

CITY COUNCIL

1520 AVENUE K



DATE: 8/23/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION: Dr. Leon Aduddell
First Baptist Church Plano
PLEDGE OF ALLEGIANCE:

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>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> August 9, 2010</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>	
(b)	Bid No. 2010-178-B, for the 2009-2010 Arterial Concrete Pavement Rehab - Custer Road, N. President George Bush Highway to State Highway 121 to Hencie International, Inc. in the amount of \$909,115 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2010-186-B for the 2009-2010 Residential Concrete Pavement Rehab, Zone G7 & J4 to Jerusalem Corporation, Inc. in the amount of \$1,591,765 and authorizing the City Manager to execute all necessary documents.	
	<p><u>Approval of Contract Modification</u></p>	
(d)	To approve and authorize Contract Modification No. 4 for the purchase of engineering design services for Communications Parkway – Spring Creek Parkway to Tennyson Parkway in the amount of \$32,583 from Dannenbaum Engineering-Dallas, LLC. This modification will provide for relocation of storm drain system to accommodate adjoining property owner.	
	<p><u>Adoption of Strategic Plan</u></p>	
(e)	Adoption of the City Council Strategic Plan for 2010-2025	
	<p><u>Adoption of Resolutions</u></p>	
(f)	To authorize continued participation with the Atmos Cities Steering Committee; authorizing the payment of two cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.	
(g)	To approve 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; and providing an effective date.	
(h)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District; providing terms and conditions for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To approve the terms and conditions of Amendment Three to Verizon Business Services Agreement by and between Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To nominate Tektronix Texas, LLC ("Tektronix" or the "Company"), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.	
(k)	To approve the terms and conditions of a Real Estate Contract between the City of Plano and Baccus Partnership, LLC, for the purchase of 73,613 sq. ft. of land and 80,103 sq. ft. of temporary construction easement for Communications Parkway north of Spring Creek Parkway, situated in the H.B. Miller Survey, Abstract 614; authorizing its execution by the City Manager; and providing an effective date.	
(l)	To authorize the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System in the amount of \$82,964 for a twelve month service term, authorizing its execution by the City Manager; and providing an effective date.	
(m)	<p><u>Adoption of Ordinances</u></p> <p>To repeal Ordinance No. 2001-2-27 codified as Section 2-9 Lawsuits and Risk Management of Article I In General, of Chapter 2 Administration of the Code of Ordinances of the City of Plano, Texas and replacing it with a new Section 2-9 to revise the settlement authority of the City Council and the City Manager regarding City claims or lawsuits, and to dissolve the Risk Management Steering Committee; providing a severability clause, a repealer clause, a savings clause, a publication clause and an effective date.</p>	
(n)	To amend Article I of Chapter 14, Offenses - Miscellaneous of the City of Plano Code of Ordinances to add a new section prohibiting the intent to commit prostitution in a public place; providing a penalty clause, a severability clause, a savings clause, and an effective date.	
(o)	To determine the public use, need and necessity for the acquisition of a permanent street easement on a 0.0073 acre (317 square feet) tract of land located in the James Beverly Survey, Abstract No. 120 and situated at the northwest corner of the intersection of Jupiter Road and Summit Avenue, in the City of Plano, Collin County, Texas, for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	<p>To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish prima facie maximum speed limits for motor vehicles operating upon Rasor Boulevard, repeal the prima facie maximum speed limits for motor vehicles operating on certain sections of Yeary Road and Farm to Market Road (FM) 544, amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Hedgcoxe Road and Preston Meadow Drive, revise the limits of the speed zones for certain sections of Custer Road and Headquarters Drive, and change the name of Spring Creek Parkway Highway within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(q)	<p>To add Section 12-100.5 to Chapter 12 (Traffic Code), of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of a vehicle within ten (10) feet of a curbside residential mailbox between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday within the City limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>	
(r)	<p>To repeal Ordinances 88-1-8 and 2001-6-2 codified as section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano Texas and adopting a new section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano providing for references to the maximum penalties for specified conduct and to incorporate State requirements for establishing a culpable mental state in any prosecution filed under this Code; and providing a severability clause; a repealer clause, a savings clause; and an effective date.</p>	
<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p>		
<p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>		
<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>		
(1)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2010-09 - Request to rezone 7.1± acres located on the east side of North Star Road, 710± feet south of Plano Parkway from Research/Technology Center to Planned Development Research/Technology Center. Applicant: The Assured Group</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Public Hearing on the FY 2010-11 City Manager's Recommended Budget and the FY 2010-11 Proposed Community Investment Program (CIP).	
(3)	<p>Discussion of the FY 2010-11 City Manager's Recommended Budget and the FY 2010-11 Proposed Community Investment Program (CIP).</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>	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 9, 2010**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:07 p.m., Monday, August 9, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:40 p.m. Mayor Dyer 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/Litigation, discuss Personnel, Section 551.074; and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:02 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Personnel: Reappointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Harris and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Jamey Cantrell, Dr. Karen Dubrow, Pylar Pinkston, Aubrie Wolff.

Parks and Recreation Planning Board

Upon a motion made by Council Member Davidson and seconded by Council Member Harris, the Council voted 8-0 to reappoint David L. Loughridge and Chris L. White.

Retirement Security Plan Committee

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 8-0 to affirm City Manager Muehlenbeck's recommendation and reappoint Stephen E. Doud.

Senior Citizens Advisory Board

The Council deferred consideration of reappointments.

Council Appointments to Various Committees and Organizations

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem Dunlap, the Council voted 8-0 to remove the Texas Clean Air Steering Committee (Council of Governments) from the appointment list and to add the Texas Clean Air Cities Coalition with Council Member Davidson as a member.

DART Report

DART Board Member Faye Wilkins advised the Council regarding the status of the budget process advising that it will be out to the member cities in the near future and will be approved on September 28, 2010. She spoke to the attendance at meetings related to the Cottonbelt line and incorporation of public comments. Ms. Wilkins spoke to continued exploration of the paid parking program. She advised that discussions regarding senior transportation will be held on August 24 and that she would provide information to the Council. Ms. Wilkins responded to the Council regarding efforts to ensure payment of fares advising that the cost of enforcement nearly mirrors additional revenues collected.

Update on Renovations to Fire Station #4

Assistant Chief Thompson reviewed the history of Fire Station #4, its status as the technical rescue station and the department's need for space to store reserve apparatus/vehicles. He advised that there will be no increase in personnel costs and spoke to the timetable for completion in late 2011.

Discussion Regarding Staff Car Allowances

City Manager Muehlenbeck responded to Council Member Smith regarding base rates in place since 1982, Staff review, allowances included in employment agreements and movement of some employees off the program, and expenses of those traveling outside the City. He reviewed potential costs for additional pool vehicles including, fuel, parking facilities and insurance and spoke to cost savings related to those who utilize personal vehicles for inspections. Council Member Smith requested information regarding the number of miles driven and spoke to possible mileage reimbursement.

Departmental Report - Libraries

Director of Libraries Ziegler spoke to the department mission to provide a welcoming and supportive environment for engaging our community, enriching lives and educating minds. She spoke of the multi-faceted staff, introduced library managers and administrative staff and responded to the Council regarding access of the virtual library and use of technology in the future.

Consideration of 2011 City Council Meeting Dates

The Council rescheduled the March 14, 2011 meeting to Tuesday, March 8, 2011 and the December 26, 2011 meeting to Tuesday, December 20, 2011.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Staff requested that Consent Agenda Item "D," an engineering services contract between the City and Pacheco Koch Consulting Engineers, Inc. be removed for individual consideration.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:58 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL

August 9, 2010

COUNCIL MEMBERS

Phil Dyer, Mayor

Lee Dunlap, Mayor Pro Tem

Pat Miner, Deputy Mayor Pro Tem

Ben Harris

André Davidson

Lissa Smith

Harry LaRosiliere

Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager

Frank Turner, Deputy City Manager

Bruce Glasscock, Deputy City Manager

LaShon Ross, Deputy City Manager

Mark Israelson, Assistant City Manager

Diane C. Wetherbee, City Attorney

Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, August 9, 2010, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Deacon Louis Munoz of Prince of Peace Catholic Community and the Pledge of Allegiance was led by Brownies from Hughston Elementary.

Mayor Dyer accepted a presentation recognizing the City of Plano for Medical Transportation Service Re-accreditation.

Comments of Public Interest

Plano residents Lee Stark, Reena Schwartz and Edward Mathalan requested Council reconsider elimination of the Senior Rides Program and spoke to it providing transportation for office visits and shopping, allowing seniors to live independently.

Consent Agenda

Staff requested that Consent Agenda Item "D" be removed for individual consideration.

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

Approval of Minutes (Consent Agenda Item "A")

July 26, 2010

July 28, 2010

Approval of Expenditures

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

Bid No. 2010-166-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Outdoor Litter and Restroom Service for the Parks and Recreation Department to Northstar Facility Services in the amount of \$95,336 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Purchase from an Existing Contract

To approve the purchase and installation of replacement fitness room equipment for Oak Point Center and the Tom Muehlenbeck Center in the amount of \$113,683 from Fitness Center Outfitters through an existing contract and authorizing the City Manager to execute all necessary documents (Buyboard Contract #336-10). (Consent Agenda Item "C")

Approval of Contract Modification

First Modification to an Interlocal Agreement by and between the City of Plano, Texas and the Dallas County Community College for Richland College in the amount of \$25,000 through an existing agreement 2009-210-I with Dallas County Community College District for Richland College for Business Productivity courses; authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Adoption of Resolutions

Resolution No. 2010-8-1(R): To accept the Certified Appraisal Rolls for Fiscal Year 2010-11 for Collin County and Denton County, and providing an effective date. (Consent Agenda Item "F")

Resolution No. 2010-8-2(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as a part of the City's Professional Development Program, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2010-8-3(R): To approve the Investment Portfolio Summary for the Quarter Ending June 30, 2010 and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2010-8-4(R): To review and approve the City's written Public Funds Investment Policy; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2010-8-5(R): To approve the settlement of the lawsuit styled Linda Sanders-Burns, Individually and as heir of the Estate of Anthony Demille Sanders, Deceased v. City of Plano and Police Officer Joseph Cabezuela, Civil Action No. 2:06-CV-439, United States District Court, Eastern District of Texas, Marshall Division in the amount of \$150,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date. (Consent Agenda Item "J")

Adoption of Ordinances

Ordinance No. 2010-8-6: To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to delete school zones on Alma Drive from north of Plano Parkway to south of Plano Parkway, and on Ventura Drive from north of Plano Parkway south to Plano Parkway; to revise the endpoints of school zones on the section of Alma Drive from north of 15th Street to south of Janwood Drive, and on Carmel Drive from Westwood Drive to Custer Road; to revise the designated times of operation for the school zone on Village Creek Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “K”)

END OF CONSENT

Approval of Contract: To approve an Engineering Services Contract by and between the City of Plano and Pacheco Koch Consulting Engineers, Inc. in the amount of \$298,942 for the Park Boulevard Corridor Intersection Improvements project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Director of Public Works/Engineering Upchurch spoke to existing conditions and upgrades planned at the intersections of Park Boulevard and Coit Road, Custer Road, Alma Drive, K Avenue and Jupiter Road. Council Member Smith requested information on upgrades be included at the upcoming neighborhood roundtable.

Upon a motion made by Council Member Harris and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve an Engineering Services Contract between the City and Pacheco Koch Consulting, Engineers, Inc. in the amount of \$298,942 for Park Boulevard Corridor Intersection improvements.

Bid No. 2010-169-B for Pecan Hollow Golf Course Renovation to TDI International dba TDI Golf in the amount of \$7,514,491 and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item “1”)

Director of Parks and Recreation Fortenberry spoke to the repairs planned, approval by voters in the 2005 and 2009 bond programs and monies available from the Drainage Fund for erosion control and the Parks Fund for trail connections.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve Bid No. 2010-169-B for Pecan Hollow Golf Course Renovation to TDI International dba TDI Golf in the amount of \$7,514,491.

Discussion of the FY 2010-11 Proposed Community Investment Program (Regular Agenda Item “2”)

Director of Parks and Recreation Fortenberry spoke to funding provided by the Park Improvements/Recreation Centers Bond Programs, Park Fee Program and Parks Capital Reserve Fund. She reviewed the recreation center project – Aquatic Center renovation (\$1.5 million); park improvement projects – Arbor Hills (\$50,000), athletic field renovations (\$600,000), land acquisitions (\$1.2 million), Oak Point Park (\$100,000) and park improvements (\$350,000). She spoke to park improvement projects – Pecan Hollow Golf Course (\$8 million), trail connections (\$1.5 million), White Rock Creek CP (\$100,000), bikeway system (\$243,000), and Chisholm Trail (\$1.7 million). Ms. Fortenberry reviewed the Park Fee Project – greenbelt acquisitions (\$865,000); and Capital Reserve Fund items – athletic field renovation (\$500,000), irrigation renovations (\$400,000), park shelter replacements (\$600,000), park structure and equipment (\$515,000), playground replacement (\$300,000), pool equipment (\$100,000), public building landscapes (\$125,000), recreation center equipment (\$100,000), silt removal (\$300,000), trail repairs (\$600,000) and other projects (\$170,000).

Engineering Manager Cosgrove advised that the Public Works/Engineering portion of the CIP includes the Street Improvements Program with rehabilitation projects (\$2.5 million), design projects (\$1.2 million), capacity improvements (\$1.9 million), funding continuation for previous projects (\$8.8 million) and miscellaneous (\$3.5 million). He spoke to other funding sources including counties, tax increment financing districts, Texas Department of Transportation and RTR funds. Mr. Cosgrove spoke to municipal drainage projects (\$4.3 million), water improvements (\$5.6 million), sewer improvements (\$5.1 million) and capital reserve projects (\$9.7 million). He advised that there will be review of the Legacy Drive/Preston Road intersection prior to implementation of another location for the *Michigan Left Turn* lanes.

Facilities Manager Razinha advised the Council regarding extending the life of major elements within buildings and evaluating strategies for energy reductions. He spoke to Facilities Capital Reserve (\$2 million) focusing on energy reduction, building modifications and Facilities Projects (\$7.4 million) including Fire Stations #2, #6, and #7; technology services facility; and radio system infrastructure. He spoke to items brought forward from prior years including Fire Station #13 and the expansion of Fire Station #4. Mr. Muehlenbeck spoke to a \$27 million reduction in the CIP as proposed.

Public Hearing on the FY 2010-11 Recommended Budget and the FY 2010-11 Proposed Community Investment Program (CIP). (Regular Agenda Item “3”)

City Manager Muehlenbeck spoke to the recommendation of a 1.49 cent tax increase strictly for debt service rather than a transfer from the General Fund. He spoke to cuts in positions and services from operations/maintenance and information provided to voters at bond elections advising of the maximum tax that could be levied to pay for improvements.

Kevin Anderson, of the Plano Tea Party, spoke in opposition to a tax increase and to making further cuts. Mayor Dyer advised regarding the Budget Worksession to be held on August 14.

A Vote on a Proposal to Consider an Increase in the Total Tax Revenue (Regular Agenda Item “4”)

Director of Budget and Research Rhodes-Whitley advised the Council regarding the requirement for a record vote should they wish to propose a tax rate exceeding either the effective or rollback rates. She spoke to the recommended rate of 50.35 cents per \$100 valuation as an increase of 1.49 directly for debt with no increase on operations/maintenance, the requirement to fund debt at 100% and the impact of \$14.00 per year on the average home’s tax bill. Ms. Rhodes reviewed Truth in Taxation Laws and how they apply to notification, public hearings and processing of rates higher than the effective/rollback rates. The Council concurred not to consider a rate over the effective rate of 52.03 cents.

Public Hearing and adoption of Ordinance No 2010-8-7 as requested in Zoning Case 2010-06, to amend Section 1.600 Definitions of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Section 3.400 (Lot Regulations), Subsection 3.801 of Section 3.800 (Height Regulations), and Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to church and rectory uses and other religious uses and facilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “5”)

Planning Manager Firgens spoke to updating the Zoning Ordinance to ensure it is more aligned with state and federal laws and to address today’s wide range of religious land uses. She further stated Staff’s recommendation that housing for the homeless (as related to religious facilities) should remain classified as either as a household care facility or institution as defined in the Zoning Ordinance. Ms. Firgens advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

1. Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to read as follows:

1.600 Definitions

~~Church and Rectory~~ Religious Facility – A building ~~for regular assembly for religious worship which is used primarily for such purpose~~ used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for ~~ministers, priests, nuns, or rabbis~~ religious personnel on the premises.

2. Amend Section 3.400 (Lot Regulations) of Article 3 (Supplementary Regulations) to read as follows:

Ordinance No 2010-8-7 (cont'd)

3.400 Lot Regulations

3.401 Independent living facilities, assisted living facilities, long-term care facilities, continuing care facilities, community centers, hospitals, ~~churches~~, colleges, universities, trade and commercial schools, and public, private, and parochial schools located in any residential district shall have a minimum site area of two acres ~~and shall have access to a street with a minimum 36 feet of pavement width.~~

3.402 Religious facilities, independent living facilities, assisted living facilities, long-term care facilities, continuing care facilities, community centers, hospitals, colleges, universities, trade and commercial schools, and public, private, and parochial schools located in any residential district shall have access to a street with a minimum 36 feet of pavement width.

~~3.402~~ 3.403 Through lots are hereby prohibited.

~~3.403~~ 3.404 Where residential lots have frontage on streets at opposite ends of the lot, a screening wall or other permanent barrier shall be constructed on the property line so that access is denied to one of the adjacent streets.

~~3.404~~ 3.405 In the case where excess right-of-way is dedicated by plat for the purpose of construction an overpass and where such right-of-way exceeds the normal right-of-way required by the Thoroughfare Plan for the adjacent street, development which occurs on the property from which the excess right-of-way was dedicated may utilize the dedicated excess right-of-way in computing floor area ratio and lot coverage.

3. Amend Subsection 3.801 of Section 3.800 (Height Regulations) of Article 3 (Supplementary Regulations) to read as follows:

3.800 Height Regulations

3.801 In all zoning districts and planned developments, water standpipes and tanks, ~~church steeples~~ religious facility architectural features, bell towers, domes and spires on school buildings and institutional buildings, the roofs of auditoriums and sanctuaries of one story construction, and public safety structures may be erected to exceed the district's maximum height. Side and rear yards shall be increased by two additional feet, and the front yard shall be increased by one additional foot, for each foot that such structures exceed the district's maximum height where adjacent to residential districts. The increase in the required yard shall apply only to the portion of the structure that causes the increased yard requirements. See Sections 3.600 and 3.700 for additional side and rear yard setbacks in nonresidential zoning districts.

4. Amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) to read as follows:

Ordinance No 2010-8-7 (cont'd)

3.1107 Schedule of Off-Street Parking

Amend parking requirements for religious facility as follows:

~~Church~~ Religious Facility – One space ~~for per each~~ every five ~~seats~~ persons accommodated in the main ~~sanctuary~~ assembly area(s). (No maximum number of parking spaces.)

5. Any reference to ‘church’ and/or ‘church and rectory’ in the Zoning Ordinance shall be changed to ‘religious facility.’

Ms. Firgens responded to the Council, advising that under current regulations, only church staff are considered residents and the household care facility category allows a maximum of eight persons. She spoke to the Commission’s recommendation encompassing more diversity and to engaging with facility architects when determining parking calculations (to provide for diverse seating arrangements). She clarified the differences between household care facilities and institutions, advising that institutions are not allowed by right in any area of the City and that churches require a specific use permit to offer housing.

Mayor Dyer opened the Public Hearing. Gary Rodenbaugh, Family Promise of Collin County, Inc. spoke to the homeless in the City and requested expansion of zoning to allow up to 14 guests, two hosts and maximum of 28-35 nights. He spoke to churches participation in the program and collaboration across Collin County. Deborah Stubbe, Family Promise of Collin County, spoke to keeping families together and expansion to 14 guests. Priscilla Kimery, Family Promise of Collin County, spoke to offering the City a no-cost method of addressing homelessness. Resident John Buttman spoke to including verbiage not to allow additions/facilities within 100 feet of an operating liquor store and to closer review of requests for expansion or new buildings. Resident Dale Waggoner spoke to caring for Plano citizens. Reverend Patrick Prince of Community Unitarian Church spoke in support of expanding to 14 guests and two hosts and to the revenue neutrality of the request. Resident Kimberly Potter spoke to developing property for commercial/business uses rather than homeless shelters. Resident Ted Wesley spoke to determining parking requirements based on capacity rather than seating. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Firgens responded to the Council, stating that those wishing to house more than eight guests would need to request a variance from the Board of Adjustment. Director of Planning Jarrell advised that churches could utilize existing education or cafeteria areas or may construct an overnight facility. Council Member LaRosiliere stated that any regulations adopted would cover all religious facilities and not just those associated with Family Promise. Mayor Dyer spoke to locations where additional residents may impact neighbors and moving ahead as proposed before increasing the number of guests.

Ordinance No 2010-8-7 (cont'd)

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve the request to amend Section 1.600 Definitions of Article 1, Subsection 2.502 of Section 2.500 of Article 2, Section 3.400, Subsection 3.801 of Section 3.800, and Subsection 3.1107 of Section 3.1100 of Article 3, and related sections of the Comprehensive Zoning Ordinance of the City pertaining to church and rectory uses and other religious uses and facilities as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2010-06; and further to adopt Ordinance No 2010-8-7

Public Hearing and adoption of Ordinance No. 2010-8-8 as requested in Zoning Case 2010-08, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 604 so as to allow the additional use of a 90-foot Commercial Antenna Support Structure located 220± feet east of Coit Road and 480± feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned 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, a publication clause, and an effective date. Applicant: Morledge Holdings, LP (Regular Agenda Item "6")

Director of Planning Jarrell spoke to the request to remove the existing 60-foot tower and construct a new 90-foot tower in the same location to allow for collocation for multiple carriers. She further advised that due to a letter in opposition received from a property owner within 200 feet, approval requires a three-quarter vote of Council. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval subject to the commercial antenna support structure being constructed as a flagpole stealth design.

Mayor Dyer opened the Public Hearing. Vincent Huebinger of Vincent Gerard & Assoc. Inc., representing the applicant, provided information regarding coverage, location and design. He responded to Mayor Dyer, stating that the "footprint" will be expanded by two parking spaces. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, granting Specific Use Permit No. 604 to allow the additional use of a 90-foot Commercial Antenna Support Structure located 220± feet east of Coit Road and 480± feet north of Hedgcoxe Road, in the City of Plano as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2010-08; and further to adopt Ordinance No. 2010-8-8.

Public Hearing and adoption of Ordinance No. 2010-8-9 as requested in Zoning Case 2010-11, to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended pertaining to commercial amusement (outdoor) uses and development standards within the Regional Employment zoning district; and providing a publication clause, 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 2010-8-9 (cont'd)

Director of Planning Jarrell advised regarding recent discussions with developers related to a potential commercial amusement use currently prohibited (eg. batting cages, miniature golf, go-karts, etc.) and spoke to other districts in which these uses are allowed with a specific use permit. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as follows: Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Zoning Ordinance to allow commercial amusement (outdoor) use in the Regional Employment zoning district with approval of a specific use permit.

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

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to amend Subsection 2.502 of Section 2.500 of Article 2 and related sections of the Comprehensive Zoning Ordinance of the City, pertaining to commercial amusement (outdoor) uses and development standards within the Regional Employment zoning districts as recommended by the Planning and Zoning Commission and requested in Zoning Case 2010-11; and further to adopt Ordinance No. 2010-8-9.

The Council recessed at 9:07 p.m. and resumed at 9:17 p.m.

Public Hearing and consideration of a Resolution to amend the 2009-10 Action Plan to include the additional activity of land purchase in the amount of \$700,000 to support homeless transitional housing and services; and providing an effective date. (Regular Agenda Item "8")

Community Services Manager Day spoke to the request related to the U.S. Housing and Urban Development funding process, limited opportunities to meet the City's goals of providing services to the homeless and including a loan against future dollars to be repaid over ten years. Ms. Day stated that the focus is only on funding and is not site-specific, utilizes federal funds and will not impact the budget, and approval does not guarantee the City will receive funds which must be HUD approved. She responded to the Council, advising that approval will not impact public service funding but will impact housing and community construction goals, spoke to occasions when all funds were not utilized by agencies, stated that the process is "open" and not limited to a specific timeframe and spoke to the longevity of Community Development Block Grant funding.

Mayor Dyer opened the Public Hearing. Lynne Sipiora, Executive Director of The Samaritan Inn, spoke to the number of residents coming from Plano, growth of the homeless population, and those turned away from the program. Jim Maletok, Samaritan Inn Director of Operations, reviewed the program and resources, graduation rates, and advised regarding the objective to serve those from Collin County. He advised regarding partnering with the City and citizens and working to find the right location. Citizens Cara Mendelson, Philip Snyder, Jim McGuire, and John F. Reglin spoke in support of the request. Murphy resident Rebecca Walls; Leslie Boysen representing Health Services of North Texas; and Laura Fall, representing the Collin County Homeless Coalition spoke in support. Former resident of Samaritan Inn Denny James; Mark Layer of the Society of St. Vincent de Paul/St. Mark; Plano resident Warner Richeson and Parker resident Erica Johnson spoke in support.

Consideration of a Resolution to amend the 2009-10 Action Plan (cont'd)

Olan Knight spoke in opposition to the location being considered and David Minaldi, representing the Los Rios Homeowners Association spoke in opposition and to keeping properties zoned for light commercial/light industrial in the Research/Technology district. Plano residents Steve Reese, Cathie Reese, Transwell Livingston, Elfrieda Cole, Jay Breeding, and John Stanley of Chase Oaks Church spoke in support. Samaritan Inn volunteer Iva Hollenberg and Plano residents James Thomas, Mary Alice Garza, and Richard Simmons spoke in support. Plano citizen Lane L. Weible spoke in opposition. Plano Resident Katherine Brewer spoke to opposition by the Pheasant Landing homeowners and delaying a decision until consideration of potential property. Plano citizen Alan Smith spoke in opposition and requested denial or tabling. President of the League of Women Voters Patty Jantho; Plano resident Deanna Thompson; Rev. Patrick Price of Community Unitarian Universal Church of Plano; and Plano Housing Authority Director Helen Macey spoke in support. Amanda Beltz-Jestu requested approval having been assisted by Samaritan Inn. Plano Residents Shep Stahel and Mark Case spoke to a request to rezone property in the Technology/Research District for the Samaritan Inn and delaying a decision until that case comes before Council. Plano resident Sherryl Archer spoke to the City exercising due diligence before making a decision and resident Michael Petersen spoke in support. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Day responded to the Council Member LaRosiliere, advising that the City has a portfolio of loans to address payment should the entitlement funds no longer be available and spoke placing a lien on the property, if needed, until full payment is made. She advised that should a more expensive location be chosen, another loan process would ensue or the Samaritan Inn would provide additional funding. Ms. Sipiora spoke to consideration of various sites and responded to the Council regarding anticipated capacity in Plano and expansion planned in McKinney.

Deputy Mayor Pro Tem Miner stated concern regarding locating the facility within the Retail/Technology district and to opposition by businesses. He spoke to moving through the zoning process prior to consideration of funding and made a motion to table the request until the zoning application process is complete. Mayor Dyer seconded and spoke to consideration of the location at a later time. Council Member LaRosiliere stated his support for funding, but advised that this action does not indicate support/opposition to any specific location on his part.

Mayor Pro Tem Dunlap spoke to the timeframe for financing, this request being related to funding for Samaritan Inn and zoning considered independently. Council Member Callison stated opposition to tabling the request, spoke to starting a funding process to meet Council plans and to the Planning and Zoning Commission making an independent decision.

A motion was made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere to table consideration of a resolution to amend the 2009-10 Action Plan to include the additional activity of land purchase in the amount of \$700,000 to support homeless transitional housing and services. The Council voted 6-2 in favor with Mayor Pro Tem Dunlap and Council Member Callison voting in opposition. The motion carried.

Consideration of a Resolution to authorize the Filing of an Application in an amount not to exceed \$700,000 under the U. S. Department of Housing and Urban Development Section 108 Loan Guarantee Program; approving its execution by the City Manager; and providing an effective date. (Regular Agenda Item “9”)

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member LaRosiliere, the Council voted 8-0 to table consideration of a resolution to authorize the filing of an application in an amount not to exceed \$700,000 under the U.S. Department of Housing and Urban Development.

Mayor Dyer adjourned the meeting at 11:23 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	08/23/2010
Department:	Public Works Administration / David Falls
Department Head	Alan Upchurch
Agenda Coordinator (include phone #): Kim McFarland 972-769-4109	

CAPTION

Award of Bid No. 2010-178-B, for the 2009-2010 Arterial Concrete Pavement Rehab - Custer Road, N. President George Bush Highway to State Highway 121 to Hencie International, Inc. in the amount of \$909,115 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,129,912	4,484,000	2,300,000	8,913,912
Encumbered/Expended Amount	-2,129,912	-1,762,480	0	-3,892,392
This Item	0	-909,115	0	-909,115
BALANCE	0	1,812,405	2,300,000	4,112,405

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2009-10 Re-Estimated Capital Reserve Fund. This item, in the amount of \$909,115, will leave a current year balance of \$1,812,405 for the Arterial Concrete Repair project.

STRATEGIC PLAN GOAL: Street pavement repairs relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the bid for the 2009-10 Arterial Concrete Pavement Rehab - Custer Road, N. President George Bush Hwy to SH 121 to Hencie International, Inc., in the amount of \$909,115 for Alternate No. 1 (Cement that is produced by cement manufacturing that meets or are below the source cap limits for emissions established by the TCEQ) which is within 5% of the base bid, be accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 10,323 SY of concrete paving and 13,680 SF of concrete sidewalk along Custer Road between N. President Geo. Bush Hwy and SH 121.

The secondary vendor being recommended is Jim Bowman Construction Company LLP in the amount of \$1,002,725.

Engineer's estimate for this project is \$1,250,151.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

CITY OF PLANO

BID NO. 2010-178-B

2009-10 Arterial Pavement Rehab Custer Rd. – N. President George Bush Hwy. to SH 121 Project No. 6063
CORRECTED BID TABULATION

Bid opening Date/Time: July 29, 2010 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Base Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Hencie International	\$909,115.10	Yes	\$909,115.10
Jim Bowman Construction	\$1,002,725.00	Yes	\$1,002,725.00
Jerusalem Corporation	\$1,146,432.50	Yes	\$1,146,432.50
Santos Construction	\$1,205,156.50	Yes	\$1,205,156.50
Texas Standard Construction	\$1,596,130.00	Yes	\$1,596,130.00

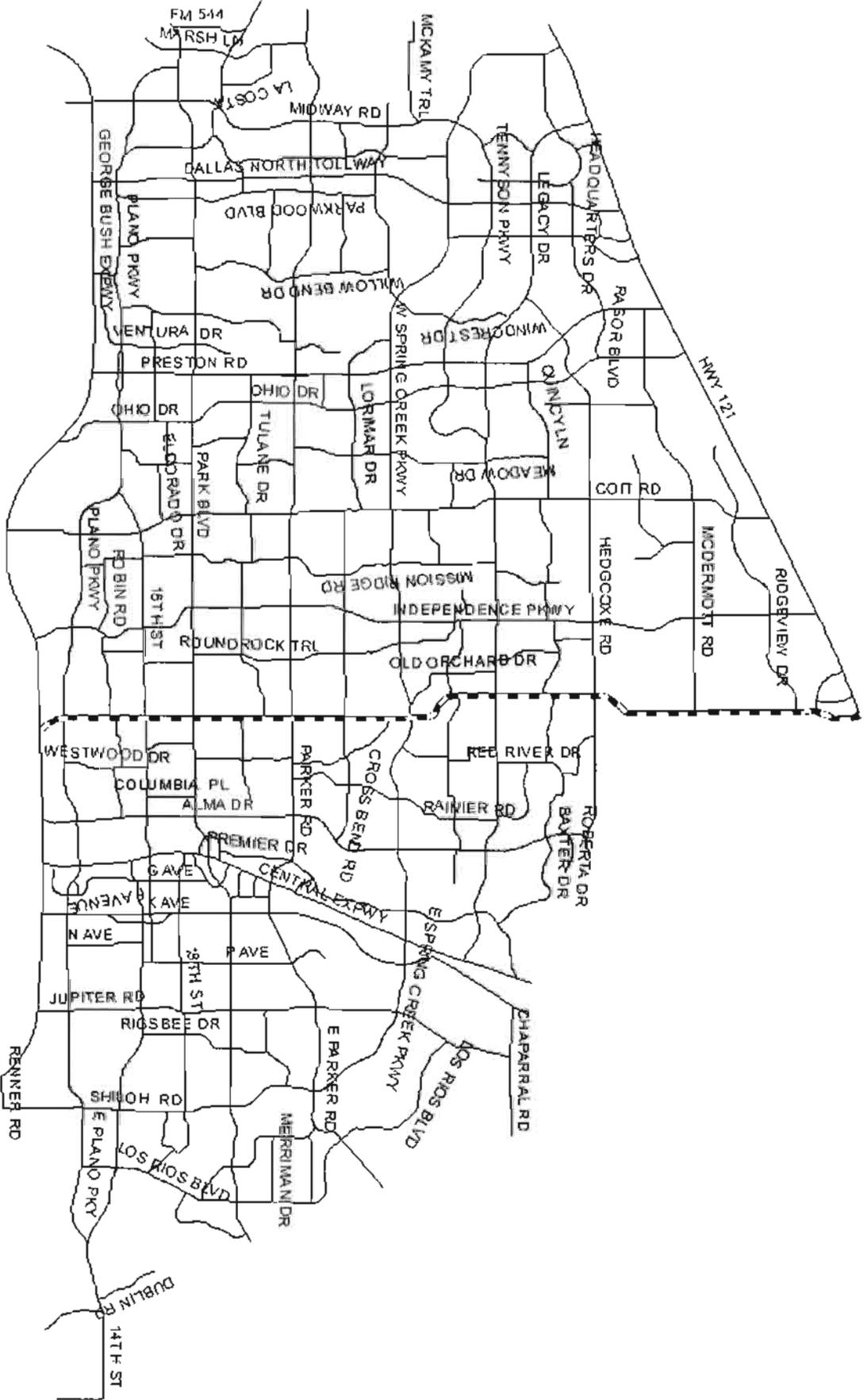
Nancy Corwin

July 29, 2010

Nancy Corwin, Buyer

Date

**LOCATION MAP
09-10 ARTERIAL CONCRETE PAVEMENT REHAB
CUSTER ROAD - N GEO. BUSH HWY TO SH121**





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	08/23/2010
Department:	Public Works Administration / David Falls
Department Head	Alan Upchurch
Agenda Coordinator (include phone #): Kim McFarland - 972-769-4109	

CAPTION

Award of Bid No. 2010-186-B for the 2009-2010 Residential Concrete Pavement Rehab, Zone G7 & J4 to Jerusalem Corporation, Inc. in the amount of \$1,591,765 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,366,277	4,977,000	3,000,000	10,343,277
Encumbered/Expended Amount	-2,366,277	-1,476,865	0	-3,843,142
This Item	0	-1,591,765	0	-1,591,765
BALANCE	0	1,908,370	3,000,000	4,908,370

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2009-10 Re-Estimated Capital Reserve. This item, in the amount of \$1,591,765, will leave a current year balance of \$1,908,370 for the Residential Street & Alley Replacement project.

STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends the bid for the 2009-10 Residential Concrete Pavement Rehab, Zone G7 & J4 to Jerusalem Corporation, Inc., in the amount of \$1,591,765 for Alternate No. 1 (Cement that is produced by cement manufacturing that meets or are below the source cap limits for emissions established by the TCEQ) which is within 5% of the base bid, be accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 18,680 SY of street pavement, 17,609 SY of alley pavement, 23,447 SF of sidewalk, 12,956 LF of curb and 57 barrier free ramps in area G7, bordered by Legacy Drive, Preston Road and Tennyson/Archgate Drive and Zone J4, bordered by Parker Road, Independence Parkway, Park Blvd and Custer Road.

The secondary vendor being recommended is Jim Bowman Construction Company LLP in the amount of \$2,075,915.

Engineer's estimate for this project is \$1,950,000.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

CITY OF PLANO

BID NO. 2010-186-B

2009-10 Residential Concrete Pavement Rehab – Zones G7 & J4 Project No. 6080

BID TABULATION

Bid opening Date/Time: July 30, 2010 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Base Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Jerusalem Corporation	\$ 1,591,765.35	Yes	\$ 1,591,765.35
Jim Bowman Construction	\$2,075,915.45	Yes	\$2,075,915.45
Texas Standard Construction	\$2,424,796.00	Yes	\$2,424,796.00

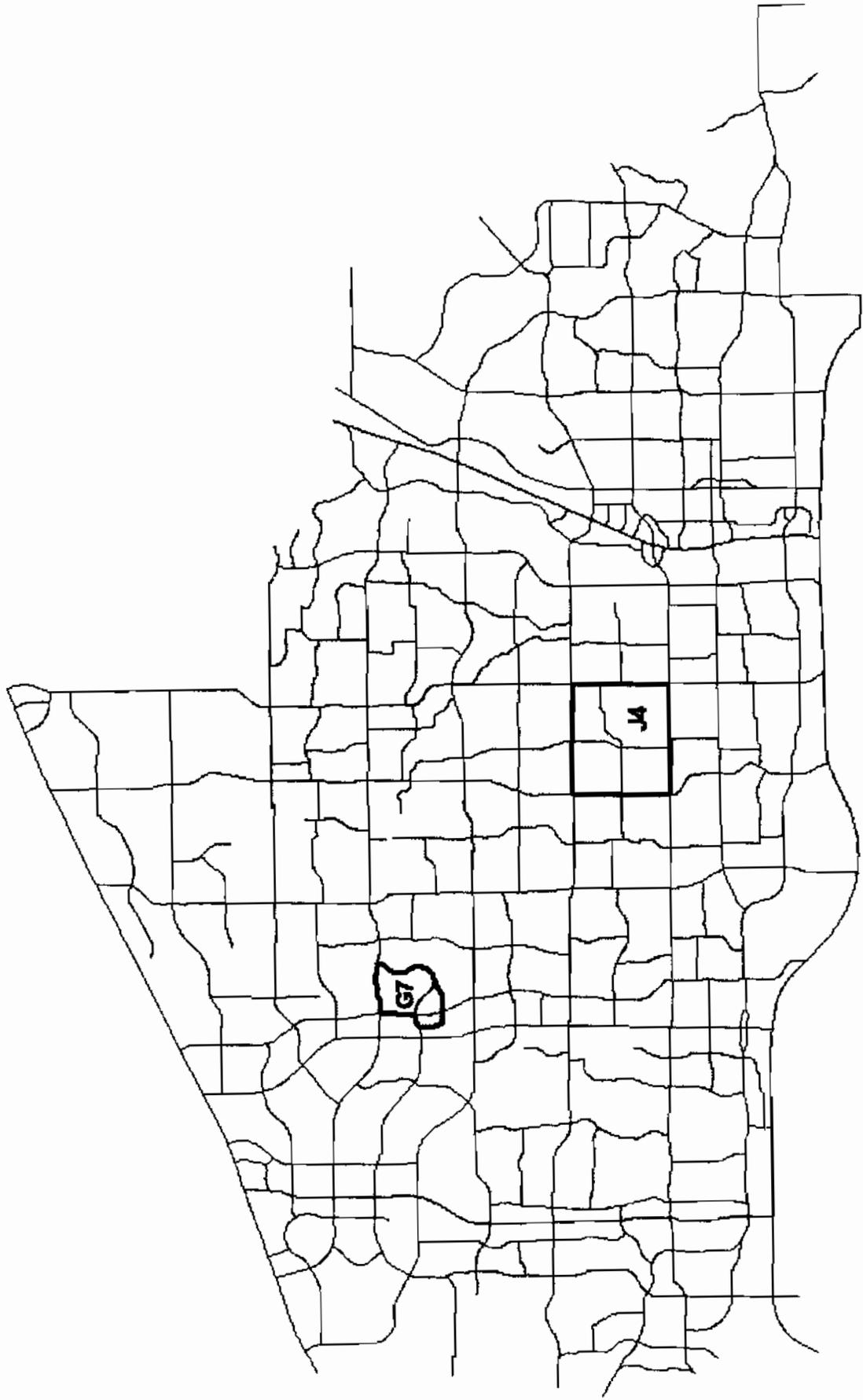
Nancy Corwin

July 30, 2010

Nancy Corwin, Buyer

Date

LOCATION MAP





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/23/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5625
CAPTION				
To approve and authorize Contract Modification No. 4 for the purchase of engineering design services for Communications Parkway – Spring Creek Parkway to Tennyson Parkway in the amount of \$32,583.45 from Dannenbaum Engineering-Dallas, LLC. This modification will provide for relocation of storm drain system to accommodate adjoining property owner.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	34,264	1,757,000	2,752,000	4,543,264
Encumbered/Expended Amount	-34,264	-80,625	0	-114,889
This Item	0	-32,583	0	-32,583
BALANCE	0	1,643,792	2,752,000	4,395,792
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2009-10 Street Improvement CIP. This modification, in the amount of \$32,583, will leave a current year balance of \$1,643,792 for the Communications – Spring Creek to Tennyson project.				
STRATEGIC PLAN GOAL: Engineering design services for street improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Additional design services are required for Communications Parkway - Spring Creek Parkway to Tennyson Parkway necessary to allow redesign to relocate the proposed storm drain system to public right-of-way therefore eliminating the need to acquire permanent easements for construction on private property.				
The original contract amount was \$189,816.00. The Public Works & Engineering Department is seeking City Council approval of this fourth modification because the amount of the modification increase exceeds \$25,000.00. The revised contract amount is \$256,810.22.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification			N/A	

CONTRACT MODIFICATION
COMMUNICATIONS PARKWAY
SPRING CREEK PARKWAY TO TENNYSON PARKWAY
PROJECT NO. 5625
PURCHASE ORDER NO. 102931
CIP NO. 32495

This shall serve as a **Fourth** Modification to the Contract between the City of Plano, Texas (hereinafter "City") and **Dannenbaum Engineering Company – Dallas, L.L.C.** (hereinafter "Consultant") dated November 29, 2005 for Professional **Engineering Services** for the referenced project (hereinafter "Project").

Services:

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

Services as described in the attached "Exhibit A – Scope of Services (Dannenbaum – Supplemental 4)" also including revisionary work on right-of-way and easement parcels on two properties. Such services shall be completed within three (3) weeks of authorization to proceed.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$32,583.45. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

MODIFICATION NO. 4

Communications Parkway – Spring Creek Parkway to Tennyson Parkway

Project No. 5625

Page 2 of 4

Original Contract Amount	\$ 189,816.00
Contract Amount (Including Previous Modifications)	\$ 224,226.77
Amount, Modification No. 4	\$ 32,583.45
Revised Contract Amount	\$ 256,810.22
Total Percent Increase Including Previous	35.29%

CITY OF PLANO

**DANNENBAUM ENGINEERING
COMPANY – DALLAS, L.L.C.**
A TEXAS LIMITED LIABILITY
COMPANY BY: ENGINEERING
HOLDING CORPORATION, A TEXAS
CORPORATION - MANAGER

OWNER

CONSULTANT

By: _____

(signature)

By: Mark C. Lorance, P.E.

(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: Mark C. Lorance, P.E.

Print Title: City Manager

Print Title: President

Date: _____

Date: 8/11/2010

APPROVED AS TO FORM:

By: _____

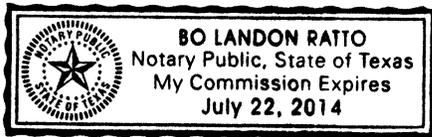
Diane C. Weatherbee, City Attorney

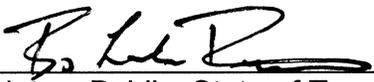
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 11 day of AUGUST, 2010, by **MARK C. LORANCE, P.E., PRESIDENT of DANNENBAUM ENGINEERING COMPANY-DALLAS LLC**, a Texas Limited Liability Company on behalf of said company.





Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2010, 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

**EXHIBIT A
SCOPE OF SERVICES (DANNENBAUM - SUPPLEMENTAL 4)**

**COMMUNICATIONS PARKWAY
SPRING CREEK PARKWAY TO TENNYSON PARKWAY
PROJECT NUMBER 5625
CIP NUMBER 32495**

SCOPE ADDITONS:

- 1. Adjust proposed 8' X 6' box culvert to move the culvert from the drainage easement along Spring Creek Parkway to within the ROW and connect to the existing 8' X 6' box culvert at Spring Creek Parkway.**
- 2. Replace all area inlets with headwalls at the ROW line and remove associated drainage easements with the exception of the area inlet in DART property. This area inlet will remain. Headwalls will follow TxDOT standard design. Grading will be adjusted to allow flow to the pipe.**
- 3. Adjust sanitary sewer profile and coordinate with new location of proposed box culvert.**
- 4. Update all associated plan sheets to reflect the modifications of the proposed storm sewer design.**
- 5. Design connection detail for the proposed box culvert to the existing box culvert under Spring Creek Parkway.**
- 6. Update construction estimate for new construction.**
- 7. Submit final set of plans to the City of Plano for review of the affected sheets associated with the drainage adjustment.**
- 8. Attend one comment resolution meeting.**
- 9. Address comments associated with the affected sheets of the culvert adjustment and submit final plans for construction.**

Direct expenses in the fee estimate are estimated and any overages will be billed at cost plus 10% (printing, reproduction, mileage, etc.)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/23/10		
Department:		Public Safety Services and Technology		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Dee Dee Falls ext. 7747				
CAPTION				
Adoption of the City Council Strategic Plan for 2010-2025				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Adoption of Strategic Plan for 2010-2025, setting forth goals and principles for City Council decisions, policies and actions.				
List of Supporting Documents: Strategic Plan 2010-2025		Other Departments, Boards, Commissions or Agencies n/a		

STRATEGIC PLAN

2010→2015→2025



Plano, Texas
May 2010



Lyle Sumek Associates, Inc.
1514 St. Edmunds Place
Heathrow, FL 32746

Phone: (407) 771-4195
Fax: (407) 771-4197
E-mail: sumekassoc@cfl.rr.com

Table of Contents

Strategic Planning for the City of Plano	1
Plano Vision	3
City of Plano: Mission	5
City of Plano: Plan 2010 – 2015	7
City of Plano: Action Agenda 2010 – 2011	21

This report and all related materials are copyrighted. This report may be duplicated for distribution to appropriate parties as needed. No unauthorized duplication is allowed, including for use in training within your organization or for consulting purposes outside your organization. All requests for duplication must be submitted in writing.

STRATEGIC PLANNING FOR THE CITY OF PLANO

Strategic Planning Model for the City of Plano

Value-based principles that describe the preferred future in 15 years

VISION

Destination
“You Have Arrived”

Strategic goals that focus outcome-base objectives and potential actions for 5 years

PLAN

Map
“The Right Route”

Focus for one year – a work program: policy agenda for Mayor and Council, management agenda for staff; major projects

EXECUTION

Itinerary
“The Right Direction”

Principles that define the responsibility of city government and frame the primary services – core service businesses

MISSION

Vehicle
“The Right Bus”

Personal values that define performance standards and expectations for employees

CORE BELIEFS

Fuel
“The Right People”

PLANO VISION

City of Plano Vision

Plano is

a Vibrant, Safe and Sustainable City

with Attractive Neighborhoods and

Urban Centers,

a Vital Economy, a High Degree of Mobility

and an Abundance of Educational,

Recreational and Cultural Opportunities.

CITY OF PLANO OUR MISSION

City of Plano

Our Mission

**The City of Plano is a regional and national leader,
providing outstanding services and
facilities through cooperative efforts that
engage our citizens and that contribute to
the quality of life in our community.**

CITY OF PLANO PLAN 2010 – 2015

City of Plano ***Goals 2015***

Financially Strong City with Service Excellence

Safe Large City

Strong Local Economy

Great Neighborhoods – 1st Choice to Live

**Exciting Urban Centers – Destination
for Residents and Guests**

Partnering for Community Benefit

Goal 1

Financially Strong City with Service Excellence

OBJECTIVES

1. Balanced, reliable revenue sources to include the tax rate to support defined services, service levels and investing in the future
2. Services delivered in the most cost effective manner
3. Investing in maintaining city infrastructure and facilities
4. Maintaining “AAA” bond rating
5. City services and service level responsive to the needs of residents
6. Effective use of technology to enhance service delivery, operating efficiencies and information to citizens

MEANS TO CITIZENS

1. Value for their tax dollars.
2. Services delivered in an efficient, cost effective manner.
3. Excellent service quality meeting citizens’ expectations.
4. Reliable services for daily living.
5. Timely response for a service request.

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Declining and uncertain city revenues
2. Increasing service demands and residents’ expectations from the city
3. Residents attitude toward cost of government and taxes

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Changing demographics: senior tax freeze and service needs, little growth in middle class income
2. Financial condition and regulations of the State of Texas and federal government and its impact on the City of Plano
3. Retirements within the City
4. Tapping employees for ideas to reduce costs and increasing service efficiencies
5. Misinformation about the City budget, finances and services

POLICY ACTIONS 2010 – 2011

- | | PRIORITY |
|---|-----------------|
| 1. Budget FY 2010 – 2011 and Three Year Forecast <ul style="list-style-type: none">• Service Priority• Tax Rate | Top Priority |
| 2. Alcohol Package Sale: Direction | Top Priority |
| 3. Water/Sewer Capital Projects and Funding <ul style="list-style-type: none">• Update of 5 Year CIP• Evaluate Costs of Selling Bonds• Rates Adjustment | Top Priority |
| 4. Economic Development: Funding Increase | |

MANAGEMENT ACTIONS 2010 – 2011

1. Information Technology Long Term Plan: Complete Plan
2. Retirements and Succession Planning
3. Performance Measurement System
4. National Public Safety Collective Bargaining Bill: Preparation by the City
5. Healthcare Reform: Analysis of Impact on the City
6. Energy Efficiency CBG: Actions

ON THE HORIZON 2011 – 2015

1. Haggard Farm: Acquisition
2. Employee Ideas for Cost Savings and Efficiencies Program
3. Public Communications: Upgrade (website, corporate “Face” spokesperson), City Finances
4. City Funding for Outside Organizations (Historic and Arts)
5. Hall Tract: Acquisition

Goal 2

Safe Large City

OBJECTIVES

1. Low crime rate
2. Timely response to an emergency call for service meeting city standards
3. Public safety departments working with the community and residents sharing responsibility for community safety
4. Residents feeling and being safe in homes, in their neighborhoods and in the community; and comfortable to report problems to the police
5. Visible and known police presence in the community and in neighborhoods
6. Effective use of technology to make our community safe and keep residents informed
7. Community prepared for all hazard response and recovery

MEANS TO CITIZENS

1. Confidence in the city's public safety response.
2. Timely emergency response.
3. Feeling safe and comfortable anywhere, any time of day.
4. Protection of property value.
5. Reputation: safe place for all.

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Continuing as one of the safest cities in Texas and the nation
2. Maintaining appropriate public safety staffing
3. Use of technology: communication, prevention, enforcement
4. Cost and funding for public safety
5. Legislative actions by federal and state governments

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Residents sharing partner responsibility for neighborhood and community safety
2. Changing demographic: diverse population and aging population
3. Interagency cooperation and coordination
4. Aging properties and higher density development

MANAGEMENT ACTIONS 2010 – 2011

1. Radio System Replacement
2. Comprehensive City Emergency Management Plan: Update
3. Red Light Camera: Expansion
4. Public Safety Services Communication and Information to Residents: Alternative Modes

MAJOR PROJECTS 2010 – 2011

1. Fire Station #13
2. Animal Shelter Expansion
3. Moto Mesh System Completion
4. Emergency Operation Center

Goal 3

Strong Local Economy

OBJECTIVES

1. City having the reputation as having a “business friendly” environment
2. Retention and growth of Plano’s businesses
3. Plano recognized as a “major business center” with headquarters for major corporations
4. Strong healthy retail businesses with unique shopping
5. Diverse new businesses attracted to Plano

MEANS TO CITIZENS

1. Job and business opportunities for residents.
2. Diverse city tax base reducing the burden on residential taxpayers.
3. Convenient access to work allowing for more personal time.
4. Businesses continuing to invest in Plano.
5. Corporations and businesses contributing to the community.

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. City tools and funding for redevelopment
2. Business investment with an uncertain national economy
3. Aging, older retail centers and attitude of property owners
4. Growth and expansion of Plano businesses
5. Competition from other cities

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Maintaining Plano’s reputation as a “major business center”
2. Mall: performance and fragmented ownership
3. Conflicts between today’s reality and development regulations

POLICY ACTIONS 2010 – 2011

1. R/T Plan and Regulations: Review
2. Convention Venue: Analysis, Study, Direction
 - Plano Centre
 - Major Hotel

PRIORITY

Top Priority

ON THE HORIZON 2011 – 2015

1. Collin Creek Mall Strategy and Redevelopment Options
2. Strategies for Aging Retail Centers: Policy, Direction, Funding Sources
3. Shop Plano Partnership with the Chamber of Commerce: Direction
4. Central Expressway Corridor Revitalization Plan

Goal 4

Great Neighborhoods – 1st Choice to Live

OBJECTIVES

1. Young professional families moving into mature neighborhoods
2. Well maintained city infrastructure and facilities, trees and streetscapes
3. Increase homeownership in mature neighborhoods
4. Upgrade the quality and livability of older homes
5. Convenient access to services needed on a daily basis, shopping and leisure opportunities

MEANS TO CITIZENS

1. Reputation as a great place for families.
2. Mature neighborhoods with amenities.
3. Convenient access to services, retail, education and leisure activities.
4. Choices: types of homes and neighborhoods.
5. Protection of property values

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Attracting young families to mature neighborhoods
2. Code compliance and neighborhood appearance
3. Increasing rentals in single family home neighborhoods
4. Older homes needing modernization

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Aging residents and upkeep of older homes
2. Continuing the partnership with PISD
3. Working with HOAs
4. Mature neighborhoods with large trees, quality infrastructure

POLICY ACTIONS 2010 – 2011

1. Douglass Center: Management

PRIORITY

High Priority

MANAGEMENT ACTIONS 2010 – 2011

1. Private Neighborhood Infrastructure/Private Amenities Owned by HOAs:
 - Inventory
 - Inspection
2. Residential Modernization Handbook (6/10)
3. Comprehensive Plan: Update (2011)
4. Zoning Ordinance: Update
5. Neighborhood Enhancement Tool: Data Base and Maps
6. International Building Code: Adoption
7. Residential Energy Code: Adoption

MAJOR PROJECTS 2010 – 2011

1. Carpenter Community Center: Renovation
2. Pecan Hollow Golf Course: Remodel
3. Bluebonnet Trail (Alma to U.S. 75)

ON THE HORIZON 2011 – 2015

1. Incentives for Housing Renovation/Upgrade Program: Development, Funding
2. Liberty Community Center: Upgrade
3. Rental Inspection for Single Family Residences: Study, Direction, Funding
4. Oak Point Park Development: Funding
5. Preservation Plan: Update (Heritage Commission)

Goal 5

Exciting Urban Centers – Destination for Residents and Guests

OBJECTIVES

1. Vibrant downtown Plano as a destination for entertainment, eating and retail with reputation as a unique place to go
2. Legacy Town Center continuing to develop as an urban center
3. Collin Creek revitalized as a regional destination
4. Retail and services to support residents in urban centers
5. Revitalized older shopping centers
6. Selected four corner shopping areas developed as mixed use developments: retail, residential and services

MEANS TO CITIZENS

1. Choices for evening activities.
2. Mixed use developments: retail, restaurants, residential, commercial, office.
3. Protection of property values in the neighborhoods.
4. Different centers with unique feel.
5. Destination for non-residents – attracting new dollars to the local economy.

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Interest and enthusiasm in downtown Plano
2. Working with current businesses and property owners
3. Assembling land into critical mass

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Aging strip centers and areas
2. Competition from surrounding cities
3. Access to capital by businesses
4. City's role in creating urban centers
5. National economy and recession

POLICY ACTIONS 2010 – 2011

	PRIORITY
1. Cotton Belt/Red Line Interchange	Top Priority
2. TIF #2 Financing Plan, Land Acquisition	High Priority
3. Arts of Collin County <ul style="list-style-type: none">• Referendum (Frisco)• Issue Debt (Frisco)• Funding: Operation and Debt	High Priority

ON THE HORIZON 2011 – 2015

1. Parker Road Station: Development
2. Attraction of Downtown Businesses (Grocery Store, Drug Store)
3. Downtown Vision: Update

Goal 6

Partnering for Community Benefit

OBJECTIVES

1. Enhance relationship and partnership with the Plano Independent School District
2. Active participation and leadership in regional organizations
3. City involving residents and corporations in programs and service delivery through volunteerism and partnerships
4. Working with other cities to address regional issues
5. Enhance relationships and partnerships with the faith based community
6. Enhance relationships and partnerships with diverse cultural groups

MEANS TO CITIZENS

1. Opportunities to contribute to the community.
2. Leveraging city resources for community benefit.
3. Neighbors knowing and helping neighbors.
4. Efficient use of community resources for mutual benefit.
5. Community institutions and organizations working together.

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Advocacy for the city and protecting the interests of Plano
2. Competing goals and interests among community organizations
3. Leveraging resources for community benefit
4. Relationship to legislative delegations: county, state, federal

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Definition of “city partnership”
2. Past history and relationships
3. Time commitment to regionalism
4. Interest in volunteerism and utilization of retirees

POLICY ACTIONS 2010 – 2011

- | | PRIORITY | |
|---|--|----------|
| 1. Collin County Elected City Officials Partnership Meeting: Initiated | <table border="1"><tr><td>Moderate</td></tr></table> | Moderate |
| Moderate | | |
| 2. City-School Strategy <ul style="list-style-type: none">• Meeting of Liaisons | <table border="1"><tr><td>Moderate</td></tr></table> | Moderate |
| Moderate | | |

ON THE HORIZON 2011 – 2015

1. Community Building Event: Direction, Funding, Sunset
2. Faith Based Community Strategy: Match Volunteers with Needs
3. International Festival – One Event

MANAGEMENT ACTIONS 2010 – 2011

1. Corporate CEO Roundtable: Development

CITY OF PLANO ACTION AGENDA 2010 – 2011

City of Plano

Policy Agenda 2010 – 2011

TOP PRIORITY

Budget FY 2010 – 2011 and Three Year Forecast

Alcohol Package Sale: Direction

Water/Sewer Capital Projects and Funding

R/T Plan and Regulations: Review

Cotton Belt/Red Line Interchange

HIGH PRIORITY

Douglass Center: Management

Arts of Collin County

TIF #2 Financing Plan, Land Acquisition

MODERATE PRIORITY

Collin County Elected City Officials Partnership Meeting: Initiated

City-School Strategy

City of Plano

Management Agenda 2010 – 2011

Information Technology Long Term Plan

Retirements and Succession Planning

Performance Measurement System

National Public Safety Collective Bargaining Bill: Preparation by the City

Healthcare Reform: Analysis of Impact on the City

Energy Efficiency CBG: Actions

Radio System Replacement

Comprehensive City Emergency Management Plan: Update

Red Light Camera: Expansion

Public Safety Services Communication and Information to Residents:

Alternative Modes

Private Neighborhood Infrastructure/Private Amenities Owned by HOAs

Residential Modernization Handbook

Comprehensive Plan: Update (2011)

Zoning Ordinance: Update

Neighborhood Enhancement Tool: Data Base and Maps

International Building Code: Adoption

Residential Energy Code: Adoption

Corporate CEO Roundtable: Development

City of Plano

Major Projects 2010 – 2011

Fire Station #13

Animal Shelter Expansion

Moto Mesh System Completion

Emergency Operation Center

Carpenter Community Center – Renovation

Pecan Hollow Golf Course Remodel

Bluebonnet Trail (Alma to U.S. 75)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 23, 2010		
Department:		Customer and Utility Services		
Department Head		Mark Israelson, Assistant City Manager		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
A Resolution authorizing continued participation with the Atmos Cities Steering Committee; authorizing the payment of two cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; 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: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	122,289	0	122,289
Encumbered/Expended Amount	0	-117,036	0	-117,036
This Item	0	-5,350	0	-5,350
BALANCE	0	- 97	0	- 97
FUND(s): GENERAL FUND				
COMMENTS: Funding for this item is included in the 2009-10 Non-Departmental Operating Budget within the Associations operating account. Funds are available from other operating account balances to cover the shortage in Associations. STRATEGIC PLAN GOAL: Participation in Utility Steering Committees and Coalitions relates to the City's Goal of "Financially Responsible City with Service Excellence".				
SUMMARY OF ITEM				
This Resolution authorizes continued participation with the Atmos Cities Steering Committee and payment of the 2010 assessment.				
List of Supporting Documents: Memo to City Council			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

TO: City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant City Manager

DATE: August 23, 2010

RE: Membership Renewal

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Gas-Mid Tex. There are 149 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

1. This paragraph authorizes the continuation of the City’s membership in ACSC.

2. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of two cents (\$0.02) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
3. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004-3231.

A Resolution authorizing continued participation with the Atmos Cities Steering Committee; authorizing the payment of two cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.

WHEREAS, the City of Plano is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section II. It is further authorized to pay its 2010 assessment to the ACSC in the amount of two cents (\$0.02) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

Section III. A copy of this Resolution and approved assessment fee payable to ***“Atmos Cities Steering Committee”*** shall be sent to:

Mary Bunkley
Treasurer, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
Post Office Box 90231
Arlington, Texas 76004-3231

Section IV. This resolution shall become effective immediately.

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/23/2010			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
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 his authorized designee; 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:	10/11	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	107,436	107,436
BALANCE		0	0	107,436	107,436
FUND(S): GENERAL FUND (01.532)					
COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$107,436 for the funding of one (1) Police Officer assigned to the School Liaison Program from October 1, 2010 through September 30, 2011.					
STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Liaison Officer in FISD school located within Plano city limits relates to the City's Goal of a "Financially Strong City with Service Excellence" and "Partnering for Community Benefits".					
SUMMARY OF ITEM					
This agreement is for the period of October 1, 2010 through September 30, 2011. It is an ongoing agreement in which for the fiscal year 2010-2011, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Exhibit "A" and Program Calculations					

FISD SCHOOL LIAISON PROGRAM -- FY 2010-11

City of Plano Benefits Adjusted on 6/22/2010

	FY2009-10 Salary (effec 10/1/10 - 9/30/11)	RSP 3.5%	TMRS 16.64%	Health Insur \$10,742 per emp	Group Life .95%	Medicare 1.45%	Disability .07%	OPEB/GASB future retiree health liability	Total Per Officer
Police Officer #1	\$ 73,868	\$ 2,585	\$ 12,292	\$ 10,742	\$ 702	\$ 1,071	\$ 52	\$ 2,016	\$ 103,328
On-Going Operating Expenses per Employee									
Office Supplies	\$ 700								
Uniform: replacement	\$ 850								
Minor Apparatus: replace.	\$ 400								
Ammunition	\$ 1,000								
Training: on-going	\$ 1,050								
Nat'l Assoc. of SLO	\$ 24								
Pager Rental	\$ 84								
O&M Per Officer	\$ 4,108								
TOTAL PERSONNEL & OPERATING EXPENSES FOR FY 2010-11 = \$ 107,436									
CITY OF PLANO PORTION = 0% \$ -									
FRISCO ISD PORTION = 100% \$ 107,436 ▼									
COST PER MONTH FOR FISD = \$ 8,952.96 ▼									
<i>(Applicable for October 1, 2010- September 30, 2011)</i>									

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 Liaison Program; authorizing its execution by the City Manager or his authorized designee; 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 his authorized designee, shall be authorized to execute it on behalf of the City of Plano

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

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 his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, 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 2010 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 2010-2011 fiscal year, to be assigned to duties described in the 2010-2011 Memorandum of Understanding, Administrative Guidelines and Operational Guidelines, attached hereto as Attachment "1" and the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2", both of which are 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 2010 and ending the 30th day of September 2011.

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 \$8,952.96 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 100% 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.

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 2010-2011 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.

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 FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD 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 FISD 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

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 FISH 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

Approved as to Form:

Frisco Independent School District

By:



Richard Wilkinson

Title:

Assistant Superintendent, Facilities and Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

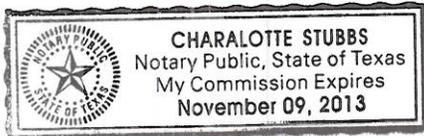
This instrument was acknowledged before me on the _____ day of _____, 2010 by **THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 25 day of May, 2010 by Richard Wilkinson, **Assistant Superintendent, Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Charalotte Stubbs
Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2010-2011

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2010-2011:

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 (hereinafter called 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 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. 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 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 Department.
 - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 6(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.

Page 2
Administrative Guidelines
School Year 2010-2011

7. 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 in a meeting held by the Department. (form attached)
8. 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.
9. 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.
10. 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 Department.

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

Gregory W. Rushin
Chief, Plano Police Department

Date



Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

Date

5/25/10

**STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM**

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

I. PURPOSE

The School Liaison Officer (“SLO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

**STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM**

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

School Liaison Officer School Critique

School Liaison Officer Name: _____

Campus Officer is assigned: _____

School Year being evaluated: _____

1. Does the demeanor of the SLO encourage students and staff to speak with the SLO?

2. Is the SLO visible during mass gatherings? Examples: before and after school, during transit time between classes, during lunch recess, assemblies.

3. Additional Comments:

Form Completed by: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2010-2011

The following operational guidelines are adopted for school/police operations during school year 2010-2011. 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.

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.

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

5/25/10
Date

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE:
AFFECTS: Sworn Personnel

REVISION DATE: February 4, 2009

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000

REVISION DATE: February 4, 2009

REVIEW DATE:

AFFECTS: Sworn Personnel

school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- b. Immediately notify Public Safety Communications personnel.
- 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 - 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 - 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

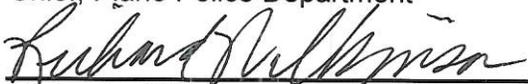
2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
August 24, 2010 to August 24, 2011

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2010 to August 24, 2011.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the S.L.O.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin Chief, Plano Police Department	Date
	5/25/10
Richard Wilkinson Assistant Superintendent Frisco Independent School District	Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/23/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
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 Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; 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: 10/11	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	555,678	555,678
BALANCE	0	0	555,678	555,678
FUND(S): GENERAL FUND (01.532)				
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$555,678 for 50% of the funding for nine (9) Police Officers and one (1) Sergeant assigned to the School Liaison Program at various PISD schools from October 1, 2010 through September 30, 2011.				
STRATEGIC PLAN GOAL: Reimbursement of Plano Police in PISD schools relates to the City's Goal of a "Financially Strong City with Service Excellence" and "Partnering for Community Benefit".				
SUMMARY OF ITEM				
This agreement is for the period October 1, 2010 through September 30, 2011. It is an ongoing agreement in which for the fiscal year 2010-2011, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Liaison Program.				
List of Supporting Documents: Memo, Resolution, Exhibit "A" and Program Calculations			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: July 26, 2010
TO: Gregory W. Rushin, Chief of Police
FROM: Lt. Paul Rimka, Support Services Division
SUBJECT: 2010 - 2011 PISD Police/ School Liaison Interlocal Agreement

The Plano Independent School District has approved to increase their expense reimbursement for the School Liaison Officer Program in the FY 2010-11 school year from 15 percent to 50 percent for the nine (9) officers and one (1) sergeant with the rate commencing on October 1, 2010. PISD's reimbursement to the City of Plano will increase to \$555,678 in FY 2010-11.

Nat'l Assoc. of SLO	\$	24	\$	240					
Pager Rental	\$	84	\$	840					
O&M Per Officer	\$	4,108	\$	41,080					
Vehicle Expenses	Cost Per Vehicle								
Vehicle Depreciation for 1 Sgt	\$	8,750							
Vehicle Maintenance for 1 Sgt	\$	9,000							
Equipment in Vehicle O&M:	\$	500							
Equipment in Vehicle Depreciation: (DVR/MDC, Mobile Radio, Emerg Lights, Prisoner barrier/seat)	\$	7,500							
Vehicle Costs	\$	25,750							
Total FY 2010-11 SLO Program									
O&M: Personnal Issue Equip, Vehicle Costs	\$	66,830							
TOTAL PERSONNEL & OPERATING EXPENSES FOR FY 10-11 = \$1,111,356									
CITY OF PLANO PORTION = 50% OF FY 10-11 TOTAL COSTS = \$555,678									
PISD REIMBURSEMENT = 50% OF FY 10-11 TOTAL COSTS= \$555,678									
PISD MONTHLY PAYMENT = 50% OF FY 2010-11 CONTRACT= \$46,307									
<i>(Applicable for October 1, 2010- September 30, 2011)</i>									

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 Plano Independent School District for the operation of the Police/School Liaison program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano 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 his authorized designee, shall be authorized to execute it on behalf of the City of Plano

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

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 his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, 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 2010, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and PISD.

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 ten (10) employees who are certified police officers for the School Liaison Program in the 2010-2011 fiscal year, to be assigned to duties described in the 2010-2011 Memorandum of Understanding, Administrative Guidelines and Operational Guidelines, attached hereto as Attachment "1" and the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2", both of which are 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 2010, and ending the 30th day of September 2011.

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

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$45,358.00 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 nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD 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. If a liaison officer is absent more than fifteen (15) consecutive school days, the liaison officer shall be replaced or payment shall be reduced on a prorated basis.

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 fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

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 PISD 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 PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. 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 PISD 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 2010-2011 fiscal year. PISD 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.

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 PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

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 PISD 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 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 PISD 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. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

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

Approved as to Form:

Plano Independent School District

Mauri McElwain
Attorney for PISD

By:

Danny Modisette

Title:

Deputy Superintendent/PISD

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

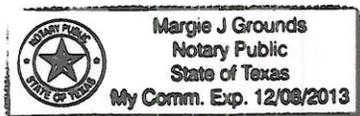
This instrument was acknowledged before me on the _____ day of _____, 2010 by **THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 7th day of July, 2010 by Danny Modisett, **Deputy Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Margie J. Grounds
Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2010-2011

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2010-2011:

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 (hereinafter called 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 PISD 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 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 determined by the Department and PISD, together.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. 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 Department.

Page 2
Administrative Guidelines
School Year 2010-2011

- c. Attendance at other events when such attendance has not been requested by PISD 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 in a meeting held by the Department. (form attached)
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 understand 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 Department.

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date


Danny Modisette
Deputy Superintendent
Plano Independent School District

Date



STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

I. PURPOSE

The School Liaison Officer ("SLO") program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students' personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn ("loners");
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other's feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: October 28, 2009

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

School Liaison Officer School Critique

School Liaison Officer Name: _____

Campus Officer is assigned: _____

School Year being evaluated: _____

1. Does the demeanor of the SLO encourage students and staff to speak with the SLO?

2. Is the SLO visible during mass gatherings? Examples: before and after school, during transit time between classes, during lunch recess, assemblies.

3. Additional Comments:

Form Completed by: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2010-2011

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2010-2011. In all situations, Plano ISD 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 (SLO) 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 in accordance with the Plano ISD *Student Code of Conduct*.

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 Plano ISD the *Student Code of Conduct*.

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 Plano ISD *Student Code of Conduct*.

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.

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 Plano ISD 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 – Plano 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.

12. Incident – Incident occurs and School Liaison Officer is at another campus.

Guidelines - The School administrator shall contact the SLO by telephone in cases where an incident occurs and the SLO is working at another campus for the day. The SLO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SLO conducting follow-up the next day they are on campus. The SLO may also determine that a nearby SLO or SLO Sergeant should respond, or the SLO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date



09-07-2010

Danny Modisette
Deputy Superintendent
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE:
AFFECTS: Sworn Personnel

REVISION DATE: February 4, 2009

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000

REVISION DATE: February 4, 2009

REVIEW DATE:

AFFECTS: Sworn Personnel

school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- b. Immediately notify Public Safety Communications personnel.
- 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 - 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 - 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
August 24, 2010 to August 24, 2011

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2010 to August 24, 2011.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the SLO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date


Danny Modisette
Deputy Superintendent
Plano Independent School District

Date

07-07-2010



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/23/10			
Department:		Telecommunications			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Amy Powell X7342					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Amendment Three to Verizon Business Services Agreement by and between Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; 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:	2009-10; 2010-11; 2011-12; 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,791,576			1,791,576
Encumbered/Expended Amount	0	-1,403,284	0		-1,403,284
This Item	0	21,549			21,549
BALANCE	0	409,841	0		409,841
FUND(S): TECHNOLOGY SERVICES FUND					
COMMENTS: Annual expenditures for network access connections and the monthly service contract fees will be reduced by \$21,549 in the Telecommunications Department. The annual savings will be available for other operating expenditures related to communications and data services.					
STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Financially Strong City with Service Excellence".					
SUMMARY OF ITEM					
Staff recommends approval of the Resolution and Contract Amendment Three to the Verizon Business Services Agreement for the City of Plano. Amendment Three to the contract will reduce the monthly recurring charges for our current T3 (45mbps port tiered) from the contractual discounted price of \$6,559 (list price is \$11,925) to monthly recurring charges of \$4,763, a savings of \$1,796 per month and annual savings of \$21,549.00. Verizon is extending special pricing to the City of Plano based on their Internet Dedicated Bundled Select Promotion.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Amendment Three to Verizon Business Services Agreement by and between Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. (“Verizon”) and the City of Plano entered into an agreement for dedicated Internet services on May 11, 2006; and

WHEREAS, Verizon and the City of Plano amended the original agreement by executing a First Amendment on June 20, 2006 and a Second Amendment on May 4, 2007; and

WHEREAS, the City Council has been presented a proposed Amendment Three to Verizon Business Services Agreement by and between Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. and the City of Plano, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Amendment Three”); and,

WHEREAS, upon full review and consideration of Amendment Three, 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 his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of Amendment Three, 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 his authorized designee is hereby authorized to execute Amendment Three and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in Amendment Three.

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AMENDMENT THREE TO Verizon Business Services Agreement

This Amendment Three to the Verizon Business Services Agreement between City of Plano ("Customer") and Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc. ("Verizon") is made as of the last date of execution shown below. Provided that this Amendment is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the second (2nd) billing cycle following Customer's signature and delivery of this Amendment to Verizon ("Amendment Effective Date"). The Agreement executed by Customer on May 11, 2006 and the previous amendments are as follows: First Amendment, executed by Customer on June 20, 2006; Second Amendment, executed by Customer on May 4, 2007. The Agreement and the Amendment(s) are referred to collectively herein as the "Agreement."

WHEREAS, the Agreement was signed by Customer on May 11, 2006 and Customer has been using Verizon Dedicated Internet Services pursuant to such Agreement, and

WHEREAS, the original term and the extended term has expired but Customer has continued to use the services on a month to month basis, and

WHEREAS, Customer desires to increase its bandwidth and to take advantage of any current cost savings that may be available to it,,

NOW THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. **Section 2, Term and Survival:**

The parties hereto agree to extend the term of this Agreement for thirty-six months commencing upon acceptance of this Agreement by Verizon.

2. **Service Attachment, Internet Dedicated Service:**

Delete the original Internet Dedicated Service Attachment and insert instead the new Internet Dedicated Service Attachment which is attached hereto and hereby made a part of the Agreement.

3. **Network Access Service Attachment:**

Delete the original Network Access Service Attachment and insert instead the new Network Access Attachment which is attached hereto and hereby made a part of the Agreement.

3. **General Installation Waiver Promotion:**

Add the General Installation Waiver Promotion Attachment to this Agreement. It shall apply to the newly ordered services ordered pursuant to this Amendment. It is hereby attached hereto and made a part hereof.

4. **Acceptance.**

The pricing and promotional benefits reflected in this Amendment Three may not be available unless this Amendment is signed and returned to Verizon on or before August 31, 2010.

Except as herein specifically modified, the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused their authorized signatories to sign below.

City of Plano

**Verizon Business Network Services, Inc.
On behalf of MCI Communications Services, Inc.**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**INTERNET DEDICATED SERVICE
SERVICE ATTACHMENT**

1. Rates and Charges.

1.1 Monthly Recurring Charges and Non-Recurring Charges.

1.1.1 Customer will pay the monthly recurring charges ("MRC"), which are fixed for the Term of this Agreement and the non-recurring charges ("NRC") for Internet Dedicated Services in the contiguous U.S. (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service, Internet Dedicated OC48 Service, Internet Dedicated GigE Port Only Service, Internet Dedicated Ethernet Service and Internet Dedicated Fast Ethernet Port Only Service), in Alaska (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service and Internet OC48 Service), ("Internet Dedicated Service") and attendant options listed, as applicable, in the Guide for VBSIII. Additional charges are set forth in the Guide for VBSIII.

1.1.2 Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays). If Customer requires installation outside of these hours, Verizon will charge an additional \$500 fee.

1.2 **Access Charges.** Access ("local loop") circuit charges are separately priced and may be found in the Access portion of the Guide. If Customer orders its own local loop circuits, Verizon's Network Connection Charge – also set forth in the Guide – shall apply.

2.1 Internet Dedicated Service. In lieu of all other rates, discounts and promotions, Customer will receive the following pricing for Internet Dedicated Service VBS III. Access is not eligible for these discounts and is additional.

Internet Dedicated Service	Monthly Recurring Charge	Origination
T-3-45Mbps	\$2808.00	PLANTXXA

3. Terms and Conditions.

3.1 The Internet Dedicated Services provided pursuant to this Attachment are governed by the Guide provisions relating to Internet Dedicated Service, as supplemented by this Attachment and the related Agreement. Pricing for Integrated Internet Access is also included, as applicable, in the pricing set forth in the Guide.

3.2 **Access.** Access to a router at an Verizon Network hub near Customer's site may be interrupted for (i) scheduled maintenance (usually scheduled during off-hours at an Verizon hub, such as Tuesdays and Thursdays between 3:00 AM and 6:00 AM local time), (ii) emergency maintenance, or (iii) as otherwise set forth in the Agreement.

- 3.3 **Verizon Internet Dedicated GigE Port Only Services.** Verizon's Internet Dedicated GigE Port Only Service and 10GigE Port Only Service are intra-building connectivity products, and thus the Customer's demarcation point must reside within the same building as a GigE-qualified Verizon-owned network hub. To ensure proper installation, Verizon will order all telco lines within the telco facility where the Verizon hub is located.
- 3.4 **Customer Obligations – Service Not To Be Resold.** While Customer can resell Internet connectivity, Customer cannot resell the Internet Dedicated Service in its entirety to another person or entity without the express prior written consent of Verizon. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service DNS for end users; (iv) registering end users' domain names; (v) using BGP routing to the Verizon Network, if requested by Verizon; (vi) collecting route additions and changes, and providing them to Verizon; and (vii) registering with the appropriate agency all IP addresses provided by Verizon to Customer that are allocated to end users.
- 3.5 **Burstable Downgrade.** Customer may downgrade to a lower Burstable Service level if Customer's Measured Use Level is at or below such Burstable Service level for at least two consecutive months and Customer thereafter requests the downgrade in writing.
- 3.6 **Burstable Select Upgrades/Downgrades.** Customer may change (upgrade or downgrade) its Burstable Select Service Level once within a given calendar month, by requesting the same in writing. The new Service Level and applicable charges will take effect on the first day after the end of the billing cycle during which the written request is received.
- 3.7 **Terms/Early Termination.**
- 3.7.1 The "Service Activation Date" for an Internet Dedicated Service ordered hereunder will be the date the Internet Dedicated Service is available to route IP packets at Customer's site. The term of any Internet Dedicated Service ordered hereunder shall commence upon the Service Activation Date and will (except as indicated in section 3.7.2) automatically renew, expire and terminate according to the terms of the Agreement.
- 3.7.2 The minimum term commitment for each circuit ("Service Term") for Verizon Internet Dedicated OC-3, OC-12, OC-48 and Fast Ethernet, Ethernet Service, 10GigE Port Only and GigE Port Only, is one year. If the Agreement terminates or expires prior to the termination of this Service Attachment, this Service Attachment with respect to the aforementioned services shall continue in full force and effect under the terms and conditions of the Agreement for the longer of the minimum Service Term or the Service Term otherwise agreed to by Customer. If Customer terminates the aforementioned services before the end of the Service Term for reasons other than Customer termination for Cause, Customer will pay an amount equal to 75% of the MRC for the discontinued service(s) multiplied by the number of months remaining in the unexpired portion of the Service Term, plus a pro rata portion of any and all credits received by Customer, in addition to any amounts owed for service already received.

NETWORK ACCESS SERVICES

Service Attachment

1. **Rates and Charges.** Customer will pay the monthly recurring charges ("MRC") and one-time charges related to Verizon Business Services III ("VBS III") network access services as follows:

- 1.1 **Network Services Local Access Services.** Analog Local Access, DSO (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM")-based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III.

- 1.2 **Ethernet Services.** Ethernet Access and Ethernet Private Line ("EPL") Access (collectively known as "Ethernet Access Services") are provided pursuant to the Guide provisions relating to Ethernet Services, VBS III.

2. **Special Pricing.**

- 2.1 **Network Services Local Access Services.** In lieu of all other rates, discounts and promotions, Customer will pay the following local loop Monthly Recurring Charges ("MRCs") for TDM-based Network Services Local Access Services, which are fixed for the Term, based upon the circuit type (i.e., Analog, DSO, T1/DS1, and DS3) and CLLI code.

Circuit Type	CLLI Code	Local Loop MRC
DS-3	PLANTXXA	\$1725.00

3. **Terms and Conditions.** Customer commits to pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger for a minimum of 12 months (except if a longer commitment applies), which Customer must pay even if the circuit is terminated sooner (unless terminated by Customer for Cause).

General Installation Waiver Promotion -

Subject to the Conditions below, Verizon will waive the standard non-recurring installation charges for eligible services in the table below (or in the case of Local Service-CLEC, the nonrecurring charges of the types listed in the table below) and for the related local loop access service (if any) provided under the Agreement by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, as applicable.

Eligible Services	Exclusions To Eligible Services (without limitation)
Network Services Local Access Services - DS0, DS1 and DS3 only	<ul style="list-style-type: none"> • OCn and Higher • International Network Access Local Access • Cross Border Leased Line Service • Converged Ethernet Access • NRCs for special construction and network diversity
Ethernet Access – Types 1, 2 & 3	<ul style="list-style-type: none"> • Ethernet Access Type 4
Enterprise Mobility Dial Access	<ul style="list-style-type: none"> • Remote Access Support Solutions • Destination Management/Named Filters
Ethernet Private Line -- National only	<ul style="list-style-type: none"> • Ethernet Private Line (Metro and International) • Ethernet Private Line (Access)
Ethernet Virtual Private Line (EVPL) – CPA-based – National and Metro only	<ul style="list-style-type: none"> • Ethernet Virtual Private Line (International)
Global Data Link	
Internet Dedicated - T1, NxT1 and T3 only	<ul style="list-style-type: none"> • Internet Dedicated OC3 and Higher • Internet Dedicated Ethernet • Internet Dedicated Fast Ethernet • Internet Dedicated GigE
Long Distance (Domestic and International) – Inbound and Outbound Access	<ul style="list-style-type: none"> • Features(Packages and Ala Carte) • TF/DA Listing • ITFS Service Fees • UIFN Registration
Local Service-CLEC (Facilities-based and UNE-P) Includes: <ul style="list-style-type: none"> • Account Setup • Account Charges (including moves, changes, additions and billing record changes) • Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct) • Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers 	<ul style="list-style-type: none"> • Disaster Recovery • Expedite fees • Non-Listing/Non- Published Service • Telecommunications Service Priority • Usage charges • Monthly Recurring Charges • Surcharges • Charges imposed by third parties <ul style="list-style-type: none"> • Includes access, egress, jack, or wiring charges • All Governmental Charges

<ul style="list-style-type: none"> • Non-recurring charges for Local ISDN-PRI T1 installation and optional features • Selective Call Screening non-recurring charge • Non-recurring charges for Optional Features • Additional Telephone Number Listing (set up charge) • Alternative Call Listing (set up charge) • Restoral charges (customer and company charges on the rate calculator) • Toll Restrictions (set up charge) • Call Assistance Install (set up charge) • Voicemail - NUMS (National Unified Message Service) 	
Private IP (Domestic and International)	<ul style="list-style-type: none"> • Private IP Satellite Access • Private IP – Dynamic Bandwidth Maintenance feature • Private IP – Geographic Gateway and Router Diversity features)
Private IP Layer 2	
Secure Gateway – Universal Port only	<ul style="list-style-type: none"> • Secure Gateway Hardware Client • Secure Gateway Management Only • Secure Gateway Out Of Band Modem • Secure Gateway Firewall (Custom)
U.S. Private Line	
Virtual Private LAN Service (VPLS)	

Conditions:

1. The promotion must be included in Customer's agreement, signed and submitted by December 31, 2010.
2. Only new circuits (or equivalent service units) are eligible for this promotion.
3. Existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this promotion.
4. Customer commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this promotion apply (each a "Promotional Circuit") and the associated local access loop, for a minimum of one year. Customers who terminate any Promotional Circuit or the associated local access loop before one year will be billed and required to pay all charges otherwise waived under this promotion.
5. Orders may be expedited, but applicable expedite fees must be paid.
6. Subject to the restrictions below for Ethernet Access, Customer will receive this promotional waiver benefit on any eligible service provided under this promotion during the Term of the service agreement of which it is a part. For Ethernet Access, Customer will receive this promotional waiver benefit only for Promotional Circuits ordered from January 1, 2010 through December 31, 2010. Other charges, including without limitation usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/23/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, nominating Tektronix Texas, LLC ("Tektronix" or the "Company"), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Request for Enterprise Project Nomination for a single project designation based on job retention.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				
Letter of request				

Tektronix
1500 N. Greenville Ave.
Richardson, TX 75081
469.330.4000



July 27, 2010

Mr. Thomas Muehlenbeck
City Manager
City of Plano
1520 Avenue K
Plano, TX 75074

and

Office of the Governor
Economic Development & Tourism
Texas Economic Development Bank
Texas Enterprise Zone Program
1100 San Jacinto
Austin, Texas 78701

Re: Project Description

Dear Mr. Muehlenbeck:

As you know, Tektronix Texas, LLC ("Tektronix Texas") has been working with City of Plano officials regarding current and new investments over the next five years. The investments consist of approximately \$7.5 million in high-tech lab and information technology equipment which is critical to the sustainability of the operation and the retention of jobs.

Tektronix Texas respectfully requests that the City of Plano, under the Texas Enterprise Zone Program, nominate its project as an Enterprise Project qualifying for a single project designation based on job retention to the Texas Economic Development Bank. This designation will allow Tektronix Texas to take advantage of exemptions on state sales and use taxes paid on certain items during the five year designation period. This letter is intended to describe the proposed Plano project per the instructions set forth in the Texas Enterprise Project Application.

Tektronix Texas is a wholly-owned subsidiary of Tektronix, Inc. ("Tektronix"), which is a majority wholly-owned subsidiary of Danaher Corporation ("DHR"). DHR, a publically traded diversified technology leader, designs, manufactures, and markets innovative products and services with strong brand names and significant market positions, with more than 47,000 employees and operations in 125 countries. This \$11.2 billion company is headquartered in Washington, DC. DHR's business activities encompass four reporting segments and are comprised of seven strategic platforms: Medical Technologies (Life Sciences & Diagnostics and Dental), Professional Instrumentation (Environmental, Test & Measurement), Industrial Technologies (Motion, Product ID, Focused Niche Businesses) and Tools & Components (Mechanic's Hand Tools).

Tektronix is a leading supplier of test, measurement, and monitoring technology for the communications, computer, semiconductor, military/aerospace, consumer electronics, education, broadcast and other fields worldwide. With 60 years of experience, Tektronix enables its customers to design, build, deploy, and

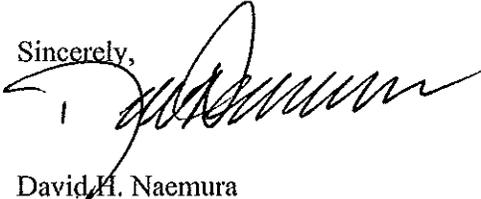
manage next-generation global communications networks, computing and advanced technologies. Headquartered in Beaverton, Oregon, Tektronix has operations in 19 countries around the world.

Tektronix Texas is located in Plano, Texas where it operates a research and development facility at 3033 W. President George Bush Hwy. The facility employs 436 people on a full-time basis and it is Tektronix's only facility located within the State. High-tech research and development, final product assembly, and software integration and testing activities are conducted at the facility. Incentives will allow the company to lower its cost of investing at this facility and improve various financial metrics which are an important part of the capital investment decision making process. Tektronix Texas will maintain separate payroll and tax records of the business activity conducted at the qualified business site.

Please accept this project description as a request for your approval and assistance in applying for this designation. Enterprise Project designation requires City Council approval and a state review of an Enterprise Project application.

Thank you for your consideration and assistance. Please do not hesitate to contact me at 469-330-3705 or our consultant Meegan Spicer, Duff & Phelps at 216-328-2161 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'David H. Naemura', written over a white background.

David H. Naemura
Vice President & CFO, Communications & Enterprise Group

c: Sally Bane, City of Plano

A Resolution of the City Council of the City of Plano, Texas, nominating Tektronix Texas, LLC ("Tektronix" or the "Company"), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.

WHEREAS, on October 27, 2008, the City of Plano ("City") previously passed Ordinance No. 2008-10-22 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2008-10-22; and

WHEREAS, the Office of the Governor, Economic Development and Tourism ("OOGEDT") through the Texas Economic Development Bank ("Bank") will consider Tektronix as an Enterprise Project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Tektronix has applied to the City for designation as an Enterprise Project; and

WHEREAS, the City finds that, based upon representations of Tektronix, the Company is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and

WHEREAS, the City finds that Tektronix further meets the criteria for designation as an Enterprise Project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (1) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- (2) The designation of Tektronix as an Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Tektronix meets the criteria for tax relief and other incentives adopted by the City and nominates the Company for Enterprise Project status on the grounds that it will be located at the qualified business site, will retain a high level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Tektronix as an Enterprise Project pursuant to the Act.

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

Section I. The findings of the City and its actions approving this Resolution taken at the Council meeting are hereby approved and adopted.

Section II. The City finds that Tektronix is a “qualified business,” as defined in Section 2303.402 of the Act, and meets the criteria for designation as an Enterprise Project, as set forth in Section 2303, Subchapter F of the Act.

Section III. The City nominates Tektronix as an Enterprise Project.

Section IV. The Enterprise Project shall take effect on September 1, 2010 and terminate on September 1, 2015.

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/23/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5625
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract between the City of Plano and Baccus Partnership, LLC, for the purchase of 73,613 sq. ft. of land and 80,103 sq. ft. of temporary construction easement for Communications Parkway north of Spring Creek Parkway, situated in the H.B. Miller Survey, Abstract 614; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	34,264	1,757,000	2,752,000	4,543,264
Encumbered/Expended Amount	-34,264	-80,625	0	-114,889
This Item	0	-662,517	0	-662,517
BALANCE	0	1,013,858	2,752,000	3,765,858
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the Re-Estimated 2009-10 Street Improvement CIP. This item, in the amount of \$662,517, will leave a current year balance of \$1,013,858 for the Communications - Spring Creek to Tennyson project.</p> <p>STRATEGIC PLAN GOAL: Real estate contracts for the purchase of right of way and temporary construction easements associated with street improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff has been negotiating with Fred Baccus for several years concerning design issues and right-of-way costs for the needed right of way for Communications Parkway north of Spring Creek Parkway. The attached resolution and contract approve the acquisition. The City will pay \$662,517 for 73,613 sq. ft. of right of way and 80,103 sq. ft. of temporary construction easement.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

Communications - Spring Creek to Tennyson Project



Location Map

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract between the City of Plano and Baccus Partnership, LLC, for the purchase of 73,613 sq. ft. of land and 80,103 sq. ft. of temporary construction easement for Communications Parkway north of Spring Creek Parkway, situated in the H.B. Miller Survey, Abstract 614; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between the City of Plano, Texas, and Baccus Partnership, LLC, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

WHEREAS, upon full review and consideration of the Contract, 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 his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Contract, 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 his authorized designee is hereby authorized to execute the Contract 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 Contract.

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

DULY PASSED AND APPROVED the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company (the "Seller"), and **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "Purchaser").

WHEREAS, under threat of condemnation, the Purchaser desires to purchase and the Seller desires to sell to Purchaser a 73,613 square foot tract of land (Parcel 2) in fee simple for right-of-way purposes as more particularly described in Exhibit "A" attached hereto (the "Property"). Exhibit "A" is made a part hereof by reference.

WHEREAS, Seller desires to grant to Purchaser at no cost a 22,605 square feet tract of land (Parcel 2TCE1) and a 57,498 square feet tract of land (Parcel 2TCE2), for Temporary Construction Easements, as more particularly described in Exhibit "B" (the "Easements"). Exhibit "B" is made a part hereof by reference.

WHEREAS, Seller and Purchaser have entered into this Contract to provide for the terms and conditions of the sale and purchase of the Property and the Easements.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and condition hereinafter set forth, Seller and Purchaser have agreed as follows:

1. **Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey to the Purchaser the Property and the Easements and Purchaser has agreed and does hereby agree to purchase the Property and the Easements from the Seller. The Property shall be conveyed to Purchaser together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above.

2. **Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property shall be **SIX HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$662,517.00)**.

3. Title Commitment

Purchaser, at its sole cost and expense, shall obtain a current commitment or commitments for title insurance (the "Title Commitment") covering the Property and the Easements and issued by a title company (the "Title Company") selected by Purchaser, and Purchaser will deliver a copy of same to Seller.

4. Representations and Warranties of Seller

(a) At Closing, Seller shall have good and indefeasible title to the Easements and fee simple title to the Property, free and clear of all mortgages, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions or in the Title Commitment.

(b) To the best knowledge and belief of Seller, at Closing there will be no parties in possession of any portion of the Property or the Easements as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(c) To the best knowledge and belief of Seller, there is no litigation or similar proceeding pending against the Property or the Easements and no litigation or similar proceeding is threatened or contemplated that would affect the Property or the Easements or any portion thereof.

(d) At Closing, no person, firm, partnership, corporation or other entity shall have any right or option to purchase, lease, occupy or use the Property or the Easements or any part thereof.

(e) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(f) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

The representations and warranties set forth above shall be continuing and shall be true and correct at Closing with the same force and effect as if made at that time, and all such representations and warranties shall survive Closing.

5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

(a) Purchaser and its agents and representatives shall have full access to the Property and the Easements at all times prior to Closing.

(b) No new or additional improvements will be constructed, located or placed on the Property or the Easements.

(c) To the best of Seller's knowledge and belief, neither the Property nor the Easements includes any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of the Purchaser) create, impose or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property or the Easements.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Property and the Easements.

(f) The covenants in this Section 5 shall survive Closing.

6. The Closing

The closing of this Contract pertaining to the Property shall be consummated at a closing (the "Closing") to be held at the office of the Title Company on or before thirty (30) days after the effective date of this Contract, or at such other time, date and place that the parties may agree upon. At the Closing, Seller agrees to deliver to Purchaser:

(a) Special Warranty Deed (Parcel 2) (the "Deed") substantially the same as the form attached hereto as Exhibit "C", duly executed by Seller and properly acknowledged, in form for recording, conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those permitted by paragraph 4(a) of this Contract; and

(b) Temporary Construction Easements (Parcels 2TCE1 and 1TCE2) substantially the same as the form attached hereto as Exhibit "D", attached hereto duly executed by Seller and properly acknowledged, in form for recording. Purchaser's obligation to restore the land affected by the Easements shall survive termination of the Easements.

(c) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by paragraph 4(a) of this Contract; and

(d) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

7. Closing Costs and Proration

Costs of title insurance for the Property and the Easements, escrow fees of the Title Company, costs of recording any documents in connection with the Closing of the Property shall be paid by Purchaser. All other expenses incurred by Seller and Purchaser with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with Section 26.11 of the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

8. Default

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Purchaser shall have the right to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

(b) Purchaser's Default. In the event Purchaser shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Purchaser. Seller's remedy set forth in this Paragraph 8(b) is exclusive.

9. Right to Possession

Purchaser shall be entitled to possession of the Property and the Easements at Closing.

10. Nonwaiver

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

11. Miscellaneous Provisions

(a) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and the Easements and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given. Copies of notices to Seller shall be sent to Baccus Partnership, LLC, 3561 PR 4070, Jewett, Texas 75846. Facsimile copies of executed counterparts have the same effect as originally executed counterparts.

(f) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(h) Purchaser represents and warrants unto Seller that Purchaser has full power and authority to enter into and consummate this Contract.

(i) The effective date of this Contract shall be the last date of signature of any party set forth below.

(j) Seller and Purchaser each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown below their respective signatures.

SELLER

**BACCUS PARTNERSHIP, LLC, a Texas
Limited Liability Company**

Date: 8-3-2016

By: Fred Baccus
Name: FRED BACCUS
Title: Managing Partner
Address: 3561 PR 4070
Jewett, TX 75846

PURCHASER:

**CITY OF PLANO, TEXAS, a Home Rule
Municipal Corporation**

Date: _____

By: _____
THOMAS H. MUEHLENBECK
City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

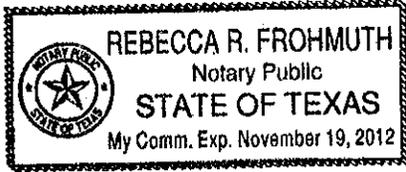
APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Leon §

This instrument was acknowledged before me on the 3rd day of August, 2010, by Fred Baccus, managing partner of BACCUS PARTNERSHIP, LLC, a Texas limited liability company, for and on behalf of said limited liability company.



Rebecca R. Frohmuth
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

S88° 47' 18" W
13.18'

LOT 1 TENNYSON PARKWAY OFFICE CENTER Cab. M. Page 642

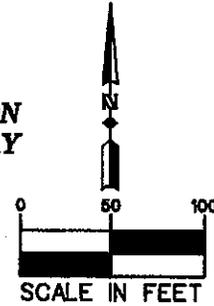
C.C.S.L. SURVEY NO. 5, A-150

HENRY B. MILLER SURVEY A-614

P.O.C.
1/2" IRF "RLG INC."

EXHIBIT "A"

PARCEL NO. 2
1.689 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS



CROOM INTERESTS, LTD.
V. 4802, P. 3519

646.77'

BACCUS PARTNERSHIP
Inst. No. 20100128000090190

Delta = 06° 37' 48" 1"=100'
R = 995.00'
Arc Length = 115.14'
CL = 115.07'
CB = N65° 03' 33" E

RIGHT-OF-WAY
PARCEL NO. 2
1.689 ACRES
73,613 SQ. FT.

Delta = 28° 30' 33"
R = 1075.00'
Arc Length = 534.90'
CL = 529.40'
CB = N54° 07' 11" E

S00° 29' 20" E (DEED CALL - SOUTH)

EARLANE BACCUS CROOM
V. 4550, P. 1143

P.O.B.
5/8" IRS

186.06'
N00° 29' 20" W

Delta = 04° 36' 36"
R = 1105.00'
Arc Length = 88.91'
CL = 88.88'
CB = S66° 04' 09" W

S00° 04' 29" W
117.37'

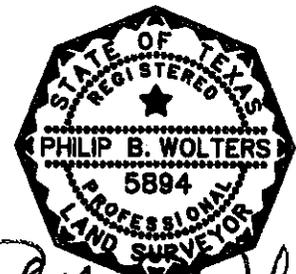
S00° 24' 12" E
5.71'

EARLANE BACCUS CROOM
V. 4550, P. 1143

Delta = 01° 00' 29"
R = 1105.00'
Arc Length = 19.44'
CL = 19.44'
CB = N64° 33' 15" E

Delta = 36° 57' 29"
R = 965.00'
Arc Length = 622.46'
CL = 611.73'
CB = S49° 53' 42" W

EXHIBIT A
PAGE 1 OF 3



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 26, 2010

ALL CORNERS MONUMENTED WITH 5/8" IRON RODS EXCEPT WHERE NOTED.

PARCEL NO. 2 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

CHEATHAM & ASSOCIATES 2233 AVENUE J, SUITE 107 ARLINGTON, TEXAS 76006 PH. 817-548-0696 FAX 817-265-8532

EXHIBIT 'B'

**RIGHT-OF-WAY DEDICATION
PARCEL NO. 2**

Field Notes

BEING a 1.689 acre portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190 Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod, capped "RLG INC", found at the southwest corner of Lot 1 of the TENNYSON PARKWAY OFFICE CENTER, recorded by plat in Cabinet M, Page 642, Plat Records, Collin County, Texas, said iron pin also being in the north survey line of the Henry B. Miller Survey, Abstract No. 614;

THENCE S 88°47'18" W, 13.18 feet along said survey line to the northwest corner of said Baccus Partnership tract;

THENCE S 00°29'20" E, 646.77 feet, along the west property line of said Baccus Partnership tract, to a 5/8" iron rod set for the **POINT OF BEGINNING** and being at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°30'33" a chord which bears N 54° 07'11" E, a distance of 529.40 feet;

THENCE Northeast, along the arc of said curve, a distance of 534.90 feet to 5/8" iron rod set at the beginning of a curve to the left, having a radius of 995.00 feet, a central angle of 06°37'48" and a chord which bears N 65° 03'33" E, a distance of 115.07 feet;

THENCE Northeast, along the arc of said curve, a distance of 115.14 feet to a 5/8" iron rod set in the west line of a tract of land deeded to the City of Plano in Document No. 96-0092893, D.R.C.C.T.;

THENCE S 00°04'29" W, 117.37 feet, to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 1105.00 feet, a central angle of 01°00'29" and a chord which bears N 64°33'15" E, a distance of 19.44 feet;

THENCE Northeast, along the arc of said curve and the south line of said Plano tract, a distance of 19.44 feet to a found 1/2" iron rod at the southeast corner of said Plano tract.

- THENCE** S 00°24'12" E, along the east line of Baccus Partnership tract, 5.71 feet to a 5/8" iron rod set in said east line and at the beginning of a curve to the right, having a radius of 1,105.00 feet, a central angle of 04°36'36" and a chord which bears S 66°04'09" W a distance of 88.88 feet;
- THENCE** Southwest, along the arc of said curve and departing said east line, a distance of 88.91 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 965.00 feet, a central angle of 36°57'29" and a chord which bears S 49°53'42" W, a distance of 611.73 feet;
- THENCE** Southwest, along the arc of said curve, a distance of 622.46 feet to a 5/8" iron rod set in the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;
- THENCE** N 00°29'20" W, 186.06 feet, along said east line, to the **POINT OF BEGINNING**, containing 1.689 acres or 73,613 square feet of land.

P:\DANNENBAUM\1714\SURVEY\Esmt-ROW\1714-jgl-2.doc

EXHIBIT "A"

PARCELS 2TCE1 & 2TCE2 2 TEMPORARY CONSTRUCTION EASEMENTS

CITY OF PLANO
96-0092892

CROOM INTERESTS
V. 4802, P. 3519

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092893

22,605 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE1

EARLANE BACCUS CROOM
V. 4550, P. 1143

COMMUNICATIONS PARKWAY
RIGHT-OF-WAY
PARCEL NO. 2

BACCUS PARTNERSHIP
Inst. No. 20100128000090190

EARLANE BACCUS CROOM
V. 4550, P. 1143

57,498 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE2

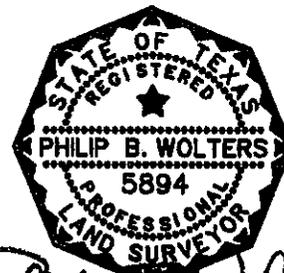
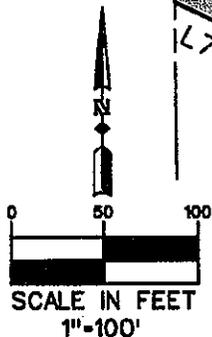
P.O.B. 1
5/8" IRF

P.O.B. 2
5/8" IRF

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00° 29' 20" W	52.92'
L2	S00° 04' 29" W	39.98'
L3	S00° 24' 12" E	38.75'
L4	S25° 24' 58" E	15.00'
L5	S37° 21' 09" E	85.00'
L6	N49° 17' 21" W	50.00'
L7	N63° 19' 56" W	40.71'
L8	N00° 29' 20" W	89.78'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	26° 25' 37"	1110.00'	511.97'	507.45'	N55° 09' 39" E
C2	07° 45' 44"	960.00'	130.06'	129.96'	N64° 29' 35" E
C3	06° 37' 48"	995.00'	115.14'	115.07'	S65° 03' 33" W
C4	28° 30' 33"	1075.00'	534.90'	529.40'	S54° 07' 11" W
C5	36° 57' 29"	965.00'	622.46'	611.73'	N49° 53' 42" E
C6	04° 36' 36"	1105.00'	88.91'	88.88'	N66° 04' 09" E
C7	03° 45' 41"	1140.00'	74.84'	74.82'	S66° 29' 37" W
C8	03° 47' 25"	930.00'	61.52'	61.51'	S66° 28' 45" W
C9	11° 56' 12"	915.00'	190.62'	190.28'	S58° 36' 56" W
C10	11° 56' 12"	830.00'	172.92'	172.60'	S46° 40' 45" W
C11	14° 02' 35"	880.00'	215.69'	215.15'	S33° 41' 21" W

EXHIBIT PAGE 3 OF 4



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 28, 2010

PARCEL NO. 2TCE1
PARCEL NO. 2TCE2 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE
CHEATHAM & ASSOCIATES 2233 AVENUE J, SUITE 107 ARLINGTON, TEXAS 76006 PH. 817-548-0896 FAX 817-265-8532

EXHIBIT 'B'

**PARCELS 2TCE1 & 2TCE2
2 TEMPORARY CONSTRUCTION EASEMENTS**

Field Notes

PARCEL 2TCE1

BEING a 22,605 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the north line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE N 00°29'20" W, along said east line, 52.92 feet to a point for corner, said point being at the beginning of a curve to the right with a central angle of 26°25'37", a radius of 1,110.00 feet and a chord which bears N55°09'39"E a distance of 507.45 feet;

THENCE Northeast, along the arc of said curve, 511.97 feet to a point for corner at the beginning of a curve to the left with a central angle of 07°45'44", a radius of 960.00 feet and a chord which bears N64°29'35"E a distance of 129.96 feet;

THENCE Northeast, along the arc of said curve, 130.06 feet to a point for corner in west line of a tract of land deeded to the City of Plano under Instrument No. 96-0092892, D.R.C.C.T.;

THENCE S 00°04'29" W, along said west line, 39.98 feet to a 5/8" iron rod found for corner in the north line of the proposed Communications Parkway right of way and being at the beginning of a curve to the right with a central angle of 06°37'48", a radius of 995.00 feet and a chord which bears S65°03'33"W a distance of 115.07 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 115.14 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 28°30'33", a radius of 1075.00 feet and a chord which bears S54°07'11"W a distance of 529.40 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 534.90 feet to the **POINT OF BEGINNING** and containing 22,605 square feet of land.

PARCEL 2TCE2

BEING a 57,498 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T. said point being at the beginning of a curve to the right with a central angle of $36^{\circ}57'29''$, a radius of 965.00 feet and a chord which bears $N49^{\circ}53'42''E$ a distance of 611.73 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 622.46 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of $04^{\circ}36'36''$, a radius of 1105.00 feet and a chord which bears $N66^{\circ}04'09''E$ a distance of 88.88 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 88.91 feet to a 5/8" iron rod found for corner in the west line of a separate tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE $S 00^{\circ}24'12'' E$, along said west line, 38.75 feet to a point for corner at the beginning of a curve to the right with a central angle of $03^{\circ}45'41''$, a radius of 1140.00 feet and a chord which bears $S66^{\circ}29'37''W$ a distance of 74.82 feet;

THENCE Southwest, along the arc of said curve, 74.84 feet to a point for corner at the beginning of a curve to the left with a central angle of $03^{\circ}47'25''$, a radius of 930.00 feet and a chord which bears $S66^{\circ}28'45''W$ a distance of 61.51 feet;

THENCE Southwest, along the arc of said curve, 61.52 feet to a point for corner;

THENCE $S 25^{\circ}24'58'' E$, 15.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 915.00 feet and a chord which bears $S58^{\circ}36'56''W$ a distance of 190.28 feet;

THENCE Southwest, along the arc of said curve, 190.62 feet to a point for corner;

THENCE $S 37^{\circ}21'09'' E$, 85.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 830.00 feet and a chord which bears $S46^{\circ}40'45''W$ a distance of 172.60 feet;

THENCE Southwest, along the arc of said curve, 172.92 feet to a point for corner;

THENCE N 49°17'21" W, 50.00 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°02'35", a radius of 880.00 feet and a chord which bears S33°41'21"W a distance of 215.15 feet;

THENCE Southwest, along the arc of said curve, 215.69 feet to a point for corner;

THENCE N 63°19'56" W, 40.71 feet to a point for corner in the west line of said BZB tract;

THENCE N 00°29'20" W, along said west line, 89.78 feet to the **POINT OF BEGINNING**, containing 57,498 square feet of land.

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, BACCUS PARTNERSHIP, LLC, a Texas limited liability company, individually, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantors in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, do by these presents **SELL, GRANT, and CONVEY** unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantors in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantors and accepted by Grantee subject to those items described in Exhibit B attached hereto and made a part hereof by reference for all purposes (the "Permitted Exceptions").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantors by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to severance damages or any damages to, or diminution in value of, other lands belonging to Grantors that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and

assigns, forever. Grantors do hereby bind Grantors and Grantors' administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20____

BACCUS PARTNERSHIP, LLC, a Texas Limited Liability Company

By: _____
Name: _____
Title: _____
Address: _____

STATE OF TEXAS

COUNTY OF _____

ACKNOWLEDGMENT

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company, for and on behalf of said limited liability company.

Notary Public, State of Texas

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

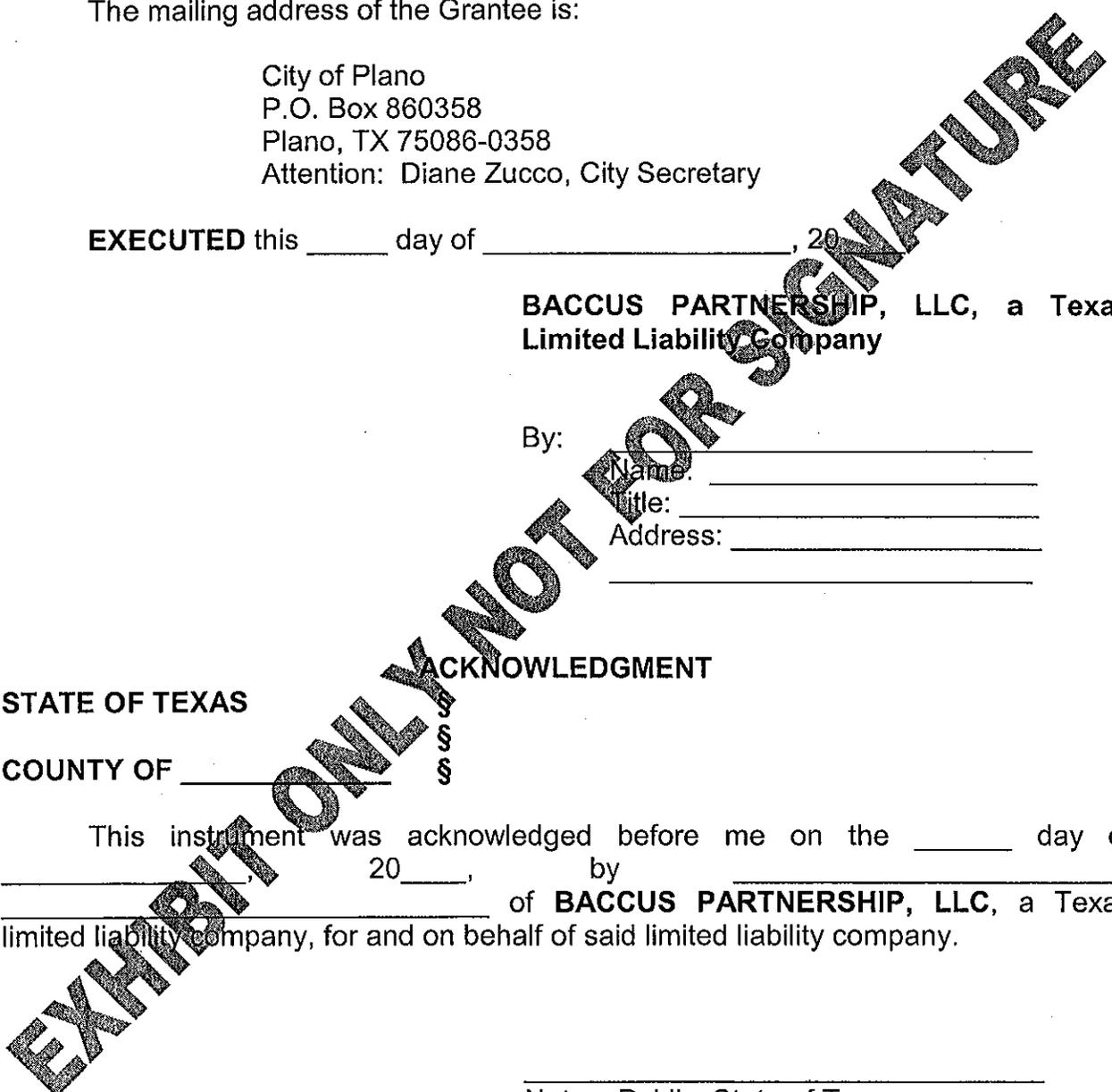


EXHIBIT "B"
Permitted Exceptions

1. Restrictive covenants described in instrument recorded in Volume 1694, Page 828, Real Property Records of Collin County, Texas. As affected by instrument recorded in Volume 2241, Page 738, Real Property Records, Collin County, Texas.
2. Restrictive covenants recorded in Volume 2132, Page 1, Real Property Records of Collin County, Texas. As refiled recorded in Volume 2235, Page 827, Real Property Records, Collin County, Texas.
3. Easement granted by John C. Thompson and Mattie V. Thompson to Lebannon Water Supply Corporation, dated 02/05/1966, filed 02/25/1966, recorded in Volume 669, Page 268, Real Property Records of Collin County, Texas.
4. Easement granted by C. B. Thompson to Lebannon Water Supply Corporation, dated 02/02/1966, filed 02/25/1966, recorded in Volume 669, Page 290, Real Property Records of Collin County, Texas. As assigned to the City of Plano recorded in Volume 2919, Page 214, Real Property Records, Collin County, Texas.
5. Easement granted by Mrs. M. B. Thompson to Denton County Electric Cooperative, Inc., dated 02/25/1938, filed 03/18/1953, recorded in Volume 468, Page 227, Real Property Records of Collin County, Texas. As affected by Agreement Defining Area Embraced recorded in Volume 1262, Page 312, Real Property Records, Collin County, Texas.
6. Easement granted by Laverne W. Baccus, Individually and as Trustee for Fred W. Baccus to City of Plano, dated 10/25/1996, filed 10/28/1996, cc# 96-0092894, Real Property Records of Collin County, Texas.

S88° 47'18"W
13.18'

LOT 1 TENNYSON PARKWAY OFFICE CENTER Cab. M. Page 642

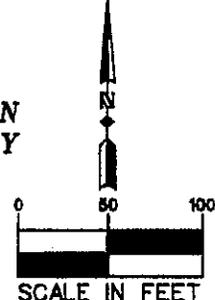
C.C.S.L. SURVEY NO. 5, A-150

HENRY B. MILLER SURVEY A-614

P.O.C.
1/2" IRF "RLG INC."

EXHIBIT "A"

PARCEL NO. 2
1.689 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS



BACCUS PARTNERSHIP
Inst. No. 20100128000090190

Delta = 06° 37'48"
R = 995.00'
Arc Length = 115.14'
CL = 115.07'
CB = N65° 03'33"E

RIGHT-OF-WAY
PARCEL NO. 2
1.689 ACRES
73,613 SQ. FT.

Delta = 28° 30'33"
R = 1075.00'
Arc Length = 534.90'
CL = 529.40'
CB = N54° 07'11"E

Delta = 04° 36'36"
R = 1105.00'
Arc Length = 88.91'
CL = 88.88'
CB = S66° 04'09"W

Delta = 01° 00'29"
R = 1105.00'
Arc Length = 19.44'
CL = 19.44'
CB = N64° 33'15"E

Delta = 36° 57'29"
R = 965.00'
Arc Length = 622.46'
CL = 611.73'
CB = S49° 53'42"W

CROOM INTERESTS, L.T.D.
V. 4802, P. 3519

EARLANE BACCUS CROOM
V. 4550, P. 1143

P.O.B.
5/8" IRS

646.77'

500° 29'20"E DEED CALL - SOUTH

186.06'

N00° 29'20"W

CITY OF PLANO 96-0092892

CITY OF PLANO
96-0092889

500° 04'29"W
117.37'

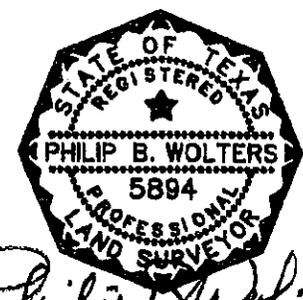
CITY OF PLANO
96-0092893

500° 24'12"E
5.71'

EARLANE BACCUS CROOM
V. 4550, P. 1143

ALL CORNERS MONUMENTED WITH 5/8"
IRON RODS EXCEPT WHERE NOTED.

EXHIBIT C
PAGE 4 OF 6



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 28, 2010

PARCEL NO. 2 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

CHEATHAM & ASSOCIATES 2233 AVENUE J, SUITE 107 ARLINGTON, TEXAS 76006 PH. 817-548-0696 FAX 817-265-8532

P:\DANIEL\BAMA\1745 SURVEY\Exam\ROW\174-14-2-NAD.dwg

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 2

Field Notes

BEING a 1.689 acre portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190 Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod, capped "RLG INC", found at the southwest corner of Lot 1 of the TENNYSON PARKWAY OFFICE CENTER, recorded by plat in Cabinet M, Page 642, Plat Records, Collin County, Texas, said iron pin also being in the north survey line of the Henry B. Miller Survey, Abstract No. 614;

THENCE S 88°47'18" W, 13.18 feet along said survey line to the northwest corner of said Baccus Partnership tract;

THENCE S 00°29'20" E, 646.77 feet, along the west property line of said Baccus Partnership tract, to a 5/8" iron rod set for the **POINT OF BEGINNING** and being at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°30'33" a chord which bears N 54° 07'11" E, a distance of 529.40 feet;

THENCE Northeast, along the arc of said curve, a distance of 534.90 feet to 5/8" iron rod set at the beginning of a curve to the left, having a radius of 995.00 feet, a central angle of 06°37'48" and a chord which bears N 65° 03'33" E, a distance of 115.07 feet;

THENCE Northeast, along the arc of said curve, a distance of 115.14 feet to a 5/8" iron rod set in the west line of a tract of land deeded to the City of Plano in Document No. 96-0092893, D.R.C.C.T.;

THENCE S 00°04'29" W, 117.37 feet, to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 1105.00 feet, a central angle of 01°00'29" and a chord which bears N 64°33'15" E, a distance of 19.44 feet;

THENCE Northeast, along the arc of said curve and the south line of said Plano tract, a distance of 19.44 feet to a found 1/2" iron rod at the southeast corner of said Plano tract.

Exhibit "A"
The Property

- THENCE** S 00°24'12" E, along the east line of Baccus Partnership tract, 5.71 feet to a 5/8" iron rod set in said east line and at the beginning of a curve to the right, having a radius of 1,105.00 feet, a central angle of 04°36'36" and a chord which bears S 66°04'09" W a distance of 88.88 feet;
- THENCE** Southwest, along the arc of said curve and departing said east line, a distance of 88.91 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 965.00 feet, a central angle of 36°57'29" and a chord which bears S 49°53'42" W, a distance of 611.73 feet;
- THENCE** Southwest, along the arc of said curve, a distance of 622.46 feet to a 5/8" iron rod set in the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;
- THENCE** N 00°29'20" W, 186.06 feet, along said east line, to the **POINT OF BEGINNING**, containing 1.689 acres or 73,613 square feet of land.

P:\DANNENBAUM\1714\SURVEY\Esmt-ROW\1714-jgl-2.doc

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§

KNOW ALL MEN BY THESE PRESENTS:

THAT, BACCUS PARTNERSHIP, LLC, a Texas limited liability company, individually, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, do GIVE, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, drainage or utility facilities and grading in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described as Parcel 2TCE1 and Parcel 2TCE2 in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

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

This Temporary Construction Easement will expire at such time that the public improvement project described as Communications Parkway (Spring

Creek to Tennyson) Project No. 5625, is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

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

SIGNED this _____ day of _____, 20____.

**BACCUS PARTNERSHIP, LLC, a
Texas Limited Liability Company**

By: _____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company, for and on behalf of said limited liability company.

Notary Public, State of Texas

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT P
PAGE 2 OF 6

EXHIBIT "A"
PARCELS 2TCE1 & 2TCE2
2 TEMPORARY CONSTRUCTION
EASEMENTS

CITY OF PLANO
96-0092892

CITY OF PLANO
96-0092893

CROOM INTERESTS
V. 4802, P. 3519

HENRY B. MILLER SURVEY, A-614

EARLANE BACCUS CROOM
V. 4550, P. 1143

EARLANE BACCUS CROOM
V. 4550, P. 1143

22,605 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE1

BACCUS PARTNERSHIP
Inst. No. 20100128000090190

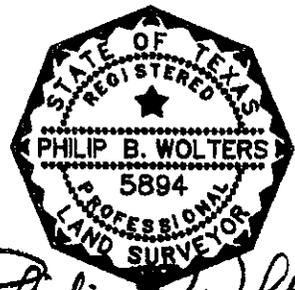
57,498 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE2

COMMUNICATIONS PARKWAY
RIGHT-OF-WAY
PARCEL NO. 2

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00° 29' 20" W	52.92'
L2	S00° 04' 29" W	39.98'
L3	S00° 24' 12" E	38.75'
L4	S25° 24' 58" E	16.00'
L5	S37° 21' 09" E	85.00'
L6	N49° 17' 21" W	50.00'
L7	N63° 19' 56" W	40.71'
L8	N00° 29' 20" W	89.78'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	26° 25' 37"	1110.00'	511.97'	507.45'	N55° 09' 39" E
C2	07° 45' 44"	960.00'	130.08'	129.96'	N64° 29' 35" E
C3	06° 37' 48"	995.00'	115.14'	115.07'	S65° 03' 33" W
C4	28° 30' 33"	1075.00'	534.90'	529.40'	S54° 07' 11" W
C5	36° 57' 29"	965.00'	622.48'	611.73'	N49° 53' 42" E
C6	04° 36' 36"	1105.00'	88.91'	88.88'	N66° 04' 09" E
C7	03° 45' 41"	1140.00'	74.84'	74.82'	S66° 29' 37" W
C8	03° 47' 25"	930.00'	61.82'	61.51'	S66° 28' 45" W
C9	11° 56' 12"	915.00'	190.82'	190.28'	S58° 36' 56" W
C10	11° 56' 12"	830.00'	172.92'	172.60'	S48° 40' 45" W
C11	14° 02' 35"	880.00'	215.69'	215.15'	S33° 41' 21" W

EXHIBIT D
PAGE 3 OF 6



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 28, 2010



PARCEL NO. 2TCE1
PARCEL NO. 2TCE2
BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

P:\DWG\B\B\A\1714\SURVEY\Exam-ROW\1714-Temp 4-5-82B.dgn

EXHIBIT 'B'

PARCELS 2TCE1 & 2TCE2
2 TEMPORARY CONSTRUCTION EASEMENTS

Field Notes

PARCEL 2TCE1

BEING a 22,605 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the north line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE N 00°29'20" W, along said east line, 52.92 feet to a point for corner, said point being at the beginning of a curve to the right with a central angle of 26°25'37", a radius of 1,110.00 feet and a chord which bears N55°09'39"E a distance of 507.45 feet;

THENCE Northeast, along the arc of said curve, 511.97 feet to a point for corner at the beginning of a curve to the left with a central angle of 07°45'44", a radius of 960.00 feet and a chord which bears N64°29'35"E a distance of 129.96 feet;

THENCE Northeast, along the arc of said curve, 130.06 feet to a point for corner in west line of a tract of land deeded to the City of Plano under Instrument No. 96-0092892, D.R.C.C.T.;

THENCE S 00°04'29" W, along said west line, 39.98 feet to a 5/8" iron rod found for corner in the north line of the proposed Communications Parkway right of way and being at the beginning of a curve to the right with a central angle of 06°37'48", a radius of 995.00 feet and a chord which bears S65°03'33"W a distance of 115.07 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 115.14 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 28°30'33", a radius of 1075.00 feet and a chord which bears S54°07'11"W a distance of 529.40 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 534.90 feet to the **POINT OF BEGINNING** and containing 22,605 square feet of land.

PARCEL 2TCE2

BEING a 57,498 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T. said point being at the beginning of a curve to the right with a central angle of $36^{\circ}57'29''$, a radius of 965.00 feet and a chord which bears $N49^{\circ}53'42''E$ a distance of 611.73 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 622.46 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of $04^{\circ}36'36''$, a radius of 1105.00 feet and a chord which bears $N66^{\circ}04'09''E$ a distance of 88.88 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 88.91 feet to a 5/8" iron rod found for corner in the west line of a separate tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE $S 00^{\circ}24'12'' E$, along said west line, 38.75 feet to a point for corner at the beginning of a curve to the right with a central angle of $03^{\circ}45'41''$, a radius of 1140.00 feet and a chord which bears $S66^{\circ}29'37''W$ a distance of 74.82 feet;

THENCE Southwest, along the arc of said curve, 74.84 feet to a point for corner at the beginning of a curve to the left with a central angle of $03^{\circ}47'25''$, a radius of 930.00 feet and a chord which bears $S66^{\circ}28'45''W$ a distance of 61.51 feet;

THENCE Southwest, along the arc of said curve, 61.52 feet to a point for corner;

THENCE $S 25^{\circ}24'58'' E$, 15.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 915.00 feet and a chord which bears $S58^{\circ}36'56''W$ a distance of 190.28 feet;

THENCE Southwest, along the arc of said curve, 190.62 feet to a point for corner;

THENCE $S 37^{\circ}21'09'' E$, 85.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 830.00 feet and a chord which bears $S46^{\circ}40'45''W$ a distance of 172.60 feet;

Exhibit "A"
The Easement Property

- THENCE** Southwest, along the arc of said curve, 172.92 feet to a point for corner;
- THENCE** N 49°17'21" W, 50.00 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°02'35", a radius of 880.00 feet and a chord which bears S33°41'21"W a distance of 215.15 feet;
- THENCE** Southwest, along the arc of said curve, 215.69 feet to a point for corner;
- THENCE** N 63°19'56" W, 40.71 feet to a point for corner in the west line of said BZB tract;
- THENCE** N 00°29'20" W, along said west line, 89.78 feet to the **POINT OF BEGINNING**, containing 57,498 square feet of land.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 23, 2010		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Mary Ann Dunnivant - Ext. 4208				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System in the amount of \$82,964.32 for a twelve month service term, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	132,303	0	132,303
Encumbered/Expended Amount	0	-51,086	0	-51,086
This Item	0	-82,964	0	-82,964
BALANCE	0	-1,747	0	-1,747
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this Renewal Agreement is included in the FY 2009-10 Budget appropriations in the Library Administration Cost Center. The additional funds of (\$1,747) needed for this agreement will be reimbursed by entities sharing the Polaris database.</p> <p>STRATEGIC PLAN GOAL: Renewal of this Software Maintenance Agreement relates to the City's Goal of a "Financially Strong City with Service Excellence."</p>				
SUMMARY OF ITEM				
<p>Approval of this request in an amount not to exceed \$82,964.32 is made for the purchase of software maintenance and system support from Polaris Library Systems, as agreed to on a contract with Polaris Library Systems approved by Plano City Council on April 9, 2007. Polaris Library Systems is a sole source provider of software maintenance for Polaris Software.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
1. Sole Source letter from Polaris dated July 19, 2010.				

POLARIS
LIBRARY SYSTEMS

COUNT ON US.

July 19, 2010

Plano Public Library System
Mike Shamel
2501 Coit Road
Plano TX 75075

Polaris Library Systems is the sole source provider of maintenance and support services for the Polaris Integrated Library System currently installed and in operation at the Plano Public Library, Plano, TX.



Kevin Bryans
CFO
Polaris Library Systems

A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System, in the amount of \$82,964.32 for a twelve month service term, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano, Texas contracted with GIS Information Systems, Inc. d/b/a Polaris Library Systems to purchase the Polaris ILS computerized system on April 16, 2007; and

WHEREAS, the City desires to purchase software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems to provide continuing maintenance and system support for the Polaris system used by Plano Public Library System for the period between August 22, 2010 and August 21, 2011; and

WHEREAS, GIS Information Systems, Inc. d/b/a Polaris Library Systems is the only company that can provide software maintenance and system support for the Polaris software system; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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 GIS Information Systems, Inc. d/b/a Polaris Library Systems is the sole source provider for software maintenance and system support for the Polaris computerized system, and said purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section II. The City Manager or his authorized designee is hereby authorized to take such action and execute such documents with GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider, to effectuate the purchase of the software maintenance and system support in an amount not to exceed **EIGHTY TWO THOUSAND NINE HUNDRED SIXTY FOUR AND 32/DOLLARS (\$82,964.32)**.

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 23, 2010		
Department:		Risk Management		
Department Head		Darrell Edwards		
Agenda Coordinator (include phone #): Kim Kreidler 972.941.7129				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2001-2-27 codified as Section 2-9 Lawsuits and Risk Management of Article I In General, of Chapter 2 Administration of the Code of Ordinances of the City of Plano, Texas and replacing it with a new Section 2-9 to revise the settlement authority of the City Council and the City Manager regarding City claims or lawsuits, and to dissolve the Risk Management Steering Committee; providing a severability clause, a repealer clause, a savings clause, a publication clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL				
SUMMARY OF ITEM				
<p>This Ordinance revises the settlement authority of the City Council and the City Manager regarding City claims and lawsuits and dissolves the Risk Management Steering Committee.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2001-2-27 codified as Section 2-9 Lawsuits and Risk Management of Article I In General, of Chapter 2 Administration of the Code of Ordinances of the City of Plano, Texas and replacing it with a new Section 2-9 to revise the settlement authority of the City Council and the City Manager regarding City claims or lawsuits, and to dissolve the Risk Management Steering Committee; providing a severability clause, a repealer clause, a savings clause, a publication clause and an effective date.

WHEREAS, the City Council approved Ordinance No. 2001-2-27 on February 26, 2001 designating the settlement authority of the City Manager and the City Council regarding City claims or lawsuits, and establishing a Risk Steering Committee to make recommendations on claims and risk management policy.

WHEREAS, the City Council desires to repeal this Ordinance and replace it with an Ordinance revising the authority of the City Manager and the City Council regarding settlement of City claims and lawsuits as designated below.

WHEREAS, the City Council further desires to revise this Ordinance by dissolving the Risk Management Steering Committee.

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

Section I. Ordinance No. 2001-2-27 codified as Section 2-9 Lawsuits and Risk Management, of Article I. In General, of Chapter 2 Administration, is hereby repealed and replaced to read in its entirety as follows:

“Sec. 2-9. Lawsuits and risk management.

- (a) Authority to file suit on behalf of the city.
 - (1) The city attorney or her designee has authority to institute lawsuits on behalf of the City of Plano for collections and damages to city property or personnel, either directly or through subrogation rights, wherein the claim does not exceed one hundred thousand dollars (\$100,000.00). In cases where the claim exceeds one hundred thousand dollars (\$100,000.00), the city attorney must obtain city council approval of the lawsuit through either resolution or ratification.
 - (2) The city attorney or her designee has authority to execute any and all documents necessary to effectuate an authorized lawsuit on behalf of the city.

- (b) Settlement authority.
 - (1) The city manager or his designee has authority to compromise and settle all claims or lawsuits in favor of or against the City of Plano up to fifty thousand dollars (\$50,000.00). The city council expressly reserves authority to compromise and settle all claims and lawsuits in favor of or against the city in excess of fifty thousand dollars (\$50,000.00). Further, except as provided by this section, the city council reserves and retains its right and powers under paragraph [r], Section 3.07 of the City Charter

to compromise and settle any claim or lawsuit in favor of or against the city, regardless of the settlement amount.

- (2) The city manager or his designee has authority to execute any and all documents necessary to effectuate an authorized settlement and final disposition of a claim or lawsuit.”

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

Section III. All provisions of the Code of 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 Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/23/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Article I of Chapter 14, Offenses - Miscellaneous of the City of Plano Code of Ordinances to add a new section prohibiting the intent to commit prostitution in a public place; providing a penalty clause, a severability clause, a savings clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
The City Council deems it necessary to amend Article I of Chapter 14, Offenses - Miscellaneous of the City of Plano Code of Ordinances to add a new section to prohibit the intent to commit prostitution in a public place.				
List of Supporting Documents: Ordinance and Memo		Other Departments, Boards, Commissions or Agencies		



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: 08/12/2010

TO: Bruce D. Glasscock, Deputy City Manager

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: *Intent to Commit Prostitution in a Public Place Ordinance*

Our Crime Analysis Unit has studied prostitution-related calls in Plano and found that they are infrequent, yet generally concentrated in a few areas covered by the Neighborhood Police Officer Unit. We are not seeing cases of prostitutes flagging down people. Instead in some apartment complexes we have encountered them going door to door, hanging out in the common areas, and being called to the locations.

There are currently state laws against prostitution, attempted prostitution, promotion of prostitution, disorderly conduct (exposing oneself), and criminal trespass. Plano also has city ordinances against operating a sexually oriented business without a permit, and several ordinances for solicitation without a permit. These can be used now to address prostitution issues.

A few cities, however, have an ordinance prohibiting a person from engaging in conduct which demonstrates their intent to commit prostitution. A similar ordinance in Plano would provide us another tool to address prostitution cases, and act as a deterrent to prostitutes that come to our city out of fear of similar ordinances in other cities (mainly Dallas). The City Attorney crafted this proposed ordinance for these purposes.

An Ordinance of the City of Plano, Texas, amending Article I of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances to add a new section prohibiting the intent to commit prostitution in a public place; providing a penalty clause, a severability clause, a savings clause, and an effective date.

WHEREAS, those persons who engage in activity evidencing their intent to commit acts of prostitution pose a threat to public health, safety and welfare; and

WHEREAS, Plano police officers report growing concern over the presence of persons in the community who are soliciting for prostitution; and

WHEREAS, the City Council of the City of Plano wishes to provide an additional tool to assist law enforcement in combating prostitution by prohibiting persons from engaging in activity with the intent to commit prostitution.

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

Section I. Section 14-14 of Chapter 14 of the City of Plano Code of Ordinances is hereby added to read as follows:

“Sec. 14-14. Intent to Commit Prostitution in a public place.

- (a) A person commits an offense if the person engages in conduct in a public place with the intent to commit prostitution. This intent is evidenced by acting in a manner and under circumstances that openly demonstrate the purpose of inducing, enticing, soliciting, or procuring another to commit an act of prostitution. In addition to showing intent, the conduct must also occur at a location known to be frequented by persons who engage in prostitution or solicitation of prostitution and the person must stop, attempts to stop, or engages another person(s) in conversation, or stops or attempts to stop another person(s) or vehicle by hailing, waving of arms, or use of any other bodily gesture.
- (b) For the purpose of this section, “public place” means any street, sidewalk, bridge, alley, alleyway, plaza, park, driveway, parking lot, transportation facility, or the doorways and entrance ways to any building which fronts on any of the aforesaid places, or a motor vehicle in or on any such place.
- (c) Any person, firm, or corporation found to be violating this Ordinance shall be subject to a fine in accordance with Section 1-4(b) of Chapter One of the City Code of Ordinances.

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 uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the city of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	8/23/10			
Department:	Public Works & Engineering			
Department Head:	Alan L. Upchurch			
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5845	
CAPTION				
<p>An Ordinance of the City of Plano, Texas, to determine the public use, need and necessity for the acquisition of a permanent street easement on a 0.0073 acre (317 square feet) tract of land located in the James Beverly Survey, Abstract No. 120 and situated at the northwest corner of the intersection of Jupiter Road and Summit Avenue, in the City of Plano, Collin County, Texas, for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Attorney, or her designee, to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	93,600	467,400	0	561,000
Encumbered/Expended Amount	-93,600	-56,610	0	-150,210
This Item	0	-634	0	-634
BALANCE	0	410,156	0	410,156
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the Re-Estimated 2009-10 Street Improvement CIP. This eminent domain street easement purchase, in the amount of \$634, will leave a current year balance of \$410,156 for the Intersection Improvements - Preston, Jupiter and Spring Creek project.</p> <p>STRATEGIC PLAN GOAL: Purchase of street improvement easements relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff has made several attempts to contact the owners, Jud and Catherine Ireland and Olivas Owners, LLC, in California concerning the City's need to acquire a 317 sq. ft. street easement for intersection improvements at the northwest corner of Jupiter Road and Summit Avenue. Our most recent attempt was certified mail on July 8, 2010, in which we offered to purchase the street easement for \$634 based on an appraisal that they were provided. Since we have had no response, we are requesting Council approval to begin eminent domain proceedings to acquire the easement.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
N/A			N/A	

An Ordinance of the City of Plano, Texas, to determine the public use, need and necessity for the acquisition of a permanent street easement on a 0.0073 acre (317 square feet) tract of land located in the James Beverly Survey, Abstract No. 120 and situated at the northwest corner of the intersection of Jupiter Road and Summit Avenue, in the City of Plano, Collin County, Texas, for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Attorney, or her designee, to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire an easement on certain real property to construct, reconstruct and maintain highway and street facilities and related public improvements at the northwest corner of the intersection of Jupiter Road and Summit Avenue, in the City of Plano, Collin County, Texas; and

WHEREAS, in accordance with the above, the City Council of the City of Plano, Texas, hereby finds that there is a public need and necessity to acquire the street easement for such purposes set forth above. The public improvements will be for the benefit and enjoyment to the citizens of the City of Plano, Texas, and the public at large; and

WHEREAS, the easement to be acquired consists of a 0.0073 acre (317 square feet) tract of land, together with improvements thereon and appurtenances thereto (the "Easement"); all more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

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

Section I. The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas, to acquire the Easement for the purpose of constructing, reconstructing and maintaining highway and street facilities and related public improvements, which shall inure to the benefit of the public and the citizens of the City of Plano, Texas.

Section II. The City Manager and his designees have attempted to agree with the property owner regarding the compensation to be paid to the property owner for the acquisition of the Easement by providing the property

owner with a copy of the Landowner's Bill of Rights and by offering the property owner an amount equal to an appraisal obtained by the City. Despite the City's best efforts, the City and the property owner are not able to agree on said compensation.

Section III. The City Council hereby finds that the City is unable to agree with the property owner as to compensation to be paid to the property owner. Therefore, the City Council authorizes the City Attorney, or her designee, to file or cause to be filed against the property owner and interested parties of the property proceedings in eminent domain to acquire the Easement for the above stated purposes.

Section IV. It is the intent of the City Council that this Ordinance authorize the condemnation of the Easement required by the City's Public Works and Engineering Department to construct the necessary public improvements. If it is later determined that there are any errors in the descriptions contained in Exhibit "A", the City Attorney or her designee is authorized to have such errors corrected without the necessity of obtaining a new City Council Ordinance authorizing the condemnation of the corrected property.

Section V. All findings of fact, recitations and provisions set out in the preamble of this Ordinance are adopted and made a part of the body of this Ordinance, as if fully set forth herein.

Section VI. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STREET EASEMENT NO. 2
NW CORNER OF JUPITER/SUMMIT
JAMES BEVERLY SUR., ABST. 120
CITY OF PLANO
COLLIN COUNTY, TEXAS

BEING a tract of land situated in the James Beverly Survey, Abstract No. 120, City of Plano, Collin County, Texas, also being situated in Lot 4R, Block 1 of Central Plano Industrial Park, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2007, Page 407, Map Records, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to Jud & Catherine Ireland & Olivas Owners, LLC by Special Warranty Deed with Vendor's Lien dated January 27, 2001, and recorded in Volume 4849, Page 794, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found being the intersection of the north right-of-way line of Summit Avenue (60' R.O.W.) with the corner cutback line of Jupiter Road and being the most southerly southeast corner of Lot 4R, Block 1 of Central Plano Industrial Park, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2007, Page 407, Map Records, Collin County, Texas;

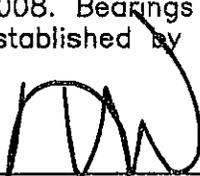
THENCE along the north right-of-way line of said Summit Road, the south line of said Lot 4R, Block 1 and the south line of herein described tract, South 89 degrees 34 minutes 41 seconds West, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" to a Point;

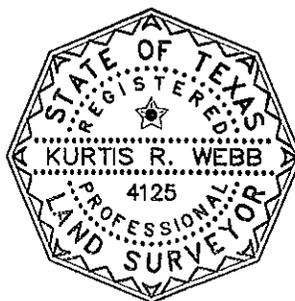
THENCE through the interior of said Lot 4R, Block 1 the following two (2) courses:

1. North 42 degrees 08 minutes 20 seconds East, a distance of 35.80 feet to a 5/8" iron rod set with cap marked "WEBB-4125" to a Point being on the west line of a Street Easement five (5.00) feet in width as dedicated by said Central Plano Industrial Park, Phase 1 addition;
2. Along said Street Easement, South 02 degrees 06 minutes 19 seconds East, a distance of 21.39 feet to a 5/8" iron rod set with cap marked "WEBB-4125" to a Point, being in the northwest corner cutback line of said Jupiter Road and said Summit Avenue and same being in the southeast corner cutback line of said Lot 4R, Block 1;

THENCE southwesterly along the northwest corner cutback line of said Jupiter Road and said Summit Avenue and the southeast corner cutback line of said Lot 4R, Block 1, South 43 degrees 44 minutes 11 seconds West, a distance of 6.96 feet to the POINT OF BEGINNING hereof and containing 0.0073 acres or 317 square feet of land, more or less.

Based on an on-the-ground surveyed performed under my supervision on September 04, 2008. Bearings shown hereon based on Grid Bearings, Texas North Central Zone, NAD83, as established by GPS observations performed coincident with the survey.


Kurtis R. Webb
Texas Reg. No. 4125
October 8, 2009



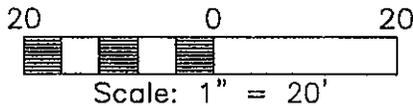
LOT 4R BLOCK 1
 CENTRAL PLANO INDUSTRIAL
 PARK, PHASE 1 5/8IRS
 VOL. 2007-407
 M.R.C.C.T.
 VISIBILITY EASEMENT

STREET EASEMENT
 NO. 2
 317 SF 0.0073 AC

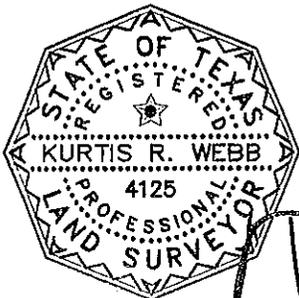
SUMMIT AVENUE
 (60' R.O.W.)

JUPITER ROAD

20' BUILDING LINE



NUMBER	DIRECTION	DISTANCE
L1	S 89°34'41" W	20.00'
L2	N 42°08'20" E	35.80'
L3	S 02°06'19" E	21.39'
L4	S 43°44'11" W	6.96'



STREET EASEMENT NO. 2
 NW CORNER OF JUPITER/SUMMIT
 JAMES BEVERLY SUR., ABST. 120
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

Webb Surveying, Inc.
 3400 Silverstone Drive
 Suite 124
 Plano, TX 75023

Land Surveyors
 Phone: (972) 964-1737
 Fax: (972) 596-4828
 mail@webbsurveying.com



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	8/23/10
Department:	Public Works & Engineering
Department Head	Alan L. Upchurch
Agenda Coordinator (include phone #): Irene Pegues (7198)	

CAPTION

An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish prima facie maximum speed limits for motor vehicles operating upon Rasor Boulevard, repeal the prima facie maximum speed limits for motor vehicles operating on certain sections of Yeary Road and Farm to Market Road (FM) 544, amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Hedgcoxe Road and Preston Meadow Drive, revise the limits of the speed zones for certain sections of Custer Road and Headquarters Drive, and change the name of Spring Creek Parkway Highway within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	224,962	0	224,962
Encumbered/Expended Amount	0	-156,782	0	-156,782
This Item	0	-1,600	0	-1,600
BALANCE	0	66,580	0	66,580

FUND(S): GENERAL FUND

COMMENTS: Funds are available within the 2009-10 Signs and Markings/Sign Shop budget for the installation, maintenance, repair and replacement of street signs and markings.

STRATGEIC PLAN GOAL: The updating of Speed limit signs as required by changes to the speed limit ordinances relates to the City's Goal of "Safe Large City" and "Partnering for Community Benefit".

SUMMARY OF ITEM

Based on studies performed by the Traffic Engineering Division (TED), the proposed ordinance establishes the speed limit on Rasor Boulevard at 40 miles per hour (MPH), amends the speed limit on Hedgcoxe Road between Custer Road and Legacy Drive from 40 MPH to 45 MPH and amends the speed limit on Preston Meadow Drive between Quincy Lane and McDermott Road from 30 MPH to 35 MPH. In addition the proposed ordinance also repeals a speed zone for an abandoned section of Yeary Road and a construction zone speed zone on FM 544. It also redefines the east limits of the speed zone for Headquarters Drive, and the limit of the speed zone on Custer Road from Cothes Road to Nettle Drive. Finally, it changes the name of Spring Creek Parkway Highway to Spring Creek Parkway, the commonly used nomenclature for this road. The TED has prepared the attached ordinance for City Council consideration and recommends approval of the ordinance.

List of Supporting Documents: Location Maps	Other Departments, Boards, Commissions or Agencies N/A
--	---

An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish prima facie maximum speed limits for motor vehicles operating upon Rasor Boulevard, repeal the prima facie maximum speed limits for motor vehicles operating on certain sections of Yearly Road and Farm to Market Road (FM) 544, amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Hedgcoxe Road and Preston Meadow Drive, revise the limits of the speed zones for certain sections of Custer Road and Headquarters Drive, and change the name of Spring Creek Parkway Highway within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication 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; and

WHEREAS, traffic and engineering studies of Rasor Boulevard, Hedgcoxe Road, and Preston Meadow Drive have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of these roadways should be altered; and

WHEREAS, the limits of the speed zones for Custer Road in Section 74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances that are designated Cothes Road refer to an abandoned street, and cannot be readily identified on the ground, and need to be amended to the nearest existing street intersection, that being Nettle Drive; and

WHEREAS, the limits of the speed zone for Headquarters Drive in Section 74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances do not correspond with the limits of Headquarters Drive on the ground and need to be amended to the correct end points of the speed zone; and

WHEREAS, the name of Spring Creek Parkway is shown as Spring Creek Parkway Highway in Section 74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances and needs to be amended to reflect the correct street name.

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. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of a new Subsection entitled "Rasor Boulevard" to read as follows:

"(1) Forty (40) miles per hour along and upon Rasor Boulevard from its intersection with Preston Road to its intersection with the Sam Rayburn Tollway."

Section III. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

"Custer Road (State Highway 2478):

(1) Forty (40) miles per hour along and upon Custer Road from its intersection with the southern city limits line to its intersection with Cothes Road;

(2) Forty-five (45) miles per hour along and upon Custer Road from its intersection with Cothes Road to its intersection with the north city limits. "

"FM 544:

(1) Thirty (30) miles per hour along and upon FM 544 from SH 289 to one-half (½) mile west of Dallas Parkway, within that portion of FM 544 beginning where the sign giving notice of such reduced speed limits is located and extending to a point where a sign indicating the end of such reduced speed zone is located. The City Council has determined that the construction, repairs and maintenance being performed in the area will require, for the protection of persons and equipment performing such construction, maintenance and repairs, and also for the protection of persons operating motor vehicles upon such roadway between the points described above, that the prima facie maximum speed limit along such roadway be altered and reduced to thirty (30) miles per hour during the time of construction."

"Headquarters Drive:

(1) Forty (40) miles per hour along and upon Headquarters Drive from its intersection with Ohio Drive to its intersection with Legacy Drive.

(2) Forty (40) miles per hour along and upon Headquarters Drive from Legacy Drive to Spring Creek Parkway."

"Hedgcoxe Road:

(1) Forty (40) miles per hour along and upon Hedgcoxe Road from its intersection with Legacy Drive to its intersection with Custer Road.

(2) Thirty-five (35) miles per hour along and upon Hedgcoxe Road from its intersection with Independence Parkway to its intersection with Alma Drive."

“Spring Creek Parkway Highway:

- (1) Forty (40) miles per hour along and upon Spring Creek Parkway from its intersection with Central Expressway eastward to Parker Road.
- (2) Forty (40) miles per hour along and upon Spring Creek Parkway from its intersection with Central Expressway westward to Custer Road.
- (3) Forty-five (45) miles per hour along and upon Spring Creek Parkway from its intersection with Custer Road west to its intersection with Dallas Parkway.
- (4) Twenty (20) miles per hour along and upon Spring Creek Parkway service roads from the intersection of Spring Creek Parkway and Alma Drive to the intersection of Spring Creek Parkway and Blue Ridge Trail.
- (5) Forty-five (45) miles per hour along and upon Spring Creek Parkway from its intersection with Dallas Parkway to its intersection with State Highway 121. “

“Yeary Road:

- (1) Forty-five (45) miles per hour along and upon Yeary Road from its intersection with Preston Road to a point one (1) mile west of Preston Road.”

Section IV. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Custer Road:

- (1) Forty (40) miles per hour along and upon Custer Road from its intersection with the south city limit line to its intersection with Nettle Drive;
- (2) Forty-five (45) miles per hour along and upon Custer Road from its intersection with Nettle Drive to its intersection with the Sam Rayburn Tollway.”

“Headquarters Drive:

- (1) Forty (40) miles per hour along and upon Headquarters Drive from its intersection with Preston Road to its intersection with Spring Creek Parkway.”

“Hedgcoxe Road:

- (1) Forty-five (45) miles per hour along and upon Hedgcoxe Road from its intersection with Legacy Drive to its intersection with Custer Road.”

“Preston Meadow Drive:

(2) Thirty-five (35) miles per hour along and upon Preston Meadow Drive from its intersection with Quincy Lane to its intersection with McDermott Road.”

“Spring Creek Parkway:

(1) Forty (40) miles per hour along and upon Spring Creek Parkway from its intersection with Parker Road to its intersection with Custer Road.

(2) Forty-five (45) miles per hour along and upon Spring Creek Parkway from its intersection with Custer Road to its intersection with the Sam Rayburn Tollway.

(3) Twenty (20) miles per hour along and upon Spring Creek Parkway service roads from the intersection of Spring Creek Parkway and Alma Drive to the intersection of Spring Creek Parkway and Blue Ridge Trail.”

Section V. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

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

Section X. This Ordinance shall become effective immediately from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 23rd day of August, 2010.

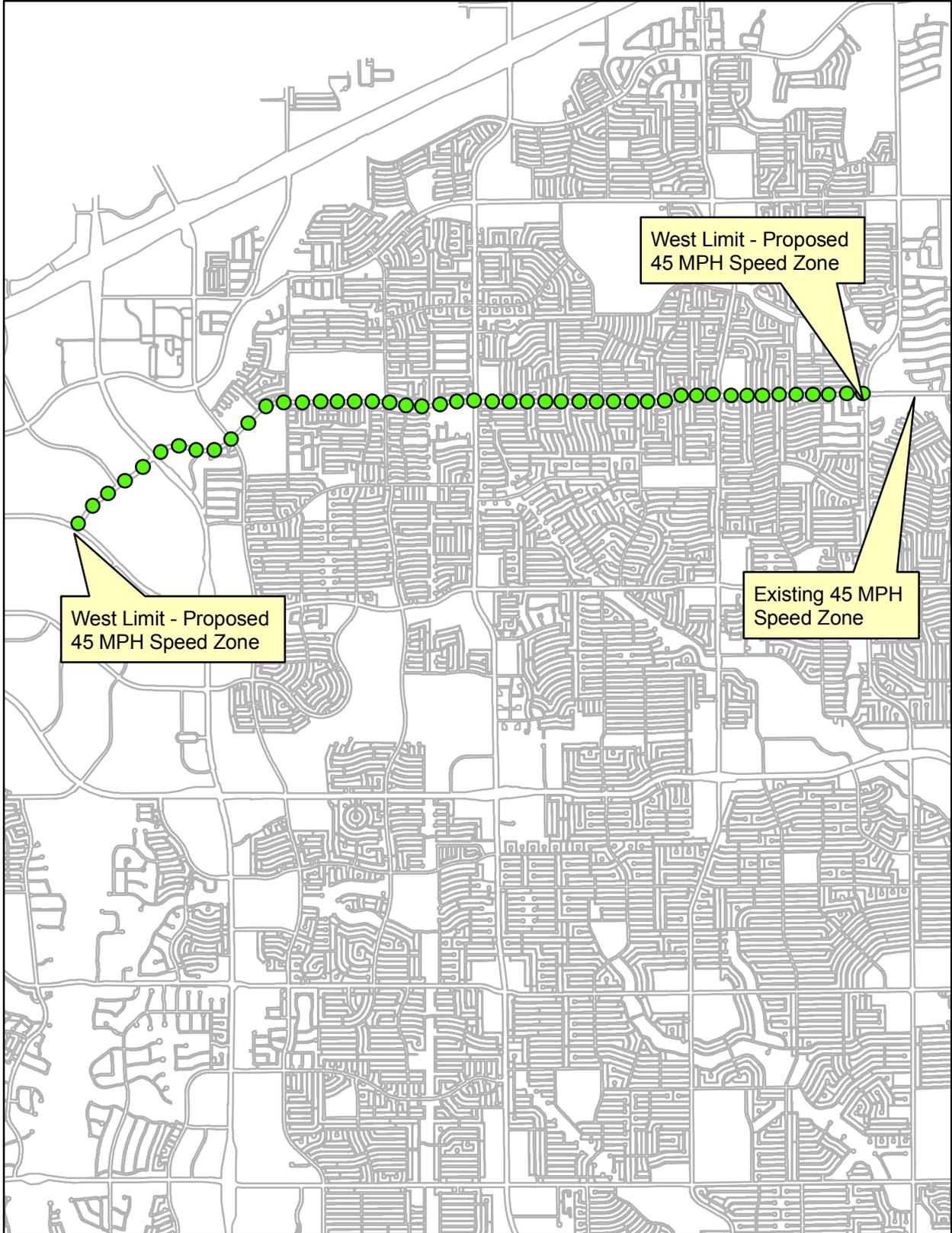
Phil Dyer, MAYOR

ATTEST:

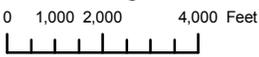
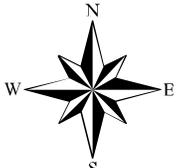
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

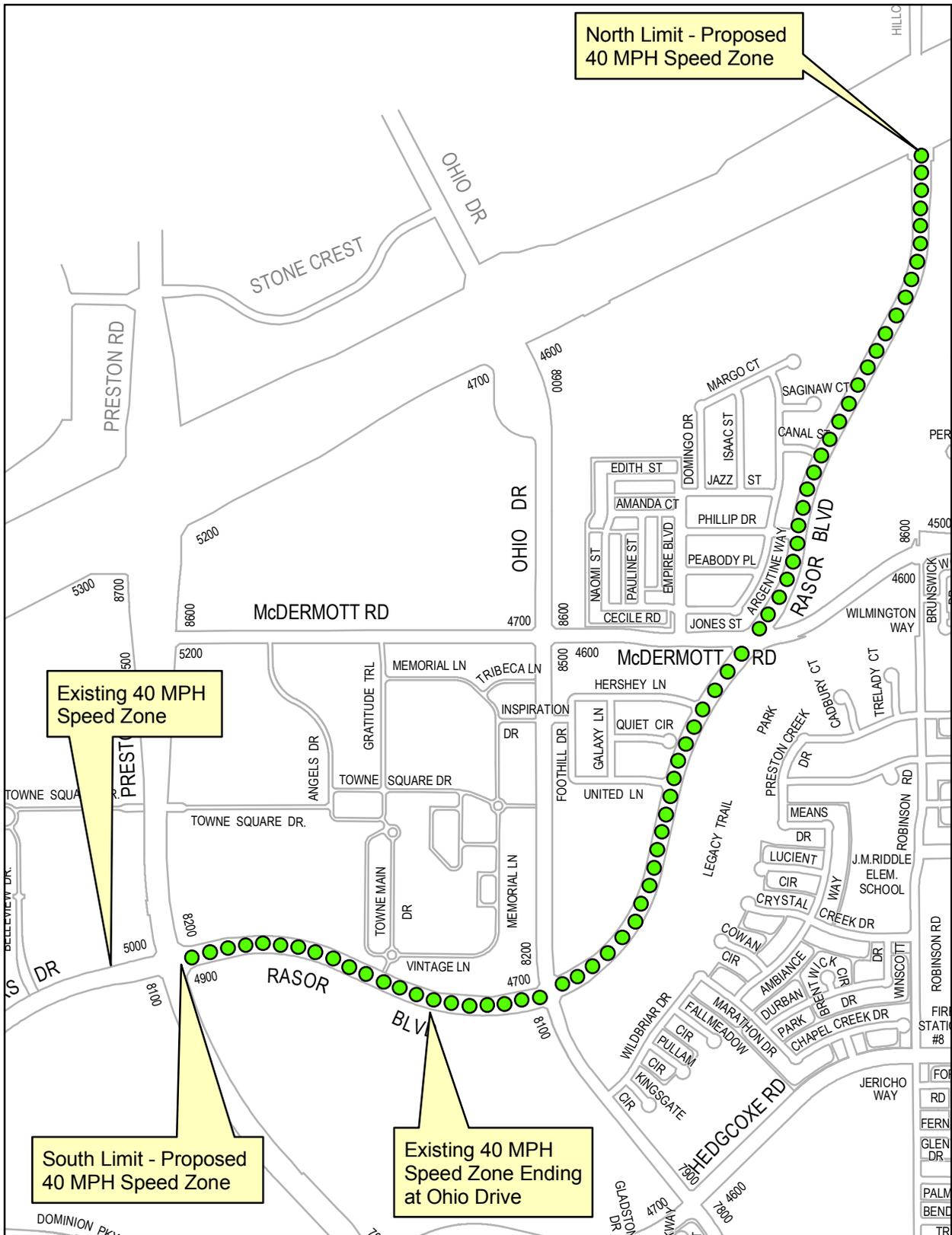
Diane C. Wetherbee, CITY ATTORNEY



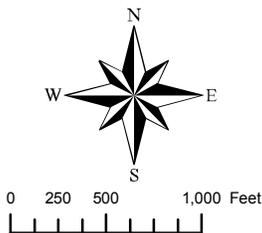
Hedcoxe Road
45 MPH Speed Zoning
Recommendation



Transportation Engineering Division



**Rasor Boulevard
40 MPH Speed Zoning
Recommendation**



Transportation Engineering Division



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/23/10			
Department:		Public Works & Engineering			
Department Head		Alan L. Upchurch			
Agenda Coordinator (include phone #): Irene Pegues (7198)					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, adding section 12-100.5 to Chapter 12 (Traffic Code), of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of a vehicle within ten (10) feet of a curbside residential mailbox between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday within the City limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10	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: Any revenue received via fines as a result of this Ordinance is undeterminable at this time. STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
<p>The Transportation Engineering Division (TED) has received a number of inquiries from residents requesting relief from persons parking in front of, or in close proximity to, their curbside mailbox. The United States Postal Service will not guarantee delivery of mail to mailboxes that are not accessible to the mail carrier. The Postal Operations Manual states that it is the responsibility of the resident to keep access to their mailbox clear. Discussion and coordination with the Police Department led to the development of this proposed ordinance. It provides the resident with a tool to mitigate the parking of vehicles, both motorized and non-motorized, that block access to their curbside mailbox. Enforcement of this ordinance by the Police Department is expected to be on an "as requested" basis when problems occur in neighborhoods. The TED has prepared an ordinance for City Council consideration and recommends approval of the ordinance.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
N/A			N/A		

An Ordinance of the City of Plano, Texas, adding section 12-100.5 to Chapter 12 (Traffic Code), of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of a vehicle within ten (10) feet of a curbside residential mailbox between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday within the City limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, the standing, or parking of vehicles of in front of, or in close proximity to, curbside residential mailboxes restricts the delivery of the United States mail; and

WHEREAS, there is no remedy available to the resident to prevent the standing or parking of vehicles in front of, or in close proximity, to their mailbox; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit the standing, or parking of vehicles within ten feet of curbside residential mailboxes within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. Section 12-100.5 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby enacted to read in its entirety as follows:

“Section 12-100.5. – Prohibited within ten feet of mailbox.

(a) It shall be unlawful for any person to park a vehicle on a public street from 8:00 a.m. to 5:00 p.m. Monday through Saturday within ten (10) feet of either side of a curbside adjacent to a residential mailbox used for the delivery of United States mail.

(b) Notwithstanding Section 12-100.5(a), nothing in this section shall prohibit a person from parking a vehicle to pick up or discharge a passenger or for the purpose of loading or unloading merchandise.

(c) It shall be an exception to this section that the vehicle was parked on a federally recognized holiday observed by the United States Postal Service for which mail is not officially delivered.

Section II. All provisions of the Code of 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 Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

DULY PASSED AND APPROVED this 23rd day of **August, 2010.**

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/23/10		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Lynne Jones - 7109				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, repealing Ordinances 88-1-8 and 2001-6-2 codified as section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano Texas and adopting a new section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano providing for references to the maximum penalties for specified conduct and to incorporate State requirements for establishing a culpable mental state in any prosecution filed under this Code; and providing a severability clause; a repealer clause, a savings clause; and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
<p>State law requires that the criminal intent be established when prosecuting an ordinance unless a city wishes to dispense with that requirement. By enacting this ordinance, no criminal intent will be required unless it is stated in the ordinance. Many of our ordinances require intent and those are unaffected by this ordinance. This will only affect ordinances where no specific intent is provided in the ordinance, but any fine imposed may not exceed \$500.00, which is the current maximum allowed by law.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, repealing Ordinances 88-1-8 and 2001-6-2 codified as section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano Texas and adopting a new section 1-4 General Penalty; continuing violations of Chapter 1, General Provisions of the Code of Ordinances of the City of Plano providing for references to the maximum penalties for specified conduct and to incorporate State requirements for establishing a culpable mental state in any prosecution filed under this Code; and providing a severability clause; a repealer clause, a savings clause; and an effective date.

WHEREAS, on January 11, 1988 the City Council of the City of Plano duly passed Ordinance No. 88-1-8 to establish maximum penalties for specified conduct and on June 4, 2001 the City Council of the City of Plano duly passed Ordinance No. 2001-6-2 amending Ordinance No. 88-1-8 codified as Chapter 1, General Provisions, of the Code of Ordinances of the City of Plano; and

WHEREAS, upon review of existing ordinances as well as state law governing the requirement of a culpable mental state, staff recommends to repeal and adopt a new section 1-4 of the Code of Ordinances to be consistent with state law; and

WHEREAS, the City Council of the City of Plano, Texas determines it is necessary to dispense with a culpable mental state and after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City of Plano and its citizens to adhere to state law.

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

Section I. Section 1-4 General Penalty; continuing violations of Chapter 1 General Provisions of the Code of Ordinances of the City of Plano is hereby repealed and a new section 1-4 is adopted to read as follows:

“Sec. 1-4. General penalty; continuing violations.

Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or a misdemeanor, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is unlawful, and no specific penalty is provided therefor, the violation of any such provision shall be punished by a maximum fine as follows:

- (a) Two thousand dollars (\$2,000.00) for violations of all such provisions that govern fire safety, zoning or public health and sanitation other than vegetation and litter violations; and
- (b) Five hundred dollars (\$500.00) for all other violations.

- (c) Unless specifically stated within the provision of this Code, any violation of this Code or any ordinance set forth herein that is punishable by a fine that does not exceed the amount authorized by section 12.23 of the Texas Penal Code does not require a culpable mental state and a culpable mental state is hereby expressly waived; however, any violation of this Code or any ordinance set forth herein that is punishable by a fine that exceeds the amount authorized by section 12.23 of the Texas Penal Code, as the same may be amended from time to time, shall require a culpable mental state of criminal negligence unless a higher culpable mental state has been provided by ordinance.

Each day a violation for this Code or any ordinance under either (a) or (b) above continues shall constitute a separate offense.”

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

Section III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

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

Section V. This ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of August, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/23/10		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Public Hearing and Consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2010-09 - Request to rezone 7.1± acres located on the east side of North Star Road, 710± feet south of Plano Parkway from Research/Technology Center to Planned Development Research/Technology Center. Applicant: The Assured Group				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
At its July 19, 2010 meeting, the Planning & Zoning Commission denied this request by a vote of 6-2. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Appeal from Applicant 2nd Vice Chair Report P&Z Follow-up Memo Staff Report Maps				

The Assured Group

Ms. Phyllis Jarrell
Director of Planning
City of Plano
1520 Avenue K
Plano, Texas 75074

RECEIVED
JUL 29 2010
PLANNING DEPT.

RE: Zoning request 2010-09, North Star Road for the Assured Group

Dear Ms. Jarrell,

Please accept this letter as our official request to appeal the decision of the Planning and Zoning Commission to the City Council regarding Zoning Case 2010-009 and the accompanying Preliminary Site Plan.

We believe that the proposed development was judged strictly on the requirements of the RT District and did not look at the case on its own merit. We believe that the project will promote the growth of new businesses, provide jobs for the community and stimulate the economic development of the area. We further believe that the project will fill the needs of a variety of businesses and individuals in the City of Plano.

I would appreciate if you could schedule the project for consideration by the City Council for further review.

Sincerely,



Don Valk

Plano Planning and Zoning Commission

Second Vice-Chair Report

Item No. 8A and B—July 19, 2010 Planning and Zoning Commission Meeting

On July 19, 2010, the Commission considered Zoning Case 2010 in which the applicant, The Assured Group, sought to rezone approximately 7.1 acres located on the east side of North Star Road, approximately 710 feet south of Plano Parkway from Research/Technology Center to Planned Development Research/Technology Center. The Applicant also submitted a proposed site plan for approval. The Applicant sought the rezoning to permit it to develop the property mini-warehouse/public storage and recreation vehicle parking lot as additional permitted uses as well as amending related development standards to accommodate the requested uses. The miniwarehouse/public storage and recreation vehicle parking lot uses are not allowed in the RT zoning district, either by right or with a specific use permit. Staff recommended denial based on the fact that the proposed uses were not consistent with the intent of the RT District to promote low density employment centers.

The Commission conducted a public hearing. At the conclusion of the public hearing the Commission noted that the Applicant's proposal to include incubator office space in the proposal was a positive aspect of the proposal. The majority of the Commission concluded; however, that they did not favor the piecemeal approach of chipping away at the RT District with uses that were not consistent with the RT District and supported the Staff's recommendation of denial. Several Commission members were also concerned that the proposed miniwarehouse/public storage and recreation vehicle parking lot uses were not consistent with the RT District's goals of promoting low density employment centers.

The Commission denied the application by a vote of 6-2.

Christopher J. Caso

Second Vice Chair

DATE: July 20, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 19, 2010

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2010-09
APPLICANT: THE ASSURED GROUP**

Request to rezone 7.1± acres located on the east side of North Star Road, 710± feet south of Plano Parkway from Research/Technology Center to Planned Development Research/Technology Center.

APPROVED: _____ **DENIED:** 6-2 **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for denial. The Commissioners who voted in opposition to the motion liked the requested uses and recognized the need for small business tenant spaces with storage. Additionally, the Commissioners liked that the recreation vehicle parking lot was shielded from view.

FOR CITY COUNCIL MEETING OF: August 9, 2010 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Don Valk
Walter Nelson, Walter Nelson and Associates

CITY OF PLANO
PLANNING AND ZONING COMMISSION

July 19, 2010

Agenda Item No. 8A

Public Hearing: Zoning Case 2010-09

Applicant: The Assured Group

DESCRIPTION:

Request to rezone 7.1± acres located on the east side of North Star Road, 710± feet south of Plano Parkway **from** Research/Technology Center **to** Planned Development Research/Technology Center.

REMARKS:

The applicant is requesting to rezone 7.1± acres located on the east side of North Star Road, 710± feet south of Plano Parkway **from** Research/Technology Center (RT) **to** Planned Development-Research/Technology Center (PD-RT). The RT district is intended to create a low density employment center consisting of office, research and development facilities, and limited assembly operations.

The requested zoning is for a PD which provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The applicant is proposing a PD district with RT as the base zoning district in order to allow mini-warehouse/public storage and recreation vehicle parking lot as additional permitted uses as well as amend related development standards to accommodate the requested uses. Currently, mini-warehouse/public storage and recreation vehicle parking lot uses are not allowed within the RT zoning district either by right or with a specific use permit (SUP).

In addition to the requested mini-warehouse/public storage and recreation vehicle parking lot uses, the applicant intends to have some office-showroom/warehouse space which is a permitted use with the current RT district. Additionally, there will be an office center and caretaker's residence affiliated with the development.

Surrounding Land Use and Zoning

Adjacent land uses and zoning districts include a public middle school that is zoned RT to the east and vacant RT zoned properties to the north, south and west (across North Star Road).

Proposed Planned Development Stipulations

The applicant is requesting PD-RT with the following proposed stipulations:

Allow mini-warehouse/public-storage as an additional permitted use by right, including the following:

1. Maximum size of individual, self-storage units shall be 750 square feet.
2. Office-showroom/warehouse individual tenant lease spaces shall be allowed as an additional permitted use subject to the following requirements:
 - a. Maximum size tenant lease space for the office-showroom/warehouse use shall be 1,400 square. feet.; and
 - b. The minimum 30% office-showroom use/maximum 70% warehouse use requirement of the RT district shall not apply.
3. Recreation vehicle parking lot shall be allowed as an accessory use only.

Conformance to the Comprehensive Plan

The Future Land Use Plan designates this area as “Research/Technology Center” (RT). While the requested base zoning district proposed is consistent with the Comprehensive Plan, the requested additional uses do not meet the intent of the RT district and plan recommendations.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property.

Traffic Impact Analysis (TIA) - A TIA is not required for this zoning request since the applicant is not proposing to amend densities currently allowed by the existing zoning.

ISSUES:

Requested Uses

The applicant is proposing a PD district to allow mini-warehouse/public storage and recreation vehicle parking lot as additional permitted uses. The applicant proposes to limit the recreation vehicle parking lot as an accessory use. Mini-warehouse/public storage and recreation vehicle parking lot are currently prohibited in the RT zoning

district. The proposed uses are not consistent with the district's intent which is to create a low density employment center consisting of office, research and development facilities, and limited assembly operations. Additionally, the RT district currently prohibits onsite storage of delivery vehicles, including trailers, and open storage of material and equipment.

Mini-warehouse/public storage with recreation vehicle parking lot are uses that are not generally appropriate in an area that is intended to have research and development facilities, offices, limited assembly operations, and no storage of vehicles or other materials. If the proposed uses were suitable for the area, the uses would have been included when the RT district was created. Staff believes the proposed uses are not the best and appropriate land uses for this subject property and surrounding area. In addition, creating a PD for two additional uses is not something that staff believes is best for a property that is surrounded by RT zoned properties that prohibits the uses. Overall, staff believes that it is not appropriate to rezone this property to a PD to accommodate uses that are not aligned with the intent of the RT zoning district.

Development Standards

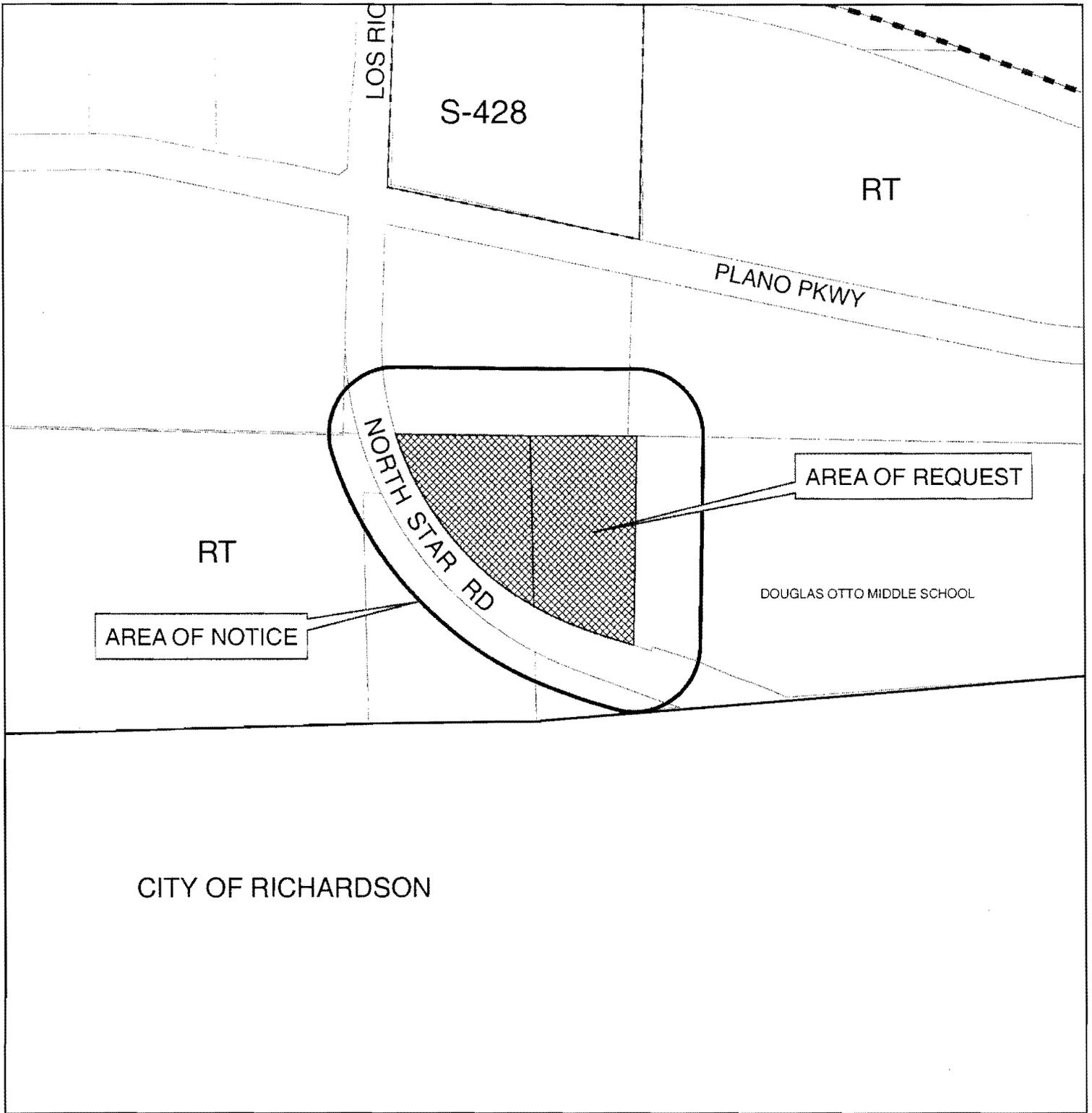
Currently per the city's Zoning Ordinance, the definition of mini-warehouse/public storage limits storage units to 500 square feet. Therefore, the applicant is proposing a maximum 750 square foot unit size to accommodate a larger storage area for enclosed recreation vehicle storage and maximum 1,400 square feet for office-showroom/warehouse spaces for small office tenants with storage area needs. In addition, the RT district currently limits office-showroom/warehouse uses to minimum 30% office-showroom with maximum 70% warehouse; therefore, the applicant is proposing to remove this limitation to allow flexibility for the office-showroom/warehouse tenants.

Summary

The applicant is requesting to rezone the subject property from RT to PD-RT to allow mini-warehouse/public storage and recreation vehicle parking lot as additional permitted uses, as well as amend related development standards to accommodate the requested uses. While the base zoning district of this request is consistent with the Comprehensive Plan land use recommendation, the additional requested uses are not consistent with the intent of the RT district to promote a low density employment center consisting of office, research and development facilities, and limited assembly operations. Additionally, the RT district prohibits open storage and the storage of delivery vehicles, including trailers. The requested uses are not the best and appropriate uses for the subject property. Therefore, staff recommends denial of the proposed request.

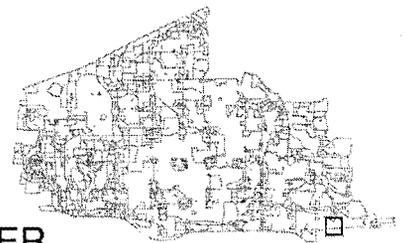
RECOMMENDATIONS:

Recommended for denial.



Zoning Case #: 2010-09

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/23/10		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell x7194				
CAPTION				
Public Hearing on the FY 2010-11 City Manager's Recommended Budget and the FY 2010-11 Proposed 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: 2010-11	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): ALL				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/23/10		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell x7194				
CAPTION				
Discussion of the FY 2010-11 City Manager's Recommended Budget and the FY 2010-11 Proposed 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: 2010-11	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): ALL				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Continued discussion on the FY 2010-11 City Manager's Recommended Budget and FY 2010-11 Community Investment Program (CIP).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	