

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON AUGUST 14, 2006, 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 | 10 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | | |
| | A. American Community Newspapers, LLC d/b/a Star Community Newspapers v. City of Plano | Wetherbee | 20 min. |
| | B. Potential Litigation regarding the City's denial of a variance request for dedication of property and construction of road improvements. | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|-----------------------------|---------|
| I. | Consideration and action resulting from executive session discussion: | Council | 5 min |
| II. | Presentation, Discussion and Direction on the Downtown Plano Retail Task Force Report | Rick Fambro | 15 min. |
| III. | Discussion and Direction Regarding the Five Year Public Art Plan | Michael Coleman
Jim Wear | 10 min. |
| IV. | Discussion and Direction Regarding the Memorial Park Improvements and Art Element | Wendell | 15 min. |
| V. | Update on PISD and Parks Watering Variances | Foster/Fox | 10 min. |

VI.	Personnel Appointments	Council	10 min.
	A. Reappointments		
	Animal Shelter Advisory Committee		
	Cultural Affairs Commission		
	Heritage Commission		
	Parks and Recreation Planning Board		
	Plano Transition & Revitalization Commission		
	Public Arts Committee		
	Transportation Advisory Committee		
VII.	Council items for discussion/action on future agendas	Council	5 min.
VIII.	Consent and Regular Agenda	Council	5 min.
IX.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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



CITY COUNCIL

1520 AVENUE K

DATE: August 14, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rabbi Stefan Weinberg
Congregation Anshai Torah

PLEDGE OF ALLEGIANCE: Cub Scout Pack 283
Brinker Elementary & Centennial
Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Proclamation: Join Scouting Night</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p>This portion of the meeting is to allow the public to speak on items of interest or concern. It is not for the purpose of speaking on items that are on the current agenda. The Council may not discuss these items, but factual or policy information may be provided in response to the comments, and Council may choose to place the item on a future agenda. The City Secretary receives speaker cards at the beginning of the meeting. Comments are limited to five (5) minutes per speaker, with a maximum time limit of thirty (30) minutes for this portion of the meeting.</p> <p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. The City Secretary receives speaker cards at the beginning of the meeting. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>July 24, 2006 July 26, 2006</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2006-194-C for Nitrile Emergency Medical Gloves to Lone Star Safety & Supply, Inc., in the estimated annual amount of \$42,197. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>(c) Bid No. 2006-177-C for Street Sign Blades and Blanks to Vulcan Signs in the estimated annual amount of \$44,547. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>(d) Bid No. 2006-171-C for Traffic Signal Controller Cabinets to Paradigm Traffic Systems, Inc. in the estimated annual amount of \$32,364. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>(e) Bid No. 2006-172-B for construction of a brick masonry fence with piers, landscaping and irrigation around the Heritage Farmstead Museum and tunnel repairs to the pedestrian tunnel under Park Boulevard near Winding Hollow Lane to Hardscape Construction Specialist in the amount of \$346,076.</p> <p>(f) Rejection of Bid No. 2006-170-B for Best Value Bid for Automated Meter Reading Audit.</p> <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>(g) To approve the purchase of one (1) Cat 416E Backhoe Loader in the amount of \$60,975 from Holt Cat through an existing contract/agreement with Texas Association of School Board Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (205-04)</p> <p>(h) To approve the purchase of upholstered stack chairs in the amount of \$39,760 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)</p> <p>(i) To approve the purchase of irrigation maintenance parts and supplies in the amount of \$40,000 from Wickham Supply, Inc. through an existing contract with the City of Carrollton, and authorizing the City Manager to execute all necessary documents. (Contract No. 2006-207-1).</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(j) To approve a Landscape Architectural Service contract by and between the City and Jones & Boyd, Inc. in an amount not to exceed \$43,000 for the preparation of plans and specifications for recreational trails at Legacy Greenbelt, and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Contract Modification</p> <p>(k) To approve a modification of the contract with Datamatic, Ltd. for automated meter reading equipment and installation of all related parts and equipment. This modification provides that the City will receive \$40 credit for each trade in and credit may be applied to the contracted purchase price for hardware and installation of a new unit with a 10 year warranty.</p> <p>(l) To approve a second modification of the contract with Datamatic, Ltd. for maintenance of automated water meter reading hardware and software and utility customer billing and accounting system. This modification provides more stringent requirements for vendor responsiveness and liquidation damages when vendor does not meet specific time tables for repairs.</p> <p>Termination of Contract</p> <p>(m) To terminate a contract for Bid No. 2006-128-C for Public Works Mowing and Landscaping Services (Rebid) awarded to Priority Landscape Management, Inc.</p> <p>Approval of Change Order</p> <p>(n) To Mario Sinacola & Sons Excavating, Inc., increasing the contract by \$45,936 for Los Rios Boulevard – Phase I (Jupiter Road to Parker Road), Change Order #8. (Original Bid # B096-04).</p> <p><u>Grade Crossing Improvements Agreement</u></p> <p>(o) To approve a Grade Crossing Improvements Agreement with the Kansas City Southern Railway Company in the amount of \$130,497 for replacement of existing grade crossing at Plano Parkway just east of US 75.</p> <p><u>Execution of Deed</u></p> <p>(p) To approve the execution of a deed with TXU Electric Delivery Company for the acquisition of 8,892 square feet of land in the F.J. Vance Survey, Abstract No. 933, for N Avenue, located north of S.H. 190, for \$26,676.</p> <p><u>Adoption of Resolutions</u></p> <p>(q) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(r) To approve and authorize the refunds of property tax overpayments; and providing an effective date.</p> <p>(s) To approve receipt of funds in the amount of \$22,500 from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”) to Plano Public Library System to fund replacement of Plano Public Library System computer lab public access computers at Gladys Harrington Library; and authorizing the City Manager to execute all necessary documents for receipt of the funding.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(t)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the City of Allen providing the terms and conditions for the library courier services between Allen Public Library and Plano Public Library System in Plano; and providing an effective date.	
(u)	To accept the Certified Appraisal Roll for Fiscal Year 2006-2007, and providing an effective date.	
(v)	To approve the sole source purchase of eight (8) Life Pak 12 Defibrillators from Medtronic Emergency Response Systems in the amount of \$116,644; authorizing the City Manager to take such action as necessary to effectuate the purchase; and providing an effective date.	
(w)	To approve the emergency replacement purchase of two Chevrolet Impala Black and White Police Vehicles in the amount of \$42,324 from Caldwell Country Chevrolet, approving all actions taken by the City Manager; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(x)	An ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) Subsection Plano Parkway (1) of the City of Plano Code of Ordinances that establishes the prima facie speed limit for motor vehicles operating along a portion of Plano Parkway within the corporate limits of the City of Plano; authorizing and directing the traffic engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause and an effective date.	
(y)	To amend Article X “Automated Traffic Signal Enforcement” of Chapter 12, “Motor Vehicles and Traffic” at Section 12-263(e) to extend the payment due date until 31 days after a finding of liability and amending 12-263(i) to provide that appeals to Municipal Court shall be non-jury trials only; providing a severability clause; providing a savings clause; and providing an effective date.	
<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>		
<u>TIME LIMITS FOR POSTED PUBLIC HEARINGS: For items posted for a public hearing, applicants will limit their presentation to fifteen (15) minutes with a five (5) minute rebuttal time, if needed. All remaining speakers will be limited to a maximum of thirty (30) minutes of total testimony time, with three (3) minutes assigned per speaker. The City Secretary receives speaker cards at the beginning of the meeting. The presiding officer has the discretion to extend these times as deemed necessary.</u>		

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>NON PUBLIC HEARING ITEMS: At the discretion of the presiding officer, limited public comment may be permitted for items on the agenda that are not posted for a public hearing. The City Secretary receives speaker cards at the beginning of the meeting indicating the agenda item number(s) they wish to provide public comment. The presiding officer will establish time limits based upon the number of proposed speakers, length of the agenda, and to ensure meeting efficiency. The time constraints will be on an individual basis and may include a cumulative time limit for that agenda item. If a cumulative time limit is also imposed and the speakers cannot decide how to divide their time, the speakers will be called in order of the speaker cards as they were received by the City Secretary until the cumulative time is exhausted.</u></p> <p>(1) Discussion of the FY 2006-07 Proposed Community Investment Program.</p> <p>(2) Public Hearing on the Proposed FY 2006-07 Budget and FY 2006-07 Community Investment Program (CIP).</p> <p>(3) Vote on a proposal to consider an increase in total tax revenue.</p> <p>(4) An ordinance to amend and extend the existing gas franchise between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for new expiration dates; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date. Second Reading – First Reading held and approved 06/26/06</p> <p>(5) Direction Regarding Repair/Replacement of Screening Walls with Buttresses</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>	



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

August 9, 2006

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

Honorable Mayor and City Council:

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

The Preliminary Open Meeting agenda consists of presentations regarding the Downtown Plano Retail Report, Five Year Public Art Plan, and Memorial Park Improvements. We will also receive an update on the PISD and Parks Department watering variances. In addition, reappointments to several Boards and Commissions will be considered.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

August 7, 2006

MEMO

TO: Thomas H. Muehlenbeck, City Manager
Frank F. Turner, Executive Director

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Downtown Retail Action Plan

The Downtown Retail Task Force, appointed by City Council in late 2005, recently completed its work and its chairman, Mr. Rick Fambro, will be making a report to the Council at its August 14th meeting. The task force was formed in response to concerns about the viability of retailing in the historic downtown. City Council charged the task force with three main goals: determine a vision for the retail sector in downtown; define specific retail opportunities; and propose methods for improving downtown management.

The task force spent considerable time reviewing the downtown's market area demographics, discussing marketing strategies and considering the most appropriate form and governance of the merchants and property owners' association. Out of these discussions, the task force first developed a vision statement for downtown retail, as follows:

"Downtown Plano, weaving arts, entertainment, commerce, shopping and dining into the unique fabric of a historic urban center, is a livable, walkable transit village where community and accessibility are valued."

The task force also determined that two existing retail niche categories, entertainment/restaurants and arts/culture, should be emphasized and enhanced as the basis for attracting new businesses and merchants and marketing downtown to customers. The task force's action plan, a copy of which is attached, recommends a number of different actions that are directed at improving the viability and success of retail. These actions fall into six main categories, as follows:

- Develop a marketing program to increase public and visitor awareness of downtown
- Maximize the presence of DART rail
- Conduct major community events in downtown

Phyllis M. Jarrell

- Recruit new businesses
- Establish a formal downtown association
- Manage parking

The task force discussed a number of ways for the downtown merchants and property owners to become more organized and effective in directing marketing and advertising campaigns, recruiting new businesses and raising funds. Task force members are presently working to get the City Center Association incorporated as a non-profit organization and have started fund raising efforts.

City Support

The city already supports a number of downtown initiatives – additional police patrols, festival and event management and marketing, the Village News newsletter, information kiosks, parking enforcement, etc. — and has invested millions of dollars in infrastructure improvements. In response to the task force recommendations, the Planning Department will assign a planner (existing position) to devote most of his/her time to downtown activities, especially during the time the merchants association is incorporating and beginning its fund raising efforts. With the merchants association incorporating as a non-profit organization, the group should be in a better position to raise funds to undertake marketing, promotion and other business improvement activities. The task force recommends that the city consider providing matching funds as seed money to help support these initial marketing activities. Requests for matching funds will not be made until the association raises its corresponding funding and identifies individual projects.

Please let me know if you need additional information.

1/27/11
11/11

DOWNTOWN PLANO

RETAIL ACTION PLAN



PRESENTED BY THE DOWNTOWN PLANO
RETAIL TASK FORCE

JUNE 2006

DOWNTOWN PLANO RETAIL TASK FORCE

Joan Biggerstaff
Jack Boggs
Ida Breiten
Delores Crowdus
Rick Fambro, Chairman
Richard Howe
Suzy Jones
Carin and Tim Kelly
Richard and Susan Lee
Mirna and Bob Lynch
Mary Jo Montgomery
Brad Shanklin
Susan Steblein
Richard Sutton

CITY COUNCIL LIAISONS

Sally Magnuson, Deputy Mayor Pro Tem

Councilwoman Loretta Ellerbe

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Downtown Plano Retail Action Plan

Introduction

In the fall of 2005, City Council created the Downtown Retail Task Force in response to concerns about vacancies and store closings in Plano's historic downtown. In the last five years, downtown Plano has undergone a renaissance with the arrival of Dallas Area Rapid Transit (DART) light rail service and the addition of new residential and commercial space, townhouses and condominiums. While apartment and office occupancy rates have been strong, the retail sector has lagged. City Council charged the task force with three main tasks: to contribute to the vitality of downtown Plano by (a) determining a vision for retail development, (b) defining specific retail opportunities and (c) proposing means for improving downtown management.

The task force is composed of representatives from various downtown stakeholders, and includes property owners, merchants, the Chamber of Commerce, the arts community and restaurant operators. Additional participants included area homeowners and the Plano Economic Development Board staff. The task force convened in January, 2006, and has spent the last six months studying downtown development and marketing issues, form of association organization and other related topics. The task force is pleased to present its findings to the City Council and requests consideration and direction on the Action Plan recommendations.

Downtown Plano's Evolution

Downtown Plano served as the commercial and social center for the city when it was a small farming community. However, as Plano grew in a suburban development pattern and as retail trends changed, downtown lost its preeminence to strip shopping centers in other parts of the city. As residents shopped elsewhere for basic goods and services, downtown's offerings shifted to crafts, antiques and other specialty items. By the mid 1990s, downtown Plano was challenged by its eroding economic position, absentee landlords, deferred property maintenance and lack of reinvestment. While downtown had cultivated a regional audience as a center for antiques, it provided few services to surrounding neighborhoods or area employees.

The city adopted the Downtown Development Plan in 1991, focusing on downtown as a center for government and the arts. With a nod to the nascent new urbanism movement, the plan addressed the potential for residential development in downtown and the surrounding neighborhoods as an important component of future development. In 1993, DART's service plan designated a "special events" platform in downtown; this was later changed to a full-service "destination" station with no commuter parking. DART and the city then worked with downtown merchants and property owners to determine the best location for the rail platform – north of 15th Street between 15th Place and 16th Street.



The determination of the rail platform's location in 1997 initiated discussion on the best way to capitalize on the station as a catalyst for redevelopment and revitalization of the downtown area. In 1999, the City Council adopted "Downtown Plano: A Vision and Strategy for Creating a Transit Village" setting the stage for downtown's transformation into a transit village. The plan combined mixed-use, pedestrian-oriented development, reconnection to adjacent neighborhoods and additional housing units within walking distance of the rail platform as a strategy for revitalization. Specific goals included 1,000 new housing units within ¼ mile of the station, with an additional 50,000

square feet of commercial space. City Council had already adopted a concept for the redevelopment of the block adjacent to the east side of the rail platform for mixed use development. By partnering with Amicus Partners to redevelop this block in addition to a second tract at the corner of K Avenue and 14th Street, the city was well on the way to meeting these goals with the completion of 470 new apartment units and 40,000 square feet of commercial space. Two projects now under construction, 15th Street Village and Rice Field, will add 250 for-sale townhouses and condominiums to the residential opportunities in the downtown area.



Public/private partnerships have been critical to the success of these projects. Incentives in the form of upgrades and allowances for infrastructure improvements, favorable ground lease terms, regulatory amendments and fee waivers were made by the city to assist in the Eastside Village I and II, 15th Street Village and Rice Field developments. Eastside Village II included public parking spaces in the parking garage, in exchange for a tract of land owned by the city. The city has also promoted fire sprinkler systems for the older buildings on 15th Street by funding the installation of water lines and risers that will allow individual property owners to install sprinkler systems as they remodel.

As recommended in the Downtown Development Plan, downtown Plano has become a center for the arts. ArtCentre of Plano restored historic buildings in the early 1990s for its galleries and theater. The city partnered with the Plano Independent

School District to restore and reuse the historic Cox School and adjacent gymnasium into a performing arts theater, classrooms and offices. Several art galleries have opened along 15th Street and artists have chosen live/work spaces in the Eastside Village developments. Sculptures in Haggard Park and on the rail platform and the Douglass neighborhood mural "art wall" add to the concentration of art in the downtown area.



The small town, pedestrian-oriented nature of downtown Plano has been key to its revitalization, along with the late-19th/early 20th century streetscape. As the only concentration of historic commercial buildings in the city, downtown and surrounding neighborhoods have been the major focus of the city's heritage preservation efforts. In 2003, downtown Plano was designated as a local heritage district, following the adjacent Haggard Park neighborhood's designation in 2000. Modifications to existing buildings and new construction must be reviewed and approved by the city's Heritage Commission, but designated properties become eligible for property tax exemptions (on the building only) and qualify for reduced parking standards and less stringent building codes. Building restorations and new construction activities in the two heritage districts, along with new housing in the Douglass and Old Towne neighborhoods, have added to the charm and distinctiveness of this oldest part of the city.

Existing Conditions and Issues Affecting Retail

In the last year, several large retail spaces have become vacant, contributing to concerns about the general economic health of downtown Plano. Stores and restaurants

have closed for a variety of reasons, including business failure, job relocation and retirement. Several property owners have chosen to sell their buildings rather than lease to new tenants, which has lengthened the time that the retail spaces have been unoccupied.

The stores, offices and restaurants in the core downtown area are located in a mix of owner-occupied and tenant lease spaces. Approximately 10% of the buildings are owner/occupied. For many years, lease rates did not support much reinvestment and updating in the properties, although this concern had moderated in the last few years, with new owners and tenants conducting major remodeling and historic restoration projects. The types of commercial uses in downtown Plano have expanded as well. There are fewer craft and antique stores and more restaurants, offices and art galleries. Personal care salons have also found a niche in downtown, occupying several of the live/work spaces in the two Eastside Village developments. Several businesses provide basic services to the apartment residents as well as the surrounding neighborhoods. A complete listing of stores and property owners can be found in Appendix H.

Parking, always a critical concern in downtown shopping areas, is provided in a number of surface lots and parking garages located around the downtown core, to supplement the angled on-street spaces along 15th Street directly in front of the shops. In addition to the on-street spaces,



there are 450 surface parking spaces and 100 garage spaces that are available for public use. 742 spaces are also available in shared lots at the Municipal Center, Police and Courts Building, and in the Eastside Village I garage. Since the downtown DART station provides no commuter parking, many

of the on-street spaces and close-in surface lots are restricted to four hour parking, to discourage rail riders from parking all day.

In October, 2005, the City of Plano contracted with Robert Gibbs of Gibbs Planning Group to provide an assessment of the challenges and opportunities for improving retailing in the downtown. Over a two-day period, Mr. Gibbs met with City Council members and staff, held several one-on-one meetings with merchants and property owners, and conducted a well-attended public meeting. Mr. Gibbs outlined his findings and recommendations in a six page report in Appendix B that covers parking and vehicle circulation, business mix, building facades and appearance and long range planning for the downtown.

A main recommendation of the Gibbs report was to focus on one retail niche as the basis for a retail revitalization program. The Task Force identified "restaurants/entertainment" and "arts and culture" as the two predominant niches in downtown Plano that could be



used as a springboard. These two niches were chosen based on their ability to attract a substantial customer base, which will then help to support retail sales in other establishments. The "restaurants/entertainment" niche is represented by several restaurants and Eisenberg's Skate Park; the "arts and culture" niche is represented by the Art Centre of Plano, the Courtyard Theater, the Interurban Railway Museum and African-American Museum, and several art galleries.

Downtown Action Plan

The Task Force spent considerable time reviewing the market area demographics, discussing marketing strategies and considering the form and governance of the merchants and property owners' association. Out of these discussions, the Task Force developed a vision statement for downtown retail, as follows:

“Downtown Plano, weaving arts, entertainment, commerce, shopping and dining into the unique fabric of a historic urban center, is a livable, walkable transit village where community and accessibility are valued.”

To support this retail vision, the Task Force reviewed an extensive list of strategies and programs. These fall into several broad categories and are summarized below. Some of the initiatives are already in place; others would be undertaken as time and funding permit. A complete listing of the strategies, along with cost estimates and priorities, can be found in Appendix A.

Develop a Marketing Program to Increase Public and Visitor Awareness of Downtown

Task Force members recounted many times when customers told them they had no idea that downtown Plano even existed. To improve this lack of awareness, the Task Force recommends several actions:



Recommendations

- Make greater use of the downtown logo to brand Downtown Plano
- Develop a guide and maps for downtown businesses and attractions, to be distributed in hotels, through the Convention and Tourism Bureau, and at the Courtyard Theater, Cox Building and Interurban Railway Museum
- Develop a website that incorporates all aspects of the downtown guide, links to local merchants and a calendar of events
- Conduct joint advertising through a downtown association
- Conduct events involving radio and TV coverage

Maximize the Presence of DART Rail

While some downtown shoppers do use DART for their trips, rail service is unlikely to bring a large number of customers. However, the presence of the rail station and the connections to other “destination” stations along the Red Line offer additional opportunities for advertising and promotional programs.



Recommendations

- Develop joint marketing strategies with other destination stations, such as the West End, Mockingbird Station and City Place.
- Buy advertising on wind-boards and other advertising panels at light rail stations
- Participate in DART business marketing programs

Conduct Major Community Events in Downtown

Downtown Plano’s role as the historic heart of the city is reinforced by the festivals, parades and other events held in the area.



These events promote awareness of downtown stores and attractions by bringing in thousands of people from all parts of Plano and from other area cities, and establish

downtown as a community gathering place.

Existing events include:

- Plano Book Festival
- Blackland Prairie Festival
- Spring Art Walk
- Asian Heritage Celebration
- Plano Community Band Concerts
- Plano International Festival
- Trick-Art-Treat Art Walk
- Dickens Festival and Tree Lighting
- Christmas Parade

Recommendations

• The Task Force recommends that the full program of annual events be continued, but that no additional events be planned unless the downtown organization plays an active role in sponsoring, conducting or planning the activities.

Recruit New Businesses

Focusing on the niches of entertainment/restaurants and culture and the arts will help narrow efforts to recruit new businesses to the downtown area. A variety of independent merchants will help to address these niches as well as provide basic services to residents of downtown and surrounding neighborhoods. While the Task Force discussed the desire to have a significant anchor store in the downtown, such as a grocery store or book store, they also realized that there are no buildings or lease spaces large enough to accommodate these. To date, major national retail chains have not been attracted to downtown Plano. While this may change in the future, this lack of interest keeps rents low enough to attract the specialized independent businesses that will help keep the downtown unique and different from typical suburban shopping areas.

Recommendations

- Develop a recruitment package for potential downtown businesses that includes specific information about vacant buildings and redevelopment sites, downtown development programs and city incentive programs
- Develop a profile on desirable businesses

that are consistent with the downtown vision statement

- Visit similar town center developments and identify businesses that are good candidates to recruit
- Develop a committee of business persons to call on owners of prospective new businesses
- Work with economic development organizations, such as Collin County Community College's Small Business Development Center, to incubate new businesses

Establish a Formal Downtown Association

Downtown Plano's existing business association, the City Centre Association, is a voluntary group with minimal annual dues. The Task Force recommends that the association incorporate as a non-profit corporation with by-laws and a formal dues structure. This action is necessary to allow the group to solicit grant funding and to have the resources to undertake new marketing and advertising initiatives.

The Task Force also studied the possibility of creating a public improvement district (PID). A PID, which must be approved by the City Council, would determine a special assessment for each property owner that could be used for public art, landscaping, public improvements, business recruitment and other related activities. PIDs are created upon the petition of the owners of property that comprises more than 50% of the appraised value of taxable real property or that own property that constitutes more than 50% of the area to be assessed. The Task Force's recommendation is that formation of a PID be considered at a later date, after the association has established a successful track record of fund raising, business recruitment and marketing activities.

Recommendations

- Incorporate a downtown business association, recruit all downtown business operators and building owners as members, and assume the primary responsibility for conducting and financing marketing, promotion and recruitment programs
- Develop a budget and dues structure as required to meet the functions of the organization
- Establish guidelines for business operation, including hours, window displays, signs and other exterior displays
- Use business consultants to conduct

workshops on marketing, merchandizing and general business operation

- Consider creating a public improvement district

Parking Management

The Task Force discussed strategies to better manage parking in the downtown. While there are a sufficient number of parking spaces to serve the downtown stores and restaurants, patrons often do not know where these parking areas are located. Better signage to direct drivers to the public lots may be needed. Valet parking has also been discussed as a response to this problem. A valet parking program could be established and funded by the merchants' association with appropriate city guidelines. As noted earlier, managing DART parking is also an issue. While four hour parking restrictions may effectively keep DART rail riders from parking all day in prime parking spaces, four hours may be too long to allow turnover for shopping needs.



Recommendations

- Consider reducing the time limit for parking in certain areas to two hours
- Allow valet parking under city guidelines
- Prepare maps to better inform the public of parking availability
- Consider installing additional signs directing drivers to public parking lots and garages

Staffing

Many cities with historic downtowns have assigned staff members or have hired Main Street managers to assist with marketing campaigns, educational and historic preservation activities and festival and event management. The Parks and Recreation Department, Convention and Visitors Bureau, and Planning Department have shared these responsibilities for downtown Plano. As part of the Downtown Action Plan, the Planning Department will assign a planner to devote most of his/her time to downtown activities. This assignment will be made for at least one year, during the time the merchants association is incorporating and beginning its fund raising efforts.

Funding

The city already supports a number of downtown initiatives – additional police patrols, festival and event management and marketing, the Village News newsletter, information kiosks, parking enforcement, etc. – and has invested millions of dollars in infrastructure improvements. With the merchants association incorporating as a non-profit organization, the group should be in a better position to raise funds to undertake marketing, promotion and other business improvement activities. The Task Force recommends that the city consider providing matching funds as seed money to help support these initial marketing activities. Matching funds would not be requested until the association raises its corresponding funding. Estimated funding amounts for some of these activities are included in the attached matrix of strategies.

Appendix A

Downtown Retail Strategy Evaluation and Assignment

Action	Impact	Cost	Timing	Responsibility		
				Private	Public	
1) Develop a marketing program to increase public and visitor awareness of downtown						
1.a.	Create a vision statement for downtown business.	Medium	\$0	Immediate	X	X
1.b.	Develop a demographic and area based target market profile.	Medium	\$0	Immediate		X
1.c.	Increase our presence in the primary trade area through targeted advertising and cross promotion with area businesses.	High	\$50k to \$100k	Later	X	SF
1.d.	Make greater use of the downtown logo to brand Downtown Plano.	Medium	\$0	Immediate	X	
1.e.	Develop a downtown guide that includes lists and maps of downtown businesses and attractions and place it in visitor racks in hotels, especially those located near DART.	Medium	\$15k to \$20k	Later	X	SF
1.f.	Develop a website that incorporates all aspects of the Downtown Guide, links to local merchants, listings for merchant specials and a comprehensive calendar of events.	Medium	\$10k	Later	X	SF
1.g.	Conduct joint advertising through a downtown association.	High	\$50k to 100k	Later	X	SF
1.h.	Conduct events involving radio and TV coverage.	Low	TBD	Later	X	
1.i.	Place information about downtown businesses at the Courtyard Theater, Cox Building, Interurban Railway Museum and apartments.	Low	TBD	Later	X	
2) Maximize DART						
2.a.	Develop joint marketing strategies with other destination stations.	Low	TBD	Later	X	
2.b.	Buy advertising on wind-boards at DART stations.	Medium	TBD	Later	X	SF
2.c.	Participate in DART business marketing programs.	Medium	TBD	Later	X	
3) Conduct major community events						
3.a.	Conduct a program of annual downtown events, including: Plano Book Festival	Medium	TBD	Immediate		X

	Blackland Prairie Festival Spring Art Walk Asian Heritage Celebration Plano Community Band Concerts Plano International Festival Trick Art Treat Art Walk Dickens Festival Christmas Parade Martin Luther King Day Parade Memorial Day Observance					
3.b.	Undertake only those events that have active community and business involvement in sponsoring, planning and conducting the activities.	Medium	TBD	Immediate	X	
4) Recruitment new business						
4.a.	Develop a recruitment package for potential downtown businesses.	High	Low	Immediate		X
4.b.	Develop a profile on desirable businesses that are consistent with the downtown vision.	Medium	Low	Immediate	X	
4.c.	Develop specific information about vacant buildings and redevelopment sites.	High	Low	Immediate	X	X
4.d.	Prepare materials on downtown development programs and incentives.	High	Low	Immediate		X
4.e.	Visit similar town center developments and identify businesses that are good candidates to recruit.	High	Low	Immediate	X	X
4.f.	Develop a committee of business persons to call on owners of prospective new businesses.	High	TBD	Immediate	X	
4.g.	Work with economic development organizations to incubate new businesses.	Medium	Low	Later	X	
4.h.	Develop temporary window displays for vacant store fronts.	Low	Low	Later	X	
5) Establish a formal downtown association						
5.a.	Incorporate a downtown business association.	High	Low	Immediate	X	
5.b.	Consider creating a public improvement district.	High	TBD	Later	X	
5.c.	Recruit all downtown business operators and building owners as members.	High	TBD	Immediate	X	
5.d.	Develop a budget and dues structure as required to meet the functions of the organization.	High	TBD	Immediate	X	

5.e.	The association should assume the primary responsibility conducting and financing marketing, promotion and recruitment programs.	High	TBD	Immediate	X	SF
5.f.	Assign a city staff member to assist the association and serve as a business liaison.	High	\$50k to \$75k	Immediate		X
5.g.	Establish guidelines for business operation, including hours, window displays, signs and exterior displays.	Medium	TBD	Later	X	SF
5.h.	Use business consultants to conduct workshops on marketing, merchandizing and general business operation.	Medium	TBD	Later	X	SF
6) Continue refinement of downtown parking management						
6.a.	Consider reducing the time limit for parking in certain areas to two hours.	Medium	TBD	Immediate	X	X
6.b.	Consider additional signs designating public parking lots.	Medium	\$7,000 each	Later	X	X
6.c.	Allow valet parking under city guidelines.	Low	TBD	Later	X	
6.d.	Prepare maps to better inform the public of parking availability.	High	\$0	Immediate		X

MATRIX NOTES:

Impact – the impact of strategy is rated as high, medium or low.

Cost – where possible, dollar amounts represent rough estimate of cost of strategy.

TBD - Cost to be determined when considering implementation of strategy.

Timing – the strategy should happen now (immediate) or can wait until a (later) date after an association has been put into place.

Responsibility – the responsibility for ensuring the strategy is acted upon is either going to be private (downtown association) or public (City of Plano).

X - assignment of responsibility

(SF) seed funding – the city may consider seed funding to initiate some of the strategies; however, the responsibility for the implementation of the strategy will belong to the downtown association.

Appendix B

Historic Plano Downtown Observations & Recommendations Gibbs Planning Group, Inc. October 10, 2005



Downtown Plano has numerous popular restaurants and specialty shops.

General Observations

Located in one of the Dallas' largest and wealthiest suburbs, Plano's historic downtown is in the midst of a significant revitalization. During the past ten years, the downtown area has gained a DART light rail station, over 400 new multi-family dwellings, a performing arts theatre, an improved park, parking decks and significant streetscape enhancements. Unfortunately, these improvements have not resulted in a noticeable improvement in the downtown's retail sales and tenant mixture.

Although a few popular businesses have recently opened, for the most part, the downtown is primarily made up of small specialty boutique gift shops appealing to recreational shoppers. With few exceptions, the downtown is not servicing the commercial needs of most of its surrounding residents and workers.

However, the present condition of the historic business district does not appear to be representative of the region's market potential or consumer demand. This

study finds that it is likely that historic downtown Plano will continue to attract popular new restaurants and retailers.

However, Plano's historic downtown has not fully reached its potential as an attractive shopping and dining destination. The pace of the downtown's commercial expansion can be enhanced with various management and planning actions of the city and property owners.



Downtown Plano is an attractive historic shopping district.

Purpose and Limits of Study

Gibbs Planning Group was commissioned by the City of Plano to conduct a general analysis of the historic commercial district. The purpose of GPG's observations and recommendations is to explore potential opportunities, and to increase commerce and retail sales in downtown. During this analysis, GPG visited the general entire Plano region on October 3-5, 2005 touring the downtown, surrounding shopping centers and neighborhoods. During this analysis, GPG also met with downtown property owners, business owners, the Chamber of Commerce, elected officials and city staff to gain insight into the local demographics, market preferences and their suggestions for the study area.

The findings of this study are only based upon GPG's three day visit and brief interviews with the public and local stakeholders. These interviews and information received has not been independently verified. This report's observations and recommendations should not be the sole basis of any master

planning, design, land purchases, capital improvements, leasing, financing or development.

Business Mix

Although the City of Plano has over 14 million square feet of existing retail development or 60 square feet per person, the historic downtown area likely has the opportunity to provide additional goods and services. Many downtown residents and employees expressed a desire for additional restaurants, groceries and specialty retail.

Given the areas surrounding 60,000 plus households, downtown Plano can likely support specialty foods such as Trader Joes's, Whole Foods, coffee shops, gourmet foods and casual restaurants. In addition, home furnishings, apparel, shoes, gifts and books may be supportable in the historic downtown, if properly managed and grouped into a critical mass. Also neighborhood services such as hardware, dry cleaning, hair salons, banks, video stores and take-out foods could fill a missing void for the surrounding neighborhoods and residents.

Recommendations:

As much as possible, historic Plano should attempt to both retain its existing unique retail mix, while attracting new businesses that service local residents and tourists.

Because of its small size and historic nature, Historic Plano should attempt to focus on one primary business theme such as active sporting goods, arts, or quality neighborhood goods and services.

The area should avoid directly competing with the regional mall, but should consider attracting a major region of national anchor tenants such as a coffee shop, bakery, restaurant, drug store or green grocery.

Consider locating primary commercial businesses in key locations.

There should be special emphasis in attracting businesses that reinforce the needs of the local residents such as groceries, restaurants and neighborhood goods and services.

Parking & Vehicular Circulation

Parking was often mentioned as one of the primary issues facing downtown Plano. On the whole, it appears to GPG that downtown Plano has an adequate amount of parking, given its existing commercial space. However, the existing parking management policies may need to be measured and fine-tuned to better respond to present shopper trends. For example, four hour "free" parking is

presently allowed along the main street (15th), even though the entire downtown can be shopped in less than two hours.



The City has installed numerous off-street parking lots and decks to provide the downtown business district with a variety of parking options.

Parking is one of the most critical issues facing any shopping district. People do not need to shop, and when parking is difficult, most potential shoppers will avoid the visit, often never returning. The parking problem is typically compounded in urban locations because of the multi-uses and tight space. In addition, the parking problem is often made worse by employees and business owners occupying the prime spots.

In contrast, these same shoppers will demand parking directly in front of a convenience store such as a video store or take-out food. Should such a space not be available, the typical shopper will believe that the parking is problematic and inconvenient. As a result, shoppers will tend to avoid the center for shopping in the future.

Many of neighborhood shoppers prefer to run in and out of specific retailers and are unwilling to park in remote lots. This double standard held by American consumers is not necessarily fair to the small downtown merchant, but the behavior is a reality that must be addressed. The unwillingness to park in remote lots or underground decks could put many of the smaller neighborhood shops at risk. A grocery store or anchor type tenant's shopper will often use garages because of the longer duration of their visit.

Shoppers have different parking expectations for destination businesses than they do for neighborhood and convenience types of shops. When visiting restaurants, fashion and home furnishings stores, shoppers tend to make multiple store visits, often totaling more than an hour. In exchange for the greater variety of stores and merchandise offered in a destination type center, shoppers are willing to park further away from storefronts than they would be in a neighborhood center. Destination visitors will also perceive parking to be more convenient (and closer), if they can see the store entry from their parking stall, even if its hundreds of feet away.

Recommendations:

Consider reducing 15th Street parking from 4 hours to 2 hours.

Measure and record parking patterns and trends including: length of time, violations, and use of existing decks.

Consider parking meters in prime spots, then measure response to shopping habits.



Over 400 new residential dwellings have recently opened in downtown Plano.

Building Facades:

Historic downtown Plano has a variety of pre- and post-war buildings that combine to create a desirable urban shopping district. Such buildings are not only interesting, but help to make the commercial district unique and therefore, competitive with modern shopping malls and future lifestyle centers. New residential construction has been designed to be both sensitive to the existing historic buildings, while offering an exciting modern alternative.

Recommendations:

Continue the existing policy of encouraging quality historic restorations to downtown buildings.

Continue the use of creative modern new buildings, with the use of high quality materials and design.

Long Range Planning:

Given the region's excellent economy, DART station and many improvements, the downtown will likely continue to remain a viable commercial district. Recent store closings or the present vacancies represent an opportunity for new businesses to locate into the historic downtown, and should not necessarily be considered an indicator of the downtown facing a downward spiral.

An organized analysis, with a planning and management strategy if implemented could provide for a more predictable and speedy improvement to Plano's historic downtown area.

Recommendations:

Begin an accurate program to measure and record shopper and economic trends in the downtown, including: vehicular and pedestrian circulation, retail sales, employment, rents and consumer habits.

Consider a detailed analysis of the downtown's market potential.

Based upon realistic market options, consider selecting a desirable commercial segment to specialize in: restaurants, apparel, home furnishings, entertainment, neighborhood goods and services, etc.

Consider establishing a Public Improvement District (or equal) to collect revenues to be spent on specific marketing and management efforts to improve downtown sales.

-- END OF REPORT --

Appendix C

Downtown Plano Development Incentive Programs

Downtown development is being spurred by a variety of incentives provided by the City of Plano. Eastside Village demonstrates the city's ability to join with business to create development opportunities and tailor partnership responsibilities to meet the specific needs of each project. The city continues to amend development regulations to achieve good design and sound development economics, while protecting downtown's historical and architectural character. The city expedites plan review and inspections to keep projects on schedule. In addition to these incentives, the city has created several programs, described below, to further encourage development downtown and in the surrounding neighborhoods.

Tax Increment Financing: In 1999, the City of Plano, PISD, Collin County and Collin County Community College created a tax increment finance (TIF) district to encourage economic reinvestment along the DART LRT corridor. As authorized by Chapter 311 of the Tax Code, a TIF receives funding through ad valorem taxes derived from the growth of the total appraised value of property within the district occurring after the district is established. TIF funds can be spent for infrastructure, facilities and land within the district to facilitate economic reinvestment. State law also grants municipalities broader development powers within a TIF district. The Eastside TIF district extends along the DART rail corridor from the southern city limit to approximately ½ mile north of Parker Road. At the time the TIF was created, the total appraised value of property within the district was \$328 million. Four years later, the total appraised value has grown to nearly \$451 million, yielding \$3.6 million in revenue to date. The total revenue generated during the district's 15-year life (expires 2014) should exceed \$20,000,000. Thus far, three projects (including the Courtyard Theater) have been specified for TIF funding, creating an obligation of \$11.2 million. The remaining TIF funds are available for additional economic development projects within the area.

380 Agreements: Chapter 380 of the Local Government Code gives municipalities authority to make grants and loans of funds or services to further economic development. This authority combined with that associated with tax increment financing was used to structure the partnerships that created Eastside Village I and II and 15th Street Village. A development agreement was drafted for each project that defined the public and private development responsibilities; grants of property, improvements, cash reimbursements and fee waivers.

Neighborhood Empowerment Zone: Authorized under Chapter 378 of the Local Government Code, the City of Plano created a Neighborhood Empowerment Zone, including downtown and surrounding neighborhoods, in August 1999. Among the powers granted by the law, cities may waive development fees within an empowerment zone to stimulate economic development, including the production and rehabilitation of affordable housing. Plano's empowerment zone waives all development related fees for construction, remodeling and rehabilitation of commercial buildings and single-family housing. Fees are also waived for the rehabilitation of multi-family units, provided the cost of work is greater than \$8,000 per unit. The neighborhood park fee is waived for new multi-family construction. As of April 2004, \$221,027 in fees has been waived, resulting from construction valued at \$27,678,678, including 26 new single-family houses.

Smart Commute: Created as a pilot program by FannieMae, the Smart Commute program establishes a partnership among local government, area lenders, transit agencies and FannieMae to provide mortgage financing near transit stations. Under the program, borrowers may qualify for larger loans based on a transit benefit (presumed savings) added to their monthly income. The program provides 100% financing for low and moderate income families and 97% financing for other borrowers. This program will be launched in Plano September 1st.

Historic Preservation Tax Abatements: Under the authority of Chapter 11.24 of the Tax Code, properties designated as a heritage resource by the city are eligible to receive a property tax exemption to encourage proper restoration and maintenance. The size of the exemption ranges from 38% to 100% of the structure's value based on the use of the property and its historical significance. All four governmental entities that levy a property tax in Plano participate in the program. Designated properties are reviewed annually to ensure they are properly maintained and qualified to continue to receive the exemption. In addition to designating individual properties, Plano has established two historic districts – downtown and the adjacent Haggard Park neighborhood.

Fire Sprinkler Program: Fire protection of downtown has been a long-standing concern. Downtown was repeatedly destroyed by fire in the 1890s. Today, only a few buildings in the historic commercial core have fire sprinklers. The fire department is working with downtown merchants and building owners to reduce risk and install a shared fire sprinkler system. As an incentive, the city will pay the cost of extending water lines and installing fire valves and risers to serve building groups. The merchants will pay the cost of internal service lines and sprinkler heads. Three sprinkler line extensions are currently being constructed.

Regulatory Incentives: A number of regulatory incentives and amendments have been adopted to accommodate development and reduce cost. No existing building is required to provide parking regardless of occupancy. Up to 4,000 square feet of building area may be added to a building without providing parking. New buildings are required to provide parking but at a much lower rate than required elsewhere in the city. The Planning & Zoning Commission may also decrease the amount of required parking by giving credit for nearby public parking. Buildings may cover 100% of the lot and may be four stories in height. Live/work units are permitted on the ground floor of buildings. Building stoops, awnings, balconies, and signs are permitted to extend into the street right-of-way. Where sidewalks are sufficiently wide, the city permits outside dining under a license agreement with the restaurant. The 2003 International Building Code for Existing Buildings is used for regulating restoration and remodeling of historic commercial buildings.

Additional Information: More information on downtown Plano planning and development regulation can be found at <http://www.planoplanning.org>.

Appendix D

List of Incentives to Attract Businesses to Downtown Plano

City and Metropolitan Information

- Location
- Geographic Size
- Demographics
- Economic Facts
- Major Employers
- Government Facts
- Form of Government
- Taxes

Downtown Profile

- Description
- Location
- Size
- Business Mix
- Demographics
- Vision
- Recent Development
- History

Business Development Opportunities

- Existing Building/Business Inventory
- Occupancy and Redevelopment Opportunities
 - Building Description
 - Ownership
 - Rent Levels/Sales price
 - Contacts
- Redevelopment Sites
 - Site Inventory
 - Ownership

Contacts

Service Providers

Electric

Gas

Water/Waste Water

Solid Waste

Telephone

Internet

Regulatory Agencies

Planning Department

Building Inspections Department

Engineering Department

Environmental Health Department

Fire Department

Business Assistance Services

Chamber of Commerce

Plano Economic Development Board

CCCCD Small Business Development Center

Incentive Programs

Tax Increment Finance District

Historic Preservation Tax Abatements

Fire Sprinkler Cost Participation

Neighborhood Empowerment Zone

Regulatory Incentives

Marketing and Special Events

References and Contacts

Appendix E

Expenditures for Downtown

	Annual	Source	One-time	Source
Events/Management/Maintenance				
Kate Singleton 1997-2001			218,724	GF
Security				
Neighborhood Police FY03-04	84,323	GF		
Patrol Cart			10,000	GF
Downtown Events & Marketing (also includes holiday light, and support of interurban) FY 05-06	117,622	GF, Rec. Rev., Grant		
Caretaker Parks and Grounds	90,000	GF		
Environmental Waste Pick-up	465	GF		
Interurban Railway Museum				
Part-time support & Ops. FY 05-06	18,229	GF		
Haggard Park				
Land			362,000	Bond
Improvements			1,400,000	Bond, Cap. Res.
Courtyard Theater				
Construction			6,000,000	TIF, GF, Hotel
O&M FY 04-05	298,687	GF		
Revenue	67,620	Income		
Net Subsidy	231,067			
First Christian Church				
Purchase of land			25,000	Bond
Landscaping/Irrigation @ 15th/G			35,000	Bond
Modifications to Parking Lot for Landscaping			32,500	Bond
Plano Station				
O&M	22,700	Plano Centre		
Revenue	30,900	Income		
Cox Building Restoration*			5,800,000	TIF
Eastside Village I				
Infrastructure not DART related			969,902	Bond
Fees Waived (see NEZ below)				
Eastside Village II				
Infrastructure			800,000	Bond
Fees Waived (see NEZ below)				
15th Street Village				
Infrastructure*			124,000	TIF
Fees to be Waived*			165,199	NEZ
Infrastructure				
14th Street Reconstruction			771,000	DART
15th Street Reconstruction Proposed*			1,750,000	Grant, TIF
Hike and Bike Trails			1,500,000	Grant, TIF

Downtown Parking			354,000	Bond
Fire Sprinkler Program			90,800	Water
Tax Abatement (Historic) 2001-03			43,621	Lost Income
Historic Preservation Grants 2002-03			440,000	Hotel
Neighborhood Empowerment Zone 1999-2004			219,390	Lost Income
Total	\$533,506		\$20,314,136*	

* Includes \$8,539,199 in future expenditures.

Appendix F

List of Plans and Projects for Downtown Plano

Purpose

This report lists the planning documents and projects that have been completed for downtown Plano dating back to 1991.

Planning Documents

August 2001 – City Center Plan

This document reviewed various plans and reports relating to the area roughly encompassed by Spring Creek Parkway, Jupiter Road, the President George Bush Turnpike, and Alma Drive; identified valid recommendations from each; and consolidated them into a single program for the study area.

March 1993 – Design Guidelines for Plano’s Historic Areas

These guidelines were developed to assist property owners when they were considering façade improvements to existing historic structures or new construction. It applies to the original downtown core district and surrounding residential areas covering a variety of exterior components including the treatment of original materials, window and door replacement, awning design, signage design and placement, maintenance, and new building design and placement.

1991 – Downtown Development Plan

This plan covered the original business district and surrounding residential areas and was developed to address the area’s changing role in a growing community. It examined demographics, historic preservation, land use and zoning, public facilities and infrastructure, transportation and urban design. Its appendix included the “Master Streetscape Plan” for the area which has been the basis for a variety of street, sidewalk, lighting, landscaping, and other public improvements in the downtown area over the years. Its land use and zoning recommendations were the basis for the establishment of the Downtown Business/Government (BG) District which was the first in Plano to allow both commercial and residential uses. Although BG regulations have been amended over time to address new conditions such as the DART light rail station, its key elements remain intact.

May 1999 – Downtown Plano: A Vision and Strategy for Creating a Transit Village

The “Transit Village Report,” as it is commonly identified, starts with the Downtown Development Plan and establishes a framework for taking full advantage of the addition of DART’s light rail system to the area. It identifies primary and secondary impact areas and establishes development and investment expectations for each. Taking a “New Urbanist” approach to development, it recommends concentrating dense residential development in walking distance of the rail station to facilitate transit use and increase retail demand.

It was updated in 2004 with new data on development activity and public improvements.

July 1999 – Eastern Plano Streetscape Features

This document was developed in response to one of the proposals from “10 Big Ideas for Eastern Plano” – “Create a Front Door Initiative.” It includes a hierarchy of “softscape” and “hardscape” treatments for various streets, intersections, and entrance points in eastern Plano. The Eastern Plano Advisory Committee reviewed the document and recommended it to the City Council for implementation over time.

September 1997 – 10 Big Ideas for Eastern Plano

This report resulted from the efforts of the East Plano Development Task Force to define major proposals that could take advantage of eastern Plano’s primary attributes and address concerns about the area’s aging development and long-term viability.

October 2002 – Preservation Plan

The current document represents the fourth edition of the Preservation Plan, which was first adopted in 1981. This document is based on an inventory of buildings, sites, and areas that meet or could meet with further study the criteria for Heritage Resource Designation as prescribed in the Heritage Preservation Ordinance. It highlights the relationship of Plano’s built environment to the community’s formation over time. It focuses on preserving structures that connect the community with its past.

July 2002 – Retail Study of Underperforming and Vacant Areas

Sometimes referred to as the Tri-Cities Retail Study, this document represents a joint effort of the cities of Carrollton, Plano, and Richardson to improve the productivity of their retail properties, both developed and undeveloped. It included a statement of “Best Practices,” a framework for evaluating the challenges and opportunities facing individual sites, and examples of how actual retail properties could be converted for other uses.

Downtown Plano Improvement Projects

1999 through 2002

The North Central DART light rail line was extended to Plano. Service to the Downtown Plano light rail station began in December of 2002.

2000 – Development of Eastside Village Phases I and II

A mixed-use facility with 471 apartment units, ground floor businesses and offices, and two vehicle parking garages was built in downtown replacing aging structures and greatly improving the city's tax base. The projects have brought people to live in downtown Plano.

2002 and 2003 – Expansion of Downtown/Business Government Zoning District

The Downtown/Business Government (BG) zoning district was expanded to over 90 acres in size. Permitted land uses were amended to allow businesses more conducive to downtown's economic health and townhouses were added to the district. The rezoning allowed for the development of three high quality restaurants to downtown that have increased the number of people coming to the area for entertainment and shopping.

2002 – Courtyard Theater

An historic auditorium and gymnasium that served the Plano Independent School District was remodeled into a performing arts theater. The theater hosts productions and concerts throughout the year and is within walking distance of the businesses and restaurants in downtown Plano.

2002 through 2004

Surface parking lots were added to the downtown area near Haggard Park and the Interurban Museum, along the DART railroad tracks south of 15th Street and at the southwest corner of 14th Street and K Avenue. There are now 750 parking spaces in downtown Plano available for people to use who visit the merchants and businesses in the area.

2005 – K Avenue improvements

The far left lane of K Avenue was removed for travel and converted into parking for Downtown Plano. This improvement now allows two lanes of traffic and has helped to reduce the speed of vehicles traveling through the downtown area.

The new parking spaces have provided customers with closer access to the businesses and restaurants in downtown Plano.

Appendix G							
Downtown Plano Demographics							
2000 Census		1/2 mile summary		1 mile summary		5 mile summary	
Demographic Attribute	Number	Percent	Number	Percent	Number	Percent	
Total Population	2207		8603		234041		
Gender Distribution							
Male	1151	52.2	5014	58.3	117394	50.2	
Female	1056	47.8	3589	41.7	116647	49.8	
Age Distribution							
Under 5 years	153	6.9	720	8.4	17555	7.5	
5 to 9 years	148	6.7	546	6.4	17792	7.6	
10 to 14 years	124	5.6	468	5.4	17785	7.6	
15 to 19 years	184	8.3	808	9.4	16624	7.1	
20 to 24 years	177	8.0	928	10.8	12261	5.2	
25 to 34 years	396	17.9	1657	19.3	35987	15.3	
35 to 44 years	320	14.5	1360	15.8	45387	19.4	
45 to 54 years	223	10.1	828	9.6	36000	15.4	
55 to 64 years	145	6.5	601	7.0	19934	8.5	
Over 64 years	337	15.3	687	8.0	14716	6.4	
Ethnicity Distribution							
Hispanic	888	40.2	4539	52.8	25611	10.9	
Non-Hispanic	1319	59.8	4064	47.2	208430	89.1	
Racial Distribution							
<i>Non-Hispanic, one race</i>							
American Indian Alaska Native	12	0.5	39	0.5	780	0.3	
Black or African American	348	15.8	453	5.3	12058	5.2	
Asian	14	0.6	51	0.6	21017	9.0	
Native Hawaiian Other Pacific Islander	1	0.0	0	0.0	117	0.0	
Some other race	1	0.0	0	0.0	397	0.2	
White	902	40.9	3487	40.5	169344	72.4	
<i>Non-Hispanic, two or more races</i>							
	41	1.9	34	0.4	4717	2	
Housing Units							
Total Housing Units	893		2832		89039		
Occupied Housing Units	853	95.5	2734	96.5	85804	96.4	
Vacant Housing Units	40	4.5	98	3.5	3235	3.6	
Household Tenure							
Owner Occupied Households	280	32.8	1146	41.9	59493	69.3	
Renter Occupied Households	573	67.2	1588	58.1	26311	30.7	
Persons Per Household							
	2.55		3.46		2.76		
Educational Attainment							
People age 25 years and over	791		5133		152024		
No high school diploma	280	35.4	2053	40.0	11163	7.3	

High School diploma/GED	285	36.0	1148	22.4	22044	14.5
Some college, no degree	115	14.5	871	17.0	36322	23.9
Associates Degree	23	2.9	216	4.2	9817	6.5
Bachelor's Degree	60	7.6	534	10.4	48943	32.2
Graduate/Professional degree	28	3.5	311	6.1	23735	15.6
High School diploma or higher	511	64.6	3080	60.0	140861	92.7
Bachelor's degree or higher	88	11.1	845	16.5	83841	47.8
Employment by Occupation						
Employed people age 16 years and over	573		4532		128863	
Management/Professional/Technical	115	20.1	930	20.5	67706	52.5
Service Occupations	93	16.2	1365	30.1	11403	8.8
Sales and Office Occupations	137	23.9	810	17.9	35739	27.7
Farming, Fishing, Forestry	0	0.0	14	0.3	66	0.1
Construction, Extraction, Maintenance	158	27.6	869	19.2	7132	5.5
Production, Transportation, Material Moving	70	12.2	544	10.3	6817	5.3
Household Income						
Households Surveyed	553		2802		85972	
Under \$10,000	124	22.4	280	10.0	2694	3.1
\$10,000 to \$24,999	202	36.5	647	23.1	6860	8.0
\$25,000 to \$49,999	139	25.1	959	34.2	18193	21.1
\$50,000 to \$74,999	49	8.9	504	18.0	18734	21.8
\$75,000 to \$99,999	14	2.5	195	7.0	14794	17.2
\$100,000 to \$149,000	20	3.6	158	5.6	15821	18.4
Over \$150,000	5	0.9	59	2.1	8876	10.3
Median Household Income	\$21,625		\$36,176		\$72,471	
2005 Population estimate	2979		9375		*	
2006 Housing Units	1384		3323		*	
Sources: North Central Texas Council of Governments, City of Plano, and the United States Census Bureau						
* The five mile radius falls into areas within other cities. Staff cannot account for new housing built outside of the city.						
	1/2 mile radius	1 mile radius	5 mile radius			
Northern limits of radius	20th Street	N of Park Blvd	Bethany Road			
Eastern limits of radius	P Avenue	Jupiter Road	Murphy Road			
Southern limits of radius	10th Street	Turnpike (SH 190)	Beltline Road			
Western limits of radius	E Avenue	Alma Drive	Ohio Drive			

Appendix H			
Downtown Property Owners and Merchants List			
Map #	Business	Property Address	Property Owner
1	Courtyard Theater and Cox Building	1509 H Avenue	Plano Independent School District
2	Let's Practice	1520 G Avenue	First Christian Church of Plano
3	First Christian Church of Plano	805 E. 15th Street	First Christian Church of Plano
4	Loan Star Mint	805 E. 15th Street	First Christian Church of Plano
4	Mattress USA	811 E. 15th Street	First Christian Church of Plano
4	First Christian Church	813 E. 15th Street	First Christian Church of Plano
5	15th Street Village	806 E 15th St	15th Street Village LP
6	15th Street Village	806 E 15th St	15th Street Village LP
7	A Better Answer	1410 G Avenue	Dolores Hawkins
8	Hubcap Homer	1406 G Avenue	John Young, ETUX
9	Texas Jewelry and Loan	1400 G Avenue	Bennie Bridgefarmer, ETUX
10	Howard Hamilton, Jr. Attorney	802 E. 15th Street	Howard D. Hamilton, Jr.
11	15th Street Village	806 E 15th St	15th Street Village LP
12	City of Plano	1520 K Avenue	City of Plano
13	City of Plano	1520 K Avenue	City of Plano
14	Vehicle parking	629 14th Street	City of Plano
15	Police Department, Municipal Court and Jail	909 14th Street	City of Plano
16	Collin Intervention to Youth	P.O. Box 860070	Collin Intervention to Youth, Inc.
17	Interurban Railway Museum/Haggard Park	901 E. 15th Street	City of Plano
18	Charles Stice	908 E. 15th Street	Charles Stice
19	Custom Scooters	912 E. 15th Street	Charles Stice
20	Georgia's Farmers Market	916 E. 15th Street	Charles Stice
21	Auto Fix It	1421 I Avenue	Charles Stice
22	Anthony's Barber & Beauty, Inc.	926 E. 15th Street, Suite 101	City of Plano
22	Hearing Aid Express	926 E. 15th Street, Suite 102	City of Plano
22	Williams Family Barber Shop	926 E. 15th Street, Suite 103	City of Plano
22	Ye Ole Butcher Shop	926 E. 15th Street, 105 & 106	City of Plano
23	Eisenberg's Skatepark	930 E. 15th Street	J & A Family Partners Limited
24	DART	DART RR and 15th Street	Dallas Area Rapid Transit
25	DART	DART RR and 15th Street	Dallas Area Rapid Transit
26	A.R. Schell & Son Insurance	1001 E. 15th Street, #100	A. R. Schell, III
27	Beverly and James Hiegel	1005 E. 15th Street	Beverly and James Hiegel
28	Tutco, Inc.	1011 E. 15th Street	Tutco, Inc.
29	Simple Country Pleasures	1013 E. 15th Street	Julia Ann Huntman
30	Akers & Associates	1015 E. 15th Street	Jeran M. Akers
30	Peggy Green-Ernst & Associates	1015 E. 15th Street	Jeran M. Akers

30	Stephen H. Miller, Attorney	1015 E. 15th Street	Jeran M. Akers
31	Into My Garden Tea Room	1017 E. 15th Street	Michael R and Mary Jo Montgomery
31	Nooks 'N Krannies	1017 E. 15th Street	Michael R and Mary Jo Montgomery
31	Victoria's Doll House	1017 E. 15th Street	Michael R and Mary Jo Montgomery
32	Eastside Art Gallery	1021 E. 15th Street	Alvin L. and Sandra Dahl
33	MF Robert	1023 E. 15th Street	MF Robert
33	The Rupp Fine Art Gallery	1025 E. 15th Street	MF Robert
34	Keller & Stark	1027 E. 15th Street	Laman/Stark JV
34	Luke Laman, PC	1027 E. 15th Street	Laman/Stark JV
35	Natural Elegance	1029 E. 15th Street	Robert A. Lynch
36	Plano Barber Shop	1031 E. 15th Street	Frances Bates Wells
36	New Addition Infant and Children	1033 E. 15th Street	Frances Bates Wells
37	Candy Bouquet & Gifts	1035 E. 15th Street	Richard Gene Sutton
38	Jorg's Café Vienna	1037 E. 15th Street	Joerg W. and Cathy A. Fercher
39	Art Centre of Plano	1039 E. 15th Street	Cultural Arts Council of Plano
39	Grand Realty Services	1039 E. 15th Street	Cultural Arts Council of Plano
40	Old Shed Joint Venture	1020 E. 15th Place	Old Shed Joint Venture
41	Michael Holter Creative	1013 15th Place, #101	Plano RPFIV Multi Family Assoc LTD, City of Plano
41	Neuromed	1013 15th Place	Plano RPFIV Multi Family Assoc LTD, City of Plano
42	AAA Realtor / O.K. Mortgage	1545 K Avenue, Suite 169	Compass Homes, Inc.
42	Edward Jones Investments	1045 15th Place #157	Plano RPFIV Multi Family Assoc LTD, City of Plano
42	Plano Mini Mart	1045 15th Place	Plano RPFIV Multi Family Assoc LTD, City of Plano
43	Richard Howe	1004 E. 15th Street	1006 E. 15th Street LP
44	Red Awning Antiques and Collectibles	1006 E. 15th Street	1006 E. 15th Street LP
45	Love Photography	1008 E. 15th Street	Love Photography, Inc.
46	Fairway Group Real Estate/Smith Exploration/Taco Delite	1416 J Avenue	Historic Plano - 25 LTD
47	Plano Masonic Lodge	1414 J Avenue	Plano Lodge 768 AF & AM
47	Warner Richeson Home Design	1414 J Avenue	Plano Lodge 768 AF & AM
48	Brodhead Family LTD	1410 J Avenue	Brodhead Family Limited Partnership
49	Cobweb's Antique Mall	1400 J Avenue	First CMC Properties, LLC
49	Lillian's Back Porch	1400 J Avenue	First CMC Properties, LLC
49	Nanny Granny's Antiques	1408 J Avenue	First CMC Properties, LLC
50	Jessie Christie	1001 14th Street	Jessie Christie
51	Vehicle parking	SE 15th Street and DART RR	City of Plano
52	Plano Municipal Center South	1409 K Avenue	City of Plano
53	Ambience Décor	1010 E. 15th Street	Franklin W. Neal
54	Kay Askew Gallery	1012 E. 15th Street	Katherine S. Moore
54	Old Towne Gallery and Frame	1012 E. 15th Street	Katherine S. Moore
55	Nature's Finest Art	1016 E. 15th Street	Judith Smith Moore
56	Creative Imprints	1018 E. 15th Street	Judith Smith Moore

57	Bert B. Carpenter, Jr.	1020 E. 15th Street	Bert B. Carpenter, Jr.
58	Dish Neighborhood Cuisine	1022 E. 15th Street	East Side Partners LTD
59	CYA Design Collaborative	1024 E. 15th Street	Judith Smith Moore
60	Sutton Place	1030 E. 15th Street	Geraldine Stubbs
61	Mane Design	1423 K Avenue	Chaddick Center Leasing Office
61	Queen of Hearts Costume & Magic Shop	1032 E. 15th Street	Chaddick Center Leasing Office
62	Plano Municipal Center	1520 K Avenue	City of Plano
63	Verizon	1508 K Avenue	GTE Southwest, Inc.
64	Las Brisas Inn	1426 K Avenue	Las Brisas Properties, Inc.
64	15th Street Café & Bakery	1112 E. 15th Street	Las Brisas Properties, Inc.
65	Body Grafix	1428 K Avenue	Las Brisas Properties, Inc.
65	Two Brothers Cigars	1424 K Avenue	Las Brisas Properties, Inc.
66	Kelly's Eastside	1422 K Avenue	Las Brisas Properties, Inc.
67	Aegis 1 Computer Services	1416 K Avenue	Scott Copeland
67	Baxter's Salon	1420 K Avenue	Scott Copeland
67	Plano Nailery	1418 K Avenue	Fred L. & Patricia M. Musgrove
68	D.K. Wireless Networks	1410 K Avenue, Suite #1105-A	Plano RPFIV Multi Family Assoc LTD, City of Plano
68	Dora's Salon	1425 Vontress Drive #1113	Plano RPFIV Multi Family Assoc LTD, City of Plano
68	Feels Like Home	1410 K Avenue, Suite #1109-B	Plano RPFIV Multi Family Assoc LTD, City of Plano
68	Film Depot	1405 Vontress Drive #1103	Plano RPFIV Multi Family Assoc LTD, City of Plano
68	Mode Design Studio	1425 Vontress Drive, #1110	Plano RPFIV Multi Family Assoc LTD, City of Plano
68	Sisters Two Salon	1405 Vontress Drive #1104	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Central Vision Clinic	1145 E. 14th Street	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Creative Collections	1425 Vontress Drive #1115	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Dallas Digital Video Productions	1410 K Avenue, Suite #1105 D	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Eastside Village Apartments	1404 Vontress Drive #2119	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Farmer's Insurance Group	1404 Vontress Drive #2117	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Hair'em and Nail'em	1465 Municipal Avenue #3125	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Landis Realty Group	1404 Vontress Drive, #2123	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Megan Rachel	1405 Vontress Drive, #1101	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Michael Dover	1405 Vontress Drive, #1101	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Tax Rx	1404 Vontress Drive, #2127	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	The Behavior Exchange	1405 Vontress Drive, #1102	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	The Village Spa	1145 E. 14th St, #2109	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Today's Tan & Nails	1465 Municipal Ave. #3027	Plano RPFIV Multi Family Assoc LTD, City of Plano
69	Transitions to Life	1405 Vontress Drive, #1106	Plano RPFIV Multi Family Assoc LTD, City of Plano
	Businesses in regular font		
	Property owners with no business at the property in bold		



16th St

G Ave

1

16

41

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15th St

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14th St

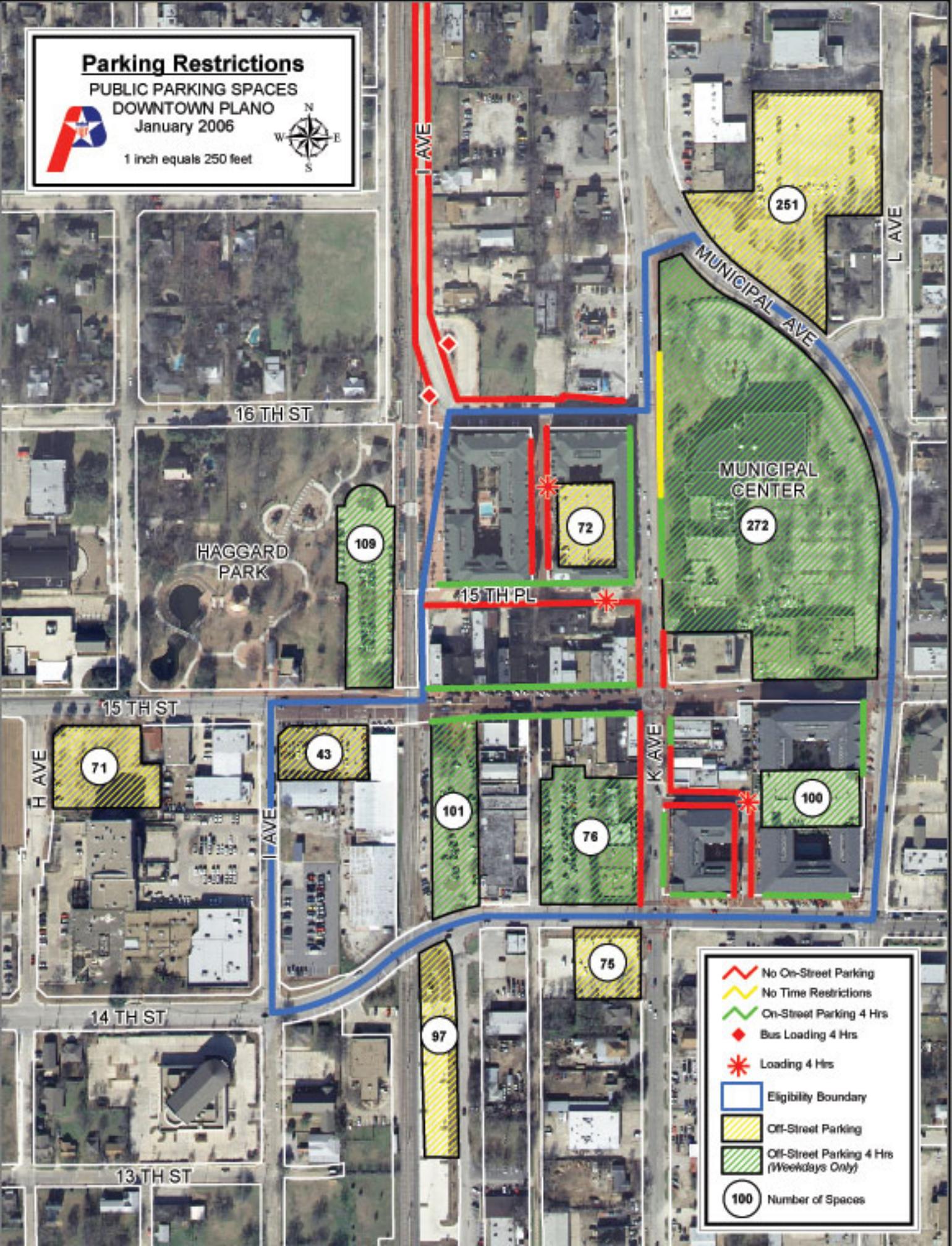
**Downtown Task Force
STUDY AREA**

Parking Restrictions

PUBLIC PARKING SPACES
DOWNTOWN PLANO
January 2006



1 inch equals 250 feet



- No On-Street Parking
- No Time Restrictions
- On-Street Parking 4 Hrs
- Bus Loading 4 Hrs
- Loading 4 Hrs
- Eligibility Boundary
- Off-Street Parking
- Off-Street Parking 4 Hrs (Weekdays Only)
- 100 Number of Spaces

Preliminary Open Meeting Agenda Item III

Five Year Public Art Plan

Michael Coleman
Jim Wear

*POM
1/12*

Memorandum

Date: 8/14/06

To: Plano City Council

From: Michael Coleman, Chair
Public Art Committee

Subject: Public Art Five-Year Plan, 2006-11

Ordinance 2005-4-18, Section I, Article II.a.2.a:

“During the annual approval of the Community Investment Program, the Public Art Committee will present its recommendations to the City Council for Projects that should have Public Art. The City Council will then initially direct which Projects will have Public Art as an element.”

Therefore, on behalf of the Public Art Committee, I am presenting a proposed Public Art Plan to be administered over five years. Due to the length of process for each project, the recommended allocation for each year is determined by when funds are needed.

On the proposed plan, there are two sections: CIP-related public art projects and non-CIP related. The funding for CIP-related art elements is determined by the budget for the CIP projects. The non-CIP projects are being recommended under Ordinance 2005-4-18, Section I, Article II.a.2.4: “The City Council may identify other Public Art Improvements to be funded, and the Public Art Committee shall advise and make recommendations to the City Council with regard to site(s) and a proposed budget for those Public Art Improvements. The Council shall then determine the amount to be allocated for the Public Art Improvements.”

All projects are being recommended after discussion with and cooperation from department staff.

Attached you will also find the 2005-06 Public Art Plan, for which funding has already been approved. The usage of funds is also indicated in specified budget years; you will see that the completion of these projects will require time beyond the 2006-07 fiscal year. For the Public Art Five-Year Plan, we are not recommending the allocation of additional funds until 2007-08.

Hence, we are providing a briefing of a proposed Public Art Five Year Plan.

**Proposed Public Art Five-Year Plan for CIP & Non-CIP Projects
For City Council Review and Direction, 08/14/06**

<u>CIP Project</u>	<u>Start Date</u>	<u>Complete Date</u>	<u>Elig Budget *</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>Art (2%) **</u>
Archgate Park	9/30/2001	7/1/2007	8,400,000			20,000	148,000		168,000
Carpenter Expansion/Sr Ctr	10/1/2006	9/30/2009	6,600,000		20,000	112,000			132,000
Pecan Hollow Golf Course	10/1/2007	9/30/2009	1,800,000		6,000	30,000			36,000
Trail Connections * up to 07-08	10/1/2001	9/30/2012	5,125,000			20,000	82,500		102,500
Fire Station 13	10/1/2006	9/30/2008	3,600,000					72,000	72,000
CIP ART					26,000	182,000	230,500	72,000	510,500

<u>Non - CIP</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>Art</u>	
Police Dept.			15,000	55,000		70,000	
Oak Point Recreation Center			15,000	85,000		100,000	
Liberty Recreation Center			15,000	85,000		100,000	
Senior Center				10,000	45,000	55,000	
Tennis Center				10,000	45,000	55,000	
Non-CIP ART			45,000	245,000	90,000	380,000	
TOTAL ART		0	26,000	227,000	475,500	162,000	890,500

* Per funding ordinance, eligible budget is calculated by total CIP project budget minus ineligible expenses (land purchase, water/sewer projects, etc.)

** For CIP-related art, budget is calculated using up to 2% of eligible budget.

**Approved Public Art Plan
FY 2005-2006**

CIP Project	Start Date	Complete Date	Eligible Budget*	2005-06	2006-07	2007-08	Art (2%) **
Oak Point Park Development	1/30/2003	7/30/2007	10,000,000	15,000	185,000		200,000
Haggard Library Improvements	10/1/2005	9/30/2007	1,800,000	4,000	32,000		36,000
Memorial Park	10/1/2005	9/30/2006	2,000,000	26,500	13,500		40,000

Non-CIP Reallocation	2005-06	2006-07	2007-08	Art
Parr Library		36,000		36,000
Davis Library		36,000		36,000
Harrington Library		4,000	32,000	36,000
Schimelpfenig Library		4,000	32,000	36,000
Downtown Fire Station		70,000		70,000
Animal Shelter			25,000	25,000
2005-06 TOTAL ART BUDGET	45,500	380,500	89,000	515,000

* Per funding ordinance, eligible budget is calculated by total CIP project budget minus ineligible expenses (land purchase, sewer projects, etc.)

** For CIP-related art, budget is calculated using up to 2% of eligible budget.

Preliminary Open Meeting Agenda Item IV

Memorial Park Improvements and Art Element

Don Wendell

Don Wendell

Plano Parks and Recreation Department Water Conservation Variance Report

Current Variance

The Parks and Recreation Department is currently irrigating park land and other public property in accordance with a variance granted under the Water Conservation Ordinance. The variance allows City of Plano property to be watered on any night between the hours of 10:00 p.m. and 6:00 a.m. The Parks and Recreation Department will still exceed the 5% reduction goal of the stage 3 water restrictions. Reductions will range from 20% to 50% depending on the site.

This variance was granted to allow flexibility in the programming of the irrigation systems and protect City assets.

Current Situation

The reason that this flexibility is necessary is due to the large scale of irrigated areas, especially high use areas such as athletic fields. An average home lot in Plano has approximately 5,000 square feet of landscaped area. Watering the entire lot and putting out sufficient water to sustain the landscape can be accomplished in one night per week. Most athletic sites are over 1,000,000 square feet, and some of the largest irrigated sites are almost 5,000,000 square feet. Consequently, the City is trying to water some areas that are up to 1,000 times larger than a typical home lot.

Irrigation systems at large sites are designed to apply water over many nights during the week. Thus, when restricted to one 14-hour window of watering per week, the system is not capable of putting out sufficient water to sustain the grass. Due to the original design limitations, there is just not enough capacity to put out the same amount of water (per square foot) as a home system. **So, while park systems may be programmed under the variance to run more frequently, the amount of water that is actually being applied is less than what is applied per square foot on a residential lot.** This is how the reduction goal is being met or exceeded.

To further illustrate this issue, assume that a home irrigation system can put out 1" of water in 12 hours. Normally, homeowners can program their system so that it puts out 1/3" of water in a 4 hour cycle on three different nights. However, when forced to water within a 14 hour window, the system can be re-programmed so that 1" of water is still applied.

Now assume that a park irrigation system is designed to put out 1" of water in 36 hours. Normally, the system will be programmed so that it puts out 1/3" of water in a 12 hour cycle on three different nights. When forced to water within a 14-hour window, the system can only apply a little over 1/3" for the week. This is equivalent to a 65% reduction, which far exceeds the water conservation goal, and puts City assets at risk.

Another important reason for the variance is the flexibility to program irrigation at night when there are no activities in the park. For example, if a site had to be watered beginning at 7:00 p.m. on a specific day, and a pavilion at that site was reserved for that evening, use of the irrigation system had to be curtailed for up to 4 hours until the pavilion reservation ended. The lost watering time could not be made up. The site simply had to wait until the following week to be watered.

Handwritten signature/initials

Action Steps

In addition to the variance, the following are other actions being taken by the Parks and Recreation Department to address the current situation and conserve water.

- The Plano Television Network has produced a segment explaining the variance. A more extensive video is planned to further explain water conservation and irrigation practices. Information is also posted on the department's Web site at www.planoparks.org.
- A research project has been initiated at Jack Carter Park to test the effectiveness of polyacrylimides applied to the turf area. This material is designed to penetrate the soil, hold water, and then release it to the roots of the plant material as it is needed. The effects of combining the application with compost top dressing are also being tested. The results will be evaluated to determine if short term expenditures can yield long term benefits, and ultimately reduce water usage on sports fields and improve their resiliency.
- The park staff has met with an irrigation consultant, and a study of existing irrigation systems will be initiated to evaluate the efficiency of systems and recommend improvements necessary to overcome the constraints being imposed during the more stringent water conservations stages.
- Cultural maintenance practices that help sustain plant material during droughts, such as raising mowing heights, have been in effect since spring 2006. Operational resources have been shifted to address drought priorities.
- All of the youth sports organizations were notified last spring of the potential issues for their organizations caused by watering restrictions. A sports field conservation plan has been developed with their involvement and input.

Summary

The issues created by the stage 3 water restrictions have caused the Parks and Recreation Department to focus on irrigation and maintenance practices that relate to water conservation. There will be a proactive response to various issues during this drought, which will result in the City of Plano setting even higher standards and improving its systems. A meeting with area parks and recreation department representatives was held on July 26 in Mesquite. All cities are experiencing the same issues and will continue to share ideas on how to mitigate the problems. The meeting confirmed that Plano is already considered a benchmark for some of the actions being taken.

The City began operating its irrigation systems through a central, computer controlled system that communicates with over 500 controllers in the field. The computer monitors flow, and if there is excessive flow, it will shut down the irrigation cycle automatically. An "alarm" is sent to the irrigation staff to notify them of the problem and its location. As with most technology, malfunctions can occur and the City will respond as quickly as possible to correct these issues. This technology has been phased into the park system since 1993, and has helped the City conserve significant amounts of water, long before the current drought conditions began. Citizens are being encouraged to help by notifying the Parks and Recreation Department at (972) 941-7263 if they observe irrigation issues.

norm
V/b



Drought Update



Lake Lavon: August 2006



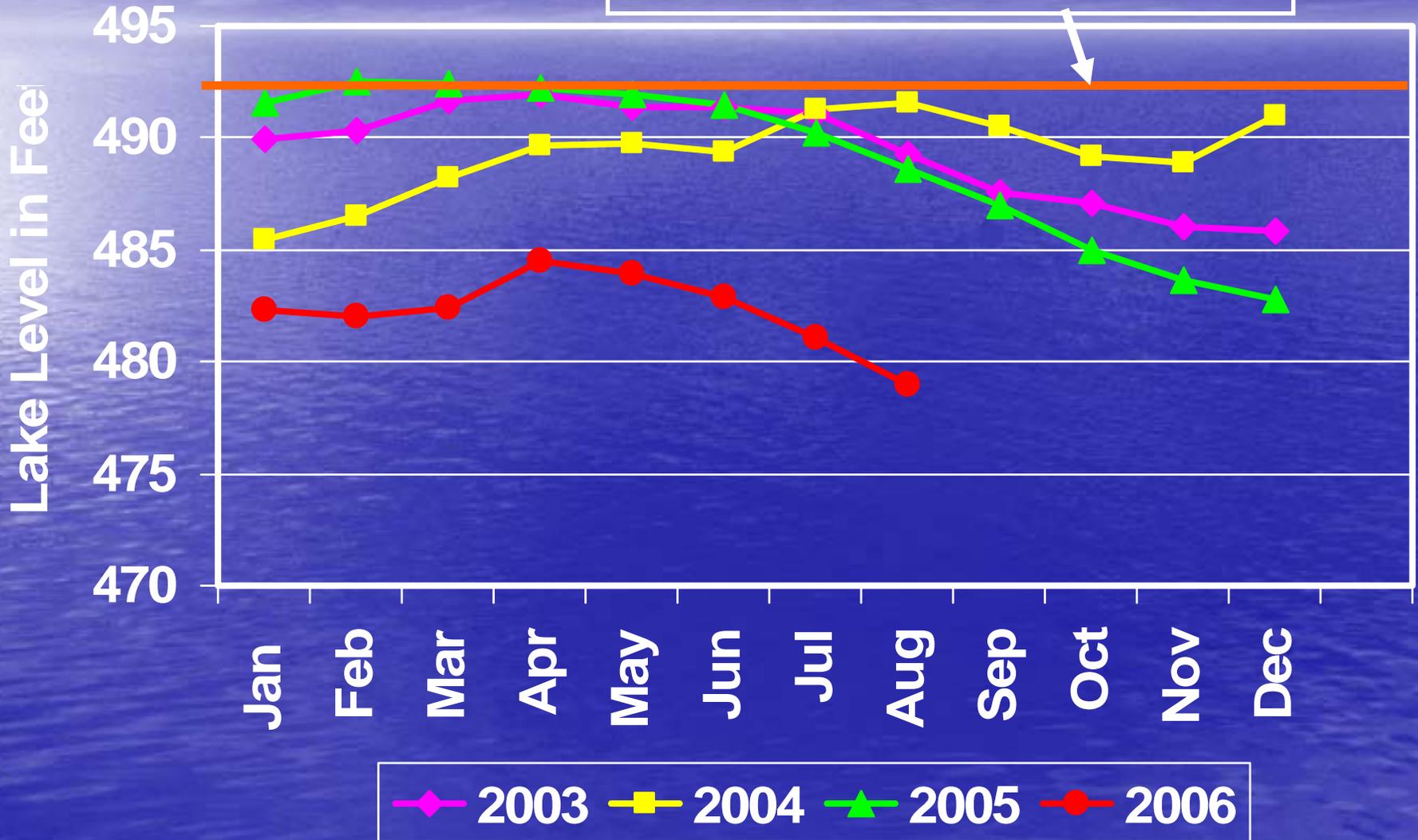






Lake Lavon Elevation

Conservation Pool- 492'





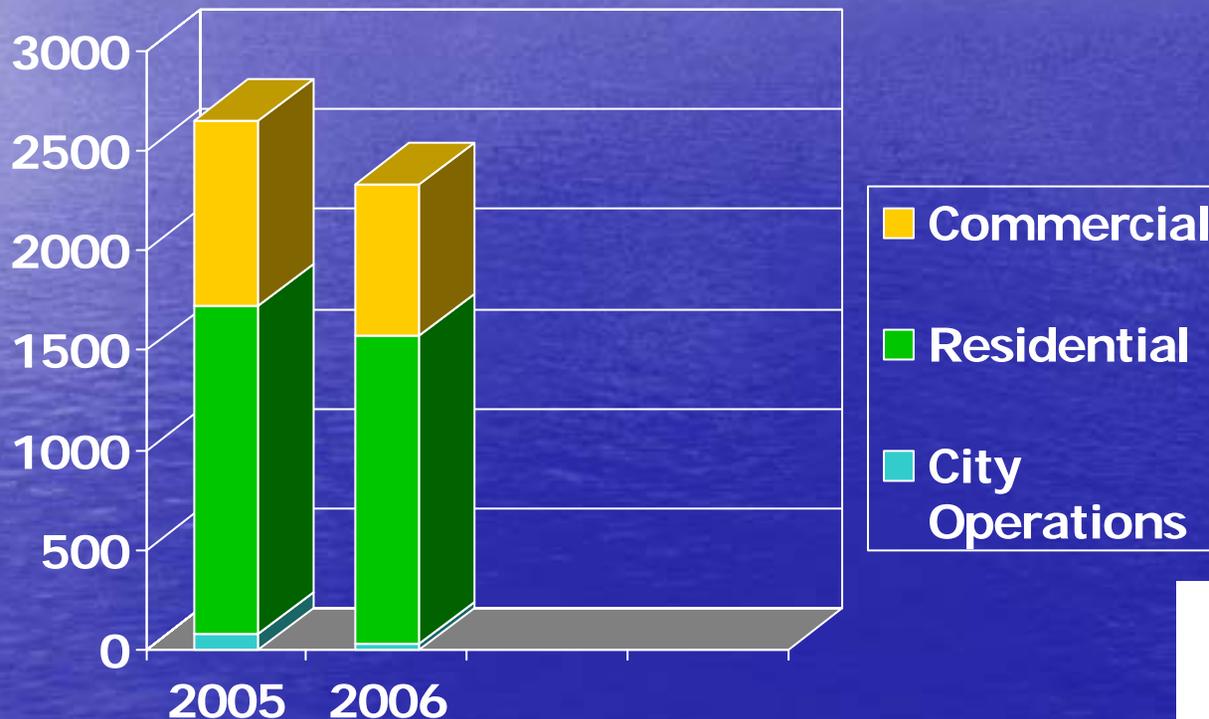
NTMWD Reservoir Levels

Lake	Conservation Pool	Current (8/8/06)	Down
Lavon	492.0	478.49	-13.51
Cooper	440.0	426.93	-13.07
Texoma	618.38	613.30	- 4.40

Average Daily Water Use July 2006 Compared to July 2005

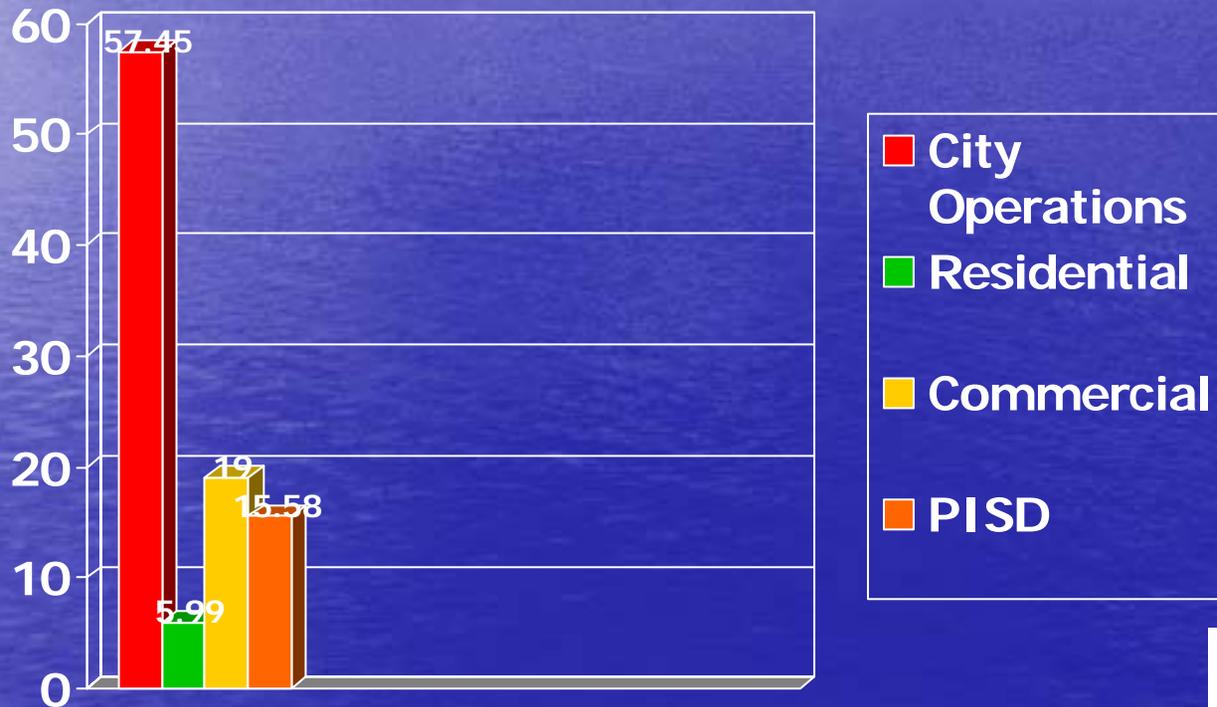
- In July 2005 there was an average daily water use of 91.463 million gallons.
- In July 2006, there was an average daily water use of 77.580 million gallons.
- This represents a reduction of 15.18%.

Water Consumed by User Category July 2006 Compared to July 2005

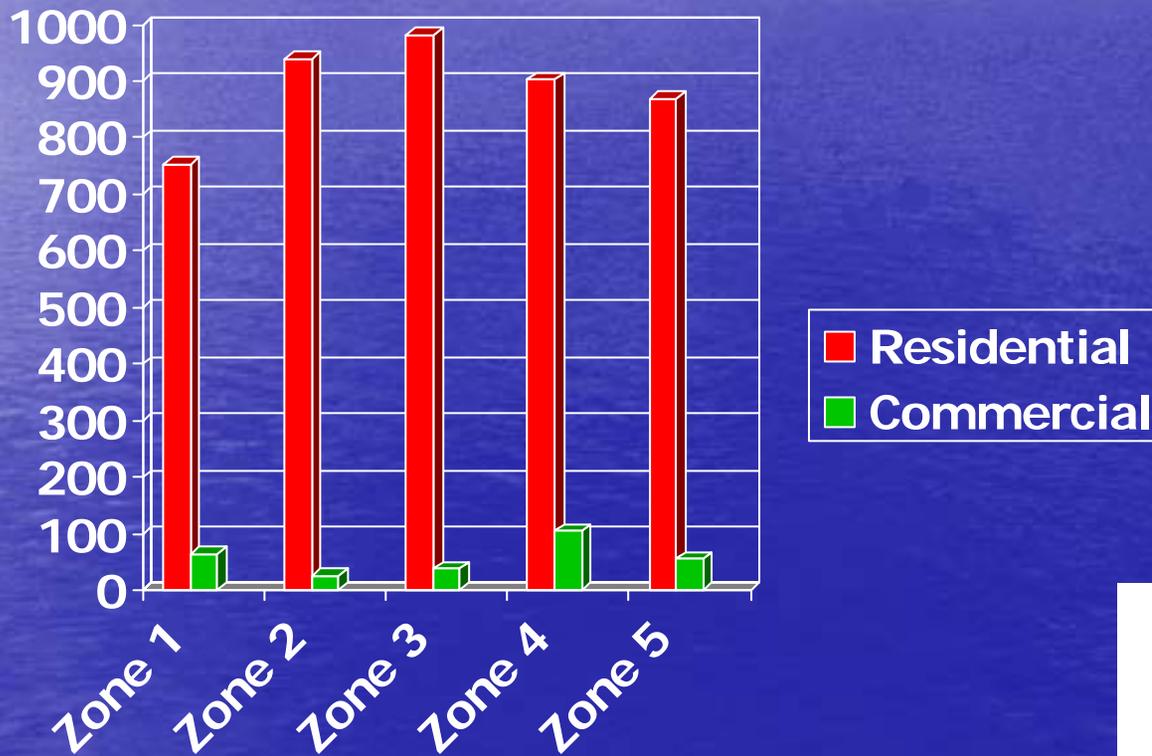


Water Conservation by User Category

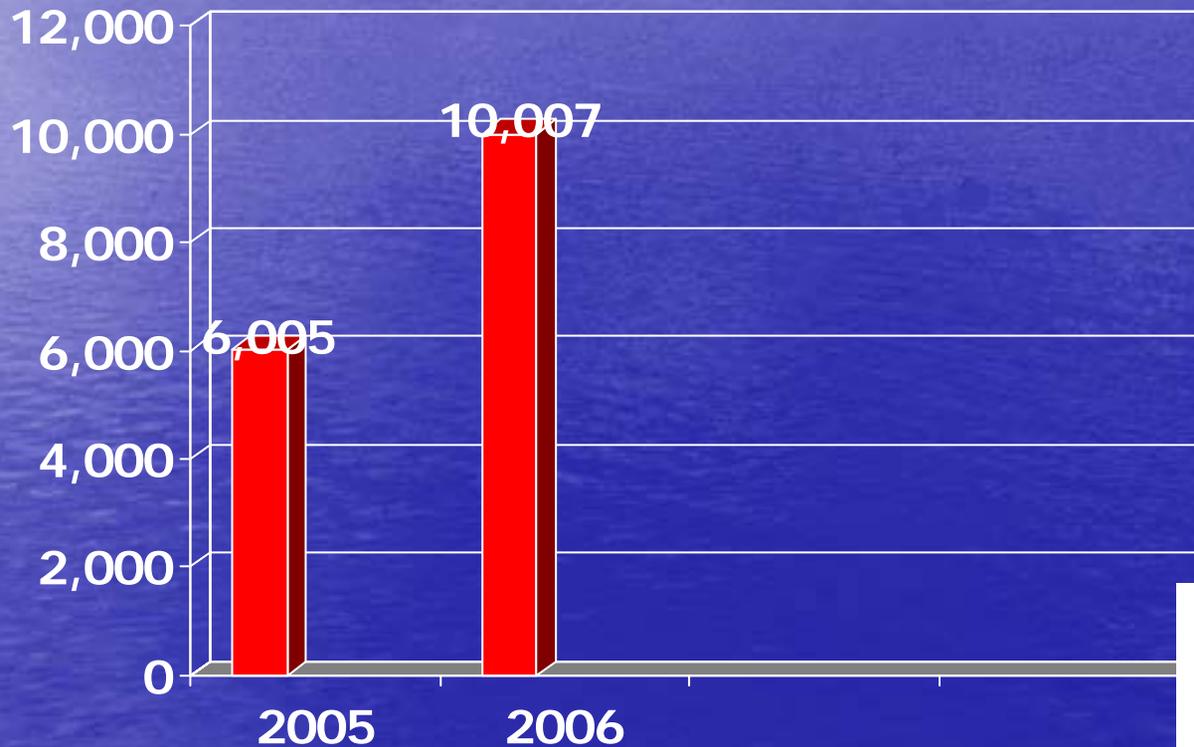
Percent Reduction in July 2006 Compared to July 2005



Citations Issued as of August 4, 2006



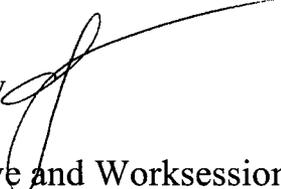
Telephone Calls Received by Public Works Administrative Staff in July



MEMO

DATE: August 8, 2006

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

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered at the August 14, 2006 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>No items for consideration</u>	<u>Reappointments:</u> Animal Shelter Advisory Committee Cultural Affairs Commission Heritage Commission Parks and Recreation Planning Board Plano Transition & Revitalization Commission Public Arts Committee Transportation Advisory Committee

Discussion/Action Items for Future Council Agendas

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

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

August 19

Council Budget Worksession, 8 a.m.

Board/Commission Reception, Building Inspections Training Room, 2 p.m. – 3 p.m.

August 24

1st Public Hearing on Tax Rate, Council Chambers, 5 p.m.

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

August 28

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

Retirement Security Plan Committee

2nd Public Hearing on Tax Rate

Transition and Revitalization

Workforce Housing Interim Report

Accessory Dwelling Units Interim Report

Public Hearing: Zoning Case 2006-16 - A request to rezone 34.1± acres located on the north side of Windhaven Parkway, 2,900± feet east of Dallas North Tollway from Planned Development-242-Multifamily-2 and Planned Development-243-Retail/General Office to Planned Development-154-Single-Family Residence-6. **Applicant: Acres of Sunshine, Ltd.**

September 4 – Labor Day Holiday

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

September 11

Self Sufficiency Report

Adopt Operating Budget, Community Investment Program, Set Tax Rate

VIIa

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Plano Housing Report

NTMWD Presentation – Jim Parks
Presentation on Patriotic Etiquette – Dick Belmore, VFW

October 9

TIF 1 and 2 Report

October 10 - Council/P&Z Retreat, noon to 5 p.m., location TBD

October 23

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

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

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

November 13

November 23, 24 – Thanksgiving Holidays

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

December 11

VII B

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

December 19

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

December 22, 25 Christmas Holidays

January 1, 2007 – New Year Holiday

VII e



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:		8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	<i>[Signature]</i>	<i>8/14/06</i>
Dept Signature:			City Manager	<i>[Signature]</i>	<i>8/14/06</i>
Agenda Coordinator (include phone #):			Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Proclamation: Join Scouting Night					
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
July 24, 2006**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:10 p.m., Monday, July 24, 2006, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member 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 Personnel, Section 551.074 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 5:54 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

Personnel Reappointments

Arts of Collin County Board of Directors

Mayor Evans advised that consideration of this appointment is held at this time in order to be in sync with the other cities.

Board of Adjustment

Upon a motion made by Council Member Ellerbe and seconded by Council Member Dunlap the Council voted 7-0 to reappoint Michael Pirek, Donnie Swango George Elwell, Chris Polito, and Randy Hart and to further move Joe Milkes from an Alternate member to a Regular member.

Building Standards Commission

Upon a motion made by Council Member Stahel and seconded by Council Member Dunlap, the Council voted 7-0 to reappoint John Weeks, James Carpenter, and Tina Ross, and further voted to move James Carpenter and Arthur Snyder from Alternate members to Regular members.

Planning and Zoning Commission

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 7-0 to reappoint Lisette Briley and to further reappoint Carolyn Kalchthaler to a one-year term.

Mobility Report

Transportation Engineering Manager Neal spoke to extensive signal construction projects primarily in the northwest section of the City, addressing problems with low lying trees blocking the view, and to following through with the marketing of the Safe Streets Program device options. He responded to the Council that he will provide information regarding the timeline for the widening of Midway Road from Parker Road to Spring Creek Parkway, and further responded that a portion of video traffic tape was accidentally pulled out from the camera by a contractor working on another activity and that it will be restored.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of June. He stated that Golf Course revenues are down from last year, and that most funds are ahead of budget from last year with the exception of the Environmental Waste Fund where expenditures are up. Mr. McGrane stated that Sales Tax numbers look good, unemployment rates are slightly ahead, and that single family housing starts and hotel/motel tax numbers are holding steady. Mr. McGrane further spoke to the Treasury Pool Equity and Portfolio diversification.

Personnel Appointments

Civil Service Commission

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Stahel, the Council voted 7-0 to appoint Robert Barraclough.

Reappointments

Animal Shelter Advisory Committee

Mayor Evans concurred to hold consideration of this appointment at this time.

Civil Service Commission

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to reappoint Robert Barraclough.

Community Relations Commission

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to reappoint Kimberly Brogan and Robert Masengill.

Cultural Affairs Commission

Mayor Evans concurred to hold consideration of this appointment at this time.

Heritage Commission

Mayor Evans concurred to hold consideration of this appointment at this time.

International Relations Advisory Commission

Mayor Evans concurred to hold consideration of this appointment at this time.

Keep Plano Beautiful Commission

Upon a motion made by Council Member Ellerbe and seconded by Council Member Stahel, the Council voted 7-0 to reappoint Holly Linskie and Paul Pathrose.

Library Advisory Board

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Dunlap, the Council voted 7-0 to reappoint Hilton Kong.

Parks and Recreation Planning Board

Mayor Evans concurred to hold consideration of this appointment at this time.

Plano Housing Authority

No reappointments were made.

Plano Transition and Revitalization Commission

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 7-0 to reappoint Pat Miner and Robert Masengill.

Public Arts Committee

Mayor Evans concurred to hold consideration of this appointment at this time.

Retirement Security Plan Committee

Upon the recommendation of City Manager Muehlenbeck a motion was made by Council Member Dunlap and seconded by Council Member Stahel to reappoint Stephen Doud. The Council voted 7-0.

Self Sufficiency Committee

Upon a motion made by Council Member Stahel and seconded by Council Member Dunlap, the Council voted 7-0 to reappoint Diana Axthelm and Gregory Huckaby.

Senior Citizens Advisory Board

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Magnuson, the Council voted 7-0 to reappoint Mary Jane Ketcham and Sue Barron.

Tax Increment Financing Reinvestment Zone No. 1 Board

Upon a motion made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Magnuson the Council voted 7-0 to reappoint Scott Johnson and Michael Booth. The Council further voted 7-0 to reappoint Scott Johnson as Chair by a motion from Council Member LaRosiliere and a second from Deputy Mayor Pro Tem Magnuson. Mayor Evans requested that residency status and requirements be confirmed for the City Representative position.

Technology Commission

Upon a motion made by Council Member Stahel and seconded by Council Member Dunalp, the Council voted 7-0 to reappoint Dana Johnson. Council Member Stahel amended his motion to also reappoint Michael Becker to which Council Member Ellerbe made a second. The Council voted 7-0.

Transportation Advisory Committee

Mayor Evans concurred to hold consideration of this item at this time.

Discussion and Direction Regarding Recommendations from Plano Centre Study

Director of Parks and Recreation Wendell spoke to recommendations previously presented to the Council which included adoption of business and marketing plan goals, objectives, and timelines for Plano Centre. He spoke to relocation of the Convention and Visitors Bureau offices, improving the first impression of Plano Centre to include replacing trees and landscaping and possibly placing kiosks in high traffic areas around the City. Mr. Wendell stated that recommendations are not all administrative in nature and will require budget consideration and will therefore be brought back in sequence for approval as needed, and further spoke to receiving a general consensus from the Council to move forward.

Mr. Wendell stated that after discussion it is the recommendation of Staff to not relocate Plano Centre and that finding a corporate buyer for the existing building would be difficult. He spoke to focusing on the existing Plano Centre and looking at recommendations to improve and update the facility over the next five years; a fact finding mission to locate a vacant "big box" to utilize for booking events and expand and grow the business of the City; changing the current booking policy to be more revenue focused and evaluate each booking request based on its revenue potential; consider sporting events with a focus on indoor events with concession opportunities and to engaging a consultant to maximize the potential which would be included in next year's budget if approved; an outdoor arena such as for a horse show and to engaging a consultant for ideas on moving forward. The Council concurred with these recommendations.

Discussion and Direction Regarding Recommendations from Public Art Committee on Future Sculpture in the Park

Creative Arts Manager Wear spoke to previous discussions regarding Sculpture in the Park event festivals and to a report coming forward from the Public Art Committee on this type of event.

Public Art Committee Member Janet Shaw spoke to research done on sculpture events and reviewed professional sculpture organizations in Texas, and further spoke to missions to teach/educate and share sculpture visions through exhibitions. She spoke to event participations in various communities.

Public Art Committee Member Bob Drotman stated that most sculpture events in the United States are sponsored by a 501(c)3sculptures are for sale, the price of admission is low or free, most events are being held during the summer or fall, over a single weekend or as long as several months, and are mostly outdoors with an indoor component. He provided a slide presentation of sculpture events around the country and spoke to focusing the event on the family and stated that attendance is usually high.

Ms. Shaw stated that most shows are held in August, September, or October and that it is felt that October would work well here. She stated that recommendations include selecting a location to support a limited, permanent sculpture collection, that there be a commitment to start-up funding support for the first three to five years, and that a Sculpture in the Park Planning Team be organized. Mr. Drotman spoke to forming the committee this fall in order to have an event in the fall of 2008, determining the initial size of the event, opening and closing event functions, how to sell the sculptures and what entrance fees should be. Mayor Evans spoke to obtaining copies of the slides for herself and Council liaisons Callison and Ellerbe in order to review the information and determine questions and suggestions to funnel through to the Committee. Mr. Wear stated that he will work with the Council on forming a planning team.

Mayor Evans convened the Preliminary meeting directly into the Regular Meeting at 7:02 p.m. where remaining Preliminary Items were discussed.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
July 24, 2006

COUNCIL MEMBERS

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Loretta L. Ellerbe
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Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans convened the Council directly into the Regular Session on Monday, July 24, 2006, at 7:02 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council members were present with the exception of Council Member Callison.

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

The Pledge of Allegiance was led by Cub Scout Pack 421 of Andrews Elementary.

Mayor Evans received a presentation to the City of Plano from Mayor Lin of Hsinchu City Taiwan by visiting Plano Independent School District students.

Mayor Evans spoke to being consistent regarding the ability of the public to provide input to the Council. She spoke to efforts to manage time during meetings and possible limits placed on speaking time. Mayor Evans spoke to Public Hearings as indicated on agendas offering an opportunity to address items and stated that those items not listed as such are left to the discretion of the Council. She advised that in most cases input is received and spoke to *General Discussion* being a time to bring items to the Council's attention that are not on the agenda and that the Council may not respond to these comments. Mayor Evans requested that those in attendance for a particular item provide input when it is presented and spoke to making a determination of speaking time dependant on the number of requests received. She spoke to the opportunity to provide input to the Council via e-mail or telephone.

GENERAL DISCUSSION

Pedro Garcia, citizen of the City, spoke regarding his non-profit organization researching and documenting the lifestyles of American Mexicans born in the United States and Mexican citizens born in Mexico and living here. He spoke to possible presentation of a proclamation recognizing American Mexicans and advised no funds are requested and that reports will be provided to the City.

Brenda McDonald, chair of the Self Sufficiency Committee, spoke to the program empowering families receiving assistance and helping them build self esteem. She spoke regarding a fundraising event scheduled for August 19, 2006, to raise money for scholarships.

Randy Jennings, citizen of the City, stated concern regarding how Public Hearings are conducted and spoke to the need to allow for citizen input. He stated concern that Public Hearings are not conducted at meetings where final votes are taken.

BOARD/COMMISSION REPORTS

Building Standards Commission Chair Jeff Bulla thanked the Council and Staff for their support, spoke to the commission's responsibilities including enforcement, code interpretation and other duties related to fire and building code amendments. He spoke to the review of contractors' registrations following revocation and to efforts in the coming year to attain accreditation for the Building Inspections Department. Council Member Stahel thanked the Commission for their service.

The Council resumed discussion of the Preliminary Meeting at this time.

State Hurricane Evacuation Plan

Executive Director Glasscock spoke regarding the executive order issued in March 2006 related to evacuation transportation logistics in the event of a hurricane, assistance in providing shelter for those bussed and the commitment from the state to provide support and reimbursement ("point-to-point" evacuation). He advised that the state has identified communities that may be evacuated and shelter hubs who would receive individuals. Mr. Glasscock spoke to the gap between the number evacuated and the shelter spaces identified and stated that figures do not include those who choose to self-evacuate. He spoke to the challenges in finding spaces that meet all requirements and advised that there are currently 600 spaces at four locations in the City that have been pre-determined and designed for "point-to-point." Mr. Glasscock spoke to continuing to work with the state and Council of Governments in trying to fill the gaps. Mayor Evans commended the City's efforts.

Council items for discussion/action on future agendas

Consideration of Future Council Discussion to Recognize and Celebrate Contributions made by Ross Perot

Council Member Dunlap spoke to the jobs, taxes and retail brought into the City by Ross Perot and requested the Council consider recognizing these contributions. He spoke to the possibility of forming a committee to include PerotSystems staff. Mayor Evans spoke to contacting the Plano Economic Development Board and to Council Member Dunlap meeting with the City Manager and serving as chair of a committee. She requested the Council forward any input to Mr. Dunlap or the City Manager.

Council Member Stahel requested a briefing from the Public Works Department regarding the watering system for City parks. City Manager Muehlenbeck advised that information would be forwarded to the Council with a briefing on August 14, 2006.

Council Member Stahel spoke to Community Relations funding and requested information regarding what other cities are providing. Mayor Evans advised regarding rates in McKinney, Frisco and Allen and the focus of those cities. Council Member Stahel spoke to county-wide need and Mayor Evans spoke to obtaining information from smaller cities.

Consent and Regular Agenda

Council Member Dunlap advised that he would be stepping down on Consent Agenda Item "G," Bid No. 2006-178-B for Parker Road - Estates West Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,581,883 due to a possible conflict of interest.

Council Member Stahel advised that he would be stepping down on Consent Agenda Items "B," CSP No. 2006-133-B for the purchase of Inspection Software System to Garrison Enterprises, Inc. in the amount of \$57,000 and "P," a resolution to approve the purchase of a Stratus Server from TriTech Software Systems, Inc. in the amount of \$83,672 due to possible conflicts of interest. He further requested Consent Agenda Item "U," a resolution to affirm support of the Regional Transportation Council supported Phased Model Corridors be removed for individual consideration.

Council Reports

Council Member Dunlap spoke to the fundraiser by the Self Sufficiency Committee.

Council Member LaRosiliere spoke to meetings held in Austin aimed at encouraging home sprinkler systems.

Mayor Pro Tem Johnson thanked Plano citizens for their efforts at reducing water consumption. He spoke to recognition of Plano's efforts in hosting cricket games and tournaments and to the opportunity for public input at a Department of Transportation meeting to be held July 25 at Plano Centre regarding S.H. 121 and the tolling policy.

Council Member Ellerbe stated that the Public Arts Committee has selected an artist for Oak Point Park and that the item will be forwarded to the Parks and Recreation Planning Board followed by the Council.

CONSENT AGENDA

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve and adopt all remaining items as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

June 26, 2006

Approval of Expenditures

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

Bid No. 2006-129-B for Steel Signal Pole Assembly to Structural & Steel Products in the amount of \$91,176. [Consent Agenda Item (C)] (See Exhibit "A")

Bid No. 2006-166-B for the 2005-2006 Arterial Concrete Repair – Parker Road, Archerwood Street and Plano Parkway, Project No. 5721, to Metric Concrete Services, Inc. in the amount of \$1,021,465. This project involves the repair of arterial street pavement on Parker Road between Coit Road and Premier Drive, Archerwood Street between Parker Road and Park Boulevard and Plano Parkway between K Avenue and Los Rios Boulevard. [Consent Agenda Item (D)] (See Exhibit "B")

Bid No. 2006-163-B for the Big Lake Park – Lake Restoration to Paula Construction, Inc. in the amount of \$393,558. [Consent Agenda Item (E)] (See Exhibit "C")

Bid No. 2006-151-B for Archgate Park to Dean Electric, Inc. in the amount of \$7,220,470. The base bid is for construction of seven unlighted multi-use fields and associated improvements including parking, concessions, restroom building, recreational trails, pedestrian bridge, area lighting, backstops, bleacher covers, fencing, shade structures, landscaping and irrigation. [Consent Agenda Item (F)] (See Exhibit "D")

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

To approve the purchase of one (1) Heil 32 yard Automated Refuse Body in the amount of \$87,206 from Heil of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (RC08-04). [Consent Agenda Item (H)]

To approve the purchase of four (4) Heil 24 yard Automated Refuse Bodies in the amount of \$351,053 from Heil of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (RC08-04) [Consent Agenda Item (I)]

To approve the purchase of one (1) Smeal 100' Mid-Mount Aerial Ladder Platform in the amount of \$836,929 from Webb Apparatus of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (FS12-05) [Consent Agenda Item (J)]

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

To approve an engineering contract by and between the City of Plano and Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$224,941 for engineering design for Preston Road (SH 289) and Plano Parkway Intersection improvements and authorizing the City Manager to execute all necessary documents. Bid No. B113-04 [Consent Agenda Item (K)]

Approval of First Modification to Contract:

To approve a first modification to Contract No. 2006-093-C increasing the contract by an estimated annual amount of \$38,800 for Concrete Mix to Redi-Mix, L.P. [Consent Agenda Item (L)]

Subdivision Improvement Agreement

To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and Pasquinelli Portrait Homes – Willow Crest LP for oversize paving participation for Razor Road and McDermott Road. [Consent Agenda Item (M)]

Public Improvement Agreement

To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano and Component Construction Company, Ltd., for participation in N Avenue extension from Plano Parkway to SH 190. The total City participation is \$231,976. [Consent Agenda Item (N)]

Adoption of Resolutions

Resolution No. 2006-7-1(R): To approve the terms and conditions of a Reconfiguration Planning and Negotiation Phase Agreement by and between Motorola, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2006-7-2(R): To authorize the execution of the Gas Standing Steering Committee Participation Agreement and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2006-7-3(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2006-7-4(R): To affirm the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2006-7-5(R): To express support for Collin County's application for a Pass-Through Financing Agreement for US 75 from Spring Creek Parkway to the Grayson County line; authorizing the City Manager to execute any documents necessary; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2006-7-6(R): To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and TCDFW Acquisitions, LP, a Texas Limited Partnership, to locate, place, attach, install, and operate, a communication system, electrical system, and bank pneumatic transport system 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 (V)]

Adoption of Ordinances

Ordinance No. 2006-7-7: To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b), Maximum Limits on Specific Streets, of the City of Plano Code of Ordinances to establish the prima facie speed limit for motor vehicles operating along the portion of Kathryn Lane between State Highway 121 and Custer Road within the corporate limits of the City of Plano; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (W)]

END OF CONSENT:

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

CSP No. 2006-133-B for the purchase of Inspection Software System to Garrison Enterprises, Inc. in the amount of \$57,000. This system will integrate all City of Plano Health Department inspection activities between the field operation, office and internet. [Consent Agenda Item (B)] (See Exhibit "E")

Resolution No. 2006-7-8(R): To approve the purchase of a Stratus Server upgrade, installation and support with TriTech Software Systems, Inc., a sole source vendor for the maintenance and support of VisiCAD System operating on the Stratus Server in the amount of \$83,672; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (P)]

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Johnson, the Council voted 6-0 to approve CSP No. 2006-133-B for the purchase of Inspection Software System to Garrison Enterprises, Inc. in the amount of \$57,000 and Resolution No. 2006-7-8(R): To approve the purchase of a Stratus Server upgrade, installation and support with TriTech Software Systems, Inc., a sole source vendor for the maintenance and support of VisiCAD System operating on the Stratus Server in the amount of \$83,672,

Council Member Stahel resumed his place on the bench.

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

Bid No. 2006-178-B for the Parker Road Estates West Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,581,883. The project consists of the replacement of approximately 12,500 L.F. of 8" water main in residential areas. [Consent Agenda Item (G)] (See Exhibit "F")

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member LaRosiliere, the Council voted 6-0 to approve Bid No. 2006-178-B for the Parker Road Estates West Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,581,883.

Council Member Dunlap resumed his place on the bench.

Resolution No. 2006-7-9(R): To affirm support of the Regional Transportation Council supported Phased Model Corridors for the Trans-Texas Corridor (TTC-35) Project; authorizing the City Manager to execute any documents to show such support; and providing an effective date. [Consent Agenda Item (U)]

City Engineer Upchurch spoke to the alignment which creates a loop around the Dallas/Fort Worth area connecting to I35 on the north and south. He advised that the project incorporates many of the projects already in various stages. Mr. Upchurch spoke to the corridor including rail, truck, vehicular and utility corridors and stated that it could be phased in. He requested Council support of the proposal, advised that in the area of Lake Lavon there will be extensive environmental assessment and analysis before final location of the line is determined and spoke to discussions with the Oklahoma Highway Department regarding their participation.

Resolution No. 2006-7-9(R) (cont'd)

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to affirm support of the Regional Transportation Council supported Phased Model Corridors for the Trans-Texas Corridor (TTC-35) Project; authorizing the City Manager to execute any documents to show such support; and providing an effective date; and further to adopt Resolution No. 2006-7-9(R).

Ordinance No. 2006-7-10: To amend Chapter 14 of the Code of Ordinances of the City of Plano to add Article IX Residency Restrictions for Child Predator Offenders, making it unlawful for certain child predator offenders to reside within 1,000 feet of premises where children commonly gather; providing that a culpable mental state is not required; providing for affirmative defenses; providing a penalty clause, a repealer clause, a severability clause, a publication clause, and an effective date. [Regular Agenda Item (1)]

Chief Rushin spoke to preparation of an ordinance addressing residency restrictions for child predator offenders, actions taken by other cities and a revised map indicating that 41% of residential area would be left outside the restricted areas. He advised that the ordinance would not apply to current offenders, but those who move or come into the City following its passage and spoke to the definitions of residence, minors being those younger than 17 and premises being areas where children commonly gather such as private/public schools, public parks and day care centers with 13 or more children. Chief Rushin advised that the ordinance would make it unlawful for an adult registered sex offender with minor victims in those offenses where there is physical contact or preparatory steps not to have permanent or temporary residence within 1,000 feet of a premise where children gather and that the fine is \$500 with each day constituting a new offense. He spoke to affirmative defenses including residence prior to passage of the ordinance, the offender being convicted as a juvenile, premises opening after residency, a person mistakenly on the database or a court-reduced or waived distance. Chief Rushin responded to the Council that fines would accumulate for each day of noncompliance.

Cara Mendelsohn, representing the Huffman Elementary PTA, spoke to the public input received on this item and the support from other PTA's across the district. She spoke to the number of cities that have passed similar ordinances and stated that the proposal would match restrictions in place for parolees and probationers. Ms. Mendelsohn spoke to other states addressing the issue and to setting boundaries limiting predators from becoming friendly neighbors. She spoke to Plano being at the forefront of legislation and stated support of the ordinance as submitted.

Dianne Pike, citizen of the City, spoke to her neighborhood not being covered by the ordinance and to offenders clustering there. She spoke to the ordinance as being inadequate, redlining areas and devaluing property. Ms. Pike stated that offenders should not be permitted anywhere in the City. Dean Guyton of Highland Village, stated concern regarding juvenile offenders and spoke to protecting teens.

Ordinance No. 2006-7-10 (con't)

Carolena F. Hull of Aledo spoke regarding her research and in support of the ordinance. She spoke to the ordinance being a first step in public awareness, to protecting children and volunteered to assist in efforts at finding solutions. Jim Oom, representing the Creek Trails Homeowners Association, spoke to the detrimental effects on those areas not covered by the ordinance and stated his opposition. Corina Castillo, citizen of the City, spoke regarding the experiences of victims, in support of the ordinance and to offenders living in areas away from where children congregate.

Denice Burke, citizen of the City and PTA board member, spoke in support of the ordinance. Susie Learmont, citizen of the City, spoke to the areas where offenders may live being spread throughout the City and to there being no restrictions at the present time. She spoke to the proposal extending residency requirements for parolees and probationers and passage of similar ordinances by surrounding cities. Ms. Learmont spoke to creating a safer environment for children. Tia Sukenick, citizen of the City, spoke in support of the ordinance, noting that her neighborhood would not be covered and that her children walk from school. She spoke to the City of Plano becoming a magnet if the restrictions are not passed.

Janet Plotkin, citizen of the City, spoke to the ordinance creating sex offender “friendly zones” and to protecting all citizens not only those living 1,000 feet from schools, day care centers or parks. She spoke to flawed logic in the proposal, it being unfair and requested a Public Hearing be held before any action is taken. Randy Jennings, representing the Denham Village HOA, spoke in opposition to the ordinance and to it targeting areas of the City. He stated concern that clustering offenders would put children in danger and affect property values. Mr. Jennings requested a Public Hearing on the ordinance. Olen Penn, citizen of the City, spoke to the ordinance being inadequate as it does not protect children walking to school and to holding a Public Hearing. Darlene Jones, citizen of the City, stated concern that the proposal will not protect children and to offenders being free to travel throughout the City. Brian Plotkin, citizen of the City, spoke to offenders traveling around the City and the proposal concentrating them in certain areas. He spoke to the proposal affecting property values. Harry Moore, citizen of the City, spoke in opposition and to making the ordinance more thorough since limiting offenders to an area has very little effect.

Chief Rushin clarified that by including only those day care centers with 13 or more children, 41% of the City would be left in which offenders may reside. He advised that there would be no grandfather clause but that the ordinance would impact those coming into the City or those moving from one location to another. CAPERS Coordinator Peggye Beeman responded to Council Member LaRosiliere that the recidivism rate varies and that most in Plano have been here a couple of years.

Chief Rushin spoke regarding the other municipalities that have passed ordinances. He responded to Mayor Pro Tem Johnson that the average probation/parole period is ten years. Ms. Beeman spoke to probationers/paroles being limited to 500 feet and stated that they are not allowed in parks, daycares or other locations where children gather.

Ordinance No. 2006-7-10 (con't)

Ms. Beeman stated that most offenders are in rental property and that apartments do not permit them and that probably one-half are under supervision. Chief Rushin advised that it would be too early to determine if redlining is occurring in other cities and that he could not comment regarding what a typical recidivism rate would be.

Mayor Evans spoke to the difficulty of the decision and stated that a complete ban on offenders could not be accomplished legally. She spoke to the focus on child predators and stated that many neighborhoods will not be covered, but that real estate values should not be affected. Mayor Evans spoke to compiling a cost/benefit analysis in which the benefit would be to keep property values strong by not passing the ordinance but that the cost would be Plano becoming a haven while other cities pass restrictions. She spoke to there being no comparison between a child's life and property values and to removing the possibility that predators could become the "friendly neighbor" that becomes familiar to children. Mayor Evans spoke to protecting children in those places where they spend a lot of time.

A motion was made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, but no vote was taken at this time.

Council Member Stahel spoke to the effect on Plano should other cities pass restrictive ordinances, the item accomplishing more good than harm, and being a good start. Council Member Ellerbe spoke in support of the ordinance and to the state addressing the issue at some time. Mayor Evans spoke to efforts to effect legislation state-wide.

Council Member LaRosiliere advised that his initial inclination was to support the ordinance but stated that he now considers it somewhat punitive to a percentage of residents. He spoke to the level of protection provided by the Police Department, predators still being able to move around the City, this not correcting the problem and stated he would not support the ordinance.

The motion to amend Chapter 14 of the Code of Ordinances of the City of Plano to add Article IX Residency Restrictions for Child Predator Offenders, making it unlawful for certain child predator offenders to reside within 1,000 feet of premises where children commonly gather; providing that a culpable mental state is not required; providing for affirmative defenses; providing a penalty clause, a repealer clause, a severability clause, a publication clause, and an effective date; and further to adopt Ordinance No. 2006-7-10 was restated by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe and the Council voted 6-1 with Council Member LaRosiliere voting in opposition.

An ordinance to amend existing franchise Ordinance No. 2003-12-12 between the City of Plano and TXU Electric Delivery Company, a Texas Corporation, its successors and assigns, to provide for a different payment schedule; providing an extension of the franchise term; providing for TXU Electric Delivery acceptance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing a repealer clause; a severability clause and an effective date. First Reading (Item pulled and held 6/26/06) [Regular Agenda Item (2)]

City Manager Muehlenbeck advised that the purpose of this amendment is to receive quarterly payment of franchise fees so that it might be invested quickly. He requested the Council vote on approval following the first reading so that a record can be established.

Upon a motion made by Council Member Dunlap and seconded by Council Member Ellerbe, the Council voted 7-0 to amend existing franchise Ordinance No. 2003-12-12 between the City of Plano and TXU Electric Delivery Company, a Texas Corporation, its successors and assigns, to provide for a different payment schedule; providing an extension of the franchise term; providing for TXU Electric Delivery acceptance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing a repealer clause; a severability clause and an effective date at this first reading.

Public Hearing and adoption of Ordinance No. 2006-7-11 as requested in Zoning Case 2006-09 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 575 so as to allow the additional use of Day Care Center on 0.2± acre of land located on the south side of Hedgcoxe Road, 907± feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Patio Home; 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: Anuradha Balakan [Regular Agenda Item (3)]

Senior Planner Day advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

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

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 575 so as to allow the additional use of Day Care Center on 0.2± acre of land located on the south side of Hedgcoxe Road, 907± feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Patio Home as requested in Zoning Case 2006-09 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-7-11.

Public Hearing and adoption of Ordinance No. 2006-7-12 as requested in Zoning Case 2006-11 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 28.5± acres located on the northwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-256-General Office to General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (4)]

Senior Planner Day advised that the next four items were initiated as part of the Planning and Zoning Commission's work program to periodically review planned development districts for appropriateness. She stated that at the time of zoning, the locations of fire stations in southwest Plano had not been finalized but have been subsequently constructed or locations acquired. Ms. Day advised that Regular Agenda Item No. 7 looks for provision of both a fire station and a water tower and that the City has obtained adequate property to meet the current and anticipated future demands for this location.

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 Ellerbe and seconded by Council Member Dunlap, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 28.5± acres located on the northwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-256-General Office to General Office as requested in Zoning Case 2006-11 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-7-12.

Public Hearing and adoption of Ordinance No. 2006-7-13 as requested in Zoning Case 2006-12 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 14.4± acres located on the northwest corner of Midway Road and Parker Road in the City of Plano, Collin County, Texas, from Planned Development-250-Retail to Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (5)]

Senior Planner Day spoke to initial opposition in the area, but advised that Staff has cleared the concerns of residents and that no one spoke in opposition at the Planning and Zoning Commission's Public Hearing. She further advised that the Commission recommended approval as submitted.

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

Ordinance No. 2006-7-13 (cont'd)

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 14.4± acres located on the northwest corner of Midway Road and Parker Road in the City of Plano, Collin County, Texas, from Planned Development-250-Retail to Retail as requested in Zoning Case 2006-12 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-7-13.

Public Hearing and adoption of Ordinance No. 2006-7-14 as requested in Zoning Case 2006-13 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 10.7± acres located at the northeast corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-257-Retail to Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (6)]

Senior Planner Day advised that the Planning and Zoning Commission recommended approval of the request as submitted.

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 Dunlap and seconded by Council Member LaRosiliere, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 10.7± acres located at the northeast corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-257-Retail to Retail as requested in Zoning Case 2006-13 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-7-14.

Public Hearing and adoption of Ordinance No. 2006-7-15 as requested in Zoning Case 2006-14 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 40.2± acres located at the southwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-258-Light Commercial to Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (7)]

Ordinance No. 2006-7-15 (cont'd)

Senior Planner Day advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

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

Upon a motion made by Mayor Pro Tem Johnson and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 40.2± acres located at the southwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-258-Light Commercial to Light Commercial as requested in Zoning Case 2006-14 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-7-15.

There being no further discussion, Mayor Evans adjourned the meeting at 9:25 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
July 26, 2006**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the Preliminary Open Meeting to order at 5:06 p.m., Wednesday, July 26, 2006, in the Council Chambers, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison. The following matters were discussed:

Presentation of the 2006-2007 Recommended Budget and Proposed Community Investment Program (CIP) to City Council

City Manager Muehlenbeck advised regarding the recommended operating budget and proposed Community Investment Program for fiscal year 2006-07 and stated that the proposed total budget of \$366.7 million represents an increase of \$28.5 million over the 2005-06 re-estimated budget and provides the financial resources to maintain service levels. He stated that the proposed budget represents an increase of \$3.8 million to be dedicated solely to economic development incentives and that previous discussions at Council retreats involved developing a fund for both new and redevelopment incentives. Mr. Muehlenbeck spoke to competition from neighboring cities able to offer relocation incentives through additional half cent sales tax collections. He spoke to funding the proposed increase through a one-cent tax rate increase from the current tax rate of 45.35 cents to a proposed tax rate of 46.35 cents which amounts to \$19.57 per year for the average homeowner. Mr. Muehlenbeck spoke to there being no tax rate increase over the past sixteen years, years where the tax rate was decreased, and to a tax rebate given during one year.

Mr. Muehlenbeck stated that the recommended budget includes an additional \$2.6 million in Community Investment Projects scheduled to come on line which will incorporate adding 27 new full-time employees and 75 new part-time employees, and further spoke to increased costs associated with the rising cost of energy and fuel and to costs associated with Hurricane Katrina. He spoke to a recommended 4% salary increase across the board for civil service employees and a 4% of payroll increase to fund merit raises for non-civil service employees. Mr. Muehlenbeck stated that information regarding the implementation of GASB 45 requires a change from "pay as you go" accounting for post-employment benefits to an accrual basis for local and state governments. He stated that this will be funded at \$7.5 million and that more information will be presented regarding this at the upcoming August 19 budget worksession. Mr. Muehlenbeck stated that the recommended budget also includes a total of 61 new full-time employees and 76 part-time employees, over \$3 million for Public Safety additions, \$3 million for additional North Texas Municipal Water District (NTMWD) costs, and \$800,000 for library books.

Director of Budget and Research Rhodes spoke to the 2006-07 \$366.7 million proposed budget expenditures of which 26% is allocated for Public Safety, 25% allocated for Water and Sewer, 15% allocated for General Government, and 11% for Debt Service. She stated that General Fund Revenue is projected at \$187 million divided into \$67.2 million for property taxes, \$57.6 million for sales tax, and \$62.7 million for all other revenue which is divided into building and development, park/recreation fees, library fines, and municipal court fees. Ms. Rhodes stated that final projections from the Central Appraisal District (CAD) identify assessed property values at \$22.8 billion for 2006-07 with single family home values now averaging at \$244,661, thereby increasing the total tax base \$1.2 billion. She stated that lost property tax revenues totaling \$21.2 million in assessed property values are due to exemptions and tax freezes.

Ms. Rhodes spoke to the proposed tax rate of 46.35, stated that information regarding the effective tax rate and rollback rate will be available by August 1 from the Central Appraisal District and spoke to the requirement of holding two additional Public Hearings on the tax rate. She reviewed the tax rate table of surrounding cities identifying the low tax rate in Plano, spoke to audit adjustments that will be taken into consideration when determining sales tax revenues, stated that building and development revenues are doing well, and spoke to rate change increases proposed by the NTMWD for water and sewer, a 17% decrease in water consumption with the current Stage Three restrictions, the take-or-pay contract projections, and to environmental waste container increases.

Ms. Rhodes spoke to General Fund expenditures totaling \$209 million and stated that salary, wages, and benefits consume most of the costs at 69%, and 18% for contractual. She spoke to Public Safety increases at \$3 million, NTMWD increases totaling \$3 million, Community Investment Projects at \$2.6 million, a 10% health insurance increase due to GASB 45 to pre-fund post employment benefits, stated that retiree payouts for the upcoming year are assumed to be \$1.5 million, library books are at \$800,000, parks and recreation is \$556,000, spoke to an increase in benefits for the Retirement Security Program at \$600,000 and TMRS increases to \$302,000.

Ms. Rhodes spoke to the Sustainability initiative funded at \$170,000, reviewed the Community Investment Projects coming on line to include the Tom Muehlenbeck Center, two additional fire stations, and various park improvements and animal shelter expansion. She stated that the new total for employees per 1000 citizens will be 8.44 employees, the CIP program totals are \$105.8 million mostly used for streets, followed by parks, and finally by the Capital Reserve. Ms. Rhodes stated that the CIP will be reviewed in depth at the August 14 Council Worksession.

Mr. Rhodes reviewed the upcoming budget calendar which includes Public Hearings on August 24 and August 28, presentations on the operating budget and the CIP, and approval of the appraisal roll. She spoke to the August 19 Saturday budget worksession, and stated that the Council adopts the operating budget, CIP, and the tax rate on September 11, and finally October 1 begins the new fiscal year. Ms. Rhodes responded to the Council that sales tax projections are \$6 million more than originally projected, the population increase is .5 %, and further that it is difficult to obtain detailed retail sales tax information.

Nothing further was discussed. Mayor Evans adjourned the meeting at 5:36 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/14/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 8/7/06	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-194-C for Nitrile Emergency Medical Gloves to Lone Star Safety & Supply, Inc. in the estimated annual amount of \$42,196.90.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07, 07/08	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): WAREHOUSE					
COMMENTS: .This item approves price quotes for an annual fixed price contract with three optional one-year renewals. Funding for this item is included in the 2005/06 budget. Expenditures will be made within the approved budget appropriations. The estimated annual amount is \$42,197.					
STRATEGIC PLAN GOAL: Emergency Medical Gloves relates to the City's Goal of "Service Excellence:."					
SUMMARY OF ITEM					
Annual Contract With Renewals					
Staff recommends bid of Lone Star Safety & Supply, Inc. in the estimated annual amount of \$42,196.90, be accepted as lowest responsive, responsible bids, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the purchase of Nitrile Emergency Medical Gloves. This item also cancels contract number C057-05 with Supreme Medical Fulfillment Systems, Inc. in the amount of \$31,329.00, as it no longer met our operational needs.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

CITY OF PLANO

BID NO. 2006-194-C NITRILE EMERGENCY MEDICAL GLOVES

BID RECAP

Bid opening Date/Time: August 1, 2006 @ 3:30pm

Number of Vendors Notified: 410

Vendors Submitting "No Bids": 5

Number of Bids Submitted: 16

Interboro Packaging Corp
Comade Inc.
Central Products LLC (Alt)
Lone Star Safety & Supply
Saf-T-Gard International
Fisher Scientific Co LLC
Dantack Corporation
Jernigan CSA
Hagemeyer North America
Benchmark Industrial Supply LLC
BKW Environmental
Jobern Medical Services
Central Products LLC
Atlas Medical Supply, Inc.
Andwin Scientific
LMT Medical Office & Janitorial

Bids Evaluated Non-Responsive to Specification: 3

Interboro Packaging Corp
Comade Inc.
Central Products LLC (Alt)

Recommended Vendor(s):

Lone Star Safety & Supply (\$42,196.90)

Dianna Wike

August 2, 2006

Dianna Wike, Buyer

Date

b-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:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>8/7/06</i>	
Agenda Coordinator (include phone #):		Dianna Wike Ext. 7549			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-177-C for Street Sign Blades & Blanks to Vulcan Signs in the estimated annual amount of \$44,546.95.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07, 07/08	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): WAREHOUSE					
COMMENTS: . This item approves price quotes for an annual fixed price contract, with three optional one-year renewals. Funding for this item is included in the FY 2005/06 budget. The estimated annual amount is \$44,547.00.					
STRATEGIC PLAN GOAL: Street Sign Blades & Blanks relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Annual Contract With Renewals					
Staff recommends bid of Vulcan Signs. in the estimated annual amount of \$44,546.95, be accepted as lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the purchase of Street Sign Blades & Blanks.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

C-1

CITY OF PLANO

BID NO. 2006-177-C STREET SIGN BLADES & BLANKS

BID RECAP

Bid opening Date/Time: 8.3/2006 @ 3:30pm

Number of Vendors Notified: 381

Vendors Submitting "No Bids": 5

Number of Bids Submitted: 6

Vulcan Signs
Customer Products
Readrunner Traffic Supply, Inc.
Pathmark Traffic Products of
Texas
Hall Signs, Inc.
Rocal, inc.

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Vulcan Signs

Dianna Wike

August 4, 2006

Dianna Wike, Buyer

Date

C-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:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Dianna Wike</i>	City Manager	<i>[Signature]</i> 7/24/06		
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-171-C for Traffic Signal Controller Cabinets to Paradigm Traffic Systems, Inc. in the estimated annual amount of \$32,364.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07, 07/08, 08/09	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): WAREHOUSE					
COMMENTS: .The item approves price quotes for a one year contract with three optional renewals. Funding for this item is included in the 2005-06 budget. Expenditures will be made in the Warehouse Fund within the annual approved budget appropriations. The estimated annual amount is \$32,364, STRATEGIC PLAN GOAL:. Traffic Signal Controller Cabinets relates to the City's Goal of "Safe, Efficient Travel" and "Service Excellence".					
SUMMARY OF ITEM					
Annual Contract With Renewals					
Staff recommends bid of Paradigm Traffic Systems, Inc. in the estimated annual amount of \$32,364.00, be accepted as lowest responsive, responsible bids, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the purchase of Traffic Signal Controller Cabinets.					
List of Supporting Documents: Bid Summary			Other Departments, Boards, Commissions or Agencies		

d-1

CITY OF PLANO

BID NO. 2006-171-C TRAFFIC SIGNAL CONTROLLER CABINETS

BID RECAP

Bid opening Date/Time: 7/18/2006 @ 3:30pm

Number of Vendors Notified: 471

Vendors Submitting "No Bids": 5

Number of Bids Submitted: 2

Pardigm Traffic Systems, Inc.
Computec Traffic Systems, Inc.

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Paradigm Traffic Systems, Inc.

Dianna Wike

July 19, 2006

Dianna Wike, Buyer

Date

d-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: 8/14/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	<i>quit for tml</i>	Executive Director	<i>[Signature]</i> 8-4-06	
Dept Signature:		City Manager	<i>[Signature]</i>	8-7-06	
Agenda Coordinator (include phone #): Linda Benoit (7255)					

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

CAPTION

Award/rejection of Bid/Proposal No. 2006-172-B for construction of a brick masonry fence with piers, landscaping and irrigation around the Heritage Farmstead Museum and tunnel repairs to the pedestrian tunnel under Park Boulevard near Winding Hollow Lane to Hardscape Construction Specialist in the amount of \$346,076.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	310,070	995,000	945,000	2,250,070
Encumbered/Expended Amount	-310,070	-643,856	0	-953,926
This Item	0	-346,076	0	-346,076
BALANCE	0	5,068	945,000	950,068

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

COMMENTS: Funds are included in the Re-Estimated 2005-06 Capital Reserve and Park Improvement CIP. This item, in the amount of \$346,076, will leave a current year balance of \$5,068 for the Park Structure & Equipment and Park Improvements projects.

SUMMARY OF ITEM

Staff recommends that the bid received from Hardscape Construction Specialties, Inc. in the amount of \$341,221 for base bid and \$4,855 for Add Alternate #1, totaling \$346,076 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid, in the amount of \$341,221 is for a brick masonry wall with piers, landscaping and irrigation amenities at the Heritage Farmstead Museum (\$267,930) and for making repairs to the tunnel (stone masonry, wrought iron railing and painting of tunnel) located under Park Boulevard at Winding Hollow Lane (\$73,290). Add Alternate #1 in the amount of \$4,855 is for a new sign for the museum at the corner of 15th Street and Pitman Drive. The project exceeds the Consultant's estimate of \$297,833 but is within available funding of \$350,000. Staff does not recommend award of alternates 2 and 3 which include bronze sheep sculptures and an additional monument sign at Heritage Farmstead.

e-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

The second low bid, in the amount of \$443,030 which includes the base bid of \$437,830 and Alternate #1 in the amount of \$5,200 was submitted by Walls Enterprises. This bid exceeds the available project funding. In the event the low bidder cannot execute contract documents, staff recommends that the project be rebid.

List of Supporting Documents:

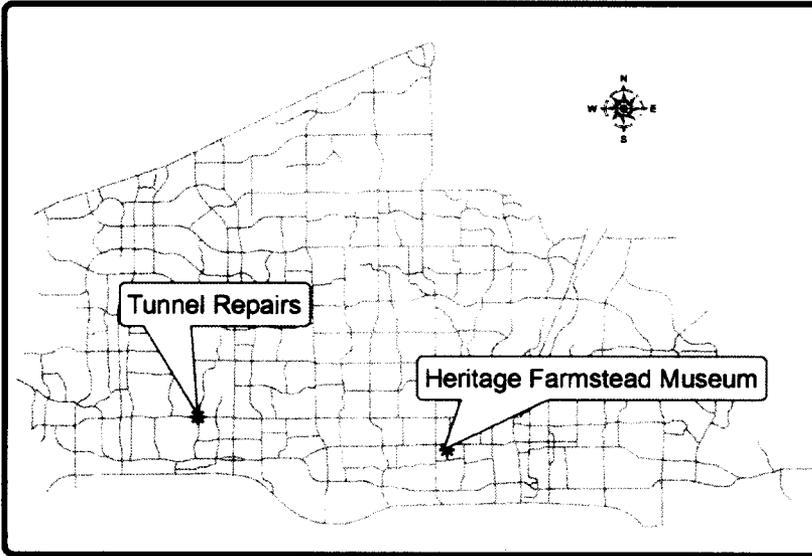
Location Map

Bid Tabulations

Other Departments, Boards, Commissions or Agencies

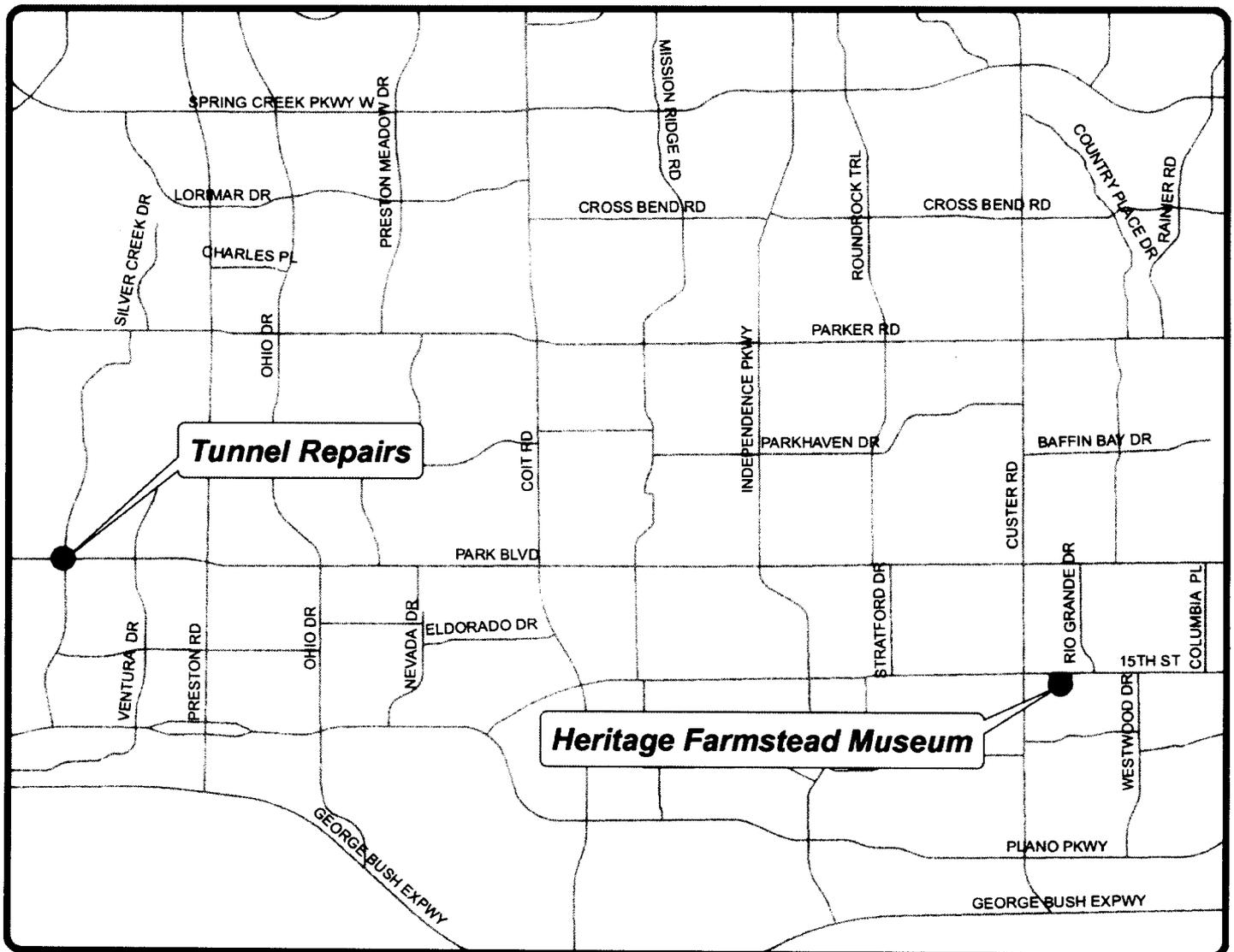
e-2

Location Map



Park Blvd West Tunnel Repairs -
Winding Hollow Lane and Park Blvd W.

The Heritage Farmstead Project -
southeast corner of Pitman Dr. and 15th St.



Heritage Farmstead Fence & Park Boulevard Tunnel Renovation Bid Summary Sheet	
Bid Tabulation 2006-172-B	Consultant's Estimate = \$237,823.85 Her Fmst Fence
Project No. 5678	Staff's Estimate = \$60,000 for Park Blvd Tunnel Repairs
Opened July 12, 2006 @ 3:00 p.m.	Total Project Estimate = 297,823.85 approx 13% over budget
Hardscape Construction Specialties, Inc.	Amt. Bid
Heritage Farmstead Fence Base Bid	\$ 341,220.94
Alt #1 - Entry Monument E corner sign	\$ 4,855.26
Alt. #2 - 2 Bronze Sheep	\$ 33,717.10
Alt #3 - Monument D, 15th St sign	\$ 5,565.10
Total Amt of Base + Alts 1, 2, & 3	\$ 385,358.40
Walls Enterprises	Amt. Bid
Heritage Farmstead Fence Base Bid	\$ 437,829.70
Alt #1 - Entry Monument E corner sign	\$ 5,200.00
Alt. #2 - 2 Bronze Sheep	\$ 29,800.00
Alt #3 - Monument D, 15th St sign	\$ 3,300.00
Total Amt of Base + Alts 1, 2, & 3	\$ 476,129.70

After speaking with our Consultant, David C. Baldwin, Inc., we have reviewed the bids and concur that our recommendation would be that we recommend awarding the contract to Hardscape Construction Specialties, Inc. **Base Bid in the amount of \$341,220.94**, plus **Bid Alternate #1, the signage to be located at the corner of Pittman and 15th Street which would add \$4,855.26** to the contract bringing the grand total to **\$346,076.20**. This amount would be roughly 15% over budget but is within the available funding. The Heritage Farmstead Museum Board has numerous people that might be willing to make donations for any other items such as the art (sheep, \$33,717.11) and the 15th Street Monument D Entry Feature (\$5,565.10) to the contract.

Ronald A. Underwood, Landscape Architect
Parks Planning

e-4

CITY OF PLANO
CORRECTED BID TABULATION
2006-172-B
HERITAGE FARMSTEAD MUSEUM RENOVATIONS AND
IMPROVEMENTS AND WEST PARK BOULEVARD TUNNEL REPAIRS
– PROJECT NO. 5678
JULY 13, 2006 @ 3:00 P.M.
BID TABULATION

BIDDER:	BID BOND	TOTAL BASE BID	TOTAL BASE BID WITH ALTERNATES
HARDSCAPE CONSTRUCTION	YES	\$341,220.94	\$385,358.40
WALL ENTERPRISES	YES	\$437,829.70	\$476,129.70

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

Dianna Wike

July 13, 2006

Dianna Wike, Buyer

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

e-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>8/1/06</i>
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 type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REJECTION OF BIDS					
CAPTION					
<i>Award/Rejection of Bid/Proposal for Bid No. 2006-170-B for Best Value Bid for Automated Meter Reading Audit.</i>					
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					
Staff recommends rejection of all bids submitted for Bid No. 2006-170-B Best Value Bid for Automated Meter Reading Audit for being over the departments estimated annual expenditure.					
List of Supporting Documents: Bid Recap and Memorandum			Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO

Bid Number 2006-170-B BID RECAP

BEST VALUE BID FOR AUTOMATED METER READING AUDIT

Opening Date/Time: June 26, 2006 @ 3:30 p.m.

Responses Received:

Dual Construction, Inc.
AUSC American Utility Solutions Co.
USM&T US Metering & Technology, Inc.

RFPDepot # of Vendors Notified: 685

RFPDepot # of Vendors that viewed: 31

RFPDepot Non-responsive received: Quicklink, Inc.

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

Sharron Mason

June 27, 2006

Sharron Mason, Buyer

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

f-2

Memorandum

To: Sharron Mason
Buyer
Purchasing Division

From: Jean Spencer

Date: 7/21/2006

Re: Recommendation Memo

Based on the bid evaluation for Bid No. 2006-170-B Best Value Bid for Automated Meter Reading Audit the Customer & Utility Services department have reviewed the bids for the AMR Meter Reading audit. The Department recommends that all bids be rejected. At this time, we will not seeking additional bids.

There are 4 bidders. The best price bid is from Quicklink – Proposal 1: \$82,800. Proposal 2: \$102,880. However, this bid is non-compliant. It was submitted with no references and no proof-of-insurance, as required. We have no choice but to reject this bid. We prefer not to give Quicklink the opportunity to remedy the deficiencies in their bid. The instructions were clear and other bidders submitted bids that were in compliance.

The bids from the other three bidders, while in compliance, were priced too high for us to consider. In order of the prices quoted, from low to high, these other three bids are as follows:

	Option 1	Option 2
US Metering & Technology	\$164,550	\$227,800
American Utility Solutions		\$249,000
Dual Construction, Inc.	\$414,000	\$450,000

J-3¹



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: 8/14/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head	Mark Jerome	Jim Foster	Executive Director		<i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i>
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) Cat 416E Backhoe Loader in the amount of \$60,975.00 from Holt Cat through an existing contact/agreement with Texas Association of School Board Cooperative Purchasing Program, and authorizing the City Manager or his designee to execute all necessary documents. (205-04)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	75,000	0	75,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-60,975	0	-60,975
BALANCE		0	14,025	0	14,025

FUND(S): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement of (1) Backhoe Loader for Utility District #1. The balance of funds will be used for other equipment replacement 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 Cat 416E Backhoe Loader through the Texas Association of School Board Cooperative Purchasing Program contract no 205-04 awarded to Holt Cat. This is a scheduled replacement for unit 45008 per fiscal year 05/06 for Dept. 766/Utility District #; Account: #071-8421.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Tex.Loc.Govt.Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (205-04)

Total purchase price is \$60,975.00

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

8-1



MEMORANDUM

DATE: August 3, 2006
TO: January Cook, Senior Buyer
FROM: Reid Choate, Technical Coordinator
SUBJECT: Request to purchase one (1) Cat 416E Backhoe Loader through the Texas Association of School Board Cooperative Purchasing Contract No. 205-04, awarded to Holt Cat.

Base Price:	\$76,796.00
Buyboard Discount	-\$16,001.00
Total Price	\$60,975.00

BUDGETED AMOUNT: **\$75,000.00**

NOTE: This unit is a scheduled replacement for unit 45008, Department 766/Utility District #1 per fiscal year 05/06. Account-071-8421

Please reference Purchase Order Requisition No: 903735.

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

Cc: Mark Jerome
Karl Henry
Jimmy Foster
Harry Shearouse
Mike Rapplean
Diane Palmer
Stephen Teiper

J.2

CITY OF PLANO

08/01/06

Page - 1

P.O. Number 903735 OR

Cost Center 071

Supplier HOLT COMPANY OF TEXAS
PO BOX 911975
DALLAS TX 75391-1975

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

Ordered 08/01/06 Freight
Requested 08/01/06 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CAT BACKHOE LOADER INVOICE TO FOLLOW REQUEST TO PURCHASE ONE (1) CAT 416E BACKHOE LOADER THROUGH THE TEXAS ASSOCIATION OF SCHOOL BOARD COOPERATIVE PURCHASING CONTRACT NO. 205-04, AWARDED TO HOLT COMPANY OF TEXAS. NOTE: THIS UNIT IS A SCHEDULED REPLACEMENT FOR UNIT 45008, DEPARTMENT 766/UTILITY DISTRICT #1, PER FY05-06. ACCOUNT #071-8421. REQUISITION REQUESTED BY REID CHOATE.		EA	.0000	76,796.00	08/01/06
BUYBOARD DISCOUNT INVOICE TO FOLLOW		EA	.0000	16,001.00-	08/01/06
				Total Order	
TermNet 30 Days				60,795.00	

g-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:	8/14/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation/Plano Centre		Initials	Date
Department Head	Don Wendell <i>GW for TW</i>	Executive Director	<i>[Signature]</i>	8-4-06
Dept Signature:		City Manager	<i>[Signature]</i>	8/7/06
Agenda Coordinator (include phone #): Linda Benoit (7255)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input 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 upholstered stack chairs in the amount of \$39,760 from Virco, Inc. through an existing contract with US Communities, and authorizing the City Manager or his designee to execute all necessary documents. (US Communities Contract No. 0204011)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget			597,019	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-39,760	0	-39,760
BALANCE	0	557,259	0	557,259
FUND(S): CONVENTION & TOURISM FUND				
COMMENTS: Funding for this item is included in the approved FY 2006-06 Operating Budget. The available balance will be used for other miscellaneous Plano Centre equipment replacement items.				
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Request for approval of expenditure, in the amount of \$39,760 for the purchase from Virco, Inc. of 500 upholstered stack chairs for Plano Centre. The City is authorized to purchase from Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (US Communities Contract Number 910481)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Quotation Letter				

A-1
REV 08/98



QUOTATION LETTER

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

QUOTE REFERENCE: * U.S. Communities
*Virco Contract 910481
July 31, 2006

Dear Jim :

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

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

FOB: Plano, TX PAYMENT TERMS: NET 30

Prices are firm for orders received by 09/31/2006. The shipment lead-time will be 6-8 weeks after receipt of a complete purchase order (quantities, colors, etc.). Orders must ship by Virco's choice.

Delivery Information Pricing includes freight with Tailgate Delivery to one location

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

Table with 6 columns: Item #, Qty, Model / Description, Original List price per unit, Unit price after discount, Extended Price. Row 1: 1, 500, 8830SBG/Upholstered stack chair with stack bars and ganging device; Chrome frame; Sherpa/Shire Group A fabric, 284.00, 79.52, \$39,760.00. TOTAL: \$39,760.00

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

Best regards,

Bob Sigsbee (handwritten signature)

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

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

h-2 (handwritten initials)



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: 8/14/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	<i>DW</i>	Executive Director	<i>[Signature]</i>	8-16-06
Dept Signature:			City Manager	<i>[Signature]</i>	8/17/06
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF INTER-LOCAL AGREEMENT					

CAPTION

Approval of the purchase of irrigation maintenance parts and supplies in the amount of \$40,000 from Wickham Supply, Inc. through an existing contract with the City of Carrollton, and authorizing the City Manager or his designee to execute all necessary documents. (Contract No. 2006-207-1).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	92,273	0	92,273
Encumbered/Expended Amount	0	-75,643	0	-75,643
This Item	0	-40,000	0	-40,000
BALANCE	0	-23,370	0	-23,370

FUND(S): GENERAL FUND

COMMENTS: Funding for this item is included in the approved FY 2005-06 Operating Budget. This will establish a two year contract with three City optional one year renewals. Remaining funds will be used for other contractual labor.

STRATEGIC PLAN GOAL: This service agreement relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

The attached inter-local agreement with the City of Carrollton is for the purchase of irrigation maintenance parts and supplies from Wickham Supply, Inc. in the amount of \$40,000.

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



CC MEETING: NOVEMBER 15, 2005

DATE: July 18, 2006
TO: Leonard Martin, City Manager
FROM: Vince Priolo, Purchasing Manager
SUBJ.: BID AWARD FOR IRRIGATION SUPPLIES

BACKGROUND: The materials to be purchased from this price agreement will be used to supply all irrigation/sprinkler parts needed by various departments for new construction and existing maintenance. This bid also included components for the central irrigation control system this is being implemented by Parks.

Bids were advertised and received from three vendors of which all responded.

FINANCIAL IMPLICATIONS: The materials on Bid # 05-065 were approved for purchase from budgeted funds for the cost center and amount as listed below:

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
TRAFFIC	2290 - OTHER OPER. SUPPLIES	\$ 500.00
FACILITIES	2290 - OTHER OPER. SUPPLIES	\$ 100.00
STREETS	2290 - OTHER OPER. SUPPLIES	\$ 5,000.00
WATER	2210 - LANDSCAPE MATERIALS	\$ 14,500.00
PARKS	2230 - IRRIGATION SUPPLIES	\$ 21,500.00
	TOTAL	\$ 41,600.00

RECOMMENDATION/ACTION DESIRED: Staff recommends that the low bids meeting all specifications be approved as listed below for an amount not to exceed \$41,600.00.

<u>COMPANY NAME</u>	<u>CATEGORY</u>
Wickham Supply	Primary vendor for categories 2-12
Professional Turf	Primary for category 1
Longhorn, Inc.	Secondary for category 1-12

The total of all the items bid exceeds the budget amounts. The vendors are aware that the items listed in the bid are for pricing purposes and are not a commitment to purchase.

NOTE: Staff is recommending a bid award in category #1 to Professional Turf Products because they responded to all of the items in the category. The other two vendors no-bid most of the items.

NOTE: Staff recommends Wickham as the primary vendor on categories 2-12 due to the completeness of their bid. Longhorn no-bid many of the items in the categories, but staff requests Longhorn as a secondary vendor to allow staff to choose the most cost effective vendor.

NOTE: The prices in category # 6 are due to one vendor pricing PVC pipe by the linear foot versus the other vendor pricing it based on 100-foot pricing. Wickham's unit pricing is the low bid and guaranteed for the period of the bid award. Longhorn is only guaranteeing pricing for 30 days.

NOTE: Staff is requesting a rejection of the bid for category #13 due to lack of complete bids in the category. It will be re-bid at a later date.

ATTACHMENTS: Tabulation Sheet

i-2

PROPOSAL OF BIDDERS

The following bid is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Irrigation
05-065

Respectfully Submitted,

Federal ID Number: 75-2641370

Patrick Wilhelmsen
SIGNATURE

10-12-05
DATE

Patrick Wilhelmsen
PRINTED NAME

Vice President
TITLE

Wickham Supply, Inc
COMPANY NAME

Patrick Wilhelmsen
CONTACT PERSON (Must have knowledge of Bid)

P.O. Box 110278 *Carrollton* *TEXAS* *75011-0278*
BILLING ADDRESS STREET CITY STATE ZIP

P.O. Box 110278 *Carrollton* *TEXAS* *75011-0278*
MAILING ADDRESS STREET CITY STATE ZIP

972-466-1600 *972-242-1724* *patrick-wilhelmsen@sbcglobal.net*
PHONE NUMBER (metro/toll free) FAX NUMBER E-MAIL ADDRESS

NO BID: If response is not received in the form of a "Bid" or "No Bid" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

No bids may be faxed to: 972-466-3175, Attn: Vince Priolo

ORIGINAL

WICKHAM SUPPLY INC.
P.O. BOX 110278
CARROLLTON, TX 75011-0278

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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: 8/14/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell		Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>[Signature: Don Wendell]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Linda Benoit (7255)			

ACTION REQUESTED:

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

CAPTION

Approval of a Landscape Architectural Service contract by and between the City and Jones & Boyd, Inc. in an amount not to exceed \$43,000 for the preparation of plans and specifications for recreational trails at Legacy Greenbelt, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	170,883	2,000,000	1,325,000	3,495,883
Encumbered/Expended Amount	-170,883	-757,663	0	-928,546
This Item	0	-43,000	0	-43,000
BALANCE	0	1,199,337	1,325,000	2,524,337

FUND(s): **PARK IMPROVEMENT CIP**

COMMENTS: Funds are included in the Re-Estimated 2005-06 Park Improvement CIP. This item, in the amount of \$43,000, will leave a current year balance of \$1,199,337 for the Trail Connections project.

STRATEGIC PLAN GOAL: Trail connections relate to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

The attached Landscape Architectural Services Agreement with Jones & Boyd, Inc. is for the preparation of plans and specifications for recreational trails at Legacy Greenbelt between Preston Road and Ohio Drive.

The total contract fee is \$43,000 and includes basic services, reimbursable expenses, surveying, and geotechnical investigations. The basic services are \$31,000, and additional services including surveying are \$12,000.

This work is for continued design of the project which began when Jones & Boyd was on the current list of qualified consultants. The fee is consistent with other previous park and engineering projects of this type and size. The total construction estimate for the project is \$500,000.



CITY OF PLANO COUNCIL AGENDA ITEM

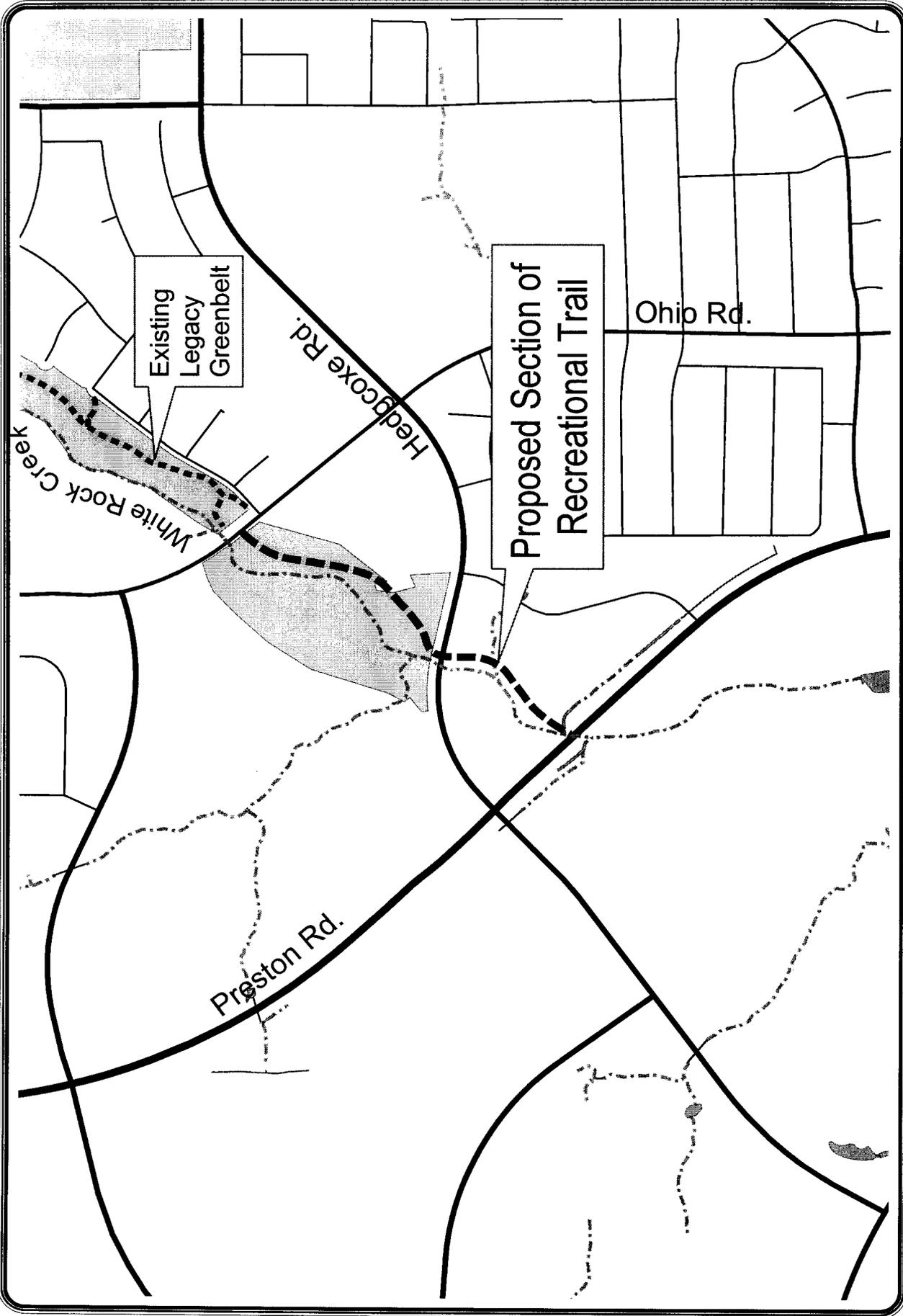
The basic service fee is 6.2% of the estimated construction budget. The total fee, including surveying geotechnical investigation, and reimbursable expenses is 8.60% of the estimated construction budget.

Funding is available in the 2005-06 Park Improvement Bond Program.

List of Supporting Documents:
Landscape Architect Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies

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Parks & Recreation Department
Park Planning

Legacy Greenbelt - Preston Road to Ohio Road

LEGACY GREENBELT TRAIL EXTENSION – OHIO DRIVE TO PRESTON ROAD

PROJECT NO. 5749

LANDSCAPE ARCHITECT SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **LEGACY GREENBELT TRAIL EXTENSION – OHIO DRIVE TO PRESTON ROAD** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

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

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

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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.

JONES & BOYD, INC.
A Texas Corporation

DATE: _____

BY: _____
Chuck McKinney
Vice President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **CHUCK MCKINNEY, VICE PRESIDENT** of **JONES & BOYD, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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EXHIBIT A
SCOPE OF SERVICES
CONSTRUCTION DOCUMENTS
LEGACY GREENBELT TRAIL EXTENSION
(FROM OHIO DRIVE TO PRESTON ROAD)

Project Understanding

Jones & Boyd, Inc. (JBI) has been requested by the City of Plano (City) to provide a design service proposal to prepare the construction drawings for the proposed Legacy Greenbelt Trail Extension, from the existing trail shelf on Ohio Drive south approximately 1200 linear feet, connecting to the existing trail shelf on the Hedgcoxe Road bridge crossing White Rock Creek and ending approximately 760 linear feet south at the existing trail shelf on Preston Road.

The extension of the trail between Hedgcoxe Road and Preston Road will be designed in accordance with the preliminary trail layout plan previously prepared by Jones & Boyd, Inc. The budget for this project is understood to be approximately \$500,000. The section of trail extension from Hedgcoxe Road to Ohio Drive will include regrading and reconfiguration of the trail shelf connection on the east side of Ohio Drive.

Scope of Services

SECTION I – BASIC SERVICES

1. Predesign

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

2. Preliminary Trail Layout

- A. Based on our review of the proposed Hedgcoxe Road to Ohio Drive section of trail and our field survey described in Section II – Additional Services of this proposal, we will prepare a preliminary trail layout for the section of trail from Hedgcoxe Road to Ohio Drive.
- B. We will prepare a construction cost estimate of both trail sections.

- C. We will meet with you to review the preliminary layout and cost estimate and to receive approval before proceeding to the construction documents phase.

3. Final Construction Documents

- A. Based on the previously approved preliminary trail layout plan for the Preston Road to Hedgcoxe Road section as well as our review of the Hedgcoxe Road to Ohio Drive section, JBI will prepare construction drawings for the project (provided the adjacent land owners agree to the layout, and there are no changes which could affect the trail). These shall include, but are not limited to, the following:
 - 1) Cover sheet showing vicinity map for the project site, signature block, index of drawings and contact list;
 - 2) Overall project map and sheet index;
 - 3) Existing conditions/demolition plans showing the existing site conditions as well as the removal and/or relocation of any existing elements as required to accommodate the proposed improvements;
 - 4) Trail alignment plans;
 - 5) Layout, dimension control and materials plans for selected enlargement areas;
 - 6) Plan and section for proposed prefabricated pedestrian bridge;
 - 7) Grading and drainage plans;
 - 8) Site construction details;
 - 9) Structural plans for retaining walls and bridge abutments;
 - 10) Erosion control plans;
 - 11) Utility plans including necessary utility relocations;
 - 12) Traffic control plans for use during construction;
 - 13) Additional plans and/or details necessary to show design intent for all the proposed improvements;
 - 14) Specific plans necessary for construction of the programmed design elements or as required by the City of Plano which are related to the project;
 - 15) Revegetation plan for areas disturbed during construction; and
 - 16) Plan to reconfigure and regrade the existing trail shelf on the east side of Ohio Drive.
- B. We will present the Construction Documents to the City for review and comment and will include the City's comments in final drawings for approval. Final Construction Documents will be consistent with the established budget.
- C. Standards – Final drawings are to comply with applicable TxDOT, AASHTO and TAS design standards.
- D. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- E. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent

(100%) complete milestones and will incorporate the City's comments into the plans.

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

4. Construction Phase Services

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

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

SECTION II – ADDITIONAL SERVICES

- A. Trail Route and Topographic Survey – JBI will perform an on-the-ground survey on the section of trail to update or verify previously surveyed site conditions, from Preston Road to Hedgcoxe Road, and will provide a complete survey of the proposed trail section from Hedgcoxe Road to Ohio Drive. The previously prepared survey map on the Preston Road to Hedgcoxe Road section will be updated to reflect any changes to this portion of the project area resulting from recent development and is not a resurvey of this entire section of the project area. The survey will include only the areas of trail and drainage that affect the trail in this section as well as areas of trail not previously surveyed.
- B. Texas Accessibility Standards – JBI will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation (TDLR) or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plans review, JBI will revise the construction documents accordingly. In addition, JBI will coordinate the final inspection of the work for TDLR approval after the improvements have been completed.
- C. Reimbursable Expenses (Not to Exceed \$2,000.00) – Reimbursable expenses are those incurred by JBI or the sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of two thousand dollars (\$2,000.00) will not be exceeded by Jones & Boyd, Inc. without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services and similar incidentals.
- D. Geotechnical Investigation – JBI will obtain (from a sub consultant to JBI) a subsurface soils report for conditions at the proposed bridge location. A boring will be taken at each end of the proposed bridge, if possible, and will be used for the foundation design of the abutments.

SECTION III – EXCLUSIONS

- A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:
 - 1) Construction staking;
 - 2) Field survey beyond project area described;

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

B. Information to be provided by the City (subject to availability)

- 1) All available "as-built" plans including all pertinent paving, drainage and utility plans for the trail and surrounding developments (includes proposed or existing);
- 2) The City shall coordinate all right-of-entry for surveys necessary for the final design; and
- 3) The City shall coordinate all submittals with other City departments, if necessary.

C. JBI Drawing Standards

- 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
- 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet, and will have all X-Refs within that file bound to that particular sheet file.

EXHIBIT B
COMPLETION SCHEDULE
LEGACY GREENBELT TRAIL EXTENTION
(FROM OHIO DRIVE TO PRESTON ROAD)

Schedule

The work product described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item 1.	Predesign (includes Topographic Survey)	4 Weeks
Item 2.	Preliminary Design	4 Weeks
Item 3.	Final Construction Documents (Includes TDLR review and SWPPP preparation)*	12 Weeks
Item 4.	Construction Phase Services (Bidding)	4 Weeks
Item 5	Construction Phase Services (Construction Administration)	Varies
Total Project Time		24 weeks (Design time)

*City or TxDOT review is not included in schedule.

1
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EXHIBIT C
PAYMENT SCHEDULE
LEGACY GREENBELT TRAIL EXTENTION
(FROM OHIO DRIVE TO PRESTON ROAD)

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

Fees

SECTION I - BASIC SERVICES	
1. Predesign	\$ 2,500
2. Preliminary Design	\$ 2,000
3. Final Construction Drawings	\$ 23,000
4. Construction Phase Services	\$ 3,500
Total Basic Services	\$ 31,000
SECTION II - ADDITIONAL SERVICES	
1. Topographic Survey	\$ 5,000
2. Texas Accessibility Standards	\$ 2,000
3. Reimbursable Expenses	\$ 2,000
4. Geotechnical Investigation	\$ 3,000
Total Additional Services	\$ 12,000
PROJECT TOTAL	\$ 43,000

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

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

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

2

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EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:
 General Liability _____ Professional Liability _____
 Automobile Liability _____

- 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>CP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06		Reviewed by Legal <i>JD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services			Initials	Date
Department Head	Mark Israelson		Executive Director	<i>MS</i>	7-31-06
Dept Signature:	<i>Tom White f M E</i>		City Manager	<i>TLW</i>	7/31/06
Agenda Coordinator (include phone #): Becky Rodgers x5105					
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 CONTRACT MODIFICATION					
CAPTION					
To approve a modification of the contract with Datamatic, Ltd. for automated meter reading equipment and installation of all related parts and equipment.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06, 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	339,911	0	339,911
Encumbered/Expended Amount		0	-279,182	0	-279,182
This Item		0	0	0	0
BALANCE		0	60,729	0	60,729
FUND(s): WATER & SEWER FUND					
COMMENTS: Funds are included in the 2005-06 budget from 2004-05 open purchase order carry forwards for the continuation of the Automated Meter Reading project and related equipment expenditures. The balance of funds will be used for other expenditures related to the AMR project. This item has no budget impact. STRATEGIC PLAN GOAL: Improvement to and continuation of the AMR project purchasing contract relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
The Customer & Utility Services Department recommends approval of the modification to our automated meter reading equipment and installation contract with Datamatic LTD. This modification provides that the City will receive \$40 credit for each trade in and credit may be applied to the contracted purchase price for hardware and installation of a new unit with a 10 year warranty.					
List of Supporting Documents: Contract Modification Quote Sheet			Other Departments, Boards, Commissions or Agencies		

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THE STATE OF TEXAS §
 §
 §
 §
 §
 COUNTY OF COLLIN § **First Modification of Contract by and
 between City of Plano and Datamatic
 Ltd. for Automated Meter Reading
 Equipment and Installation of All
 Related Parts and Equipment**

THIS First Modification of Contract (hereinafter "First Modification") is made and entered into on this the _____ day of _____, 2006, by and between **DATAMATIC, LTD.**, a Texas corporation (hereinafter "Contractor"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor renewed a contract on January 25, 2006, (hereinafter "Contract") for automated meter reading equipment and installation of all related parts and equipment; and

WHEREAS, City and Contractor desire to amend said contract in certain respects as set forth in this First Modification; and

WHEREAS, the Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

Section I. Effective as of the day and year first written above, Exhibit "A", "Quotation", of the Contract is hereby repealed and replaced by a new quotation sheet attached hereto and incorporated herein as **Exhibit "A."** This replacement in no way retracts or nullifies any open purchase orders or unit pricing associated therewith.

Section II. Effective as of the day and year first written above, Section III, "Payment", of the Contract is hereby amended to read in its entirety as follows:

"Contractor agrees to provide products and services hereunder based on unit pricing, subject to a declining tier depending on the quantities ordered, in accordance with **Exhibit A**", as amended. Contractor further agrees that the unit prices quoted in their written proposal shall not be increased during the current term of the Contract. Total annual expenditures by the City under this Contract

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shall not exceed Council approved budget for these products and services. Payment shall be made for the goods and services provided within thirty (30) days following the City's receipt and approval of Contractor's invoice.

Contractor further recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder."

Section III. Effective as of the day and year first written above, Section IV "Warranty" of the Contract is hereby amended to read in its entirety as follows:

"Contractor hereby warrants and covenants to City that all goods and services provided by Contractor, its subcontractors, and agents under this Contract shall be free of defects and produced and installed in a skillful and workmanlike manner and shall comply with the written proposal attached hereto and incorporated herein as **Exhibits "A" and "B"**, as amended.

Contractor further agrees to replace or repair any defective or malfunctioning hardware and/or software associated with the automated water meter reading system for a period of twelve (12) months from January 25, 2006. Contractor also agrees to replace any Firefly® batteries which fail during a period beginning January 25, 2006 and ending January 24, 2011. In exchange for Contractor extending the warranty periods herein, City agrees to trade in at least 2,500 non-failed Black FIREFLYs by August 31, 2006 and to use all credit established on Exhibit "A" towards the purchase of new D3 FIREFLYs by August 31, 2007. Specifically, Datamatic will discount D3 FIREFLYs by \$40 so that the City can purchase new, fully-warranted D3 units for \$66 each (\$106-\$40), up to the quantity of non-failing black FIREFLY trade-ins delivered to Datamatic by August 31, 2006. These discounted D3 units can be purchased by the City until August 31, 2007. Larger quantity purchases can further reduce the unit prices as described in Exhibit "A". Datamatic reserves the right to extend the discounts and special offers past August 31, 2007. Individual Firefly installations shall be warranted for the lesser of thirty days from delivery of a Ready to Accept Report or until written acceptance by the City."

Contractor further agrees to read and verify each FIREFLY within two (2) weeks of installation for accuracy. If a discrepancy occurs between the visual reading of the meter and the radio/electronic read of the meter, Contractor shall immediately take all steps necessary to cure the defect. Contractor will repeat the

read and verify within two (2) weeks for each installation until cure of the visual reading and the radio/electronic discrepancy. Contractor shall be subject to penalties for delayed services, repeated maintenance requests, and erroneous reporting as set forth in **Exhibit "A"**, as amended."

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

IN WITNESS WHEREOF, this Modification is effective on the date first written above.

DATAMATIC, LTD.

By: _____
Name _____
Title _____
Address _____

CITY OF PLANO, TEXAS

By _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____ of **DATAMATIC, LTD.**, a Texas corporation, on behalf of said association.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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QUOTATION

City of Plano - Annual Contract Automated Meter Reading Equipment and Installation

Item #	Cost Category or Item	Specification / Configuration	Vendor Initials	# of Units	Unit Cost	Total Install \$	07/24/06	Comments
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Total Price \$ 165,000.00 US \$

Contract Type Fixed

TOTAL COSTS						\$165,000.00	\$ -
--------------------	--	--	--	--	--	---------------------	-------------

1	System Engineering					\$0	\$ -
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Spec Section	Description	Hours	Rate				
1.1	Custom Software Development		\$ 125.00	\$	-		

2	Handheld Systems/AMR Hardware					\$165,000	\$ -
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2.1.1	ROADRUNNER X7 Handheld with RF		\$ 4,930	\$	-	\$	-
2.1.2	ROADRUNNER X7 RF Board - Upgrade to Existing Unit		\$ 1,800	\$	-	\$	-
2.1.3	ROADRUNNER X7 Handheld - Non RF for EMR		\$ 3,130	\$	-	\$	-
2.2.1	Charging/Communications Cradle		\$ 675	\$	-	\$	-
2.2.2	Charging/Communications Cradle Controller		\$ 675	\$	-	\$	-
2.3.1	FIREFLY PPU with Cable - Water		\$ 680	\$	-	\$	-
2.3.2	FIREFLY Configuration Tester - Water		\$ 680	\$	-	\$	-
2.4.1	ROADRUNNER Mobile System Includes ROADRUNNER Mobile Software with GPS		\$ 27,650	\$	-	\$	-
2.5.1	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 1,000)	2,500	\$ 106.00	\$	265,000		
2.5.2	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 10,000)		\$ 101.00	\$	-		
2.5.3	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 20,000)		\$ 96.00	\$	-		
2.5.4	FIREFLY MIU - Purchase Credit for Trade-In of Non-Failing Black FIREFLYs by 8/31/06	2,500	\$ (40.00)	\$	(100,000)		
2.6.1	FIREFLY MIU - Lid Locks		\$ 3.50	\$	-		
2.6.2	Wire End Connectors		\$ 3.50	\$	-		

3	Application Software					\$0	\$ -
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3.1	RouteSTAR MVP - AMR		\$ 6,995	\$	-	\$	-
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4	Installation Services					\$0	\$ -
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4.1	Project Management Services per Hour		\$ 125.00	\$	-		
4.2.1	FF Install - Sensor, Wire or Logic Switch, Residential Pit, <u>Entire Route</u> - Excludes Supplies		\$ 24.00	\$	-		
4.2.2	FF Install - Sensor, Wire or Logic Switch, Residential Pit, <u>Less Than Entire Route</u> - Excludes Supplies		\$ 30.00	\$	-		
4.3	Meter Installation - Residential up to 1" *		\$ 35.00	\$	-		

5	Maintenance Services, Penalties					\$0	\$ -
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5.1	Other: Monthly Reading and FF Maintenance Services		\$ 6,000.00	\$	-		
5.2	Other: Annual Meter Reading System Maintenance		\$ 17,773.94	\$	-		
5.3	Other: Read and Verifying of Residential Meters (Qty 76,000)		\$ 1.00	\$	-		
5.4	Penalty: Workorders NOT Completed within 14 business days		\$ (50.00)				
5.5	Penalty: Workorders NOT Completed within 25 business days		\$ (100.00)				
5.6	Penalty: Work Errors Result in 2 Work Orders for Same FF and Same Issue in 90 day period		\$ (50.00)				

6	Terms/Conditions					\$0	\$ -
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1. Pricing based on Datamatic standard terms and conditions, Qty 1 pricing unless otherwise specified.
2. Monthly Reading and FIREFLY Maintenance Services include one Field Technician, Project Management support, database administration and all reading equipment necessary for same. FIREFLY Maintenance shall include the trouble-shooting and/or replacement of troublesome units as indicated by your Readers' RV data, your Work Orders as issued by your Customer Service, and the handling of Return Material Authorizations (RMAs for warranty replacement). This fee includes all vehicle and gasoline costs, all insurance, labor and benefits, etc.
3. Meter Reading System Maintenance Services subject to increase due to the addition of maintainable items and subject to annual increase per terms of the Datamatic Purchase License and Maintenance Agreement.
4. At least 2,500 FIREFLY Trade-Ins Identified in 2.5.4 above shall be returned to Datamatic by 8/31/06 and a Purchase Order for a like number of D3 FIREFLYs against those credits issued to Datamatic for release shipment prior to 8/31/07.

Quotation Notes	
------------------------	--

\$ -
\$ -

End of Worksheet	
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CONTRACT BY AND BETWEEN
CITY OF PLANO AND DATAMATIC, LTD.
FOR AUTOMATED METER READING EQUIPMENT
AND INSTALLATION OF ALL RELATED PARTS AND EQUIPMENT

THIS CONTRACT is made and entered by and between **DATAMATIC, LTD.**, a Texas Limited Partnership and designated as a Catalogue Information Service Vendor by the State of Texas; whose physical address is 3600 K Avenue, Plano Texas, 75074 and whose mailing address is P.O. Box 940641, Plano Texas 75094-0641, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution by the Plano City Manager or his designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follow:

I.
SCOPE OF WORK

Contractor shall provide all labor, supervision, knowledge, expertise, hardware, software, materials and equipment necessary to expand and sustain the City's automated water meter reading system. These products and services shall be provided in accordance with the terms, conditions and specifications of this written agreement, Contractor's written proposal attached hereto and incorporated herein as **Exhibit "A,"** and the original purchase agreement attached hereto and incorporated herein as **Exhibit "B."**

The Contract consists of this written agreement and the documents which are attached hereto and incorporated herein by reference. These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the documents attached hereto as Exhibits "A" through "D".

II.
TERMS OF CONTRACT

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by two additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

EXHIBIT "B" PAGE 1 OF 8

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Page 1

**III.
PAYMENT**

This is a requirements contract. Contractor agrees to provide products and services hereunder on a unit cost basis, in accordance with Contractor's written proposal attached hereto and incorporated herein as **Exhibit "A"**. Contractor further agrees that the unit prices quoted in their written proposal shall not be increased during the term of this Contract or any extensions thereof. Total annual expenditures by the City under this Contract shall not exceed Council approved budget for these products and services.

Contractor further recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
WARRANTY**

Contractor hereby warrants and covenants to City that all goods and services provided by Contractor, its subcontractors, and agents under this Contract shall be free of defects and produced and installed in a skillful and workmanlike manner and shall comply with the written proposal attached hereto and incorporated herein as **Exhibit "A."** Contractor further agrees to replace or repair any defective or malfunctioning hardware and/or software associated with the automated water meter reading system for a period of twelve (12) months from the effective date of this Contract. Contractor also agrees to replace any Firefly® batteries which fail during a period beginning with the effective date of this Contract and ending five (5) years from the effective date of this Contract.

**V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph set forth herein.

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**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

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

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor 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 Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor 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 Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, **and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin and Denton Counties, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
INDEPENDENT CONTRACTOR**

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

**XI.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by either party for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

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**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor 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."

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

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

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. This Contract shall be effective upon approval of the Plano City Council and execution by the City Manager or his authorized designee.

DATAMATIC, LTD., a Texas Limited Partnership

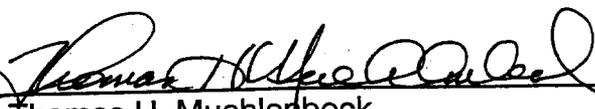
BY: DATAMATIC GROUP, LLC, a Texas Limited Liability Company, its general partner

Date: 3/4/05

BY: 
Name: Philip J. Masters
Title: Chief Financial Officer

CITY OF PLANO, TEXAS

Date: 3/4/05

BY: 
Thomas H. Muehlerbeck
CITY MANAGER

APPROVED AS TO FORM:

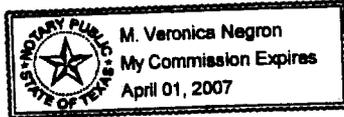

Diane C. Wetherbee, CITY ATTORNEY

k-12

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

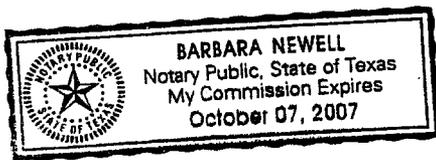
This instrument was acknowledged before me on the 4th day of March, 2005 by Philip J. Masters, Chief Financial Officer of **DATAMATIC GROUP, LLC**, a Texas Limited Liability Company, general partner of **DATAMATIC, LTD.**, a Texas Limited Partnership, on behalf of said limited partnership



M. Veronica Negrón
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4 day of March, 2005 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Barbara Newell
Notary Public, State of Texas

R-13

QUOTATION

City of Plano - Annual Contract

Item #	Cost Category or Item	Specification / Configuration	Vendor Initials	# of Units	Unit	Cost	Total Install \$	11/11/04	Comments
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Total Price \$ 669,025.00 US \$

Contract Type Fixed

TOTAL COSTS

\$669,025 \$ 2,799

\$0 \$

Spec Section	Description	Hours	Rate	Cost	Total Install \$	11/11/04	Comments
1	System Engineering						
	Custom Software Development		\$ 125.00	\$ -	\$ -		
2	Handheld Systems/AMR Hardware			\$441,625	\$ 2,799		
2.1.1	ROADRUNNER X7 Handheld with RF	4	\$ 4,930	\$ 19,720	\$ 2,366		
2.1.2	ROADRUNNER X7 Handheld - RF Upgrade to Existing Unit		\$ 1,800	\$ -	\$ -		
2.1.2	ROADRUNNER X7 Handheld - Non RF		\$ 3,130	\$ -	\$ -		
2.2	Charging/Communications Cradle -	4	\$ 585	\$ 2,340	\$ 281		
2.2.1	Charging/Communications Cradle Controller	1	\$ 585	\$ 585	\$ 70		
2.3.1	FIREFLY PPU with Cable - Water	1	\$ 680	\$ 680	\$ 82		
2.3.2	FIREFLY Configuration Tester - Water		\$ 680	\$ -	\$ -		
2.4	ROADRUNNER Mobile System Includes ROADRUNNER Mobile Software		\$ 19,895	\$ -	\$ -		
2.5.1	FIREFLY MIU - Water Sensor End	2,350	\$ 89.00	\$ 209,150			
2.5.1.1	FIREFLY MIU - Water Wire End		\$ 89.00	\$ -			
2.5.2	FIREFLY MIU - Water Logic Switch End	2,350	\$ 89.00	\$ 209,150			
2.5.2.1	Wire End Connectors		\$ 3.50	\$ -			
2.5.3	FF Logic Switch Register Interface		\$ 11.00	\$ -			
3	Application Software			\$ 6,995	\$ -	\$ -	
3.1	RouteSTAR MVP - AMR					\$103,400	
4	Installation Services						
4.1	Project Management Services per Hour		\$ 125.00	\$ -			
4.2.1	FF Install - Sensor or Logic Switch, Residential Pit	4,700	\$ 22.00	\$ 103,400			
4.2.2	FF Install - Wire End (Excludes Connectors), Residential Pit		\$ 25.00	\$ -			
4.3	Meter Installation - Residential up to 1"*		\$ 27.50	\$ -			
5	Expenses					\$114,000	
	Other: Monthly Reading and FF Maintenance Services	12	\$ 6,000	\$ 72,000			
	Other: Read and Verify 70,000 meters	70,000	\$ 0.60	\$ 42,000			
6	Terms/Conditions					\$0	

1. Pricing based on Datamatic standard terms and conditions.
2. Monthly Reading and FIREFLY Maintenance Services include one Field Technician, Project Management support, database administration and all reading equipment necessary for same. FIREFLY Maintenance shall include the trouble-shooting and/or replacement of troublesome units as indicated by your Readers' RV data, your Work Orders as issued by your Customer Service, and the handling of Return Material Authorizations (RMAs for warranty replacement). This fee includes all vehicle and gasoline costs, all insurance, labor and benefits, etc.
3. Read and Verify Includes all hardware, software, vehicle costs, etc. including rendered reports.

Quotation Notes

End of Worksheet

k-14



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>RD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	08/14/06	Reviewed by Legal <i>MB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>MB</i>	7-31-06
Dept Signature:	<i>Tom White for MB</i>	City Manager	<i>MB</i>	7/31/06
Agenda Coordinator (include phone #):		Becky Rodgers x5105		
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 CONTRACT MODIFICATION				
CAPTION				
To approve a second modification of the contract with Datamatic, Ltd. for maintenance of automated water meter reading hardware and software and utility customer billing and accounting system.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Customer & Utility Services Department recommends approval of the second modification to our maintenance contract for automated meter reading equipment with Datamatic LTD. This modification provides more stringent requirements for vendor responsiveness and liquidation damages when vendor does not meet specific time tables for repairs. No additional costs will be incurred by the City.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification Quote Sheet				

<p>THE STATE OF TEXAS</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>COUNTY OF COLLIN</p> <p>§</p>	<p>Second Modification of Contract by and between City of Plano and Datamatic Ltd. for Maintenance of Automated Water Meter Reading Hardware and Software and Utility Customer Billing and Accounting System</p>
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THIS Second Modification of Contract (hereinafter "Second Modification") is made and entered into on this the _____ day of _____, 2006, by and between **DATAMATIC, LTD.**, a Texas corporation (hereinafter "Contractor"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor renewed a contract on October 10, 2005, (hereinafter "Contract") for labor, supervision, materials and equipment for maintenance of automated meter reading hardware and software and utility customer billing and accounting system (hereinafter "Services"); and

WHEREAS, City and Contractor desire to amend said contract in certain respects as set forth in this Second Modification; and

WHEREAS, the Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

Section I. Effective as of the day and year first written above, Exhibit "A", "Quotation", of the Contract is hereby repealed and replaced by a new quotation sheet attached hereto and incorporated herein as **Exhibit "A."** This replacement in no way retracts or nullifies any open purchase orders or unit pricing associated therewith.

Section II. Effective as of the day and year first written above, Section 1 "SCOPE OF WORK", of the Contract is hereby amended to read in its entirety as follows:

"Contractor shall provide all labor, supervision, knowledge, expertise, hardware, software, materials and equipment necessary to maintain the City's automated water meter reading and billing system in a manner that ensures

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accurate and timely monthly billing and accounting on all customer utility accounts. These products and services shall be provided in accordance with the terms, conditions and specifications of this written agreement and Contractor's written proposal attached hereto and incorporated herein as **Exhibit "A,"** and the original purchase agreement and all amendments thereto, attached hereto and incorporated herein as **Exhibit "B"**. Contractor shall also provide bi-weekly work completion reports to provide information on all activities taken by Contractor, including diagnostic reports on apparent and possible causes of errors from hardware. Contractor shall be subject to penalties for delayed services, repeated maintenance requests and erroneous reporting as set forth in **Exhibit "A"**, as amended.

The Contract consists of this written agreement and the documents, which are attached hereto and incorporated herein by reference. These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to the Modification, written agreement, and then the documents attached hereto as Exhibits "A" and "B".

Section III. Beginning on the effective date of this Modification and continuing through the remaining term of the contract, Section III, "Payment", of the Contract is hereby modified to read as follows:

"Contractor agrees to provide maintenance services hereunder in accordance with **Exhibit A**", as amended. Payment shall be made for the goods and services provided within thirty (30) days following the City's receipt and approval of Contractor's invoice. Total compensation during the current term of this Contract shall not exceed the amount stated in Contractor's proposal attached hereto as **Exhibit "A"** as amended. This sum shall not be increased by more than ten percent (10%) during any subsequent years in which City elects to renew the Contract. The City retains the right to terminate this Contract at any time on thirty (30) days written notice to Contractor.

Contractor further recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder."

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

IN WITNESS WHEREOF, this Modification is effective on the date first written above.

DATAMATIC, LTD.

By: _____
Name _____
Title _____
Address _____

CITY OF PLANO, TEXAS

By _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2-4

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF _____ §
§
§

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____ of **DATAMATIC, LTD.**, a Texas corporation, on behalf of said association.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §
§
§

This instrument was acknowledged before me on the _____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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QUOTATION

**City of Plano - Annual Contract
Automated Meter Reading Equipment and Installation**

Item #	Cost Category or Item	Specification / Configuration	Vendor Initials	# of Units	Unit Cost	Total Install \$	07/24/06	Comments
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Total Price \$ 165,000.00 US \$

Contract Type Fixed

TOTAL COSTS

\$165,000.00 \$ -

1	System Engineering					\$0	\$ -	
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Spec Section	Description	Hours	Rate					
1.1	Custom Software Development		\$ 125.00	\$ -				

2	Handheld Systems/AMR Hardware					\$165,000	\$ -	
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2.1.1	ROADRUNNER X7 Handheld with RF		\$ 4,930	\$ -	\$ -			
2.1.2	ROADRUNNER X7 RF Board - Upgrade to Existing Unit		\$ 1,800	\$ -	\$ -			
2.1.3	ROADRUNNER X7 Handheld - Non RF for EMR		\$ 3,130	\$ -	\$ -			
2.2.1	Charging/Communications Cradle		\$ 675	\$ -	\$ -			
2.2.2	Charging/Communications Cradle Controller		\$ 675	\$ -	\$ -			
2.3.1	FIREFLY PPU with Cable - Water		\$ 680	\$ -	\$ -			
2.3.2	FIREFLY Configuration Tester - Water		\$ 680	\$ -	\$ -			
2.4.1	ROADRUNNER Mobile System Includes ROADRUNNER Mobile Software with GPS		\$ 27,650	\$ -	\$ -			
2.5.1	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 1,000)	2,500	\$ 106.00	\$ 265,000				
2.5.2	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 10,000)		\$ 101.00	\$ -				
2.5.3	FIREFLY MIU - Sensor, Logic Switch or Wire End (Ship Qty 20,000)		\$ 96.00	\$ -				
2.5.4	FIREFLY MIU - Purchase Credit for Trade-In of Non-Failing Black FIREFLYs by 8/31/06	2,500	\$ (40.00)	\$ (100,000)				
2.6.1	FIREFLY MIU - Lid Locks		\$ 3.50	\$ -				
2.6.2	Wire End Connectors		\$ 3.50	\$ -				

3	Application Software					\$0	\$ -	
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3.1	RouteSTAR MVP - AMR		\$ 6,995	\$ -	\$ -			
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4	Installation Services					\$0	\$ -	
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4.1	Project Management Services per Hour		\$ 125.00	\$ -				
4.2.1	FF Install - Sensor, Wire or Logic Switch, Residential Pit, <u>Entire Route</u> - Excludes Supplies		\$ 24.00	\$ -				
4.2.2	FF Install - Sensor, Wire or Logic Switch, Residential Pit, <u>Less Than Entire Route</u> - Excludes Supplies		\$ 30.00	\$ -				
4.3	Meter Installation - Residential up to 1" *		\$ 35.00	\$ -				

5	Maintenance Services, Penalties					\$0	\$ -	
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5.1	Other: Monthly Reading and FF Maintenance Services		\$ 6,000.00	\$ -				
5.2	Other: Annual Meter Reading System Maintenance		\$ 17,773.94	\$ -				
5.3	Other: Read and Verifying of Residential Meters (Qty 76,000)		\$ 1.00	\$ -				
5.4	Penalty: Workorders NOT Completed within 14 business days		\$ (50.00)					
5.5	Penalty: Workorders NOT Completed within 25 business days		\$ (100.00)					
5.6	Penalty: Work Errors Result in 2 Work Orders for Same FF and Same Issue in 90 day period		\$ (50.00)					

6	Terms/Conditions					\$0	\$ -	
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- Pricing based on Datamatic standard terms and conditions, Qty 1 pricing unless otherwise specified.
- Monthly Reading and FIREFLY Maintenance Services include one Field Technician, Project Management support, database administration and all reading equipment necessary for same. FIREFLY Maintenance shall include the trouble-shooting and/or replacement of troublesome units as indicated by your Readers' RV data, your Work Orders as issued by your Customer Service, and the handling of Return Material Authorizations (RMAs for warranty replacement). This fee includes all vehicle and gasoline costs, all insurance, labor and benefits, etc.
- Meter Reading System Maintenance Services subject to increase due to the addition of maintainable items and subject to annual increase per terms of the Datamatic Purchase License and Maintenance Agreement.
- At least 2,500 FIREFLY Trade-Ins Identified in 2.5.4 above shall be returned to Datamatic by 8/31/06 and a Purchase Order for a like number of D3 FIREFLYs against those credits issued to Datamatic for release shipment prior to 8/31/07.

Quotation Notes

\$ -
\$ -

End of Worksheet

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**CONTRACT BY AND BETWEEN THE CITY OF PLANO
AND DATAMATIC, LTD. FOR MAINTENANCE OF AUTOMATED
WATER METER READING HARDWARE AND SOFTWARE AND
UTILITY CUSTOMER BILLING AND ACCOUNTING SYSTEM**

THIS CONTRACT is made and entered by and between **DATAMATIC, LTD.**, a Texas Limited Partnership and designated as a Catalogue Information Systems Vendor by the State of Texas; whose physical address is 3600 K Avenue, Plano Texas, 75074 and whose mailing address is P.O. Box 940641, Plano Texas 75094-0641, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution by the Plano City Manager or his designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follow:

**I.
SCOPE OF WORK**

Contractor shall provide all labor, supervision, knowledge, expertise, hardware, software, materials and equipment necessary to maintain the City's automated water meter reading and billing system in a manner that ensures accurate and timely monthly billing and accounting on all customer utility accounts. These products and services shall be provided in accordance with the terms, conditions and specifications of this written agreement, Contractor's written proposal attached hereto and incorporated herein as **Exhibit "A,"** and the original purchase agreement and all amendments thereto, attach hereto and incorporated herein as **Exhibit "B"**.

The Contract consists of this written agreement and the documents which are attached hereto and incorporated herein by reference. These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the documents attached hereto as Exhibits "A " through "D".

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be for a period beginning October 1, 2004 and ending September 30, 2005; provided however, that the City shall have the right and option to extend the term hereof by five (5) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term and each successive term.

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**III.
PAYMENT**

Payment shall be made for the goods and services provided within thirty (30) days following the City's receipt and approval of Contractor's invoice. Total compensation during the initial term of this Contract shall not exceed the amount stated in Contractor's proposal attached hereto as **Exhibit "A."** This sum shall not be increased by more than ten percent (10%) during any subsequent years in which City elects to renew the Contract. The City retains the right to terminate this Contract at any time on thirty (30) days written notice to Contractor.

Contractor further recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
INDEPENDENT CONTRACTOR**

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

**V.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable

EXHIBIT "B" PAGE 2 OF 10

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provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of Contractor. **Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to Paragraph VII set forth herein.**

VII. INDEMNIFICATION

Contractor shall release, defend, indemnify and hold the 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 attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided hereunder and/or or caused by the negligent act or omission or the intentional act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In the event the City is a named party to a suit arising out of the subject matter of this Agreement, the City shall have reasonable input into the selection of defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City. 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 Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

VIII. INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

IX. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin and Denton Counties, Texas, and that exclusive venue shall lie in Collin County, Texas.

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**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XIII.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XIV.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

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**XV.
CONTRACT INTERPRETATION**

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

**XVI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XVII.
HEADINGS**

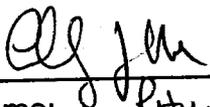
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. This Contract shall be effective upon approval of the Plano City Council and execution by the City Manager or his authorized designee.

DATAMATIC, LTD., a Texas Limited Partnership

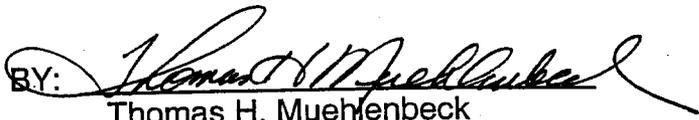
BY: DATAMATIC GROUP, LLC, a Texas Limited Liability Company, its general partner

Date: 3/4/05

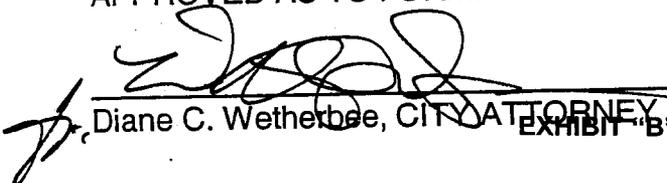
BY: 
Name: Philip J. Mastrom
Title: Chief Financial Officer

CITY OF PLANO, TEXAS

Date: 3/4/05

BY: 
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

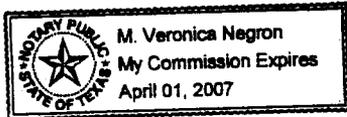

Diane C. Wetherbee, CITY ATTORNEY
EXHIBIT "B" PAGE 5 OF 10

0-11

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

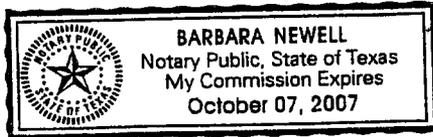
This instrument was acknowledged before me on the 27th day of March, 2005 by Philip J. Masters, Chief Financial Officer of **DATAMATIC GROUP, LLC**, a Texas Limited Liability Company, general partner of **DATAMATIC, LTD.**, a Texas Limited Partnership, on behalf of said limited partnership.



M. Veronica Negrón
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4 day of March, 2005 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Barbara Newell
Notary Public, State of Texas

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QUOTATION

City of Plano - Annual Maintenance Contract

Item #	Cost Category or Item	Specification / Configuration	Vendor Initials	# of Units	Unit Cost	Total Install \$	02/09/06	Comments
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Total Price \$ 88,168.13 US \$

Contract Type Fixed

TOTAL COSTS

\$88,168.13 \$

\$0 \$

1	System Engineering	Hours	Rate	Total	Total	Total
Spec Section	Description		\$	\$	\$	\$
	Custom Software Development		125.00			
						\$0 \$
2	Handheld Systems/AMR Hardware					
2.1.1	ROADRUNNER X7 Handheld with RF		4,930			
2.1.2	ROADRUNNER X7 Handheld - RF Upgrade to Existing Unit		1,800			
2.1.2	ROADRUNNER X7 Handheld - Non RF		3,130			
2.2	Charging/Communications Cradle		585			
2.2.1	Charging/Communications Cradle Controller		585			
2.3.1	FIREFLY PPU with Cable - Water		880			
2.3.2	FIREFLY Configuration Tester - Water		880			
2.4	ROADRUNNER Mobile System Includes ROADRUNNER Mobile Software		18,985			
2.5.1	FIREFLY MIU - Sensor, Logic Switch or Wire End		89.00			
2.5.1.1	FIREFLY MIU - Lid Logic		3.50			
2.5.2.1	Wire End Connectors		3.50			
2.5.3	FF Logic Switch Register Interface		41.00			
						\$0 \$
3	Application Software					
3.1	RouteSTAR MVP-AMR		6,985			
						\$0 \$
4	Installation Services					
4.1	Project Management Services per Hour		125.00			
4.2.1	FF Install - Sensor or Logic Switch, Residential P/I		22.00			
4.2.2	FF Install - Wire End (Excludes Connectors), Residential P/I		25.00			
4.3	Meter Installation - Residential up to 1"		27.50			
						\$88,168.13 \$
5	Expenses					
	Other: Monthly Reading and FF Maintenance Services	12	\$ 6,000.00			\$ 72,000.00
	Other: Meter Reading System Maintenance Services	1	\$ 18,168.13			\$ 18,168.13
						\$0 \$
6	Terms/Conditions					
<p>1. Pricing based on Dabromatic standard terms and conditions.</p> <p>2. Monthly Reading and FIREFLY Maintenance Services include one Field Technician, Project Management support, database administration and all reading equipment necessary for same. FIREFLY Maintenance shall include the trouble-shooting and/or replacement of troublesome units as indicated by your Readers' RV data, your Work Orders as issued by your Customer Service, and the handling of Return Material Authorizations (RMAs for warranty replacement). This fee includes all vehicle and gasoline costs, all insurance, labor and benefits, etc.</p> <p>3. Meter Reading System Maintenance Services subject to increase due to the addition of maintainable items and subject to annual increase per terms of the RouteSTAR Purchase License and Maintenance Agreement.</p>						

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Quotation Notes

End of Worksheet

**FIRST MODIFICATION OF CONTRACT BY AND BETWEEN
THE CITY OF PLANO AND DATAMATIC, LTD. FOR MAINTENANCE OF
AUTOMATED WATER METER READING HARDWARE AND SOFTWARE AND
UTILITY CUSTOMER BILLING AND ACCOUNTING SYSTEM**

THIS FIRST MODIFICATION OF the Contract By and Between the City of Plano and Datamatic, Ltd. (hereinafter "First Modification") is made and entered into on this the ____ day of _____, 20____, by and between **DATAMATIC, LTD.**, a Texas Limited Partnership (hereinafter "DATAMATIC"), whose address is P.O. Box 940641, Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Datamatic entered into a contract on March 4, 2005 for Datamatic to provide labor, supervision, knowledge, expertise, hardware, software, materials and equipment necessary to maintain the City's automated water meter reading and billing system in a manner that ensures accurate and timely monthly billing and accounting on all customer utility accounts (hereinafter "Contract"); and

WHEREAS, City and Datamatic desire to amend the Contract to reflect an increase in price for the Firefly-Sensor or Logic Switch install, Item 4.2.1 of Exhibit "A" to the Contract.

NOW THEREFORE, the Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Contract, priority of interpretation shall be in the following order: First Modification, Contract. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Contract, the price of the Firefly Install-Sensor

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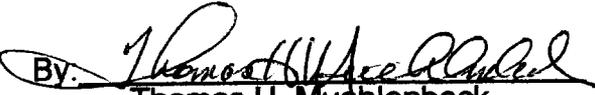
or Logic Switch, shown as Item 4.2.1 on the quote attached as Exhibit "A" to the Contract shall be increased from \$22.00 per install to \$25.00 per install.

IN WITNESS WHEREOF, the parties enter into this First Modification effective as of the date first written above.

DATAMATIC, LTD.

By: 
Name: ANDREW C. KERCHER
Title: Sr VP
Address: 3600 Ard K Plano TX

CITY OF PLANO, TEXAS

By: 
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

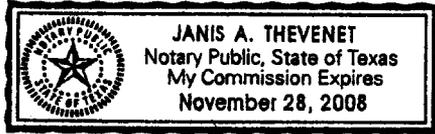

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 8TH day of NOVEMBER, 2005, by ANDREW KERCHER

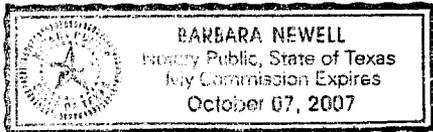


Janis A. Thevenet

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 11 day of November, 2005, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Barbara Newell

Notary Public, State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
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 type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER TERMINATION OF CONTRACT				
CAPTION				
Termination of contract for Bid No. 2006-128-C for Public Works Mowing and Landscaping Services (Rebid) awarded to Priority Landscape Management, Inc.				
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				
Staff recommends termination of contract for Bid No. 2006-128-C Public Works Mowing and Landscaping Service (Rebid) awarded to Priority Landscape Management, Inc. in the estimated annual amount of \$70,396.49. The Public Works Division is requesting termination of contract with Priority Landscape Management, Inc. for non-performance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum				

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P.O. Box 860358
Plano, Texas 75086-
0358
214-769-4140
Fax No. 214-769-4172

MEMORANDUM



DATE: July 18, 2006
TO: Diane Palmer, Purchasing Manager
FROM: Gary Kirkwood, Public Works Superintendent
SUBJECT: Termination of Mowing Contract Bid # 2006-128-C

The Public Works Division is requesting termination of contract with Priority Landscape for non-performance.

June 30, 2006, Public Works staff met with Mr. Alexander's representative, Mr. Roe Jones. This was prior, to Mr. Alexander's letter to the Purchasing Division wanting to terminate his contract. The meeting was a courtesy meeting to go over some problems City staff was having with mowing schedules and a recent invoice. Since this was a new contract and new contractor we were willing to give Mr. Alexander some leniency and allow him more time to get a system worked out that would meet palatably with both parties prior to the City submitting Vendor Performance Documents.

The following items were the topic of discussions.

Staff received an invoice from Priority Landscape. During the City's inspection found several locations listed on the invoice that was not mowed. These locations were highlighted and shown to Mr. Jones at the meeting June 30, 2006. Mr. Jones did not dispute the City's findings and stated we will get these locations done next week. I told Mr. Jones to resubmit a new invoice with the locations that were completed, and that I will authorize payment. To date I have not received a corrected invoice.

During the meeting June 30, 2006, Mr. Jones was ask to report his activities to us on a daily basis so that we can perform daily inspections and to stay on top of any discrepancies and/or concerns that may arise between either party. This was the second request for daily calls since the start of the contract. To date the City has not received any calls from Priority Landscape as to any mowing activities.

Staff questioned Mr. Jones about the missed scheduled attempts to have the shrubs trimmed at the Pumping Facilities. Hedge trimming has been a concern and has been a topic of discussions with Mr. Jones since the beginning of the contract. Mr. Jones was told the shrubs needed to be moved up on the list. Mr. Jones stated they will

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begin trimming the shrubs next week. To date no attempt to trim shrubs have been made.

During the meeting Mr. Jones had a question about the boundry of one of the drainage channels. The scope of work was outlined with Mr. Jones prior to beginning the work. It was discussed and offered during the meeting June 30, 2006, that Mr. Jones and City staff revisit the sites and clarify any concerns or questions Mr. Jones might have. No requests have been made to date.

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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:	08/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	8/17/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	8/17/06
Agenda Coordinator (include phone #):	Irene Pegues (7198)			(Project No. 4808)
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Mario Sinacola & Sons Excavating, Inc., increasing the contract by \$45,936.26 for Los Rios Boulevard – Phase I (Jupiter Road to Parker Road), Change Order # 8. (Original Bid # B096-04)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,685,386	349,000	0	2,034,386
Encumbered/Expended Amount	-1,685,386	-242,137	0	-1,927,523
This Item	0	-45,936	0	-45,936
BALANCE	0	60,927	0	60,927
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement Community Investment Program. This change order, in the amount of \$45,936, will leave a current year balance of \$60,927 for the Los Rios – Jupiter to Parker project.				
STRATEGIC PLAN GOAL: Street landscaping improvements relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This change order is for revising the scope of work to include actual measured quantities for lake and sodding work performed and to provide for additional landscaping items required during the construction.				
Staff recommends approval of Change Order No. 8. The contract total will be \$4,656,858.45, which includes change orders of 9.32% of the original contract amount of \$4,259,891.78.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 8		N/A		
Location Map				

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CHANGE ORDER NO. 8

LOS RIOS BOULEVARD – PHASE I
(JUPITER ROAD TO PARKER ROAD)
PROJECT NO. 4808
PURCHASE ORDER NO. 102629
CIP NOS. 31378, 68944, 10212 AND 22340
BID NO. B096-04

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **MARIO SINACOLA & SONS EXCAVATING, INC.** for the **LOS RIOS BOULEVARD – PHASE I (JUPITER ROAD TO PARKER ROAD) PROJECT**, dated **MAY 24, 2004**.

B. DESCRIPTION OF CHANGE

The change order is for adjusting pay items to reflect actual quantities constructed for the project and for adding a new sodding item to the project for work near the Mortonvale Road cul-de-sac.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project and will be charged to CIP No. 31378:

<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>
12	6" Conc. Paving for Hike/Bike Trail	169	542	S.Y.	\$50.00	\$18,650.00
35	Slope Drains	3	4	EA.	\$3,500.00	\$3,500.00
51	Bermuda Block Sodding	5,652	6,450	S.Y.	\$2.87	\$2,290.26
76	Concrete for Headwalls	190	192.5	C.Y.	\$710.00	\$1,775.00
78	Well-graded Rock Rip-Rap	807	1,042	C.Y.	\$70.00	\$16,450.00
87	Concrete for Outlet Structure	10.00	12.35	C.Y.	\$670.00	\$1,574.50
143	St. Augustine Block Sodding	0	377	S.Y.	\$4.50	\$1,696.50
	TOTAL:					\$45,936.26

Original Contract Amount	\$	<u>4,259,891.78</u>
Contract Amount (Including Previous Change Orders)	\$	<u>4,610,922.19</u>
Amount, Change Order No. 8	\$	<u>45,936.26</u>
Revised Contract Amount	\$	<u>4,656,858.45</u>
Total Percent Increase Including Previous Change Orders		<u>9.32%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 day(s) to this project:

Original Contract Time	<u>275 working days</u>
Amount (Including Previous Change Orders)	<u>320 working days</u>
Amount, Change Order No. 8	<u>0 working days</u>
Revised Contract Time	<u>320 working days</u>
Total Percent Increase Including Previous Change Orders	<u>16.36%</u>

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E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and MARIO SINACOLA & SONS EXCAVATING, INC., do hereby agree to append this Change Order No. 8 to the original contract between themselves, dated MAY 24, 2004.

**OWNER:
CITY OF PLANO**

**CONTRACTOR:
MARIO SINACOLA & SONS
EXCAVATING, INC.**

By: _____
(signature)

By:  _____
(signature)

Print
Name: _____

Print
Name: MICHAEL SINACOLA

Print
Title: _____

Print
Title: Vice-President

Date: _____

Date: 7/25/06

APPROVED AS TO FORM:

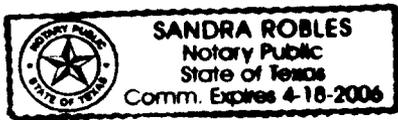
By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 25 day of July, 2006, by Michael Sinacola, Vice President of Mario Sinacola & Sons Excavating, Inc. a Texas corporation, on behalf of said corporation.



Sandra Robles
Notary Public, State of Texas

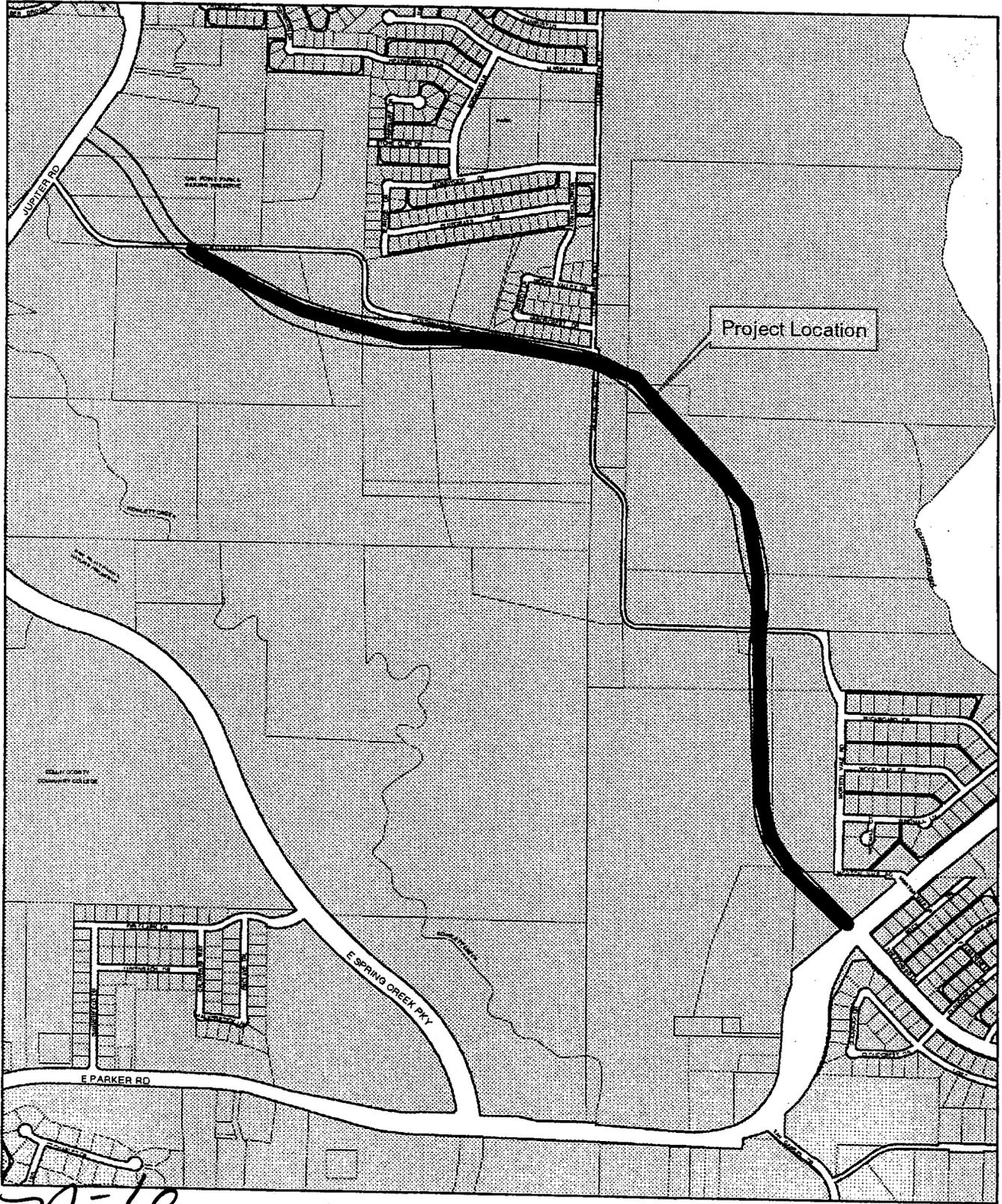
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by _____ 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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Los Rios Boulevard Phase I (Jupiter Rd. to Parker) Project No. 4808



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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: 8/14/06		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineer		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	8/7/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	8/8/06
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		
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 GRADE CROSSING IMPROVEMENTS AGREEMENT				
CAPTION				
Approve a Grade Crossing Improvements Agreement with the Kansas City Southern Railway Company in the amount of \$130,497.00, for replacement of existing grade crossing at Plano Parkway just east of US 75.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	95,181	760,000	0	855,181
Encumbered/Expended Amount	-95,181	-111,916	0	-207,097
This Item	0	-130,497	0	-130,497
BALANCE	0	517,587	0	517,587
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement CIP. This item, in the amount of \$130,497, will leave a current year balance of \$517,587 for the Railroad Crossing project.				
STRATEGIC PLAN GOAL: Railroad crossing grade replacement relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The attached agreement with the KCS Railroad provides for the replacement of the existing crossing with a new concrete crossing. The estimated cost of this will be \$130,497.00, of which 80% will be reimbursed by TxDOT. The crossing replacement will require that Plano Parkway be totally closed. The crossings of US 75 will also be replaced and coordinated with the work at Plano Parkway.				
List of Supporting Documents: Grade Crossings Improvement Agreement Location Map		Other Departments, Boards, Commissions or Agencies N/A		

GRADE CROSSING IMPROVEMENTS AGREEMENT

THIS GRADE CROSSING IMPROVEMENTS AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 2006 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation called herein "KCS", and **THE CITY OF PLANO, TEXAS**, a ^{TEXAS HOME RULE}~~MUNICIPAL~~ corporation, to be addressed at P.O. Box 860358, Plano, Texas 75086-0358, called herein "City".

WHEREAS, there is an existing public road crossing in Plano, Texas, which crosses KCS's tracks at Plano Parkway, Mile Post C-590.19 Alliance Subdivision, DOT No. 789632P; and

WHEREAS, City desires to replace the existing crossing surface with concrete surface; and

WHEREAS, KCS is agreeable to performing the crossing surface work, but only upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KCS and City hereby agree as follows:

1. KCS shall provide the necessary materials and labor to reconstruct the grade crossing surfaces from end of tie to end of tie for the at-grade crossing of Plano Parkway, DOT 789632P, Mile Post C-590.19 in Plano, Texas ("Work"). Prior to KCS performing any work on this project, City will deposit with KCS the amount of ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$130,497.00) ("Estimated Cost") to cover the estimated cost of the concrete surface panels, along with the estimated transportation, shipping and handling costs for the timber panels (the "Associated Costs"). KCS shall be under no obligation to provide any materials or perform any labor hereunder until the City has paid to KCS the full amount of the Estimated Cost in good and sufficient funds. Upon completion of the Work (as determined by KCS in its reasonable discretion), KCS shall determine the actual cost of the Work. Should the cost be more than the estimate, City will reimburse KCS for its additional cost upon receipt of a properly documented invoice. Should the cost be less than the estimated cost, then KCS will refund the difference to City. City acknowledges that the actual cost of the Work owed by City may be higher than the Estimated Cost.

2. KCS agrees to complete the Work in a manner deemed reasonable and customary by KCS. Except as provided in the preceding sentence, **ALL WORK IS PROVIDED IN ITS "AS IS" AND "WHERE IS" CONDITION WITH NO WARRANTIES OR**

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REPRESENTATIONS AS TO THE CONDITION OF OR THE PERMITTED USES OF THE IMPROVEMENTS OR THE WORK WHATSOEVER. THE CITY ACKNOWLEDGES THAT KCS HAS NOT MADE, DOES NOT HEREBY MAKE, AND SHALL NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST OR PRESENT, OF, AS TO, CONCERNING OR WITH RESPECT TO THE MATERIAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING: (I) THE NATURE, QUALITY OR CONDITION OF THE WORK OR COMPONENTS THEREOF; (II) THE FITNESS OR SUITABILITY OF THE WORK FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY OR ANY OTHER PARTY MAY CONDUCT WITH RESPECT THERETO; (III) THE COMPLIANCE OF THE WORK WITH ANY LAWS, RULES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR ANY OTHER PERSON; (IV) THE DESIGN OF THE WORK OR ANY PART THEREOF; (V) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN AND/OR ENGINEERING OF THE WORK; (V) THE QUALITY OF LABOR AND/OR COMPONENTS (INCLUDING THE COMPOSITION THEREOF) USED IN THE WORK; AND/OR (VI) ANY OTHER MATTERS WITH RESPECT TO THE WORK.

3. City, at its sole cost and expense, shall provide and be responsible for all necessary materials and labor to reconstruct the portions of the at-grade crossing outside the ends of ties. City will install the asphalt road approaches, drainage, pavement markings and arrange for disposal of the spoil removed from the crossings, close the roadway to all vehicular and truck traffic during construction, arrange for all construction and warning signs and barricades, and be responsible for any required or otherwise appropriate notification of the public.

4. At or prior to execution hereof, the City shall furnish KCS with a certified copy of the resolution(s) or ordinance(s) adopted by the governing body of City of Plano, Texas authorizing the Mayor or City Manager to execute this Agreement on behalf of City. City represents that all official action required by the City as a condition precedent to City's due execution hereof has taken place and is still in full force and effect on the date hereof, and this Agreement represents the valid and binding agreement of the City enforceable in accordance with the terms hereof.

5. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) required during the Project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards.

6. Upon completion of the Work contemplated herein, the crossing surface between the ties will thereafter be maintained by KCS. The City shall in all cases be responsible for maintaining and keeping in good order at its expense all areas related to the crossing outside the area between the ties.

7. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Texas Department of Transportation, in connection with all matters contemplated herein. All work contemplated herein will be done in accordance with the Uniform Manual of Traffic Control Devices.

8. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

KCS: The Kansas City Southern Railway Company
Post Office Box 219335
Kansas City, Missouri 64121-9335
Attention: [Senior V.P. International Engineering]

City: **THE CITY OF PLANO, TEXAS**
P.O. Box 860358
Plano, Texas 75086-0358
Attention: Thomas H. Muehlenbeck

Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused. Any changes in the names or addresses set out above shall be through notice in conformity with the requirements of this Section.

9. This Agreement is governed by and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

10. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and to the extent permitted by applicable law, any such term or provision will be restricted in applicability or reformed to the minimum extent required for such term or provision to be enforceable.

11. This Agreement shall not be amended or modified except as may be agreed upon in writing by each of the parties hereto.

12. This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between such parties with respect to the subject matter of this Agreement.

13. This Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which taken together will constitute one and the same instrument), and may be delivered by facsimile transmission.

14. This Agreement may not be assigned by City without the prior written consent of KCS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

**THE KANSAS CITY SOUTHERN RAILWAY
COMPANY**

Name: _____
Title: _____
Date: _____

CITY OF PLANO, TEXAS

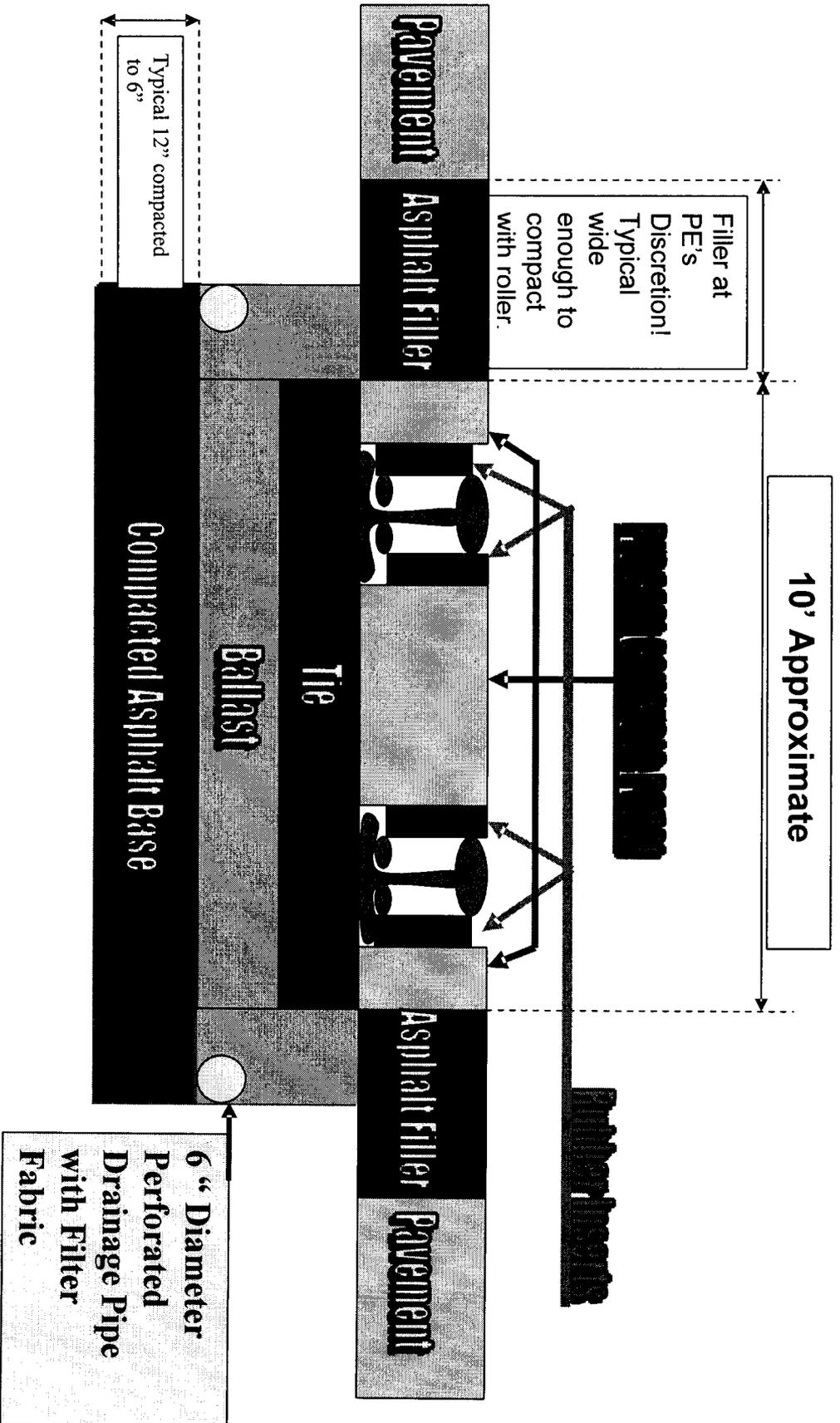
Thomas H. Muchlenbeck
Title: _____
Date: _____

Approved as to form:

City Attorney, Diane Wetherbee

0-5

CROSSSECTION OF PROPOSED CONCRETE CROSSING SURFACE



0-6

ESTIMATE

Date: 01/13/05

Applicant: City of Plano

Location: Plano, TX

Dot #: 789-632 P

Mile Post: C-590.19

Road Name: Plano Parkway

Project #: TBA

Asset #: 982087

Project Summary:

Install (1) 130' concrete crossing, new filter fabric, new ballast, new drainage pipes and extension of existing hardpan to incorporate the widening, and to be built to the UP/BN Western Railroad Standard 8' concrete sectionson 10' ties.

All items may or may not be used, if not, the final billing will reflect actual quantities.

TRAFFIC CONTROL AND ROAD CLOSURE TO BE HANDLED BY CITY OF PLANO, THIS WORK TO BE DONE IN CONJUNCTION WITH SURFACE WORK BEING PREFORMED AT US 75 NORTHBOUND EXIT RAMP.

US 75 NORTHBOUND EXIT RAMP, WORK , TRAFFIC CONTROL AND CLOSURE TO BE HANDLED BY TX DOT BOTH JOBS ARE TO BE COORDINATED BETWEEN TXDOT, CITY OF PLANO AND KCS RAILWAY CO.

THIS ESTIMATE IS BASED ON TWO DAYS WEEKEND WORK AND 2 DAYS WEEKDAY WORK TO MINIMIZE INCONVIENCE TO MOTORING PUBLIC

THIS IS AN ESTIMATE OF COST. INDIVUAL PRICES AND FINAL BILL MAY VARY. THE FINAL BILLING WILL REFLECT ACTUAL DOCUMENTABLE PRICES

DO NOT DISTURB THE EXISTING HARD PAN OF THE EXISTING CROSSING.

Estimated Project Cost \$130,497

Grading - Subgrade Preparation

(1) Materials

100	Net Tons - Asphalt for Filler	
	\$50.00 per Net Ton	\$5,000
65	Net Tons - 12" Asphalt Subbase for extension	
	\$50.00 per Net Ton	\$3,250
250	Net Tons - Ballast Material	
	\$50.00 per Net Ton	\$12,500
300	L.F. - 6" Perforated CMP	
	\$6.50 per L.F.	\$1,950
4	Ea. - 6" - 45'00" Elbow Connections	
	\$35.00 Ea.	\$140
24	Ea. - 6" Bands for CMP	
	\$35.00 Ea.	\$840

Total Materials Cost \$23,680

0.7

(2) Contractor Labor and Equipment

24	Hours - (2 Ea.) Trackhoe with Operator \$85.00 per Hour (Weekday)	\$4,080
24	Hours - (2 Ea.) Trackhoe with Operator \$127.50 per Hour (Weekend)	\$6,120
24	Hours - Dump Truck with Operator \$45.00 per Hour (Weekday)	\$1,080
24	Hours - Dump Truck with Operator \$67.50 per Hour (Weekend)	\$1,620
24	Hours - Dozer with Operator \$65.00 per Hour (Weekday)	\$1,560
24	Hours - Dozer with Operator \$97.50 per Hour (Weekend)	\$2,340
24	Hours - Steel Wheel Roller with Operator \$25.00 per Hour	\$600
24	Hours - Steel Wheel Roller with Operator \$37.50 per Hour	\$900
24	Man Hours - Miscellaneous Labor \$25.00 per Hour	\$600
24	Man Hours - Miscellaneous Labor \$37.50 per Hour	\$900
48	Man Hours - Flagging (Rail Pro) \$80.00 per Hour	\$3,840
48	Man Hours - Contract Recordkeeping & Completion Reports \$50.00 per Hour	\$2,400
2	Days weekend opening charge for asphalt plant \$1,000.00 Per Day (estimated)	\$2,000
1	Disposal of Spoil \$5,000.00 LOT - Estimated	\$5,000

Total Contractor Cost

\$33,040

0-8

(1) Materials

130	L.F. - Prefabricated Concrete Crossing Panel for 136RE Rail		
	\$165.00 per L.F.	\$21,450	
3	Ea. - 80' 115# or 136# Prefabricated Track Panel 10' Oak Ties on 19 1/2" centers		
	\$5,165.08 Ea.	\$15,495	
8	Ea. - Plasma Welds		
	\$400.00	\$3,200	
8	Ea. - Oak Ties		
	\$38.00 Ea.	\$304	
16	Ea. - New 136RE Tie Plates		
	\$5.46 Ea.	\$87	
32	Ea. - 136RE Rail Anchors		
	\$1.02 Ea.	\$33	
80	Ea. - Track Spikes		
	\$0.28 Ea.	\$22	
2400	Sq. Ft. - Filter Fabric		
	\$0.25 per Sq. Ft.	\$600	
5	% Freight and Handling of Materials	\$2,060	
6	% State and Use Tax on Materials	\$2,471	
	Total Materials Cost		\$45,722

(2) Labor

32	Project Management		
	\$60.00 per Hour	\$1,920	
24	Man Hours to Remove Existing Crossing		
	\$25.00 per Man Hour (Weekday)	\$600	
24	Man Hours to Remove Existing Crossing		
	\$37.50 per Man Hour (Weekend)	\$900	
24	Man Hours to Reconstruct Track		
	\$25.00 per Man Hour (Weekday)	\$600	
24	Man Hours to Reconstruct Track		
	\$37.50 per Man Hour (Weekend)	\$900	
24	Man Hours to Install New Crossing		
	\$25.00 per Man Hour (Weekday)	\$600	
24	Man Hours to Install New Crossing		
	\$37.50 per Man Hour (Weekend)	\$900	
10.55	% Vacation and Holidays	\$677	
18.31	% Health and Welfare	\$1,176	
26.73	% Railroad Retirement and Unemployment	\$1,897	
1.95	% Supplemental Pension	\$138	
12.5	% Railroad Public Liability Insurance	\$803	
	Total Labor Cost		\$11,111

0-9

(3) Equipment

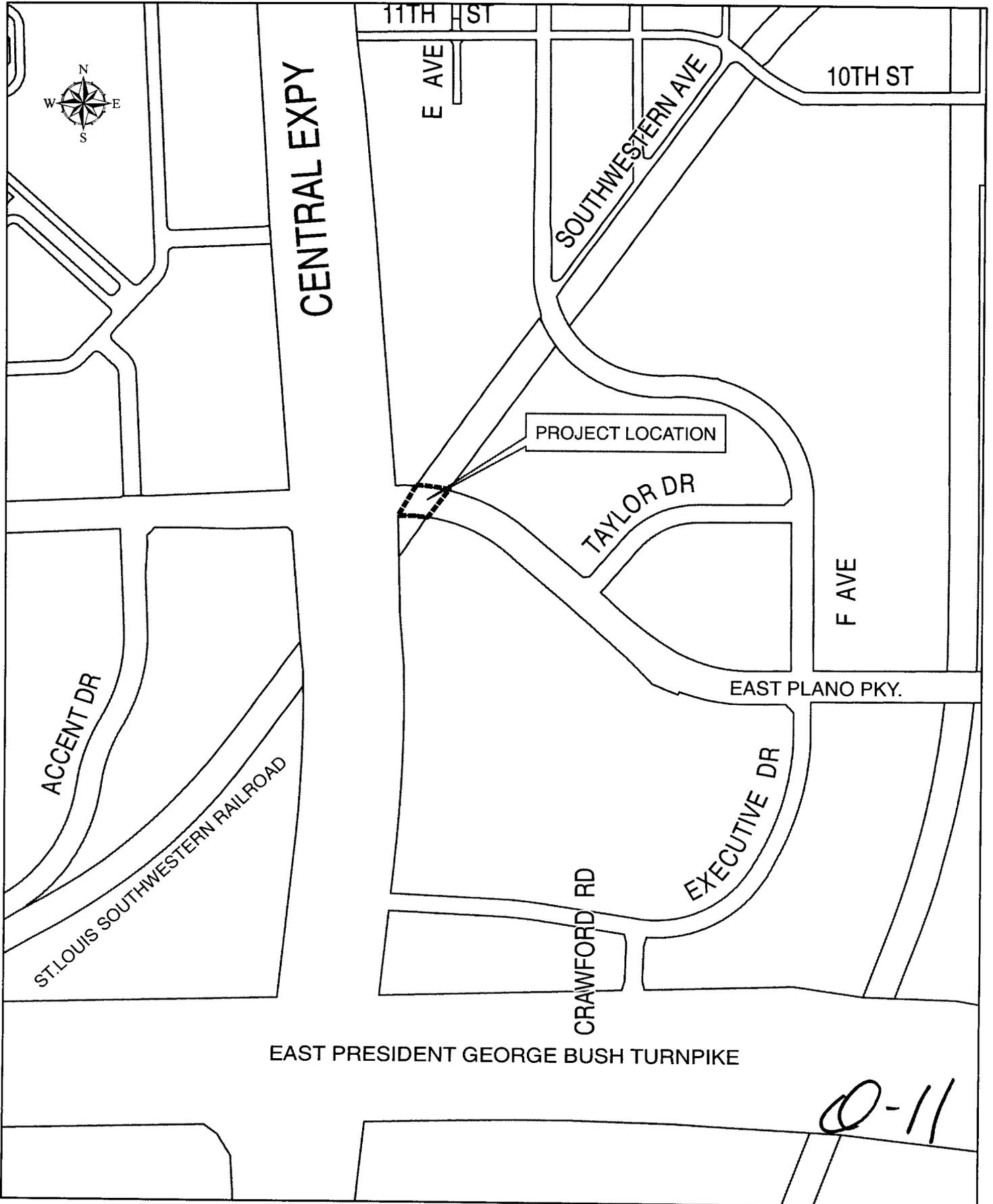
4 Days - 2 Heavy Duty Drills \$22.00 per Day	\$176
4 Days - 2 Impact Wrenches \$22.00 per Day	\$176
4 Days - 2 Air Compressors \$65.00 per Day	\$520
2 Day - Automatic Tamper with Operator \$1,149.00 per Day	\$2,298
2 Day - Ballast Regulator with Operator \$520.00 per Day	\$1,040
96 Hours - 2 Section Trucks with Rail Units \$25.33 per Hour	\$4,863
96 Hours - Roadmaster Truck with Rail Units \$12.61 per Hour	\$1,211
48 Hours - Welding Truck with Rail Units \$63.75 per Hour	\$3,060
6 Hours - Work Train to Unload Ballast \$600.00 per Hour	\$3,600

Total Equipment Cost **\$16,944**

Estimated Project Cost **\$130,497**

0-10

RAILROAD GRADE CROSSING





**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:	8/14/06	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>				
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 TXU DEED - N AVE				
CAPTION				
To approve the execution of a deed with TXU Electric Delivery Company for the acquisition of 8,892 sq. ft. of land in the F.J. Vance Survey, Abstract No. 933, for N Avenue, located north of SH 190, for \$26,676.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	150,000	150,000
Encumbered/Expended Amount		0	0	0
This Item		0	-26,676	0
BALANCE		0	123,324	150,000
TOTALS				
				300,000
				0
				-26,676
				273,324
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement CIP. This item, in the amount of \$26,676, will leave a current year balance of \$123,324 for the N Avenue – Plano Parkway to SH 190 project. STRATEGIC PLAN GOAL: Land acquisition for street extension relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff has been working with several property owners on the extension of N Avenue from Plano Parkway to SH 190 service roads. TXU owns a 150 foot wide transmission right of way which is crossed by the proposed road. TXU has agreed to sell the needed right of way, 8,892 sq. ft. of land, to the City for \$3.00/sq. ft., or a total of \$26,676.00. Approval of this item will authorize the City Manager to execute the deed for this acquisition.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Deed Without Warranty		N/A		
Location Map				

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever. Grantor does not make to Grantee, or its successors and assigns, any representations as to the title to the Property and Grantor does hereby convey to Grantee, its successors and assigns, the Property without warranty of title, either express or implied, and specifically excluding the warranties of title arising by virtue of §5.023 of the Texas Property Code (or its successor) and all other warranties of title that might arise by common law or statute.

EXECUTED this the _____ day of _____, 2006.

TXU ELECTRIC DELIVERY COMPANY

By: _____

Thomas F. Newsom
Attorney-In-Fact

Accepted By:

THE CITY OF PLANO, TEXAS

By: _____

Name: Thomas H. Muehlenbeck

Title: City Manager

Approved as to Form:

Diane Wetherbee, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas H. Muehlenbeck, as City Manager of the City of Plano, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of City Manager, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he/she was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D.2006.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas F. Newsom, Attorney in Fact of **TXU ELECTRIC DELIVERY COMPANY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of TXU Electric Delivery Company, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D.2006.

Notary Public in and for the State of Texas

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EXHIBIT A

**FIELD NOTES DESCRIBING A 8,892 SQUARE FOOT TRACT OF LAND
LOCATED BETWEEN PLANO PARKWAY AND STATE HIGHWAY 190 IN
THE CITY OF PLANO, COLLIN COUNTY, TEXAS, TO BE DEDICATED AS
AVENUE "N"**

BEING a tract of land situated in the F.J Vance Survey, Abstract Number 939, Collin County, Texas, and being a part of that called 14.54 acre tract of land described in deed to Texas Power & Light Company as recorded in Volume 584, Page 423, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the southeast corner of Lot 5, Block 1, of said Palisades Business Park No. 6, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet J, Page 387, Plat Records, Collin County, Texas, said point also being on the north line of said Texas Power & Light Company tract;

THENCE South 00 degrees 28 minutes 41 seconds East, over and across said Texas Power & Light Company tract, at a distance of 2.63 feet passing a 1/2 inch found iron rod, in all a total distance of 150.01 feet to a 1/2 inch set iron rod with cap for corner, said point being on the south line of said Texas Power & Light Company tract and the north line of the remainder of a called 99.4993 acre tract of land described in deed to Caroline Hunt Trust Estate as recorded in Volume 1744, Page 825 D.R.C.C.T.;

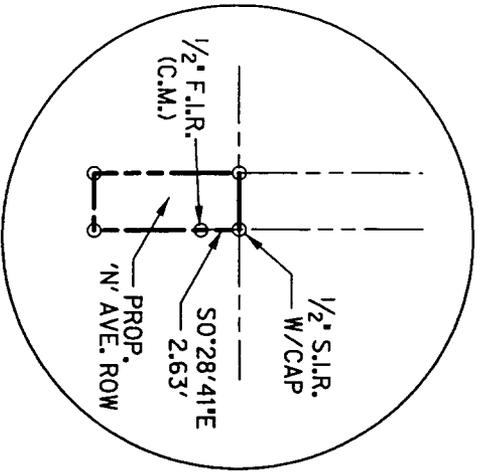
THENCE South 89 degrees 33 minutes 36 seconds West, along the common line between said Texas Power & Light Company tract and said Caroline Hunt Trust Estate tract, a distance of 59.28 feet to a 1/2 inch set iron rod with cap for corner;

THENCE North 00 degrees 28 minutes 41 seconds West, over and across said Texas Power & Light Company tract, a distance of 150.01 feet to a 1/2 inch set iron rod with cap for corner on said north line Texas Power & Light Company tract and the south line of said Lot 5, Block 1;

THENCE North 89 degrees 33 minutes 36 seconds East, along the common line between said Texas Power & Light Company tract and said Lot 5, Block 1, a distance of 59.28 feet to the POINT OF BEGINNING and CONTAINING 8,892 square feet or 0.204 acres of land, more or less.

P-5

E. PLANO PARKWAY (105' R.O.W.)

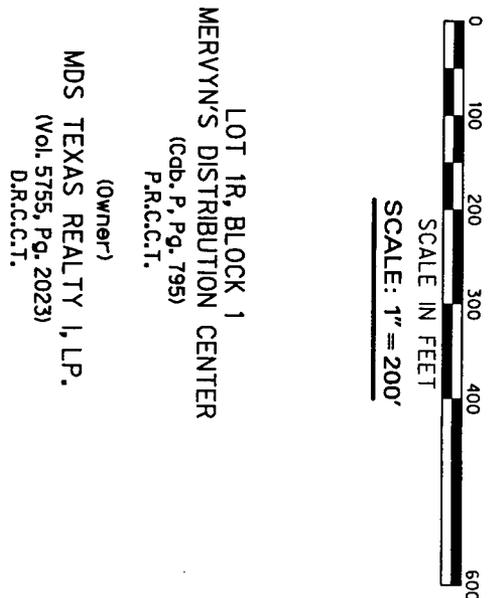


DETAIL

LOT 2, BLOCK A
LUMINATOR ADDITION
(Cdb. 0, Pg. 482)
P.R.C.C.T.

OWNER:
RANDALL INDUSTRIAL, LP.
(Vol. 5618, Pg. 2487)
D.R.C.C.T.

CONCRETE
MONUMENT
(C.M.)



LOT 1R, BLOCK 1
MERYNN'S DISTRIBUTION CENTER
(Cdb. P, Pg. 795)
P.R.C.C.T.

OWNER:
MDS TEXAS REALTY I, LP.
(Vol. 5755, Pg. 2023)
D.R.C.C.T.

LOT 5, BLOCK 1
PALISADES BUSINESS PARK No. 6
(Cdb. J, Pg. 387)
P.R.C.C.T.

30' SANITARY SEWER
EASEMENT
(Vol. 578, Pg. 396)
D.R.C.C.T.

PITMAN PARTNERS, LTD.
(Owner)
CC No. 93-0050115
D.R.C.C.T.

JAMES BEVERLY SURVEY, ABST. NO. 120
F. J. VANCE SURVEY, ABST. NO. 939

TEXAS POWER & LIGHT COMPANY
(Owner)
(Vol. 584, Pg. 423) D.R.C.C.T.

TXU TRANSFORMER TOWER

PRES. GEORGE BUSH TPKE.
(VARIABLE WIDTH R.O.W.)

LEGEND:

1/2" S.I.R. W/CAP 1/2" SET IRON ROD WITH CAP
STAMPED "HALFF ASSOC. INC."

C.M. CONTROL MONUMENT

CAROLINE HUNT TRUST ESTATE
(Owner)
(Vol. 1744, Pg. 825)
D.R.C.C.T.

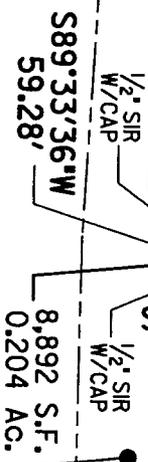


EXHIBIT
PROPOSED
AVENUE N DEDICATION

SITUATED IN THE
F. J. VANCE SURVEY, ABST. NO. 939
CITY OF PLANO, COLLIN COUNTY, TEXAS

FOR
COMPONENT CONSTRUCTION

BY
Half Associates, Inc.

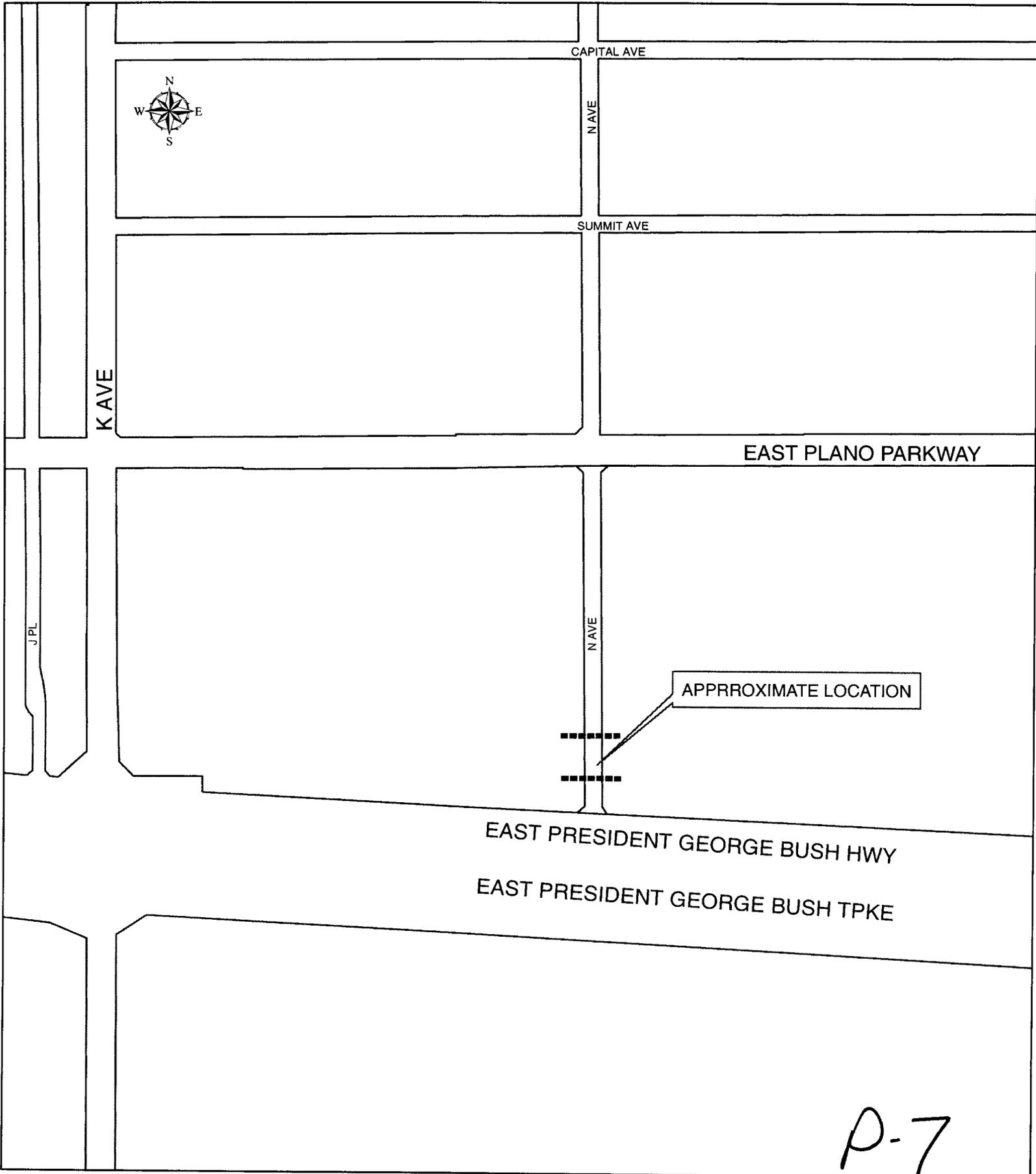
ENGINEERS - ARCHITECTS - SCIENTISTS - PLANNERS - SURVEYORS
ONE NORTHWEST PLAZA DRIVE DALLAS TEXAS 75201 TEL. (214) 346-8000

SCALE 1"=200' AVO. 23547T MARCH 2006

EXHIBIT-A2-23547.dgn

Handwritten signatures and initials, including a large '9' and a signature that appears to be 'J. Vance'.

TXU TRANSMISSION RIGHT OF WAY



P-7



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 08/14/2006		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Police Department		Initials	Date	
Department Head	Gregory W. Rushin		<i>[Signature]</i>	<i>8/10/06</i>	
Dept Signature:	<i>[Signature]</i>		Executive Director	<i>8/11/06</i>	
Agenda Coordinator (include phone #):		Pam Haines, ext 2526			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Frisco Independent School District: providing terms and conditions for the operation of the Police/School Liaison Program: authorizing its execution by the City Manager, or in his absence, an Executive Director; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> 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	41,941	41,941
BALANCE		0	0	41,941	41,941
FUND(S): GENERAL FUND					
COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department for 50% of the cost of one (1) Police Officer assigned to the School Liaison Program for the period from October 1, 2006 through September 30, 2007.					
STRATEGIC PLAN GOAL: Reimbursement of Plano Police in FISD schools relates to the City's Goal of a "Premier City for Families".					
SUMMARY OF ITEM					
This agreement is for the period October 1, 2006 through September 30, 2007. It is an ongoing agreement in which for the fiscal year 2006-2007, FISD is contributing 50% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.					
List of Supporting Documents: Agreement and Attachments		Other Departments, Boards, Commissions or Agencies			

Q-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE FRISCO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE POLICE/SCHOOL LIASION PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

Q-2

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2006, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in the 2006-2007 fiscal year, to be assigned to duties described in the 2006-2007 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2006, and ending the 30th day of September 2007.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if FISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides FISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$3,739.81 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

Q-4

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2006-2007 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

Q-5

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISC shall be deemed given when delivered in person to the Superintendent of Schools of FISC or on the next business day after the mailing of said notice addressed to said FISC by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISC does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all

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expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless Fisd and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By: _____
Thomas H. Muehlenbeck, City Manager

Frisco Independent School District

By: Richard Wilkinson
Richard Wilkinson

Title: _____
Assistant Superintendent, Facilities and Services
Frisco Independent School District

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ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

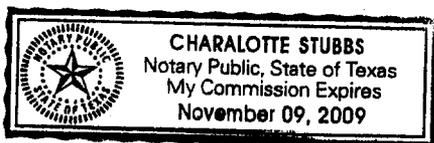
This instrument was acknowledged before me on the _____ day of _____, 2006 by **THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 19 day of June, 2006 by Richard Wilkinson, **Assistant Superintendent, Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Charlotte Stubbs
Notary Public in and for the State of Texas

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MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2006-2007

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2006-2007:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with Fisd administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Plano Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as needed.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to Fisd's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other Fisd staff will be compensated at the Plano Police Department overtime rate by Fisd. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Plano.

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Page 2
Administrative Guidelines
School Year 2006-2007

- c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 7(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
- 8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Plano Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.
- 9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
- 10. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
- 11. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Plano Police Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin _____ Date
Chief, Plano Police Department

 _____ Date
Richard Wilkinson 6/19/06
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

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MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2006-2007

The following operational guidelines are adopted for school/police operations during school year 2006-2007. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

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Page 2
Operational Guidelines
School Year 2006-2007

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

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Page 3
Operational Guidelines
School Year 2006-2007

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

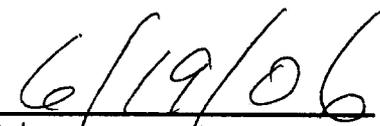
These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date



Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District



Date

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MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
School Year 2006-2007

Purpose Statement: Frisco Campus Crime Stoppers is operated by student board members under guidance of a Fisd sponsor and liaison officer following guidelines issued by the State of Texas. Reward funding is from probation fees collected by the State and distributed through the Dallas Area Crime Commission. Specific guidelines must be followed to ensure the credibility of the program and to meet legal requirements. The benefits of the program are anonymity of informants, an anonymous tip line, and student involvement in campus safety and security.

The following guidelines are adopted for the Campus Crime Stoppers (CCS) program during the school year 2006-2007.

1. Student board members operate the program under the guidance of the Plano Police Department and the Frisco Independent School District.
2. The police department will provide the coordinator to oversee the program, perform annual audits, and maintain the reward funds.
3. School liaison officers will act as campus advisors.
4. The school district will provide an administrative advisor and a sponsor at each campus.
5. The sponsors will be responsible for:
 - Help select student board members
 - Act as advisors for student board members
 - Help educate students and staff about the program
 - Attend training
 - Coordinate student board activities, training, fundraising, community service projects, and functions
 - Attend annual state conferences as needed
6. The liaison officers will be responsible for:
 - Completing and distributing bank slips for reward payments
 - Presenting cases to the student board
 - Selecting student board members
 - Providing annual training to the students and staff
 - Completing and maintaining reward records and monthly statistical reports
 - Maintaining required records in locking file cabinet

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Campus Crime Stoppers
School Year 2006-2007

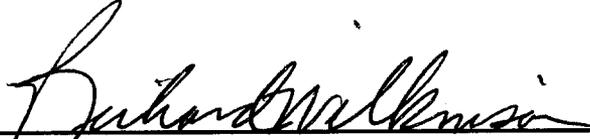
7. The student board members are considered a school committee, established under the student government organization. Each student committee will maintain accounts at their campus for funds raised and donated. These funds will be used for advertisement of the program, training, and student board member activities.
8. Investigations will follow school district and police department policies, procedures, and applicable laws.
9. The anonymous tip line is maintained at the police department.
10. The State has an annual conference for the students and adults involved in the program. Up to two students from each campus can attend the training conference. The number of adults needed to accompany the students depends on how many students attend. The police department will send adequate representation to accompany the students and the school district will send an appropriate number of school sponsors. Substitutes to cover classes for the sponsors who attend the conference will be provided by Frisco Independent School District up to a maximum of three days per campus.
11. All tips from middle school through senior high students made to a school district employee or representative regarding a criminal act must be reported to the liaison officer, regardless of whether charges are filed. The liaison officer will complete the appropriate paperwork so that the student making the tip will be protected with Crime Stopper anonymity.
12. Only persons who have successfully completed the Crime Stopper training provided by the coordinator can present Crime Stopper information to the staff, students, and public. Any other presenters must be pre-approved by the coordinator.
13. The liaison officers need approximately 20 minutes of core class time once a year, preferably, during the first two weeks of school to explain the program to the students and solicit board members. This presentation should be scheduled in a manner that the liaison officer will present the program to the entire student body in groups no larger than three combined classes.
14. The Crime Stopper student activity accounts are kept at each campus with funds raised or donated. These funds are to be used for approved Crime Stopper expenses only, as outlined in Plano Police Department SOP 403.002. The school liaison officer or sponsor will approve expenses less than \$300 and the coordinator must approve expenses \$300 and over.

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Campus Crime Stoppers
School Year 2006-2007

Gregory W. Rushin
Chief, Plano Police Department

Date



6/19/06

Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

Date

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	08/14/06	Reviewed by Legal <i>CR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration	Initials	Date	
Department Head	Mark Israelson	Asst City Manager	<i>SA</i>	8-14-06
Dept Signature:	<i>Mark Israelson by Jan [unclear]</i>	City Manager	<i>[unclear]</i>	8/17/06
Agenda Coordinator (include phone #):		Becky Rodgers x5105		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: Funds are disbursed by the Collin County Tax Office.				
SUMMARY OF ITEM				
This will authorize the City's Tax Assessor/Collector to make the appropriate property tax refunds totalling \$379.83.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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PLANO CITY - OPART REFUNDS
Batch Number 02

FIDO	Account Number	Year	GF / Loan
345641	R-0340-018-006B-1	2003	
COUNTRYWIDE HOME LOANS FTXA 492 7105 CORPORATE DR PLANO, TX 75024			
	23 City of Plano		\$379.83
Batch Total:			<u><u>\$379.83</u></u>

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 8/14/06		Reviewed by Legal <i>WZ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Library Administration		Initials	Date
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	8-3-06
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	8/7/06
Agenda Coordinator (include phone #): Mary Ann Dunnivant (Ext. 4208)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT OTHER <input type="checkbox"/>				
CAPTION				
Approving receipt of funds in the amount of \$22,500 from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant ("PAC HUG") to Plano Public Library System to fund replacement of Plano Public Library System computer lab public access computers at Gladys Harrington Library; and authorizing the City Manager or his designee to execute all necessary documents for receipt of the funding.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	22,500	0
BALANCE		0	22,500	0
FUND(S): STATE LIBRARY GRANTS FUND				
COMMENTS: THE GRANT CONTRACT, IF APPROVED, PROVIDES FUNDING IN THE AMOUNT OF \$22,500 FOR PLANO PUBLIC LIBRARY SYSTEM PURCHASES AND PROGRAMS.				
STRATEGIC PLAN GOAL: THIS ITEM RELATES TO THE CITY'S GOAL OF "PREMIER CITY FOR FAMILIES" AND "SERVICE EXCELLENCE."				
SUMMARY OF ITEM				
Plano Public Library System (PPLS) recommends Plano City Council approve this Texas State Libraries and Archives Commission Gates Public Access Computer Hardware Upgrade Grant ("PAC HUG") in the amount of \$22,500 to fund replacement of PPLS computer lab public access computers at Gladys Harrington Library.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
1. Letter from Texas State Library and Archives Commission dated May 24, 2006. 2. Texas State Library & Archives Commission Gates Public Access Computer Hardware Upgrade Grant ("PAC HUG") as Exhibit "A" to the Resolution.				

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May 24, 2006

Joyce Baumbach
PLANO PUBLIC LIBRARY SYSTEM
2501 COIT RD
PLANO, Texas 75075

Re: Gates Foundation Public Access Computer Hardware Upgrade Grant Program (PAC HUG)
Award Announcement

Lorenzo de Zavala
State Archives and
Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos St.
Austin, Texas
78701

www.tsl.state.tx.us

Commission Chairman
Sandra J. Pickett

Members
Sharon T. Carr
Diana Rae Hester Cox
Martha Doty Freeman
Cruz Hernandez
Sandra G. Holland
Sally Reynolds

Director and Librarian
Peggy D. Rudd

Assistant State Librarian
Edward Seidenberg

*Making
information
work
for all
Texans*

Dear Joyce Baumbach,

The Texas State Library and Archives Commission is pleased to announce that our PAC HUG grant application has been accepted by the Bill & Melinda Gates Foundation! The Texas State Library will award \$1,250.00 per eligible public access computer. PLANO PUBLIC LIBRARY SYSTEM and one or more branches are eligible to receive **\$22,500.00** to replace computer lab PACs. You will have until **December 31, 2008** to replace those computer(s) designated as Priority 4 (computer labs). *There is an appendix attached to this letter detailing each library building's allocation.*

To begin the funding process, within this packet, there are two copies of the contract between your library and the State Library. Please have both signed by your authorized signatory and return **BOTH** to us as soon as possible, but no later than **June 30, 2006**. For your convenience, we have included a self-addressed envelope. As specified in the contract, we will **NOT** send any funds until we receive your signed contract. Once we receive the signed contract, funds will be sent as soon as possible via direct deposit to your library's account. We will utilize the same funding instructions currently on file for the Loan Star Libraries grant program. At that time, we will forward you one fully executed contract, details on computer system requirements, as well as other helpful information, including information on purchasing options and reporting.

If, for some reason, you are unable to meet the June 30 deadline, please contact me immediately and I will work with you to set a realistic deadline. But please keep in mind; this will reduce the length of time you will have to replace your PACs.

I look forward to working with you as the State Library implements this grant program. Please let me know if you have any questions or concerns.

Regards,


Stacey L. Malek
Librarian II
512-463-4076
Stacey.malek@tsl.state.tx.us

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Appendix
Contract Number: 434-07219

Library Name	Gladys Harrington Library
Number of Priority 4 PACs	18
Amount of funds for Priority 4	\$22,500.00
<i>Total Due</i>	<i>\$22,500.00</i>

Total Due for all Library Buildings \$22,500.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING RECEIPT OF FUNDS IN THE AMOUNT OF \$22,500 FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION – GATES PUBLIC ACCESS COMPUTER HARDWARE UPGRADE GRANT (“PAC HUG”) TO PLANO PUBLIC LIBRARY SYSTEM TO FUND REPLACEMENT OF PLANO PUBLIC LIBRARY SYSTEM COMPUTER LAB PUBLIC ACCESS COMPUTERS AT GLADYS HARRINGTON LIBRARY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS FOR RECEIPT OF THE FUNDING.

WHEREAS, the City of Plano Public Library System has applied for and received \$22,500.00 from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”) to fund replacement of Plano Public Library System computer lab public access computers at Gladys Harrington Library; and

WHEREAS, the City of Plano Public Library System desires to sign a grant contract between the Texas State Library and Archives Commission and the City of Plano for receipt of Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”) funds in the amount of \$22,500.00 (see Exhibit “A”); and

WHEREAS, the City Council of the City of Plano, Texas, finds that the public’s best interest is served by authorizing receipt of the monies from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”) to fund replacement of Plano Public Library System computer lab public access computers at Gladys Harrington Library.

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The Plano Public Library System has approval to accept the \$22,500.00 funding from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”). The City Manager or his designee shall execute all necessary documents for receipt of the funding.

SECTION II. The monies from the Texas State Library and Archives Commission – Gates Public Access Computer Hardware Upgrade Grant (“PAC HUG”) shall fund replacement of Plano Public Library System computer lab public access computers at Gladys Harrington Library.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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TEXAS STATE LIBRARY & ARCHIVES COMMISSION
GATES PUBLIC ACCESS COMPUTER HARDWARE UPGRADE GRANT
"PAC HUG"
Grant Type B - Multiple Priority Award
Grant Number: 434-07219

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Grantee: City of Plano, Plano Public Library System
2501 COIT RD
PLANO, TX 75075

II. TERM OF GRANT

The grant program outlined in this contract is effective from the date the contract is fully executed until **December 31, 2008**.

This contract is effective from the date this contract is fully executed until all final reports have been submitted or **January 31, 2009**, whichever is later.

III. STATEMENT OF SERVICES TO BE PERFORMED

The **Bill and Melinda Gates Foundation** (the Foundation) is providing grant funds to eligible libraries in Texas. These funds have been made available from the Foundation under the Public Access Computer Hardware Upgrade Grant (PAC HUG) program, which is being administered in Texas by the Texas State Library and Archives Commission (TSLAC).

The Grantee acknowledges that the purpose of the PAC HUG program is to provide grant funds to libraries that were granted NT-based public access computers (NT PACs) by the Foundation between 1997 and 2000. PAC HUG is to help eligible libraries upgrade or replace existing systems so that the systems will be easier to support and upgrade in the future.

Eligible libraries have been designated to receive grant funding for one or more upgraded computer system(s); in an amount not to exceed, **\$1,250.00** of grant funds per approved computer system. The designated libraries must use all grant funds to purchase eligible computer components, software, services, and/or complete new computer systems to serve as upgrade/replacements for existing PACs originally offered by the Foundation.

Eligible libraries have been designated to receive grant funds in one or more of the following categories.

Priority 1 Awards - Libraries still utilizing NT PACs. These libraries have until December 31, 2006 to replace eligible NT PAC computers. Libraries **MUST** submit a second online inventory using TechAtlas to verify the replacement.

Priority 2 Awards - Libraries that have already replaced eligible NT PACs. Priority 2 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 2 libraries **DO NOT** have to submit a second TechAtlas inventory.

Priority 3 Awards - Libraries which were eligible for the first Gates Foundation grant five years ago, but that elected not to participate. Priority 3 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 3 libraries **DO NOT** have to submit a TechAtlas inventory.

Priority 4 Awards - Libraries that are designated as computer labs. Priority 4 libraries have until December 31, 2008 to spend funds on new/replacement computers and/or equipment. Priority 4 libraries **DO NOT** have to submit a TechAtlas inventory.

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IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

Per grant guidelines, the Grantee is eligible for funds to replace or upgrade 18 PACs. Grantee will receive \$1,250.00 of grant funds per eligible NT PAC, with the total amount of this grant not to exceed **\$22,500.00**.

Source of funds: **TSLAC Gates Foundation PAC HUG Grant, State FY 2006**

Payment for this grant will be funded in full upon delivery to Grantor of a legally executed contract. Grantee should receive payment within 20 working days after the Grantor has received the executed contract.

Grantee is entitled to keep all interest earned on these grant funds, and must expend the interest earned on eligible items only. Grantee may use these funds to supplement the **\$1,250.00** per computer allocation. Grantee must report all interest earned as Program Income in Box 9 on the required Financial Status Report (FSR) form, according to the schedule outlined in Section VI of this contract.

Per the PAC HUG guidelines outlined by the Foundation, funds are authorized only in the following budget category:

<u>Equipment/Property Priority 1</u>	<u>\$0.00</u>
<u>Equipment/Property Priority 2</u>	<u>\$0.00</u>
<u>Equipment/Property Priority 3</u>	<u>\$0.00</u>
<u>Equipment/Property Priority 4</u>	<u>\$22,500.00</u>
Total Awarded	\$22,500.00

Grantee must expend all the grant funds, and must purchase ONLY eligible items outlined in Section V of this contract. Grantees receiving **Priority 1 Awards** must expend those grant funds to replace and/or upgrade the eligible NT PACs not later than **December 31, 2006**. Grantees receiving all other Priority Awards must spend grant funds to replace PACs no later than **December 31, 2008**. **All equipment must be placed in service not later than 30 days after the expenditure deadline.**

V. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. Eligible expenditures are defined by the Foundation as complete public access computer (PACs) systems, to include CPUs, monitors, keyboards, and mice. Individual components for upgrades of the PACs are also eligible, and include hard drives, additional memory, and video, networking or other cards. Additional items that are eligible include any software for the new PACs or upgraded NT PACs; support services, such as extended warranty/technical support and replacement services purchased from the original equipment manufacturer or other support vendors; and installation and configuration or customization of security systems for the new PACs or upgraded NT PACs to ensure long-term sustainability (e.g., the purchase, installation, or configuration of PAC software or hardware security solutions). **NOTE: Funds cannot be used to replace or upgrade staff computers, infrastructure and networking, or peripheral equipment (i.e., furnishings, renovations, network cabling, electrical wiring, switches, firewalls, projection devices, networking equipment, or printers).**
- B. The Grantee will comply with the State of Texas Uniform Grant Management Standards (UGMS) Part III, Subpart C, Sec. 32 (d)(3), which requires certain items of equipment to be maintained on inventory if the item's cost is above \$500.00.
- C. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the executed contract. Grantee agrees to maintain records in accordance with UGMS and governing entity's policies on all equipment/property with an acquisition cost above governing entity's capitalization level.
- D. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under the grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in any required property inventory, and must follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile equipment/property records with a physical inventory of the equipment/property every two years. The inventory does not need to be submitted to Grantor, but must be

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maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e).

XIX. REPORTING REQUIREMENTS

A. If Grantee receives **Priority 1 Award** funds, the Grantee agrees to comply with all of the following reporting requirements:

1. The Grantee agrees to complete an online TechAtlas inventory within 30 days of placing the eligible items in service, but no later than **January 31, 2007**. This inventory will confirm the replacement of eligible NT PAC computers with upgraded equipment and/or systems.
2. The Grantee agrees to submit a TSLAC Financial Status Report (FSR) form within 30 days after all monies have been expended and all equipment has been placed in service, but not later than **January 31, 2007**. Grantee must submit a final FSR, and should mark this FSR as "Final". Grantee should not submit any subsequent FSR forms, unless revisions to the Final FSR are necessary.
3. The Grantee agrees to submit the PAC HUG Equipment/Property Acquired Report with the Final Financial Status Report (FSR) within 30 days after all monies have been expended and all equipment has been placed in service, but not later than **January 31, 2007**. The report must show all eligible items purchased for the grant project, including expenditures of TSLAC funds, Program Income (interest earned on TSLAC funds), and Local funds added to the project, if any. The final Total Expenditure Amount must equal the total of the amounts reported in the Final FSR, line 7a plus Box 9.
4. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.

B. If Grantee receives **Priority 2, Priority 3, and/or Priority 4 Award** funds, the Grantee agrees to comply with all of the following reporting requirements.

1. The Grantee agrees to submit the TSLAC FSR form for each Priority Award grant funded under this contract no later than the due dates listed in the following schedule, until all grant funds have been expended. Grantee should submit a Final FSR, for each Priority Award, once all grant funds have been expended and all program requirements are accomplished, but no later than **January 31, 2009**. Grantee should not submit any subsequent FSR forms, unless revisions to the Final FSR are necessary. **NOTE:** Grantee must submit a separate FSR for each Priority awarded.

<u>Reporting Period</u>	<u>Due Date</u>
May 1, 2006 to August 31, 2007	September 30, 2007
September 1, 2007 to August 31, 2008	September 30, 2008
September 1, 2008 to December 31, 2008	January 31, 2009

2. The Grantee agrees to submit the PAC HUG Equipment/Property Acquired Report with each FSR for each Priority Award funded under this contract no later than the due dates listed in the following schedule, until all grant funds have been expended. If no expenditures are reported on any one FSR, Grantee is not required to submit the PAC HUG Equipment/Property Acquired form with that FSR. Submitted reports must show all eligible items purchased for the grant project, including expenditures of TSLAC funds, Program Income (interest earned on TSLAC funds), and Local funds added to the project, if any. Reports must be cumulative, listing all items purchased since the beginning of the grant period. The Total Expenditure Amount in the Final Equipment/Property Acquired Report must equal the total of the amounts reported in the Final FSR, line 7a plus Box 9.

<u>Reporting Period</u>	<u>Due Date</u>
May 1, 2006 to August 31, 2007	September 30, 2007
September 1, 2007 to August 31, 2008	September 30, 2008
September 1, 2008 to December 31, 2008	January 31, 2009

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3. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.

VII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the PAC HUG Program Guidelines for SFY 2006 as outlined in this contract.
- B. The Grantee will comply with the following parts of UGMS adopted June 2004, located at:
<http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>
 - Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
 - Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
 - Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- C. All publicity relating to the grant award must include acknowledgement, whenever possible and practical, of **the Bill and Melinda Gates Foundation** as the source of program funds, and the TSLAC as the program administrator. Publicity includes, but is not limited to, press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final FSR.
- D. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- E. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award according to Part III, Subpart C, and Sec. 42 of the UGMS. In general, Grantees must maintain records for a minimum of three years from the date the Grantee submits the final FSR and/or Equipment/Property Acquired form to Grantor.

VIII. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program or other program administered by TSLAC; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor

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expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:

1. The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec. 35) and state law.

IX. CONTACTS AT TSLAC

Questions or concerns about grant or budget issues should be directed to this grant's Project Manager:

Marilyn Johnson
 Phone: 512-463-6627
 Fax: 512-463-8800
 E-mail: mjohnson@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
 Phone: 512-463-6626
 Fax: 512-475-0185
 E-mail: mmartin@tsl.state.tx.us

Documentation relating to Financial Status Report and Equipment/Property Acquired Report forms should be directed to:

Grants Accountant
 Phone: 512-463-5472
 Fax: 512-475-0185
 E-mail: grants.accounting@tsl.state.tx.us

X. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XI. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the PAC HUG Program Guidelines and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Administrative Code Title XIII, §§1.91 – 1.97, and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor

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accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

- C. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- D. In addition to federal requirements, state law requires a number of assurances from applicants for pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)
1. Sub-grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
 2. Sub-grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
 3. Sub-grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 4. Sub-grantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 5. Sub-grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 USC. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 US.. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
 6. Sub-grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC. §§ 276a to 276a-7), the Copeland Act (40 USC. § § 276c and 18 USC. §§ 874), and the Contract Work Hours and Safety Standards Act (40 USC. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
 7. Sub-grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

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- 8. Sub-grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC. 469a-1 et seq.).
- 9. Sub-grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 10. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
- 11. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
- 12. Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Donna Osborne

Donna Osborne, Chief Fiscal Officer

May 25, 2006

Date

Deborah Littrell

Deborah Littrell, Library Development Director

May 25, 2006

Date

Marilyn Johnson

Marilyn Johnson, Contract Manager

May 25, 2006

Date

GRANTEE

City of Plano, Plano Public Library System

Signature (Must be an official empowered to enter into contracts)

Typewritten or Printed Name

Date

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/14/06		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration (681)		Initials	Date	
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	8-1-06	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	8/1/06	
Agenda Coordinator (include phone #):		Mary Ann Dunning (Ext. 4208)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the City of Allen providing the terms and conditions for the library courier services between Allen Public Library and Plano Public Library System in Plano; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	5,018	5,018
BALANCE		0	0	5,018	5,018
FUND(s): GENERAL					
COMMENTS: Approval of this item will result in \$5,018 in revenue from the Interlocal Cooperation Agreement with the City of Allen, Texas. The total amount received will be used for the purchase of library services by and between the City of Plano and the City of Allen. This revenue will be received in FY 2006-07.					
STRATEGIC PLAN GOAL: Receipt of the City of Allen funds relates to the City's Goal of "Service Excellence" and "Premier City for Families."					
SUMMARY OF ITEM					
Approval of this Interlocal Cooperation Agreement between the City of Plano and the City of Allen is requested to provide for sharing of library resources by utilizing courier services to transport materials between the Allen Public Library and the Plano Public Library System.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
1. Interlocal Cooperation Agreement is attached as Exhibit "A" to the resolution.					

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE CITY OF ALLEN PROVIDING THE TERMS AND CONDITIONS FOR THE LIBRARY COURIER SERVICES BETWEEN ALLEN PUBLIC LIBRARY AND PLANO PUBLIC LIBRARY SYSTEM IN PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Allen (See Exhibit "A"), Texas, providing terms and conditions for using a courier service in order to share library resources between Allen Public Library located at 300 North Allen Drive, Allen, Texas and City of Plano Public Library system located at Haggard Library, 2501 Coit Road, Plano, Texas; and

WHEREAS, such sharing of library resources is possible by utilizing courier services to transport materials between libraries; 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.

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF ALLEN, TEXAS
FOR
LIBRARY COURIER SERVICES**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "**PLANO**"), and **CITY OF ALLEN**, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "**ALLEN**").

WHEREAS, PLANO and **ALLEN** are both engaged in the provision of library services and maintenance which are governmental functions and the parties frequently share library resources; and

WHEREAS, such sharing of library resources is possible by utilizing courier services to transport materials between libraries; and

WHEREAS, PLANO will provide courier service for the transportation of library resources and **ALLEN** will pay certain specified charges for these services and both parties agree to enter into a contract for these services pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, sharing of library resources by **PLANO** and **ALLEN** serves the welfare of the citizens, promotes efficiency and effectiveness of both local governments; and

WHEREAS, ALLEN has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, PLANO and **ALLEN**, for the mutual consideration hereinafter stated, agree as follows:

**I.
TERM**

The initial term of this Agreement shall be for the period beginning September 1, 2006, and ending August 31, 2007. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for five (5) successive one (1) year terms commencing on September 1 of each year.

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**II.
DUTIES OF PARTIES**

Plano agrees to provide library courier services using its own personal equipment, between Allen Public Library located at 300 North Allen Drive, Allen, Texas and Haggard Library located at 2501 Coit Road, Plano, Texas, three times per week. This courier service is limited to transportation of books, films and other library materials and excludes the transportation of personnel. The number of van runs may be altered upon a mutual agreement of both library directors.

Upon termination of this Agreement, the courier service shall immediately be terminated.

**III.
PAYMENT TERMS**

The total compensation that **ALLEN** shall pay **PLANO** for the cost of the courier service will be based on a rate per mile. In the first year the total compensation is Two Dollars and Three Cents (\$2.03) per mile. A new rate will be determined each year beginning September 1 of that year. The total compensation each subsequent year will be based on the following formula:

Driver Annual Salary (including benefits) / total miles driven in a year = driver rate per mile

Driver rate per mile + Equipment Service on per mile basis (includes fuel costs, maintenance and vehicle depreciation) x 19.94 miles = total compensation.

The number of miles round trip from the Haggard Library to the Allen Public Library is not to exceed 19.94 miles. The number of miles is calculated by Mapquest.

ALLEN agrees to pay **PLANO** within thirty (30) days of receipt of the invoice. The Library Director for the City of Allen will be invoiced by Plano on a quarterly basis. Payments made pursuant to this Agreement shall be from current revenues available to each party.

**IV.
RELEASE AND HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. **PLANO** shall be responsible for its sole negligence. **ALLEN** shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**V.
FISCAL FUNDING**

ALLEN agrees that no payments owed by it to **PLANO**, including payment in advance for service charges or any sums of any character whatsoever, are or shall become delinquent or in arrears. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

**VI.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between **PLANO** and **ALLEN** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

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**VII.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**VIII.
SEVERABILITY**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party sixty (60) days written notice of its intent to terminate.

**IX.
NONWAIVER**

It is expressly understood and agreed that, in the execution of this Agreement, **PLANO** does not waive nor shall **PLANO** be deemed hereby to have waived any immunity or defense that would otherwise be available to it. It is further agreed that one (1) or more instances of forbearance by Plano in the exercise of its rights herein shall in no way constitute a waiver thereof.

**X.
ASSIGNMENT AND SUBLETTING**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this Agreement. Neither Plano nor Allen will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of Plano. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by **PLANO**, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving 30(thirty) days advance written notice to the other party. In the event of such termination by either party, **ALLEN** shall pay immediately all fees which may be due and owing up to the effective date of termination of this Agreement.

**XIV.
NOTICE OF TERMINATION**

Notice as required by this Agreement shall be in writing delivered to the Director of Libraries via facsimile or certified mail at the addresses listed below:

PLANO

Joyce Baumbach
Director of Libraries
2501 Coit Road
Plano, Texas 75075
Telephone: 972.769.4208
Facsimile: 972.769.4269

ALLEN

Barbara Buehler
Director of Allen Public Library
300 North Allen Drive
Allen, Texas 75013
214.509.4901
214.509.4950

t-8

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

Date: _____

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF ALLEN, TEXAS

BY: _____
Peter H. Vargas
CITY MANAGER

Date: _____

ATTEST:

Shelley B. George, CITY SECRETARY

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2006 by **PETER H. VARGAS**, City Manager of **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, for and on behalf of said corporation.

Notary Public, State of Texas

t-10



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes	Executive Director		
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>[Signature]</i>	<i>8/7/06</i>
Agenda Coordinator (include phone #): Anita Aldridge x7194				

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

CAPTION

A Resolution accepting the Certified Appraisal Roll for fiscal year 2006-2007.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-2007	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0		0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	105,813,070	105,813,070
BALANCE	0	0	105,813,070	105,813,070

FUND(S): GENERAL FUND; GENERAL OBLIGATION FUND

COMMENTS: The 2006-2007 appraisal roll will generate revenues of approximately \$105,813,070 at the proposed tax rate of 46.35 cents per \$100 of assessed property value. This amount has been included within the FY 2006-07 Recommended Budget. If the current tax rate of 45.35 cents is adopted, revenues generated would total \$103,530,156.

STRATEGIC PLAN GOAL: Accepting the Certified Appraisal Roll relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

List of Supporting Documents: Exhibit A - Certification of the 2006 Appraisal Roll by Chief Appraiser Exhibit B - 2006 Certified Totals	Other Departments, Boards, Commissions or Agencies
---	--

U-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ACCEPTING THE CERTIFIED APPRAISAL ROLL FOR FISCAL YEAR 2006-2007, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised, assessed and taxable values of all property and the total taxable value of new property to the City Council; and

WHEREAS, the certification of the 2006 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2006 certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, upon review of the Appraisal Roll and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Roll for Fiscal Year 2006-2007, should be accepted.

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

Section I. The Certified Appraisal Roll for Fiscal Year 2006-2007, as submitted by the City Tax Assessor/Collector, is hereby accepted.

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

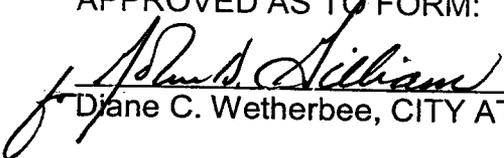
DULY PASSED AND APPROVED this _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

U-2



Collin Central Appraisal District

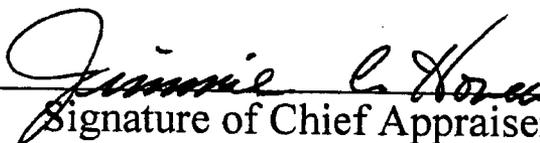
PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2006 APPRAISAL ROLL

FOR: PLANO CITY

I, Jimmie C. Honea, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the appraisal roll for PLANO CITY with the amounts listed on the attached totals pages.

July 22, 2006


Signature of Chief Appraiser

Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on the 17th day of July, 2006.

U-3



Collin Central Appraisal District

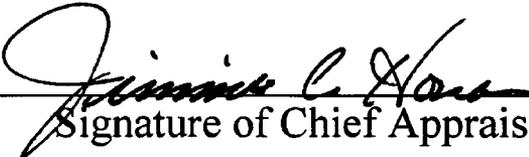
PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2006 APPRAISAL ROLL

FOR: PLANO #1 TIF

I, Jimmie C. Honea, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Collin Central Appraisal District which lists property taxable by PLANO #1 TIF and constitutes the appraisal roll for PLANO #1 TIF with the amounts listed on the attached totals pages.

July 22, 2006



Signature of Chief Appraiser

Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on the 17th day of July, 2006.

U-4



Collin Central Appraisal District

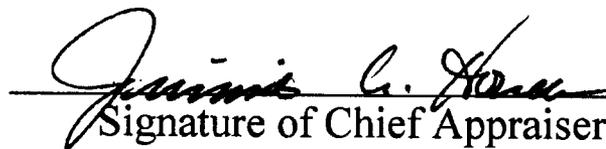
PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2006 APPRAISAL ROLL

FOR: PLANO #2 TIF

I, Jimmie C. Honea, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Collin Central Appraisal District which lists property taxable by PLANO #2 TIF and constitutes the appraisal roll for PLANO #2 TIF with the amounts listed on the attached totals pages.

July 22, 2006


Signature of Chief Appraiser

Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on the 17th day of July, 2006.

Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 85,211

CPL - PLANO CITY
Grand Totals

7/22/2006 2:38:56PM

Land	Value			
Homesite:	3,970,732,680			
Non Homesite:	2,965,461,493			
Ag Market:	686,981,897			
Timber Market:	0	Total Land	(+)	7,623,176,070

Improvement	Value			
Homesite:	12,220,072,135			
Non Homesite:	5,912,140,798	Total Improvements	(+)	18,132,212,933

Non Real	Count	Value		
Personal Property:	9,196	2,359,755,688		
Mineral Property:	0	0		
Autos:	0	0		
		Total Non Real	(+)	2,359,755,688
		Market Value	=	28,115,144,691

Ag	Non Exempt	Exempt		
Total Productivity Market:	686,591,601	390,296		
Ag Use:	1,565,863	1,059	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	685,025,738	389,237		
		Homestead Cap	(-)	20,451,470
		Assessed Value	=	27,409,667,483

Exemption	Count	Local	State	Total			
AB	114	451,771,238	0	451,771,238			
CH	1	4,398,050	0	4,398,050			
DP	635	25,065,048	0	25,065,048			
DV1	429	0	3,145,500	3,145,500			
DV1S	11	0	52,500	52,500			
DV2	94	0	827,250	827,250			
DV2S	1	0	7,500	7,500			
DV3	53	0	564,000	564,000			
DV3S	2	0	20,000	20,000			
DV4	84	0	1,002,000	1,002,000			
DV4S	56	0	666,000	666,000			
EX	1,550	0	788,528,027	788,528,027			
EX (Prorated)	15	0	1,746,141	1,746,141			
EX366	353	0	85,504	85,504			
FR	61	226,453,610	0	226,453,610			
HS	57,038	2,780,483,731	0	2,780,483,731			
HT	74	6,040,800	0	6,040,800			
OV65	7,202	285,229,168	0	285,229,168			
OV65S	70	2,800,000	0	2,800,000			
PC	14	1,640,104	0	1,640,104	Total Exemptions	(-)	
						4,580,526,171	
					Net Taxable	=	22,829,141,312

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	110,774,258	65,233,199	276,661.57	278,961.16	582		
OV65	1,315,981,124	788,500,435	3,350,889.85	3,376,114.25	6,560		
Total	1,426,755,382	853,733,634	3,627,551.42	3,655,075.41	7,142	Freeze Taxable	(-)
Tax Rate	0.453500						853,733,634

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	328,294	182,635	172,151	10,484	2		
OV65	6,636,932	4,327,734	4,077,174	250,560	29		
Total	6,965,226	4,510,369	4,249,325	261,044	31	Transfer Adjustment	(-)
							261,044
						Freeze Adjusted Taxable	=
							21,975,146,634

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 85,211

CPL - PLANO CITY
Grand Totals

7/22/2006

2:38:56PM

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
124,302,842.04 = 27,409,667,483 * (0.4535 / 100)

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 85,211

CPL - PLANO CITY

Grand Totals

7/22/2006

2:39:19PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	68,796		\$176,536,669	\$15,997,560,942
B	MULTIFAMILY RESIDENCE	932		\$48,222,851	\$1,655,985,993
C	VACANT LOT	560		\$0	\$190,046,425
D1	QUALIFIED AG LAND	277	4,200.1914	\$0	\$686,591,601
D2	NON-QUALIFIED LAND	181	1,883.4381	\$0	\$210,123,540
E	FARM OR RANCH IMPROVEMENT	46		\$0	\$13,890,316
F1	COMMERCIAL REAL PROPERTY	1,794		\$189,416,775	\$5,357,409,382
F2	INDUSTRIAL REAL PROPERTY	269		\$10,139,029	\$705,649,609
J1	WATER SYSTEMS	1		\$0	\$1,627,102
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$95,621
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	42		\$0	\$179,286,532
J4	TELEPHONE COMPANY (INCLUDING CO-O	455		\$6,010,622	\$169,623,025
J5	RAILROAD	6		\$0	\$306,470
J6	PIPELAND COMPANY	4		\$0	\$14,260,228
J7	CABLE TELEVISION COMPANY	20		\$1,548,870	\$22,467,421
L1	COMMERCIAL PERSONAL PROPERTY	8,092		\$127,718,298	\$1,773,453,474
L2	INDUSTRIAL PERSONAL PROPERTY	101		\$305,131	\$76,916,198
M1	TANGIBLE OTHER PERSONAL, MOBILE HC	346		\$348,793	\$4,816,206
O	RESIDENTIAL INVENTORY	1,703		\$32,320,147	\$133,444,832
S	SPECIAL INVENTORY TAX	83		\$0	\$132,976,243
X	TOTALLY EXEMPT PROPERTY	1,877		\$7,147,844	\$788,613,531
	Totals		6,083.6295	\$599,715,029	\$28,115,144,691

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 85,211

CPL - PLANO CITY

Grand Totals

7/22/2006

2:39:19PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	RESIDENTIAL SINGLE FAMILY	65,391		\$133,764,223	\$15,683,355,647
A2	RESIDENTIAL MOBILE HOME (OWN LAND)	1		\$0	\$27,826
A3	RESIDENTIAL CONDOMINIUMS	1,392		\$6,922,766	\$126,173,815
A4	RESIDENTIAL TOWNHOMES	1,209		\$22,363,301	\$165,405,211
A6	IMPROVEMENT % COMPLETE RESIDENTI/	84		\$13,486,379	\$21,730,180
A9	NEW IMP CLASSED NV (NO VALUE)	405		\$0	\$0
B1	RESIDENTIAL MULTI-FAMILY	129		\$23,468,466	\$1,517,694,880
B2	RESIDENTIAL DUPLEX	795		\$0	\$108,483,596
B3	RESIDENTIAL TRIPLEX	1		\$0	\$178,171
B4	RESIDENTIAL QUADPLEX	4		\$0	\$626,710
B6	IMPROVEMENT % COMPLETE	3		\$24,754,385	\$29,002,636
C1	VACANT RESIDENTIAL LOTS IN CITY UNDI	151		\$0	\$19,293,751
C2	VACANT RESIDENTIAL LOTS OUT OF CITY	21		\$0	\$6,085,982
C3	VACANT COMMERCIAL LOTS IN CITY UNDI	379		\$0	\$162,102,156
C4	VACANT COMMERCIAL OUT OF CITY UNDI	7		\$0	\$947,311
C5	VACANT INDUSTRIAL IN CITY UNDER 5 AC	3		\$0	\$1,617,225
D1	NATIVE PASTURE	277	4,200.1914	\$0	\$686,591,601
D2	IMPROVED PASTURE	181	1,883.4381	\$0	\$210,123,540
E1	REAL FARM & RANCH SINGLE FAMILY	37		\$0	\$13,070,527
E3	FARM AND RANCH OTHER IMPROVEMENT	14		\$0	\$819,789
F1	REAL COMMERCIAL	1,169		\$50,850,347	\$2,979,050,878
F2	REAL INDUSTRIAL	269		\$10,139,029	\$705,649,609
F3	OFFICE COMMERCIAL REAL	451		\$43,290,748	\$2,165,939,659
F4	CONDOMINIUM COMMERCIAL REAL	199		\$11,862,952	\$70,730,640
F6	COMMERCIAL REAL IMP PERCENT COMPI	53		\$83,412,728	\$141,688,205
J1B	PERSONAL UTILITIES/WATER SYSTEMS	1		\$0	\$1,627,102
J2A	REAL GAS COMPANIES	1		\$0	\$34,031
J2B	PERSONAL GAS COMPANIES	1		\$0	\$61,590
J3	ELECTRIC COMPANIES	2		\$0	\$2,138,390
J3A	REAL ELECTRIC COMPANIES	34		\$0	\$11,226,502
J3B	PERSONAL ELECTRIC COMPANIES	6		\$0	\$165,921,640
J4	TELEPHONE (ALL TELE-COMMUNICATION.	434		\$5,986,311	\$106,341,861
J4A	REAL TELEPHONE COMPANIES	9		\$24,311	\$5,061,776
J4B	PERSONAL TELEPHONE COMPANIES	13		\$0	\$58,219,388
J5	RAILROADS & CORRIDORS	6		\$0	\$306,470
J6	PIPELINES	1		\$0	\$14,028,247
J6B	PERSONAL PIPELINES	3		\$0	\$231,981
J7	CABLE COMPANIES	20		\$1,548,870	\$22,467,421
L1	TANGIBLE COMMERCIAL PERSONAL	8,092		\$127,718,298	\$1,773,453,474
L2	TANGIBLE INDUSTRIAL PERSONAL	101		\$305,131	\$76,916,198
M3	TANGIBLE PERSONAL MOBILE HOMES	346		\$348,793	\$4,816,206
M4	MISCELLANEOUS	525		\$0	\$868,263
O	RESIDENTIAL INVENTORY	1,703		\$32,320,147	\$133,444,832
S	SPECIAL INVENTORY BPP	83		\$0	\$132,976,243
X	TOTALLY EXEMPT PROPERTY	1,877		\$7,147,844	\$788,613,531
	Totals		6,083.6295	\$599,715,029	\$28,115,144,691

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 85,211

CPL - PLANO CITY
Effective Rate Assumption

7/22/2006 2:39:19PM

New Value

TOTAL NEW VALUE MARKET: \$599,715,029
TOTAL NEW VALUE TAXABLE: \$556,469,319

New Exemptions

Exemption	Description	Count		
EX	TOTAL EXEMPTION	126	2005 Market Value	\$17,555,352
EX366	HOUSE BILL 366	146	2005 Market Value	\$2,157,746
ABSOLUTE EXEMPTIONS VALUE LOSS				\$19,713,098

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	34	\$1,300,000
DV1	DISABLED VET	30	\$192,000
DV1S	DISABLED VET	1	\$5,000
DV2	DISABLED VET	11	\$91,500
DV3	DISABLED VET	7	\$70,000
DV4	DISABLED VET	8	\$96,000
HS	HOMESTEAD	1,683	\$83,522,474
OV65	OVER 65	556	\$21,905,727
OV65S	OVER 65 Surviving Spouse	2	\$80,000
PARTIAL EXEMPTIONS VALUE LOSS		2,332	\$107,262,701
TOTAL EXEMPTIONS VALUE LOSS			\$126,975,799

New Ag / Timber Exemptions

2005 Market Value	\$10,822,002	Count: 4
2006 Ag/Timber Use	\$9,535	
NEW AG / TIMBER VALUE LOSS	\$10,812,467	

New Annexations

Average Homestead Value

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
56,637	\$244,661	\$49,285	\$195,376

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
-------------------------------	--------------------	------------------

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 34

TP1 - PLANO #1 TIF
Grand Totals

7/22/2006 2:38:56PM

Land		Value			
Homesite:		0			
Non Homesite:		49,563,478			
Ag Market:		6,249,118			
Timber Market:		0		Total Land	(+) 55,812,596
Improvement		Value			
Homesite:		0			
Non Homesite:		182,492,742		Total Improvements	(+) 182,492,742
Non Real		Count	Value		
Personal Property:		0	0		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 0
				Market Value	= 238,305,338
Ag		Non Exempt	Exempt		
Total Productivity Market:		6,249,118	0		
Ag Use:		861	0	Productivity Loss	(-) 6,248,257
Timber Use:		0	0	Appraised Value	= 232,057,081
Productivity Loss:		6,248,257	0		
				Homestead Cap	(-) 0
				Assessed Value	= 232,057,081
Exemption	Count	Local	State	Total	
EX	9	0	5,394,761	5,394,761	Total Exemptions (-) 5,394,761
					Net Taxable = 226,662,320

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
0.00 = 226,662,320 * (0.0000 / 100)

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 34

TP1 - PLANO #1 TIF
Grand Totals

7/22/2006

2:39:19PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
D1	QUALIFIED AG LAND	1	11.9550	\$0	\$6,249,118
F1	COMMERCIAL REAL PROPERTY	24		\$10,498,243	\$226,661,459
X	TOTALLY EXEMPT PROPERTY	9		\$0	\$5,394,761
	Totals		11.9550	\$10,498,243	\$238,305,338

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 34

TP1 - PLANO #1 TIF
Grand Totals

7/22/2006

2:39:19PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
D1	NATIVE PASTURE	1	11.9550	\$0	\$6,249,118
F1	REAL COMMERCIAL	16		\$1,233,843	\$188,360,118
F3	OFFICE COMMERCIAL REAL	3		\$0	\$22,516,923
F4	CONDOMINIUM COMMERCIAL REAL	6		\$919,067	\$3,339,677
F6	COMMERCIAL REAL IMP PERCENT COMPI	3		\$8,345,333	\$12,444,741
X	TOTALLY EXEMPT PROPERTY	9		\$0	\$5,394,761
Totals			11.9550	\$10,498,243	\$238,305,338

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 34

TP1 - PLANO #1 TIF
Effective Rate Assumption

7/22/2006

2:39:19PM

New Value

TOTAL NEW VALUE MARKET:
TOTAL NEW VALUE TAXABLE:

\$10,498,243
\$10,498,243

New Exemptions

Exemption	Description	Count
-----------	-------------	-------

ABSOLUTE EXEMPTIONS VALUE LOSS

Exemption	Description	Count	Exemption Amount
-----------	-------------	-------	------------------

PARTIAL EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS

\$0

New Ag / Timber Exemptions

New Annexations

Average Homestead Value

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
-------------------------------	--------------------	------------------

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 615

TP2 - PLANO #2 TIF
Grand Totals

7/22/2006 2:38:56PM

Land		Value				
Homesite:		2,887,101				
Non Homesite:		189,111,727				
Ag Market:		5,442,627				
Timber Market:		0		Total Land	(+)	197,441,455
Improvement		Value				
Homesite:		5,161,428				
Non Homesite:		283,120,766		Total Improvements	(+)	288,282,194
Non Real		Count	Value			
Personal Property:		0	0			
Mineral Property:		0	0			
Autos:		0	0	Total Non Real	(+)	0
				Market Value	=	485,723,649
Ag	Non Exempt	Exempt				
Total Productivity Market:	5,442,627	0				
Ag Use:	2,992	0		Productivity Loss	(-)	5,439,635
Timber Use:	0	0		Appraised Value	=	480,284,014
Productivity Loss:	5,439,635	0				
				Homestead Cap	(-)	82,527
				Assessed Value	=	480,201,487
Exemption	Count	Local	State	Total		
EX	105	0	38,447,874	38,447,874		
EX (Prorated)	4	0	84,444	84,444		
HT	1	0	0	0	Total Exemptions	(-)
						38,532,318
					Net Taxable	=
						441,669,169

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
0.00 = 441,669,169 * (0.0000 / 100)

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

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Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 615

TP2 - PLANO #2 TIF
Grand Totals

7/22/2006

2:39:19PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	61		\$2,058,631	\$6,659,247
B	MULTIFAMILY RESIDENCE	15		\$0	\$46,413,279
C	VACANT LOT	88		\$0	\$8,399,574
D1	QUALIFIED AG LAND	5	17.1921	\$0	\$5,442,627
D2	NON-QUALIFIED LAND	2	13.4960	\$0	\$4,125,199
F1	COMMERCIAL REAL PROPERTY	264		\$1,551,099	\$308,593,881
F2	INDUSTRIAL REAL PROPERTY	65		\$0	\$66,281,219
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$21,902
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$936,454
J7	CABLE TELEVISION COMPANY	3		\$0	\$0
O	RESIDENTIAL INVENTORY	8		\$0	\$368,362
X	TOTALLY EXEMPT PROPERTY	105		\$2,683,076	\$38,447,874
	Totals		30.6881	\$6,292,806	\$485,723,649

U-16

Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 615

TP2 - PLANO #2 TIF
Grand Totals

7/22/2006

2:39:19PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	RESIDENTIAL SINGLE FAMILY	46		\$89,029	\$2,878,167
A4	RESIDENTIAL TOWNHOMES	13		\$1,969,602	\$3,780,080
A9	NEW IMP CLASSED NV (NO VALUE)	1		\$0	\$0
B1	RESIDENTIAL MULTI-FAMILY	13		\$0	\$46,148,458
B2	RESIDENTIAL DUPLEX	1		\$0	\$176,966
B4	RESIDENTIAL QUADPLEX	1		\$0	\$87,855
C1	VACANT RESIDENTIAL LOTS IN CITY UNDI	1		\$0	\$25,000
C3	VACANT COMMERCIAL LOTS IN CITY UNDI	85		\$0	\$8,136,550
C4	VACANT COMMERCIAL OUT OF CITY UNDI	2		\$0	\$238,024
D1	NATIVE PASTURE	5	17.1921	\$0	\$5,442,627
D2	IMPROVED PASTURE	2	13.4960	\$0	\$4,125,199
F1	REAL COMMERCIAL	192		\$482,443	\$207,739,717
F2	REAL INDUSTRIAL	65		\$0	\$66,281,219
F3	OFFICE COMMERCIAL REAL	64		\$413,165	\$98,117,007
F4	CONDOMINIUM COMMERCIAL REAL	10		\$0	\$1,115,676
F6	COMMERCIAL REAL IMP PERCENT COMPI	2		\$655,491	\$1,621,481
J2A	REAL GAS COMPANIES	1		\$0	\$34,031
J3A	REAL ELECTRIC COMPANIES	2		\$0	\$21,902
J4A	REAL TELEPHONE COMPANIES	2		\$0	\$936,454
J7	CABLE COMPANIES	3		\$0	\$0
M4	MISCELLANEOUS	1		\$0	\$1,000
O	RESIDENTIAL INVENTORY	8		\$0	\$368,362
X	TOTALLY EXEMPT PROPERTY	105		\$2,683,076	\$38,447,874
	Totals		30.6881	\$6,292,806	\$485,723,649

U-17

Collin County

2006 CERTIFIED TOTALS

As of Certification

Property Count: 615

TP2 - PLANO #2 TIF
Effective Rate Assumption

7/22/2006 2:39:19PM

New Value

TOTAL NEW VALUE MARKET: \$6,292,806
TOTAL NEW VALUE TAXABLE: \$3,609,730

New Exemptions

Exemption	Description	Count		
EX	TOTAL EXEMPTION	8	2005 Market Value	\$1,236,602
ABSOLUTE EXEMPTIONS VALUE LOSS				\$1,236,602

Exemption	Description	Count	Exemption Amount
PARTIAL EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$1,236,602

New Ag / Timber Exemptions

New Annexations

Average Homestead Value

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
24	\$114,343	\$3,439	\$110,904

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
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U-18



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/14/06		Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Fire		Initials	Date	
Department Head	Robert Acker, Interim Fire Chief	Executive Director	<i>[Signature]</i>	8/7/06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	8/7/06	
Agenda Coordinator (include phone #):		Frank Snidow, x 7318			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF EIGHT (8) LIFE PAK 12 DEFIBRILLATORS FROM MEDTRONIC EMERGENCY RESPONSE SYSTEMS IN THE AMOUNT OF \$116,644; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	525,000	0	525,000	
Encumbered/Expended Amount	0	-386,013	0	-386,013	
This Item	0	-116,644	0	-116,644	
BALANCE	0	22,343	0	22,343	
FUND(s):					
COMMENTS: Funds are included in the 2005-06 Fire Department ERF Re-Estimate Budget for the replacement purchase of defibrillators.					
STRATEGIC PLAN GOAL: Replacement of equipment relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends approval of expenditure for the purchase of eight (8) Life Pak 12 defibrillators from Medtronic Emergency Response Systems, a sole source vendor, in the amount of \$116,644.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			

City of Plano



Fire Department

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



MEMO

DATE: August 3, 2006

TO: Bruce Glasscock, Executive Director

FROM: Bob Acker, Interim Fire Chief 

SUBJECT: Council Agenda Item – Purchase of Medtronic LifePak 12 Defibrillators

Attached is an agenda item requesting authorization to purchase eight (8) Medtronic LifePak defibrillators in the amount of \$116,644 from Medtronic Emergency Response Systems, a sole source vendor. The LifePak 12 defibrillators are being purchased out of the Fire ERF and have been discounted 50% due to the Department's participation in the vendor's Resuscitation Outcome Consortium Study.

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

Attachment

Fire Administration
1901 Avenue K

Fire Station 1
1901 Avenue K

Fire Station 2
2630 West 15th Street

Fire Station 3
3520 Sherrye Drive

Fire Station 4
6000 Roundrock Trail

Fire Station 5
5115 W. Park Blvd.

Fire Station 6
900 Seabrook Drive

Fire Station 7
5602 Democracy Drive

Fire Station 8
4621 Hedgecoxe Drive

Fire Station 9
6625 W. Parker Road

Fire Station 10
3540 McDermott Drive

Fire Station 11
4800 Los Rios Blvd.

V-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF EIGHT (8) LIFE PAK 12 DEFIBRILLATORS FROM MEDTRONIC EMERGENCY RESPONSE SYSTEMS IN THE AMOUNT OF \$116,644; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Medtronic Emergency Response Systems is the provider of Life Pak 12 Defibrillators, and

WHEREAS, Medtronic Emergency Response Systems is the only company that manufactures the Life Pak 12 Defibrillators and is authorized to sell the product in the United States; and

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

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

Section I: The City Council hereby finds and determines that due to Medtronic Emergency Response Systems exclusive ability to provide Life Pak 12 Defibrillators, and the expenditure authorized hereunder, is exempt from the competitive bid requirements as a sole source, as provided in Texas Local Government Code, Section 252.022 (a)(7).

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

Section III: The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, to effectuate the purchase of eight (8) Life Pak 12 Defibrillators in the amount of \$116,644 from Medtronic Emergency Response Systems.

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

V-3

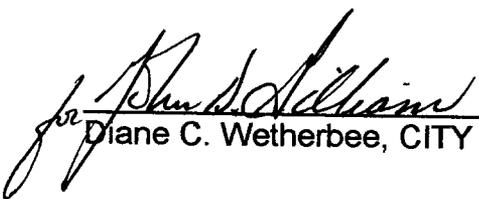
DULY PASSED AND APPROVED this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

V-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal <i>wh</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services	<i>M. Pappalardo</i>	Initials	Date
Department Head	Mark Jerome	Jim Foster	<i>[Signature]</i>	<i>Aug 7, 2006</i>
Dept Signature:	<i>Mark Jerome</i>	Executive Director	<i>[Signature]</i>	<i>8/7/06</i>
Agenda Coordinator (include phone#):	Linda M. Robinson x4180			

ACTION REQUESTED:

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS APPROVING THE EMERGENCY REPLACEMENT PURCHASE OF TWO CHEVROLET IMPALA BLACK AND WHITE POLICE VEHICLES FROM CALDWELL COUNTRY CHEVROLET, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0		0
Encumbered/Expended Amount		0	0	0	0
This Item		0	-42,324	0	-42,324
BALANCE			-42,324	0	-42,324

FUND(S) EQUIPMENT REPLACEMENT FUND

COMMENTS: Available funds within the Equipment Replacement Fund balance and savings from other rolling stock purchases will be used to fund these unscheduled replacements due to total loss from accidents. The Equipment Replacement Fund will eventually be reimbursed through insurance claims from Risk Management.

STRATEGIC PLAN GOAL: The replacement of service vehicles relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the approval for the emergency replacement purchase of two Chevrolet Impala Black and White Police Vehicles through Caldwell Country due to total loss from accidents. Currently Caldwell Country Chevrolet has in their stock the two units which meet our specifications. These are unscheduled replacements per fiscal year 05/06 for units 01219 and 04202 for Dept. 532/Police Department; Account: #071-8421.

The City is exempt from the competitive bid process due to unforeseen damage to public machinery, equipment, or other property pursuant to Section 252.022 (a)(3) of the Texas Local Government Code.

Total purchase price of both units is \$42,324.00.

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

Cover, Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE EMERGENCY REPLACEMENT PURCHASE OF TWO CHEVROLET IMPALA BLACK AND WHITE POLICE VEHICLES IN THE AMOUNT OF FORTY TWO THOUSAND THREE HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$42,324.00) FROM CALDWELL COUNTRY CHEVROLET; APPROVING ALL ACTIONS TAKEN BY THE CITY MANAGER OR HIS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Plano Police Department suffered total loss of two Chevrolet Impala Black and White Police Vehicles due to accidents; and

WHEREAS, the Fleet & Equipment Services Division obtained an estimate in the amount of \$42,324.00 from Caldwell Country Chevrolet to replace the totaled vehicles; and

WHEREAS, the replacement of two Chevrolet Impala Black and White Police Vehicles has to be made immediately as Caldwell Country Chevrolet has the required marked vehicles which meet our specifications in stock; and

WHEREAS, the expenditure of \$42,324.00 to Caldwell Country Chevrolet for the emergency replacement purchase of two Chevrolet Impala Black and White Vehicles was due to unforeseen damage to City equipment; and

WHEREAS, upon full review and consideration of the facts related to the unforeseen damage to the City's two Police Vehicles, the City Council is of the opinion that the expenditures referenced above were due to unforeseen damage to public machinery or equipment and are, therefore, exempt from competitive bid requirements pursuant to Section 252.022(a)(3) Texas Local Government Code.

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

SECTION I. The City Council of the City of Plano hereby finds and determines that the expenditure of \$42,324.00 to Caldwell Country Chevrolet for the emergency replacement purchase of two Chevrolet Impala Black and White Police Vehicles is due to unforeseen damage to City equipment and, therefore, is exempt from competitive bid pursuant to Section 252.022(a)(3) Tex. Loc. Govt. Code.

SECTION II. The City Council further finds that the expenditure of FORTY TWO THOUSAND THREE HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$42,324.00) to Caldwell Country Chevrolet was necessary and in the best interests of the City of Plano and its citizens, and is hereby approved in all respects.

W-2

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Plano, Texas, on this _____ day of _____, 2006.

CITY OF PLANO, TEXAS:

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

W-3

CITY OF PLANO

07/28/06

Page - 1

P.O. Number 903731 OR
 Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
 CALDWELL COUNTRY CHEVROLET-PONTIAC
 P O BOX 27
 CALDWELL TX 77836

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

Ordered 07/28/06 Freight
 Requested 07/28/06 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVY IMPALAS/POLICE SEDANS	2	EA	21,162.0000	42,324.00	07/28/06

INVOICE TO FOLLOW
 REQUEST TO PURCHASE TWO (2)
 CHEVY IMPALAS BLACK & WHITE
 POLICE SEDANS (9C1) THROUGH
 CALDWELL COUNTRY CHEVROLET.
 WE ARE EXEMPT FROM THE
 COMPETITIVE BID PROCESS
 DUE TO UNFORESEEN DAMAGE
 TO PUBLIC PROPERTY.
 ACCOUNT # 071.8421.
 THIS PURCHASE IS FOR UNSCHEDULED
 REPLACEMENTS FOR UNITS 01219 AND 04202;
 DEPT. 532, POLICE, DUE TO TOTAL LOSS
 FROM ACCIDENTS.
 CALDWELL COUNTRY CHEVROLET HAS IN
 STOCK THE REQUIRED MARKED IMPALA'S
 WHICH MEET OUR SPECIFICATIONS AT
 THE BASE PRICE OF \$21,162.00 FOR EACH
 UNIT, TOTALING \$42,324.00.
 REQUISITION REQUESTED BY REID CHOATE.

Total Order
 42,324.00

TermNet 30 Days

W.4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	08/14/06		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch		Executive Director	<i>[Signature]</i> 8/7/06
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 8/7/06
Agenda Coordinator (include phone #):	I. Pegues 7198 <i>[Signature]</i>			

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

CAPTION

An ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) Subsection Plano Parkway (1) of the City of Plano Code of Ordinances that establishes the prima facie speed limit for motor vehicles operating along a portion of Plano Parkway within the corporate limits of the City of Plano; authorizing and directing the traffic engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause and 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:

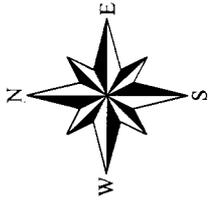
SUMMARY OF ITEM

The construction of a new section of Plano Parkway, from Los Rios Boulevard to 14th Street, has recently been completed. The existing speed limit on 14th Street, east of this section, and on Plano Parkway, west of this section, is 45 MPH. Transportation Engineering Division is recommending 45 MPH to be consistent throughout this section.

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

X-1

Speed Limit - Plano Parkway, Los Rios Boulevard to 14th Street



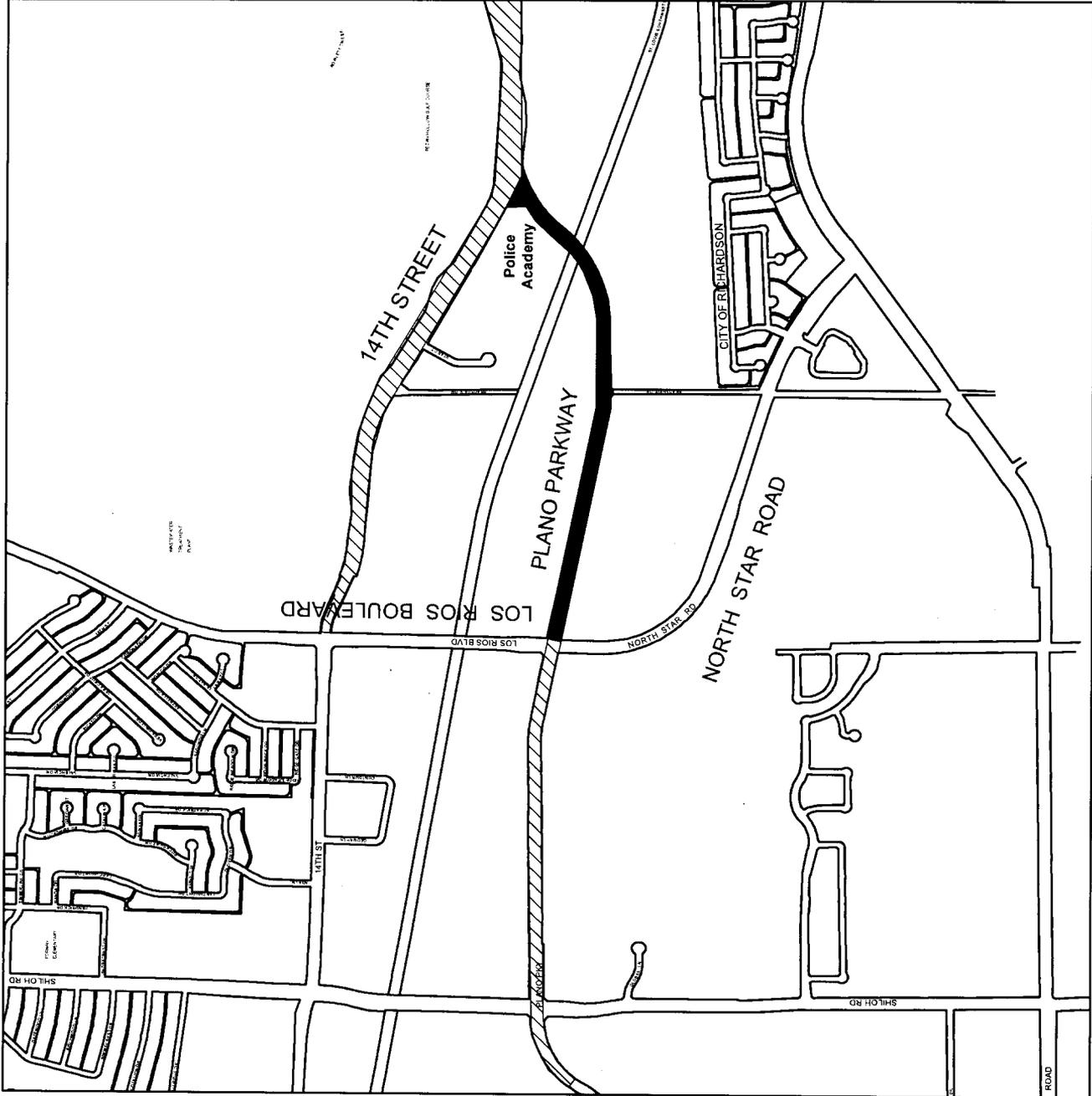
Proposed
45 miles per
hour speed limit

Existing
45 miles per
hour speed limit

August 2006



TRANSPORTATION
ENGINEERING
DIVISION



K-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV, SPEED, SECTION 12-74(B) SUBSECTION PLANO PARKWAY (1) OF THE CITY OF PLANO CODE OF ORDINANCES THAT ESTABLISHES THE PRIMA FACIE SPEED LIMIT FOR MOTOR VEHICLES OPERATING ALONG A PORTION OF PLANO PARKWAY WITHIN THE CORPORATE LIMITS OF THE CITY OF PLANO; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO CAUSE PLACEMENT OF TRAFFIC CONTROL DEVICES INDICATING THE SPEED LIMIT; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE AND AN EFFECTIVE DATE.

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;

WHEREAS, the section of Plano Parkway between Los Rios Boulevard and 14th Street is currently being constructed;

WHEREAS, upon completion of this construction, Plano Parkway will be continuous from Los Rios Boulevard to 14th street;

WHEREAS, the portion of Plano Parkway between Los Rios Boulevard and 14th Street is constructed as a six (6) lane divided roadway designated as a Type C roadway on the City of Plano Thoroughfare Plan;

WHEREAS, previous engineering studies having been conducted on the sections of Plano Parkway and 14th Street indicated 45 miles per hour to be appropriate; and

WHEREAS, in accordance with the City's Thoroughfare Standards Rules and Regulations, Type C roadways are designed to operate at 45 miles per hour.

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 corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Subsection Plano Parkway (1) of Section 12-74(b) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances is hereby amended to read verbatim as follows:

“(1) Forty-five (45) miles per hour along and upon Plano Parkway between 14th Street and K Avenue.”

Section III. The Traffic Engineer 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 Ordinance shall not affect the validity of any other portion of this Ordinance.

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

X-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee/4</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO AMENDING ARTICLE X "AUTOMATED TRAFFIC SIGNAL ENFORCEMENT" OF CHAPTER 12, "MOTOR VEHICLES AND TRAFFIC" AT SECTION 12-263(e) TO EXTEND THE PAYMENT DUE DATE UNTIL 31 DAYS AFTER A FINDING OF LIABILITY AND AMENDING 12-263(i) TO PROVIDE THAT APPEALS TO MUNICIPAL COURT SHALL BE NON-JURY TRIALS ONLY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Red Light Camera Enforcement Ordinance currently provides that one found liable at the administrative hearing has 10 days to pay the fine. However, the ordinance gives the individual 31 days to appeal an adverse decision to municipal court. This amendment will allow the individual a full 31 days to pay the fine or appeal the decision to municipal court. This amendment would also remove any ambiguity about whether an appellant has the right to a jury trial in municipal court by specifically stating that the appellant has a right to a non-jury trial de novo only.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

y-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO AMENDING ARTICLE X "AUTOMATED TRAFFIC SIGNAL ENFORCEMENT" OF CHAPTER 12, "MOTOR VEHICLES AND TRAFFIC" AT SECTION 12-263(e) TO EXTEND THE PAYMENT DUE DATE UNTIL 31 DAYS AFTER A FINDING OF LIABILITY AND AMENDING 12-263(i) TO PROVIDE THAT APPEALS TO MUNICIPAL COURT SHALL BE NON-JURY TRIALS ONLY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2004-8-32 provides that a person who enters an intersection against a red traffic control signal monitored by a traffic signal enforcement camera and who is subsequently found liable for a civil penalty after an administrative adjudication hearing shall pay the fine within ten (10) days of the hearing; and

WHEREAS, Ordinance No. 2004-8-32 provides that a person may appeal an adverse ruling from an administrative hearing officer to municipal court within thirty-one (31) days of the date on which the administrative adjudication hearing officer enters the finding of civil liability; and

WHEREAS, having different dates for the requirement to pay the fine and right to appeal create confusion for individuals subject to these requirements and make administration of the program more difficult; and

WHEREAS, Ordinance No. 2004-8-32 permits a person found liable in an administrative adjudication hearing to appeal the adverse decision to municipal court for determination by trial de novo but does not specify whether the appellant is entitled to a trial by jury; and

WHEREAS, adequate due process is afforded to appellants by limiting the appeal rights to non-jury de novo trials only.

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

y-2

Section I: Chapter 12, "Motor Vehicles and Traffic," Article X, "Automated Traffic Signal Enforcement," Section 12-263(e) and (i) are amended to read as follows:

"Sec. 12-263. Administrative adjudication hearing.

...

(e) A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication hearing and thereafter fails to appear at the time and place of the hearing is liable for administrative hearing costs in the amount of twenty-five dollars (\$25.00) in addition to the amount of the civil penalty assessed for the violation. A person who is found liable for a civil penalty after an administrative adjudication hearing shall pay the civil penalty and costs within thirty-one (31) days of the date on which the administrative adjudication hearing officer entered the finding of civil liability.

...

(i) A person who is found liable after an administrative adjudication hearing may appeal that finding of civil liability to the municipal court by filing a notice of appeal with the clerk of the municipal court. The notice of appeal must be filed not later than the 31st day after the date on which the administrative adjudication hearing office entered the finding of civil liability. Unless the person, on or before the filing of the notice of appeal, posts a bond in the amount of the civil penalty and any fees, an appeal does not stay the enforcement of the civil penalty. An appeal shall be determined by the municipal court by non-jury trial de novo only. The affidavits submitted under section 12-263(d) shall be admitted by the municipal judge in the trial de novo, and the issues must be proved by a preponderance of the evidence. A person found liable by the municipal court shall pay an appellate filing fee of fifty dollars (\$50.00) in addition to the civil penalty and any other fees due the city."

Section II. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

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

y-3

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 ordinances at the time of passage of this ordinance.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

y-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Budget	Initials	Date	
Department Head	Karen Rhodes	Executive Director		
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>[Signature]</i>	<i>8/8/06</i>
Agenda Coordinator (include phone #): Anita Aldridge x7194				
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 DISCUSSION				
CAPTION				
DISCUSSION OF THE FY 2006-07 PROPOSED COMMUNITY INVESTMENT PROGRAM.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
DISCUSSION OF THE FY 2006-07 PROPOSED COMMUNITY INVESTMENT PROGRAM.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
AGCIPDISCUSSION06				



August 8, 2006

Honorable Mayor and City Council
City of Plano
PO Box 860358
Plano, TX 75086-0358

RE: Review of Community Investment Program for Consistency with the
Comprehensive Plan

Dear Mayor Evans and Councilmembers:

The Planning & Zoning Commission reviewed the proposed Community Investment Program items for the 2006-2007 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's recommendations for growth management and facility and infrastructure maintenance. The program also addresses present trends in development and population growth.

The Commission appreciates the opportunity to review the CIP and to present our comments.

Sincerely,

Carolyn Kalchthaler, Chairman
Planning & Zoning Commission

cc: Planning & Zoning Commission
Alan Upchurch, City Engineer
Phyllis M. Jarrell, Director of Planning

at Evans
Mayor
cott Johnson
Mayor Pro Tem
ally Magnuson
Deputy Mayor Pro Tem

hep Stahel
Place 1

oretta Ellerbe
Place 3

farry LaRosiliere
Place 5

ean Callison
Place 7

ee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

1-2

City Council CIP Worksession
On the 2006-07 Proposed Community Investment Program

Council Chambers, Plano Municipal Center
Monday, August 14, 2006, 7:00 p.m.

- | | |
|-----------------------------------|-------------|
| A. Capital Improvement Program | Presenter |
| 1. Overview | Muehlenbeck |
| 2. Parks | Wendell |
| A. Park Improvements Bond Program | |
| B. Park Fee Program | |
| C. Parks Capital Reserve | |
| 3. Streets | Upchurch |
| A. Street Improvement | |
| B. Street Enhancements | |
| 4. Municipal Drainage | Upchurch |
| 5. Water & Sewer | Upchurch |
| A. Water Improvements | |
| B. Sewer Improvements | |
| 6. Municipal Facilities | Upchurch |
| 7. Capital Reserve | |
| A. Municipal Facilities | Upchurch |
| B. Streets | Foster |



Parks and Recreation

Proposed Community Investment Program

FY 2006 - 07



Parks and Recreation

- ✦ Park Improvements Bond Program
- ✦ Park Fee Program
- ✦ Park Capital Reserve Fund

Major Bond Program Projects

Archgate Park	\$ 4,000,000
Athletic Field Improvements	\$ 850,000
Carpenter Expansion	\$ 400,000
Chisholm Trail	\$ 200,000
Memorial Park	\$ 1,800,000
Oak Point Park	\$ 6,232,000
Pecan Hollow Golf Course	\$ 200,000
Tom Muehlenbeck Center	\$11,346,000
Trail Connections	\$ 1,625,000

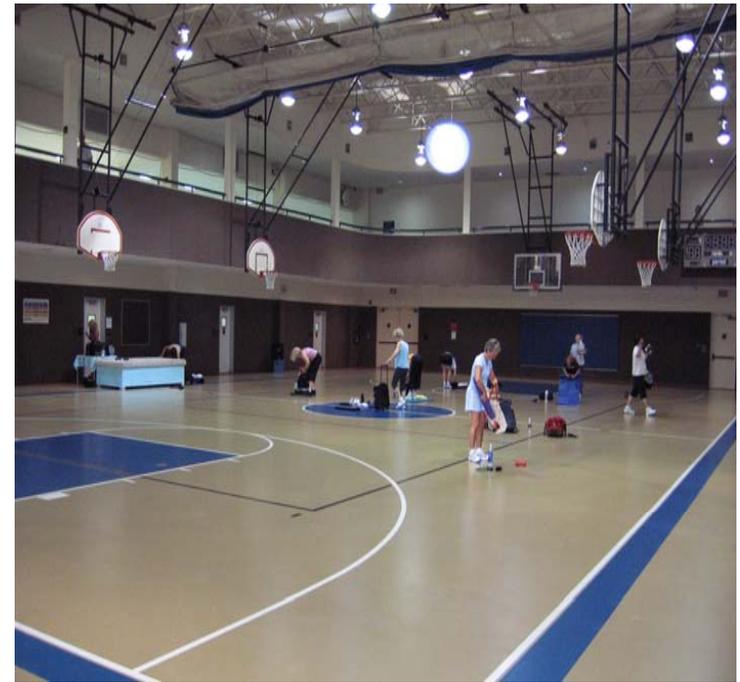
Archgate Park



Athletic Field Improvements



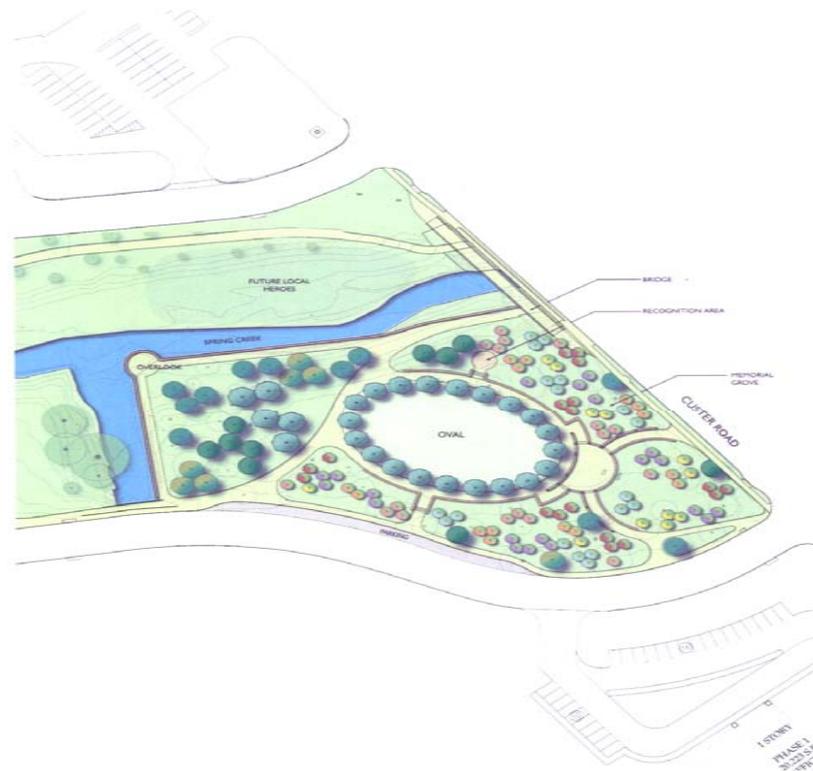
Carpenter Expansion/Senior Center



Chisholm Trail



Memorial Park



MEMORIAL PARK - PARKING PLAN

Oak Point Park & Nature Preserve



Oak Point Park & Nature Preserve



Pecan Hollow Golf Course



Trail Connections





Park Fee Projects



- Greenbelt Acquisition and Trail Development
\$1,385,000

Park Capital Reserve Fund

✦ Athletic Field Renovations	\$ 850,000
✦ Irrigation Renovations	\$ 675,000
✦ Park Restoration and Cleanup	\$ 125,000
✦ Playground Replacements	\$ 350,000
✦ Recreation Center Equipment	\$ 190,000
✦ Silt Removal	\$ 120,000
✦ Trail Repairs	\$ 500,000
✦ Other Projects	<u>\$ 805,000</u>
✦ Total	\$3,615,000



ENGINEERING

Proposed Community Investment Program
FY 2006-07

Street Improvements

✦ Rehabilitation Projects	\$ 8,125,000
✦ Design Projects	2,090,000
✦ Capacity Improvements	21,966,000
✦ Funding Continuation	3,684,000
✦ Miscellaneous	<u>3,329,000</u>
✦ Total	\$39,194,000

Street Improvements

- ✦ Rehabilitation Projects - \$8,125,000
 - ✦ Alley Reconstruction
 - ✦ Barrier Free Ramps
 - ✦ Screening Wall Reconstruction
 - ✦ Street Reconstruction - 15th Street - G to I
 - ✦ Parker Road – K Avenue to east of P Avenue
 - ✦ Thunderbird Lane
 - ✦ Wyatt North Addition

Street Improvements

- ✦ Design projects future construction - \$2,090,000
 - ✦ 15th Street – U.S. 75 to Avenue G
 - ✦ Communications – Parker Road to Spring Creek Parkway
 - ✦ Headquarters – Parkwood Boulevard to Preston Road
 - ✦ International Parkway – Plano Parkway to Midway
 - ✦ Spring Brook – Janwood to Quill

Street Improvements

✦ Design projects – Continued

- ✦ Plano Parkway/Jupiter Intersection
- ✦ Preston/Legacy Intersection
- ✦ Preston/Plano Parkway Intersection
- ✦ Spring Creek Parkway/Coit Intersection
- ✦ U.S. 75/190 bottleneck
- ✦ Windhaven Parkway – West city limits to Spring Creek Parkway

Street Improvements

✦ Capacity Improvements - \$21,966,000

- ✦ Communications – Spring Creek Parkway north
- ✦ Intersection Improvements
- ✦ McDermott – Coit to Custer
- ✦ Oversize Participation
- ✦ Parker/U.S. 75 Interchange

Street Improvements

- ✦ Capacity Improvements Continued
 - ✦ Parkwood Boulevard – Park Boulevard to Spring Creek Parkway
 - ✦ Plano Parkway – Tollroad to Park Boulevard
 - ✦ Rasor Road – Ohio to S.H. 121
 - ✦ Signalization

Street Improvements

- ✦ Funding Continuation - \$3,684,000
 - ✦ McDermott – Coit Road to Custer Road
 - ✦ Midway – Parker Road to Spring Creek Parkway
 - ✦ P Avenue – Park Boulevard to 18th Street
 - ✦ Plano Parkway – Los Rios to 14th Street

Street Improvements

✦ Miscellaneous - \$3,329,000

- ✦ Signal Upgrades
- ✦ Landscaping
- ✦ Alleys
- ✦ Park Streets
- ✦ Permanent Traffic Calming
- ✦ Right of Way Acquisitions
- ✦ Redevelopment Street Improvements
- ✦ Street Lighting

Other Funding Sources - \$11,455,000

✦ Collin County	\$ 6,955,600
✦ TxDOT	\$ 4,000,000
✦ East Side TIF	\$ 500,000

Municipal Drainage – \$3,745,000

- ✦ 15th Street – east and west of Alma Drive
- ✦ Briarwood Erosion Control
- ✦ Erosion Control Projects - Miscellaneous
- ✦ Erosion Control Projects – Waasland/Pitman Creek
- ✦ Miscellaneous Drainage Improvements
- ✦ Riverbend Lakes

Water Improvements

\$4,904,433

- 15th Street – G to I
- Dominion Parkway
- Fire Hydrants
- Oversize Participation
- Parker Road – K Avenue to P Avenue
- Parker Road Estates Rehabilitation
- Parker Road Elevated Tank Repaint
- Parkwood Boulevard Windhaven to Spring Creek
- Whiffletree Water Rehabilitation
- Wyatt North Addition

Sewer Improvements

\$3,839,433

- ✦ Dominion Parkway
- ✦ I & I Repairs
- ✦ Manhole Sealing
- ✦ P Avenue – 18th Street to Park Boulevard
- ✦ Redevelopment Capacity Improvements
- ✦ Oversize Participation
- ✦ Russell Creek/Hedgcoxe Creek Crossing
- ✦ Newport/Idyllwild Creek Crossing

Facility Projects

\$10,879,000

- ✦ Police Academy Expansion
- ✦ Fire Station No. 13 Design
- ✦ Fire Station No. 12/Logistics Facility/EOC
- ✦ Fire Engine
- ✦ Library Improvements
- ✦ Animal Shelter Expansion
- ✦ Environmental Education Building
- ✦ Security Enhancements at Fire Stations
- ✦ Collin County Arts

Capital Reserve - Facilities

\$2,507,000

- ✦ Asbestos and Mold Testing and Removal
- ✦ Energy Reduction
- ✦ Various Building Modifications
 - ✦ Animal Shelter
 - ✦ Carpenter Park Recreation Center
 - ✦ Courtyard Theater
 - ✦ Equipment Services
 - ✦ Facilities Maintenance
 - ✦ Municipal Center
 - ✦ Fire Station Remodeling
 - ✦ Plano Centre
 - ✦ Police Central
 - ✦ Robinson Justice Center



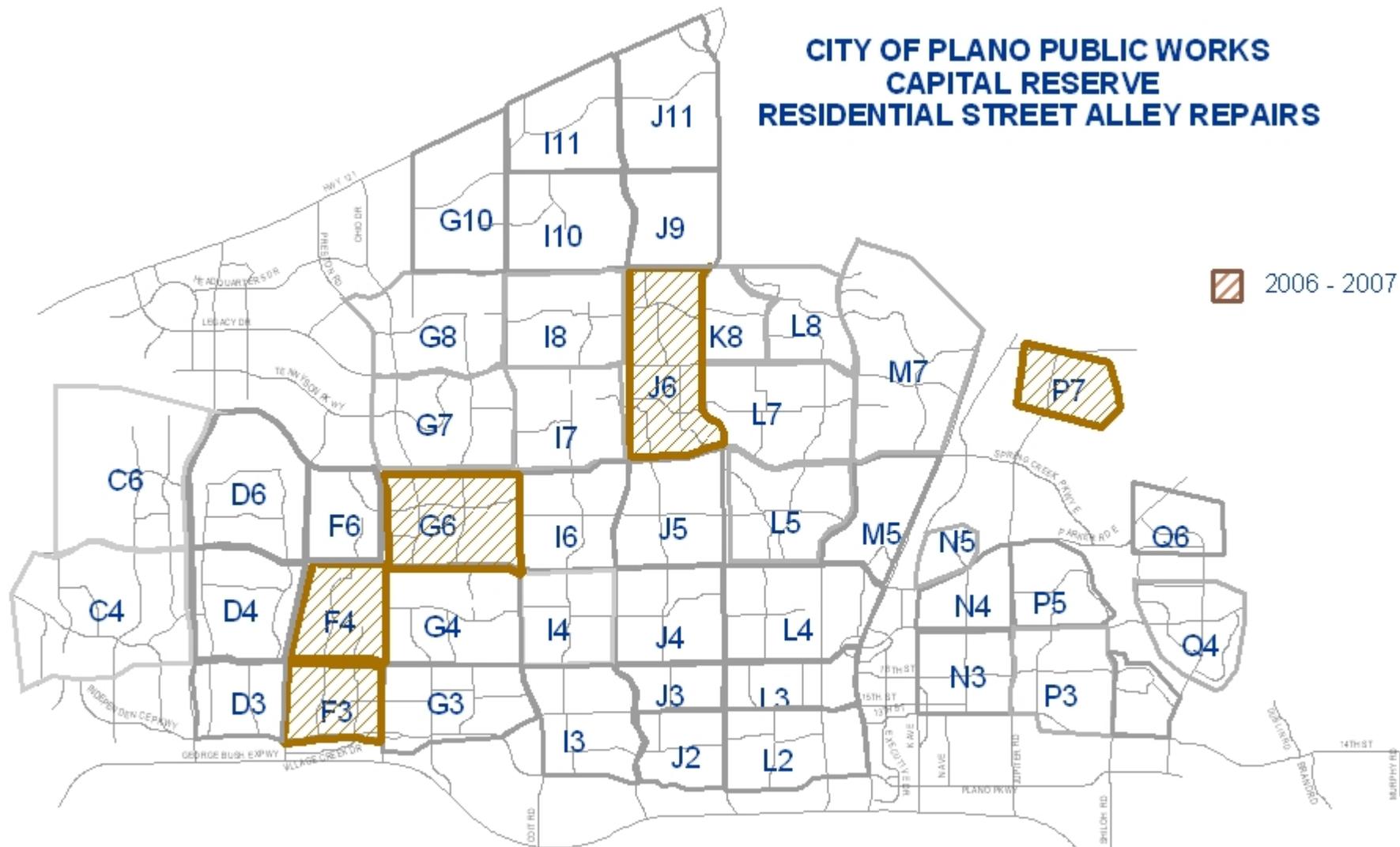
PUBLIC WORKS

Proposed Capital Reserve Program
FY 2006-07

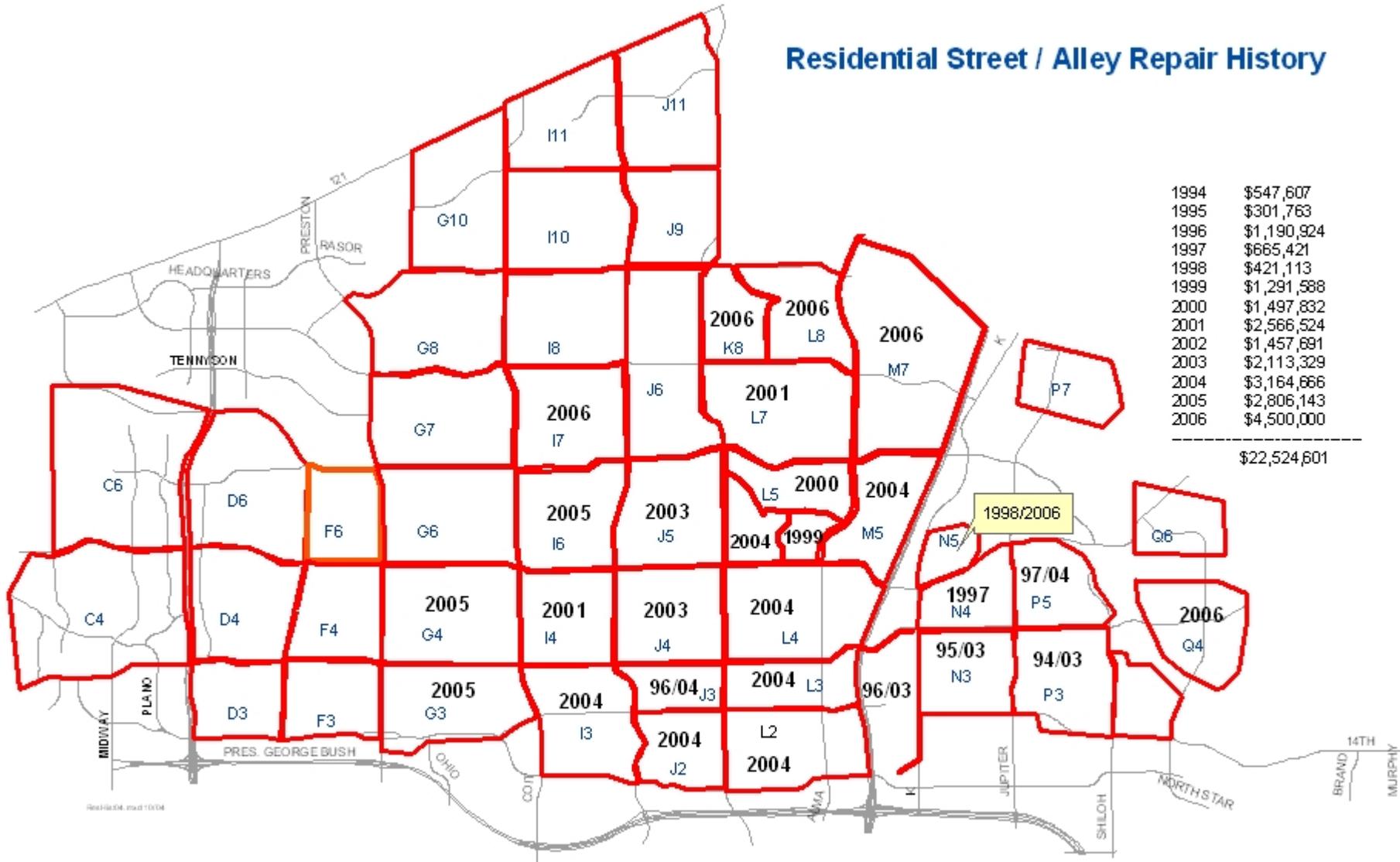
CAPITAL RESERVE PROJECTS FY 2006-07

◆ Residential Street & Alley Repairs	\$4,000,000
◆ Arterial Concrete Repairs	2,300,000
◆ Traffic Signal Improvements	150,000
◆ Screening Wall Repair	275,000
◆ Residential Street Name Signs	60,000
◆ Underseal Program	1,400,000
◆ Sidewalk Repairs	<u>250,000</u>
Total	\$8,435,000

CITY OF PLANO PUBLIC WORKS CAPITAL RESERVE RESIDENTIAL STREET ALLEY REPAIRS



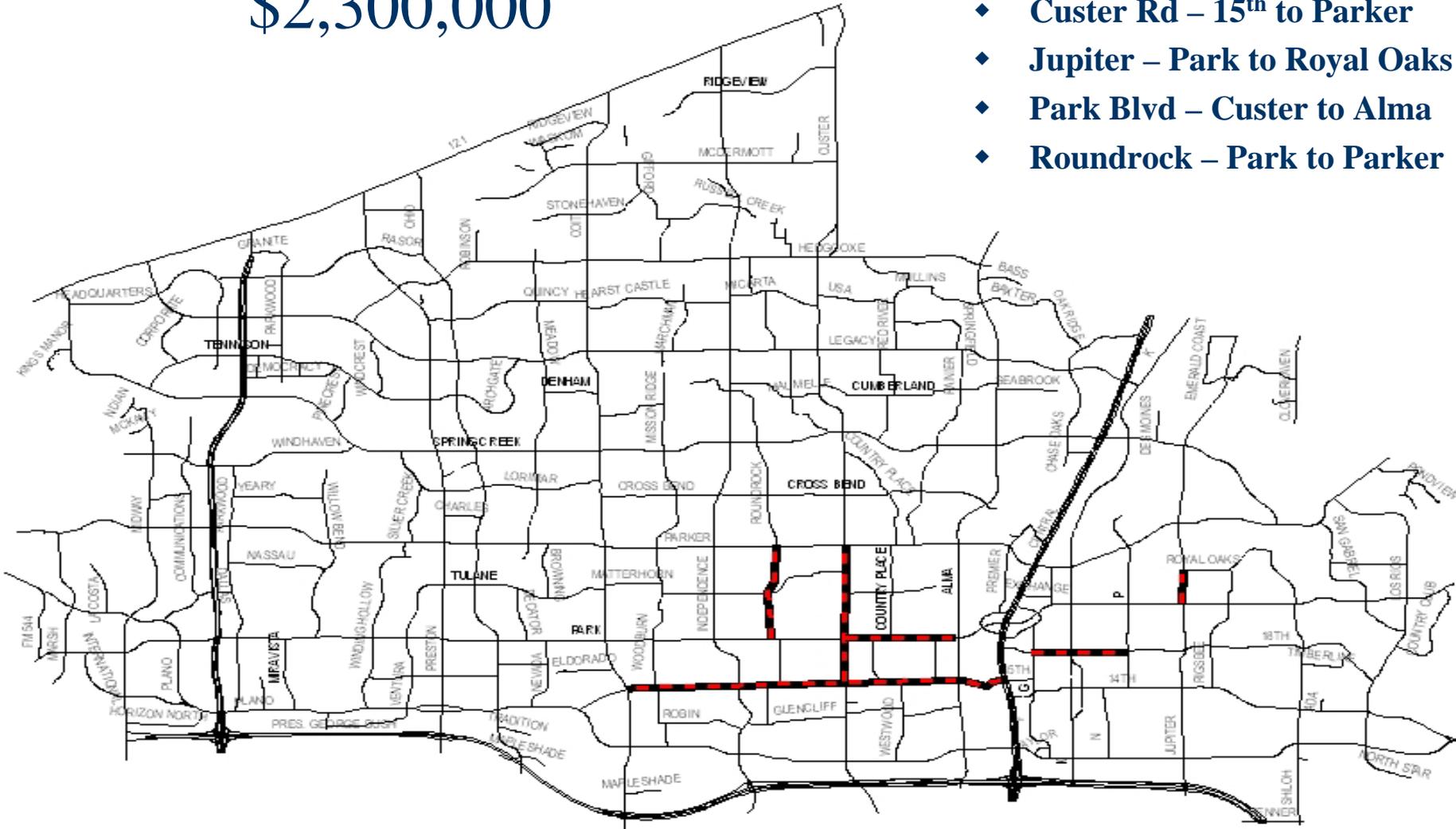
Residential Street / Alley Repair History



Arterial Concrete Repairs

\$2,300,000

- ◆ 15th St. – US 75 to Coit Rd
- ◆ 18th St. – G Ave to P Ave
- ◆ Custer Rd – 15th to Parker
- ◆ Jupiter – Park to Royal Oaks
- ◆ Park Blvd – Custer to Alma
- ◆ Roundrock – Park to Parker





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Budget	Initials	Date	
Department Head	Karen Rhodes	Executive Director		
Dept Signature:	<i>Karen Rhodes</i>	City-Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Anita Aldridge x7194				
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 PUBLIC HEARING				
CAPTION				
A Public Hearing on the Proposed FY 2006-07 Budget and FY 2006-07 Community Investment Program (CIP).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
A Public Hearing on the Proposed FY 2006-07 Budget and FY 2006-07 Community Investment Program (CIP).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

2-1

NOTICE OF PUBLIC HEARING ON THE BUDGET & COMMUNITY
INVESTMENT PROGRAM

The City Council of the City of Plano will hold a public hearing on the Proposed Budget and Community Investment Program (CIP) for Fiscal Year 2006-07. The hearing will be held on Monday, August 14, 2006 at 7:00 p.m. in the Council Chambers at the Plano Municipal Center, 1520 Ave. K., Plano.

All interested persons will be given an opportunity to be heard for or against any item or the amount of any item contained in the Proposed Budget or CIP.

Copies of the Proposed Budget and CIP are available for public inspection at each of the City's libraries.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Ave. L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the 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.

2-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes	Executive Director		
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>AW</i>	<i>8/8/06</i>
Agenda Coordinator (include phone #): Anita Aldridge x7194				
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				
A VOTE ON A PROPOSAL TO CONSIDER AN INCREASE IN TOTAL TAX REVENUE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	105,813,070
BALANCE		0	0	105,813,070
FUND(S): GENERAL FUND; GENERAL OBLIGATION DEBT FUND; TIF				
COMMENTS: The 2006-07 appraisal roll will generate revenues of approximately \$105,813,070, which have been included in the proposed 2006-07 Budget.				
SUMMARY OF ITEM				
If the Council intends to propose a tax rate that will increase tax revenue, then it must take a vote for the record regarding each council member's position on this proposal.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agvoteontaxincrease06				

3-1

PROPERTY TAX RATE CODE
FY 2006-07

Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in adopting their tax rates. The laws serve two purposes:

1. to make taxpayers aware of the tax rate proposal
2. to allow tax payers, in certain cases, to roll back or limit a tax increase.

There are four principles to the Truth In Taxation Law

1. Property owners have the right to know of increases in their properties' appraised value and to be notified of the taxes that could result from the new value.
2. A taxing unit must calculate and publish its effective and rollback tax rates before adopting an actual tax rate.
3. A taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the lower of the rollback rate or the effective tax rate. **(1.03% of the effective tax rate has been dropped.)**
4. If the unit adopts a rate that exceeds the rollback rate, voters may petition for an election to limit the rate to the rollback rate if more than 7% of the registered voters' sign a petition and an election is held. **(Was 10% for the City of Plano)**

2005 TAX YEAR CHANGES

Senate Bill 18 (for taxing units other than school districts, water districts and small taxing units) implemented the following changes that must be implemented this year.

1. The Hearing limit is now the lower of the rollback rate or effective rate. Previous law allowed 1.03% of the effective rate.
2. Governing bodies must hold two public hearings if over either rate. Previously only one public hearing was required.
3. The public hearing notice for both the newspapers and web site have changed.
4. For a rollback election, the number of signatures required for a rollback petition has changed to 7% of the numbered of registered voters of the taxing unit if the tax rate for the current year would impose taxes for maintenance and operation in an amount of at least \$5 million or 10% if less than \$5 million.
5. New required wording and type size on tax rate adoption ordinances for units adopting rates above the effective tax rate.

In order for the City to comply with the 2005 Tax Year changes, the proposed tax rate figure will need to be determined at tonight's City Council meeting in order for us to schedule the two required public hearings on Thursday, August 24th and Monday, August 28th. The tax rate can be decreased from the amount published but not increased. The tax rate is scheduled to be adopted on Monday, September 11th.

3-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	6/30/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/30/06
Agenda Coordinator (include phone #): Nancy Rodriguez x7510				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AMENDING AND EXTENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY AND ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING FOR NEW EXPIRATION DATES; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.				
SECOND READING - FIRST READING HELD AND APPROVED JUNE 26, 2006.				
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): GENERAL FUND				
COMMENTS:				
SUMMARY OF ITEM				
This ordinance will extend the existing gas franchise between the City of Plano and Atmos Energy Corporation. Amend the gross revenues definitions to eliminate the sale, transport, and the value of any gas sold to other gas utilities serving the citizens of the City of Plano from gross revenues.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo to Council				

4-1

MEMORANDUM

DATE: August 14, 2006

TO: City Council

THROUGH: Thomas Muehlenbeck, City Manager

FROM: Mark Israelson, Director of Customer and Utility Services

RE: Ordinance to Amend and Extend the Existing Atmos Energy Corporation Gas Franchise

The City of Plano and Atmos Energy Corporation have come to an agreement to extend the current franchise until December 31, 2012. Atmos is currently selling gas to CoServ Gas. By doing such, they have amended the gross revenues definitions to exclude the sale, transportation, and the value of any gas sold to CoServ Gas or any other gas utility currently serving citizens in the City of Plano. These amendments do not impact our franchise fees significantly, because CoServ Gas will be paying franchise fees on the gas sold to them by Atmos Energy.

4-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AMENDING AND EXTENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY AND ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING FOR NEW EXPIRATION DATES; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on November 23, 1992, the City Council of the City of Plano ("City") finally passed and approved Ordinance 92-11-50 granting a gas franchise to Lone Star Gas Company to own, operate, and maintain a gas distribution system in City; and,

WHEREAS, Atmos Energy Corporation ("Atmos") is a successor in interest to Lone Star Gas Company and the current holder of this gas franchise which would expire on December 23, 2007;

WHEREAS, the City and Atmos desire to amend said Ordinance to provide for a different consideration;

WHEREAS, the City and Atmos desire to extend the Ordinance, as amended, until December 31, 2012;

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

SECTION 1. The existing gas franchise ordinance between the City and Atmos is amended as follows:

- A. Effective January 1, 2007, the consideration payable by Atmos for the rights and privileges granted to Atmos by the franchise ordinance heretofore duly passed and amended by the governing body of this City and duly accepted by Atmos is hereby changed to be four percent (4%) of the Gross Revenues, as defined in Section 1.B. below, received by Atmos.
- B. "Gross Revenues" shall mean all revenue derived or received, directly or indirectly, by Atmos from or in connection with the operation of the System within the corporate limits of the City and including:
 - (1) all revenues received by Atmos from the sale of gas to all classes of customers within the City (excluding revenues gas sold to another gas utility in the City for resale to its customers within City);
 - (2) all revenues received by Atmos from the transportation of gas through the

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System of Atmos within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);

- (3) the value of gas transported by Atmos for Transport Customers through the System of Atmos within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos' monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross revenues" shall also include:
 - (a) other revenues derived from the following 'miscellaneous charges':
 - i. charges to connect, disconnect, or reconnect gas within the City;
 - ii. charges to handle returned checks from consumers within the City;
 - iii. such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
 - iv. contributions in aid of construction ("CIAC");
 - (b) revenues billed but not ultimately collected or received by Atmos; and
 - (c) gross receipts fees.
- (5) "Gross revenues" shall not include:
 - (a) the revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of Atmos;
 - (b) sales taxes;
 - (c) any interest income earned by Atmos; and
 - (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's rights of way.

- C. The provisions of this Section 1 shall apply only to calculation of the amount of the franchise fee to be paid and do not apply to any other franchise fee payment provisions, including without limitation the timing or recovery of such payments.

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SECTION 2. The term granted by Ordinance 92-11-50 is hereby extended for an additional five (5) years expiring on December 31, 2012. Unless notice of intent to renegotiate is given in writing by either party 180 days prior to the expiration date, the term of the franchise agreement shall be renewed for an additional term of five (5) years on the same terms and conditions as previously agreed to by the parties in Ordinance 92-11-50, as subsequently amended. If written notice of intent to renegotiate is not given by either party as set forth herein, the franchise agreement shall end on December 31, 2017.

SECTION 3. In all respects, except as specifically and expressly amended by this ordinance, the existing effective franchise ordinance heretofore duly passed and amended by the governing body of the City and duly accepted by Atmos or Atmos' predecessors in interest, shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided herein.

SECTION 4. In order to accept this amendment, Atmos must file with the City Secretary its written acceptance of this ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

SECTION 6. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

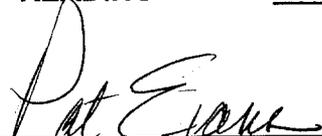
SECTION 7. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

SECTION 8. This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano with the second meeting to be at least 30 days from the first reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

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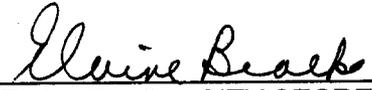
SECTION 9. This Ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon Atmos executing the written acceptance of this Ordinance attached hereto prior to the effective date; otherwise this Ordinance shall be null and void.

PASSED AND APPROVED ON FIRST READING THIS 26th **DAY OF**
June, 2006.



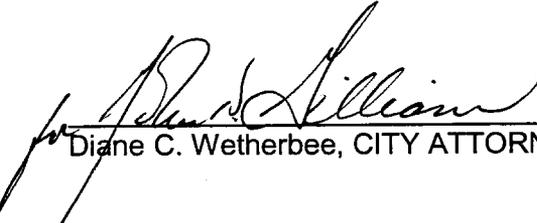
Pat Evans, MAYOR

ATTEST:



Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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ORDINANCE NO. _____

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACCEPTED BY ATMOS ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/14/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works Administration	Initials	Date	
Department Head	Jimmy B. Foster	Executive Director	<i>[Signature]</i>	8-9-06
Dept Signature:		City Manager	<i>[Signature]</i>	8/9/06
Agenda Coordinator (include phone #): Margie Stephens, ext. 4104				
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 type="checkbox"/> OTHER DIRECTION				
CAPTION				
Repair/Replacement of Screening Walls with Buttresses				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
<p>Annually, the Public Works Department replaces sections of the screening wall throughout the city. Many of these are thin wall panels from which layers of brick have separated; others are concrete panels that are leaning excessively. The common factor in all these replacements is the lack of structural integrity of the screening wall in question. The Public Works Department needs City Council direction concerning the repair/replacement of screening walls with buttresses.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Attached report				



P.O. Box 860358
Plano, Texas 75086-0358
972-769-4140
Fax No. 972-769-4172



MEMORANDUM

DATE: August 14, 2006

TO: Mayor and the City Council
Cc: Tom Muehlenbeck, City Manager
Rod Hogan, Executive Director

FROM: Jimmy B. Foster, P.E., Director of Public Works

SUBJECT: Repair/Replacement of Screening Walls with Buttresses

Annually, the Public Works Department replaces sections of the screening wall throughout the city. Many of these are thin wall panels from which layers of brick have separated; others are concrete panels that are leaning excessively. The common factor in all these replacements is the lack of structural integrity of the screening wall in question.

In Plano there are approximately 120 miles of screening walls, of which the City is responsible for approximately 70 miles. Of those 70 miles of screening wall, approximately 9.8 miles are concrete walls similar to those on the north side of Park Blvd. between Willowbrook Way and Cedar Elm Drive. (See map.) Over a period of years, 4,200 feet of these concrete walls have been reinforced with buttresses, some at ground level, others running the entire height of the wall. (See photographs.) With these buttresses, these screening walls are considered, for the most part, to be structurally sound, although it is obvious that these buttresses were installed due to suspected structural weaknesses in years past.

On September 8, 2003, the City Council received a report from the Director of Public Works and a consulting engineer. This presentation sought guidance from the City Council concerning the future maintenance of screening walls that are structurally sound but unsightly. Receiving general direction from the City Council to conserve structurally sound walls, the Public Works Department developed the following criteria:

1. Concrete screening walls must be out of vertical alignment by more than six (6) inches, and funding must be available.
2. Only sections of concrete screening wall meeting criteria # 1 will be replaced to the point where the existing concrete screening wall is two (2) inches out of vertical alignment.
3. As a general rule, entire walls being replaced between two points will be reconstructed as a brick thin wall. If only sections of a wall are being replaced, those sections will be reconstructed to match the existing wall in material and appearance.

Aesthetic enhancement of structurally sound screening walls will be considered along thoroughfares where there is a minimum of fifteen (15) feet of right-of-way (parkway) for landscaping and pedestrian pathways (sidewalks). As part of this screening wall improvement, sidewalks will not be placed adjacent to curb lines.

Recently two sections were replaced on Independence Pkwy. north of Parker Road. (See photographs. This new wall is not yet painted.) These two sections were 320 and 160 feet in length. The project was also scheduled to include the replacement of 210 feet of the wall on Park

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Blvd. between Willowbrook Way and Cedar Elm Drive. Some of the property owners near the screening wall along Park Blvd. have requested that the entire wall (1,000 feet in length) be replaced and that the project be halted until their request can be reviewed and evaluated. This request was discussed at the City Council meeting on May 22, 2006.

Constructed in the mid-1970's, this screening wall is composed of concrete with a false brick finish. Of the 1,000 feet of subject screening wall, only 210 feet meets the City's criteria for replacement; it is eight (8) inches out of vertical alignment. Generally, the Public Works Department limits the replacement of screening walls to those that are structurally unsound (per City Council direction). An all-too-common constraint related to this wall on Park Blvd. is the limited right-of-way, making any landscaping improvements virtually impossible.

The options available seem to be the following:

1. Do nothing. Although 210 feet of the wall is leaning, there is no eminent threat of collapse. The unattractive splices can be removed with no structural implication.
2. Replace the 210 feet of screening wall as originally proposed. This will cost approximately \$20,000, and all 1,000 feet of the wall will have the same appearance, however, approximately 800 feet of ground-level buttresses would remain.
3. Replace the 1,000 feet of screening wall with a concrete wall having a false brick finish. This would eliminate the ground-level buttresses, but the limited right-of-way would make other landscaping beautifications impossible. This will cost approximately \$100,000.
4. Replace all 1,000 feet of the screening wall with a thin-wall brick construction that meets current standards. This will cost approximately \$136,000. Similar to Option # 3, landscaping beautifications would not be possible.

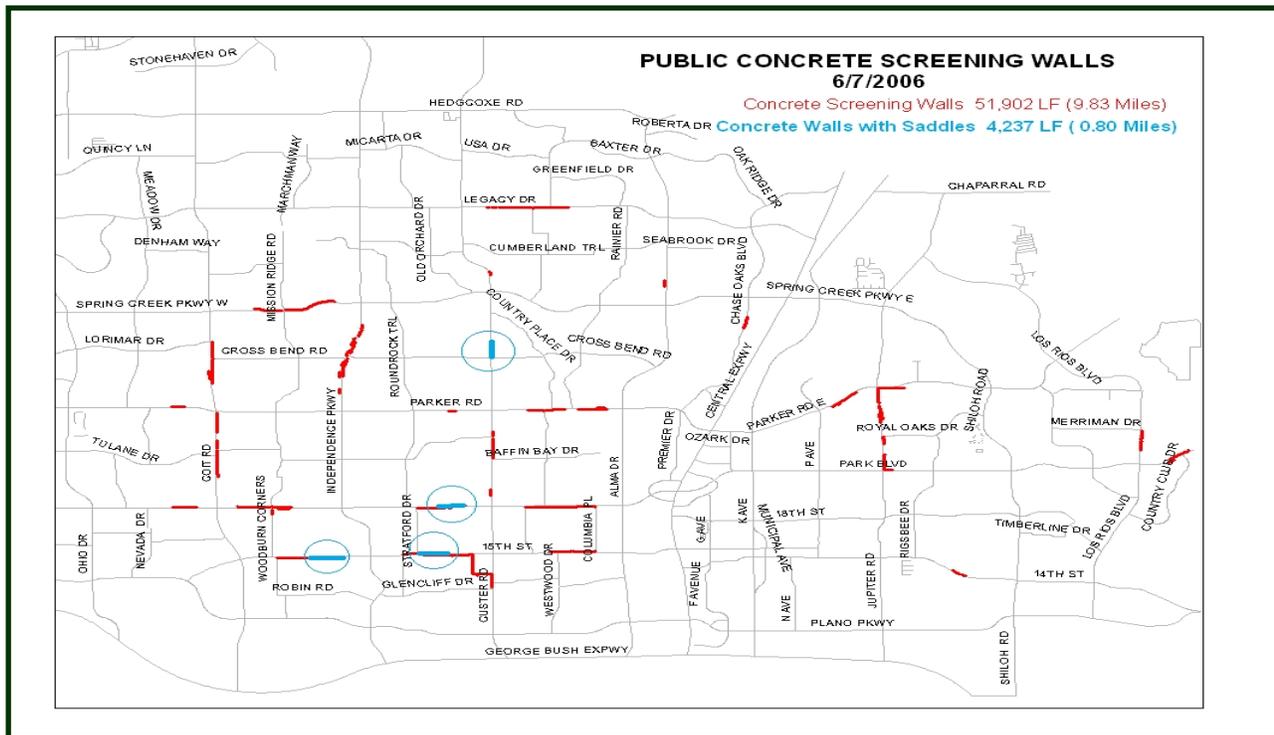
If either Option # 3 or # 4 were to be pursued, it could logically be considered that all 4,200 feet of this type of wall (with buttresses or "saddles" as identified on the map) could be replaced in the future, irrespective of its structural condition. The cost estimate to replace this 4,200 feet of screening wall would be \$650,000.

Screening walls in the city of Plano are among the most visible infrastructure elements and reflect the quality of the entire infrastructure in Plano. In many cases, they are the first thing visitors see as they enter the city of Plano or one of its neighborhoods. The ground-level buttresses are unsightly and do not exemplify the existing or desired quality of the other public works improvements in the city.

Recommendation: All existing concrete screening walls with buttresses be replaced with thin-wall brick construction as planning and funding through the CIP program will permit.

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