKWAY #217  
 PLANO, TEXAS 75287  
 214-636-9535



SPRING CREEK PARKWAY  
 VARIABLE WIDTH ROW  
 VOLUME 4387 PAGE 1492  
 L.R.C.D.T.  
 VOLUME 4785 PAGE 1862  
 R.P.R.D.C.T.

- GENERAL NOTES:
1. BUILDINGS SHALL BE SETBACK FROM THE PROPERTY LINE AS SHOWN ON THE PLANS.
  2. THE LINES SHALL BE SETBACK AND CONTROLLED PER CITY ORDINANCES.
  3. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  4. CONCEPT PLAN SHALL BE PROVIDED TO THE CITY OF PLANO FOR REVIEW AND APPROVAL.
  5. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  6. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  7. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  8. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  9. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  10. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  11. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  12. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  13. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.
  14. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED TO THE PROPERTY LINE WITHIN THE PROPERTY LINE.

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2007-14)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 6.6± ACRES OUT OF THE HENRY COOK SURVEY, ABSTRACT NO. 235, LOCATED ON THE EAST SIDE OF SPRING CREEK PARKWAY, 3,100± FEET WEST OF TENNYSON PARKWAY IN THE CITY OF PLANO, DENTON COUNTY, TEXAS, FROM COMMERCIAL EMPLOYMENT TO NEIGHBORHOOD OFFICE AND GRANT SPECIFIC USE PERMIT NO. 585 FOR THE ADDITIONAL USE OF VETERINARY CLINIC AND KENNEL (INDOOR PENS); 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 23rd day of July, 2007, for the purpose of considering rezoning 6.6± acres of land out of the Henry Cook Survey, Abstract No. 285, located on the east side of Spring Creek Parkway, 3,100± feet west of Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Neighborhood Office and granting Specific Use Permit No. 585 for the additional use of Veterinary Clinic and Kennel (Indoor Pens); 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 23rd day of July, 2007; and

**WHEREAS**, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

**IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 6.6± acres out of the Henry Cook Survey, Abstract No. 235, located on the east side of Spring Creek Parkway, 3,100± feet west of Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Neighborhood Office and grant Specific Use Permit No. 585 for the additional use of Veterinary Clinic and Kennel (Indoor Pens), said property being described in the legal description on Exhibit "A" attached hereto.

**Section II.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section V.** Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 23RD DAY OF JULY, 2007.**

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING of a tract of land out of the Henry Cook Survey, Abstract No. 235, in the City of Plano, Denton County, Texas, being part of the tract of land described in deed to Collin RRE, L.P. recorded in Volume 5623, Page 3655 of the Land Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) in the north right-of-way line of Spring Creek Parkway (160 foot right-of-way at this point) and being in the south line of a tract of land described in deed to Frito-Lay, Inc. recorded in Volume 2870, Page 660 of the Land Records of Collin County, Texas;

THENCE with said south line, North 89° 16' 27" East, a distance of 1,094.00 feet to a point for corner;

THENCE leaving said south line, the following courses and distances to wit;

South, 26° 55' 21" West, a distance of 123.56 feet to a point for corner;

South, 63° 17' 34" West, a distance of 777.75 feet to a point in the north right-of-way line of Spring Creek Parkway (160' right-of-way at this point) for the beginning of a non-tangent curve to the left with a radius of 1,480.00 feet, a central angle of 29° 05' 41", and a chord bearing and distance of North, 37° 35' 09" West, 562.65 feet;

THENCE northwesterly, with said north right-of-way line, an arc distance of 568.74 feet to the POINT OF BEGINNING and CONTAINING 6.617 acres of land.

Bearing system based on the monuments found in the north line of Tennyson Parkway according to the plat recorded in Cabinet P, Page 490 of the Map Records of Collin County, Texas.