

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., SEPTEMBER 12, 2005 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

- | | | | |
|-----|---|-----------|---------|
| I. | Legal Advice | Wetherbee | 10 min |
| A. | Respond to questions and receive legal advice on agenda items | | |
| B. | Proposed Transfer of a Cable Franchise From Comcast to Time Warner | | |
| II. | Personnel Appointments | Council | 20 min. |
| A. | <u>Reappointment</u>
Collin County Appraisal District Board | | |
| B. | <u>Appointments</u>
Board of Adjustment
Building Standards Commission
Planning and Zoning Commission | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|------------|---------|
| I. | Consideration and action resulting from executive session discussion: Personnel Appointments
Collin County Appraisal District Board, Board of Adjustments, Building Standards Commission
Planning and Zoning Commission | Council | 5 min. |
| II. | Community Relations Committee Allocation
Recommendation and Direction | Stephenson | 5 min. |
| III. | Update on Supplemental Pay for Employees
Called to Active Military Duty | Ross | 10 min. |
| IV. | Discussion and Direction re Willowbend Drive
south of Windhaven | Upchurch | 10 min. |

V.	Discussion and Direction re City's Aggregation Power Project (CAPP) Report re Additional Electric Cost Savings	Israelson/ Gay	20 min.
VI.	Voting Delegate and Alternate – National League of Cities	Council	5 min.
VII.	Discussion and Direction re City Ordinance 12-114c.2.b. (Parking in Restricted Areas and Times)	Callison/ Lambert	10 min.
VIII.	Personnel Appointments Animal Shelter Advisory Committee Community Relations Commission Cultural Affairs Commission Downtown Taskforce Heritage Commission International Relations Advisory Comm. Keep Plano Beautiful Commission Library Advisory Board Parks and Recreation Planning Board Plano Housing Authority Plano Transition & Revitalization Public Arts Committee Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board TIF Zone No. 2 Board Technology Commission Transportation Advisory Committee	Council	20 min.
IX.	Council items for discussion/action on future agendas	Council	2 min.
X.	Consent and Regular Agenda	Council	3 min.
XI.	Council Reports A. Council May Receive Information, discuss and provide direction on the following reports: B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees	Council	2 min.

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

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



I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 1520 Avenue K Plano, Texas on the 8 day of Sept 2005, at 5:00 o'clock PM

Asst. Diane Tucker
City Secretary



CITY COUNCIL

1520 AVENUE K

DATE: September 12, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 1722

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Proclamation: National Food Safety Awareness Month – September, 2005</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p> <p><u>BOARD/COMMISSION REPORTS</u></p> <p>Keep Plano Beautiful Commission – Ed Nalley, Chair Plano Transition and Revitalization Commission – Larry May, Chair</p> <p>CONSENT AGENDA</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u> August 18, 2005 August 22, 2005 August 29, 2005 August 31, 2005</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) To approve Bid No. CSP C147-05 Animal Services Software System to HLP, Inc. in the amount of \$37,140.</p> <p>(c) To approve Bid No. 2005-236-B for Heavy Duty Equipment Trailers to Big Tex Trailer in the amount of \$34,283.</p> <p>(d) To approve Bid No. 2005-242-B for 11,000 GVWR Extended Cab and Chassis with Utility Body in the amount of \$25,362.</p> <p>(e) To approve Bid No. 2005-230-B for Cab and Chassis with Bodies to Westway Ford and Baby Jack II Automotive LTD (Columbus Country Ford) in the amount of \$313,613.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(f) To authorize the purchase of one (1) Rear Loader Packer Body in the amount of \$49,639 from Heil of Texas, through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (RC08-04).</p> <p>(g) To authorize the purchase of four (4) Crane Carrier Cab and Chassis in the amount of \$426,840 from Bond Equipment Company, Inc., through the Texas Association of School Buyboard Purchasing Program and four (4) Heil 16 YD Rapid Rail Bodies in the amount of \$317,903 from Heil of Texas through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (208-04; RC08-04)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(h) To approve the terms and conditions of a professional services contract between the City of Plano and Family Services of Plano wherein Family Services of Plano will provide services to the Police Department to combat juvenile delinquency and authorizing execution of such agreement by the City Manager and providing an effective date.</p> <p>(i) To approve the terms and conditions of a funding agreement between the City of Plano and Plano Sister Cities, Inc. wherein Plano Sister Cities, Inc. will promote and establish friendly relations and mutual understanding between people of the City of Plano and communities of friendly nations outside the United States of America, authorizing execution of such agreement by the City Manager, and providing an effective date.</p> <p>(j) To approve the terms and conditions of an engineering services contract by and between the City and Jones & Carter, Inc. in the amount of \$62,113 for Intersection Improvements – Spring Creek Parkway at K Avenue and authorizing the City Manager to execute all necessary documents.</p> <p>Change Order: (Change to current City of Plano contract allowable under State law)</p> <p>(k) To GSWW, Inc., increasing the professional services contract by \$7,000 for Briarcreek Sanitary Sewer Capacity, Phase II, Contract Modification No. 2.</p> <p>(l) To Phillips Swager Associates, increasing the professional architectural services contract by \$14,000 for the W.O. Haggard Library Expansion, Contract Modification #3</p> <p>Miscellaneous Purchase Authorization:</p> <p>(m) To approve and authorize reimbursement to Beazer Homes Texas, L.P. for oversize participation for paving improvements associated with construction of McDermott Road and Preston Meadow in the amount of \$54,257.</p> <p>(n) To approve and authorize reimbursement to The Village at Prestonwood, L.P. for oversize participation for paving improvements in Marsh Lane associated with construction of the Village at Prestonwood Addition, in the amount of \$131,527.</p> <p>(o) To cancel a previous award and recommend award to next lowest responsive, responsible bid for an annual fixed price contract for AR-15 Semi-Automatic .223 Caliber Carbine Weapon Systems to be utilized by the Police Department (2005-216-C). The estimated annual amount is \$42,100. This will establish an annual fixed price contract with two City optional one-year renewals.</p> <p><u>Adoption of Resolutions</u></p> <p>(p) To ratify the terms and conditions of a contract modification by and between Huitt-Zollars, Inc. and the City of Plano in the amount of \$5,000 for additional Railroad Quiet Zone Improvements at Park Vista Road; approving its execution by the City Manager and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To ratify and approve the terms and conditions of an agreement by and between Nedderman & Associates and the City of Plano in the amount of \$561,000 for the construction of the Rowlinson Natatorium Gluelam Beam Restoration Project in accordance with the plans and specifications as prepared by the City’s architects and engineers; approving its execution by the City Manager; and providing an effective date.	
(r)	To ratify the terms and conditions of an agreement by and between the Conley Group, Inc. and the City of Plano in the amount of \$35,100 for the preparation of construction plans, specifications, and other related architectural services related to the failed gluelam beams and repair of the roof structure at the Rowlinson Natatorium; approving its execution by the City Manager; and providing an effective date.	
(s)	To designate the Director of Environmental Health as the Local Rabies Control Authority in accordance with Section 826.017 of the Texas Health and Safety Code; and providing an effective date.	
(t)	To repeal Resolution No. 2004-9-2(R) and designate a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain fees; and providing an effective date.	
(u)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas and Legacy-Hammonds Materials, L.P., a Texas Limited Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and county; authorizing its execution by the City Manager; and providing an effective date.	
(v)	<p><u>Adoption of Ordinances</u></p> <p>To amend Section 12-101 (Prohibited On Certain Streets At All Times) of Article V (Stopping, Standing, and Parking), of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles along both sides of Country Place Drive between Custer Road and a point two-hundred (200) feet east of Custer Road within the City limits of the City of Plano; declaring it unlawful and a Class C misdemeanor to stop, stand, or park motor vehicles in said sections of Country Place Drive within the limits herein defined; 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>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	An Ordinance to approve and adopt the budget and setting the appropriations for the fiscal year beginning October 1, 2005, and terminating September 30, 2006; and providing an effective date.	
(2)	An Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2005-2006; and providing an effective date.	
(3)	An Ordinance to approve and adopt the tax rate for the fiscal year beginning October 1, 2005, and terminating September 30, 2006, and providing an effective date.	
(4)	Public Hearing and consideration of an ordinance to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 89 for a tax abatement consisting of a 2.0493 acre tract of land located at the northeast corner of 10 th Street and Placid Avenue in the City of Plano; establishing the boundaries of such zone, ordaining other matters relating thereto and providing an effective date.	
(5)	A resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Loyd Real Properties, LLC, a Texas Limited Liability Company, and Nationwide Rigging & Crating, Inc., a Texas Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date.	
(6)	Public Hearing and consideration of Zoning Case 2005-29 – A request to rezone 18.8± acres located at the northwest corner of Windhaven Parkway and Red Wolf Lane in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6. Applicant: Crow-Billingsley Windhaven, Ltd.	
(7)	<p>A resolution nominating a candidate for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Ken Lambert
Mayor Pro Tem

Scott Johnson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Sally Magnuson
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

September 7, 2005

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening in Executive Session with legal advice and personnel appointments.

The Preliminary Open Meeting consists of personnel appointments from the Executive Session, a report from the Community Relations Committee regarding allocation recommendations, and an update on supplemental pay for employees called to active military duty. There will also be discussion and direction regarding Willowbend Drive south of Windhaven, and the City's Aggregation Power Project (CAPP) Report regarding additional electric cost savings.

The voting delegate and alternate for the National League of Cities are on your agenda as well as the City ordinance regarding parking in restricted areas and times. You also have personnel appointments to consider.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

2006 ALLOCATION OF VOTES
BOARD OF DIRECTORS

DISTRICT	TAX LEVY	% OF LEVY	# OF VOTES
ALLEN CITY	\$26,796,828	2.095%	105
ALLEN ISD	\$85,076,002	6.652%	333
ANNA CITY	\$680,768	0.053%	3
ANNA ISD	\$4,469,041	0.349%	17
BLUE RIDGE CITY	\$128,811	0.010%	1
BLUE RIDGE ISD	\$1,615,165	0.126%	6
CELINA CITY	\$1,374,006	0.107%	5
CELINA ISD	\$6,917,518	0.541%	27
COLLIN COUNTY	\$130,687,584	10.218%	511
COMMUNITY ISD	\$4,313,637	0.337%	17
FAIRVIEW CITY	\$1,593,257	0.125%	6
FARMERSVILLE CITY	\$617,961	0.048%	2
FARMERSVILLE ISD	\$3,670,823	0.287%	14
FRISCO CITY	\$31,719,704	2.480%	124
FRISCO ISD	\$132,828,443	10.385%	519
JOSEPHINE CITY	\$77,229	0.006%	0
LAVON CITY	\$234,950	0.018%	1
LOVEJOY ISD	\$15,836,478	1.238%	62
LOWERY CROSSING CITY	\$185,739	0.015%	1
LUCAS CITY	\$1,252,045	0.098%	5
MCKINNEY CITY	\$37,046,034	2.896%	145
MCKINNEY ISD	\$119,086,929	9.311%	466
MELISSA CITY	\$738,050	0.058%	3
MELISSA ISD	\$4,384,560	0.343%	17
MURPHY CITY	\$3,649,295	0.285%	14
NEVADA CITY	\$35,038	0.003%	0
NEW HOPE CITY	\$65,990	0.005%	0
PARKER CITY	\$948,902	0.074%	4
PLANO CITY	\$96,644,247	7.556%	378
PLANO ISD	\$488,399,264	38.185%	1909
PRINCETON CITY	\$910,570	0.071%	4
PRINCETON ISD	\$5,779,435	0.452%	23
PROSPER CITY	\$1,499,543	0.117%	6
PROSPER ISD	\$12,120,808	0.948%	47
RICHARDSON CITY	\$13,238,737	1.035%	52
SACHSE CITY	\$1,272,132	0.099%	5
ST. PAUL CITY	\$205,674	0.016%	1
WESTON CITY	\$63,845	0.005%	0
WESTMINSTER CITY	\$24,104	0.002%	0
WYLIE CITY	\$9,697,453	0.758%	38
WYLIE ISD	\$33,147,102	2.592%	130
TOTALS	\$1,279,033,701	100.000%	5000

Ex IIa



September 1, 2005

Honorable Mayor and City Council
Plano, TX 75074

Subject: Community Services Recommendations

Dear Council Members:

At its meeting of August 31, 2005, the Community Relations Commission held a public meeting to consider revised requests for Community Services funding, in response to the increase in funding that was proposed at the City Council budget hearings. The Commission made the following recommendations for your consideration:

	<u>Requested</u>	<u>Recommended</u>
The Turning Point	\$26,000	\$26,000
AIDS Services of North Texas	\$25,000	\$28,288
Legal Aid of NorthWest Texas	\$30,000	\$ 8,203
Big Brothers Big Sisters	\$20,000	\$11,500
Practical Parent Education	\$14,000	\$13,860
Forrest Outreach Foundation	\$30,000	\$ 5,000
Journey of Hope	\$15,000	\$10,500
Journey Home	\$29,880	\$30,000
God's Food Pantry	\$25,000	\$25,000
Plano International Preschool	\$10,700	\$10,350
Dental Health Programs	\$15,000	\$11,750
Plano Children's Medical Clinic	\$30,000	\$38,288
Family Services of Plano	\$ 3,900	\$ 4,000
Samaritan Inn	\$30,000	\$48,288
Housing Crisis Center	\$10,000	\$ 7,000
Hope's Door	\$30,000	\$30,000
Plano Community Charity	\$30,000	\$24,000
Assistance Center of Collin County	\$31,250	\$43,288
CASA of Collin County	\$15,275	\$10,693
Collin County Children's Advocacy Center	\$13,000	\$15,066
Collin Intervention to Youth	\$26,460	\$26,250
Collin County Committee on Aging	\$22,032	\$22,032
Geriatric Wellness Center	\$14,547	\$13,820
Assistance League of Greater Collin County	\$31,000	\$22,500
Boys and Girls Clubs of Collin County	\$20,820	<u>\$13,000</u>
Total Available Funds		\$498,676
Susan G. Komen Race for the Cure (in-kind services)	\$5,000	\$ 5,850

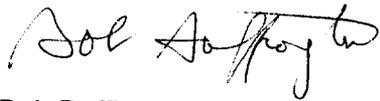
The Commission recommended funding for the Assistance Center of Collin County, the Samaritan Inn, and the Children's Medical Clinic which substantially

- Pat Evans
Mayor
- Ken Lambert
Mayor Pro Tem
- Scott Johnson
Deputy Mayor Pro Tem
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Place 1
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Place 5
- Jean Callison
Place 7
- Thomas H. Muehlenbeck
City Manager

exceeded their original request because of the likelihood that these agencies will be impacted by refugees from Louisiana and Mississippi.

They also recommended that the in-kind services amount for the Komen Foundation be increased to \$5,850. This was the amount that the Race for the Cure actually cost in City services in 2005. The in-kind services amount does not come from the Community Services Grant, but is funded separately.

Yours truly,

A handwritten signature in cursive script, appearing to read "Bob Buffington".

Bob Buffington
Neighborhood Services Manager

Handwritten initials in cursive script, appearing to read "POM/ILC".

Memorandum

To: City Manager and City Councilmembers
From: LaShon Ross, Director of Human Resources
Date: 9/8/2005
Re: Update on Military Leave Benefits

The "Uniformed Services Employment and Reemployment Rights Act" (USERRA) mandates that employees who are called to active military duty shall maintain their civilian positions for up to five (5) years when called upon by the Federal Government. Within ninety (90) days of the individual's discharge from military duty, he/she has a right to be returned to the civilian position held prior to leaving for military duty (or one similar in pay and status).

In 2001, the City of Plano made a decision to provide twelve (12) months of supplemental income to its employees who were called to active military duty, if the military rate-of-pay exceeds the City's rate-of-pay. The City's supplemental pay is based upon the gross military pay, which includes stipends and other allowances. At the end of the initial twelve (12) month period, employees may utilize available vacation leave balances if he/she is not discharged from military duty.

In 2002, the City Council granted the City's request to extend the supplemental pay provisions from twelve (12) to twenty-four (24) months. This request was made in response to the increasing probability that employees called to active duty may be required to remain for more than one (1) year. To date, City records indicate the following active military duty activity:



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Employees - Military Leave Since 09-11-01

Sup Pay		Name	ACTN DATE	Return Date	Dept
		Carpenter, John	10/15/01	10-21-02 (resigned)	PSC
		Dail, Edward R	02/04/03	09/08/03	Fire Marshal
*	✓	Dickerson, Tony Lyn	07/29/02	07/28/03	Police
			10/24/04	still active	
		Drain, Eddie	04/19/04	04/18/05	Police
		Frasier, Michael Sean	10/01/01	09/09/02	Police
	✓	Garcia Jr., Alfredo	08/13/04	still active	Police
		Harris, Russel G	03/15/04	10/19/04	Police
		Hay, Jonathan	05/06/04	03/30/05	Police
	✓	Healey, Stephen	09/18/01	04/22/02	Engineering
			03/11/05	still active	
		Johnson, Mose	07/29/02	12/09/03	Solid Waste Collections
		McDonald, Torrance E	03/15/03	06/07/04	Solid Waste Collections
		Milton, James	12/01/03	05/02/05	Solid Waste Collections
	✓	Pierce, Steven H	02/03/03	01/26/04	Utility District #2 East Dist
			03/07/05	still active	
		Wood, Bryan S	10/01/01	06/03/03	Police
	✓	Indicates still on military leave			

In 2003, legislation passed which mandated that municipalities continue to offer health, dental and life insurance to fire/police personnel called to active duty. They also have the ability to establish and access military leave accounts funded through police/fire contributions of available leave balances. These accounts are to be used to provide salary continuation for qualified police/fire personnel. Since introduction (by the City of Plano) in June, 2004, a total of 128 hours have been contributed to the military leave account, and there have been no requests for hours from the account. A reminder of the availability and purpose of this account will be provided to employees within the next sixty (60) days.

Since September of 2001, fourteen (14) City employees have reported for active military duty. Of the four (4) employees currently serving active military duty, only one (1) is receiving supplemental pay, due to his military rate-of-pay exceeding his City rate-of-pay. As a result of providing supplemental pay, the City has also continued to pay retirement, group insurance premiums, and taxes on behalf of these employees. The itemized costs are \$93,618 for

Tom III

supplemental pay; \$17,845 for retirement, \$50,774 for health/dental benefits, \$2,528 for RSP, and \$1,357 for medicare. Consequently, to date, the total cost to the City for providing this benefit to employees on active military duty is \$166,122. The following chart indicates active military duty provisions throughout the metroplex:

City	Supplemental Income
Addison	1 year
Allen	1 year
Carrollton	1 year
Frisco	1 year
Garland	No maximum period
Grand Prairie	180 days for people called by President's followup to terrorist attacks
Irving	1 year
Little Elm	120 hours
McKinney	1 year
Murphy	120 hours
Rockwall	90 days
Rowlett	As of 8/05 extended from 120 hours to 2 years
Waco	8/04 – 9/05

The City is currently providing supplemental pay for twenty-four (24) months. At the end of twenty-four (24) months of leave, the employee will either utilize available vacation, holiday, and/or compensatory leave balances; request leave from the military leave account; or be placed on leave-without-pay; however, access to medical, dental and life insurance benefits will continue until the affected employee requests it be changed or discontinued. While the City Council has generously provided this benefit, the City believes it is in the best

PO Miller³

interest of employees affected by this provision that they be allowed further flexibility. Since there has been no determination regarding the amount of time American military intervention will be needed in Iraq or in other locations that may arise, we are requesting that the City Council allow for supplemental pay of up to five (5) years for full-time City of Plano employees who are called to active military duty as deemed necessary to carry out an order by the President of the United States. This provision is applicable only in response to an "order" to report to active military duty and will not be enforced when military participation is on a voluntary basis.

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August 31, 2005

Sent on 8/29/05

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Barbara Newell

From: Tom Muehlenbeck
Sent: Friday, August 26, 2005 3:59 PM
To: Barbara Newell
Subject: FW: Willow Bend Drive south of Windhaven

-----Original Message-----

From: Tom Muehlenbeck
Sent: Friday, August 26, 2005 3:59 PM
To: Jean Callison; Shep Stahel; Harry LaRosiliere; Ken Lambert; Loretta Ellerbe; Mayor Pat Evans; Sally Magnuson; Scott Johnson
Subject: FW: Willow Bend Drive south of Windhaven

Item for the September 12, 2005 Council agenda.
Tom

-----Original Message-----

From: Alan Upchurch
Sent: Friday, August 26, 2005 3:53 PM
To: Tom Muehlenbeck; Frank Turner
Cc: Alan Upchurch; Gerald Cosgrove
Subject: Willow Bend Drive south of Windhaven

As a part of the construction of the east two lanes of Willow Bend Drive south of Windhaven Drive, staff included our typical plan to install street lights. As this was a short section only six light were planned. We did not propose to install lighting on the section of Willow Bend that was already constructed. In late March TU Electric began to install the light poles. Immediately, staff began to receive numerous calls from the adjacent homeowners that the lights were too tall and would be provide too much lighting that would encroach into their homes. The homeowners requested that we install other lighting that would be less invasive and preferred the antique lights like they have in their neighborhoods. We did not activate the lights pending our evaluation of their request. We requested information for TU on the cost to change out the lights and provide the information to the homeowners. The cost for replacing the six existing lights with antique lights was an additional \$19,000 and \$9,800 for residential cobra had lights. We also proposed installing shields in the lights to reflect the lighting away from the homes. We provided this information to the homeowners in early May and indicated they would be responsible for any additional cost to change out the lights. Staff did not support a change out because those lights would diminish the lighting on the roadway and sidewalk areas.

The HOA had some personnel changes and we resent the change out information to Ron Peralta on July 15. The homeowners met with Jerry Cosgrove the week of July 19 and requested the removal of the existing light poles on Willow Bend and to install environmentally friendly "cutoff " lighting in the future on Windhaven. Staff continued to review the homeowners request and recommended that the existing lighting remain and be turned on. The homeowners were notified of our recommendation on August 19. This included rotating the lights such that all fixtures extended to the east side, further away from the homes. The homeowners disagree with staff's recommendation and are requesting to appear before the city council. It is my understanding this may occur at the September 12 meeting.

Staff has asked TU to provide additional information on options for thoroughfare lighting and illumination patterns. They have indicated that this type of lighting is very common on divided thoroughfares.

We currently have several projects for which we are planning to install street lighting on similar four lane divided thoroughfares. Those include Parkwood Boulevard, south of Park Boulevard; Ventura Drive, from Park to Preston; and Chapel Hill, form DNT to Parkwood. If council decides to provide different lighting on Willow Bend Drive, staff would request direction on other four lane divided thoroughfares. There are other roadways that will eventually have lighting, such as Ohio Drive and Preston Meadow.

8/26/2005

POM/va

Preliminary Open Meeting Item V.

City's Aggregation Power Project
(CAPP) Report re Additional Electric
Cost Savings – Israelson/Gay

Pomva

To strengthen
and promote
cities as centers
of opportunity,
leadership, and
governance.



**National League
of Cities**

1301 Pennsylvania Ave., N.W.
Washington, DC 20004-1763

202-626-3000

Fax: 202-626-3043

www.nlc.org

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Donald J. Borut

RECEIVED

AUG 24 2005

CITY SECRETARY'S OFFICE

August 18, 2005

MEMORANDUM

TO: City Clerks of Direct Member Cities

FROM: Donald J. Borut, Executive Director

SUBJECT: Congress of Cities Voting and Alternate Voting Delegates

The National League of Cities' **Annual Business Meeting** will be held on Saturday, December 10, 2005, at the Congress of Cities in Charlotte, North Carolina. As a direct member city, your elected officials are entitled to vote at the Annual Business Meeting. Based on the population of the city, each member city casts between one to twenty votes. The number of votes each city is allowed can be found on the table on the reverse side of this memorandum.

To be eligible to cast a city's vote(s), each voting delegate and alternate must be officially designated by the city using the attached credentials form. This form will be forwarded to NLC's Credentials Committee. **NLC Bylaws expressly prohibit voting by proxy.** The voting delegate must pick up his/her voting credentials **BEFORE** the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote(s).

Your city elected officials should be made aware of this request so that decisions can be made on who will be the voting delegate and alternate at NLC's Annual Business Meeting. Before the Congress of Cities, please consult the NLC website at www.nlc.org for information summarizing the proposed *National Municipal Policy* amendments and resolutions that are to be voted on at the Annual Business Meeting. This information should be shared with your voting delegates.

We ask that you return the completed form to NLC on or before **Thursday, October 13, 2005**. Please follow the instructions on the card for filling out the form and make a copy for your own files. A pre-addressed envelope is attached for your convenience. If you have any questions or concerns, contact Katherine Bates at bates@nlc.org or (202) 626-3176.

Past Presidents: Karen Anderson, Mayor, Minnetonka, Minnesota • Clarence E. Anthony, Mayor, South Bay, Florida • John DeStefano, Jr., Mayor, New Haven, Connecticut • William H. Hudnut, III, Mayor, Town of Chevy Chase, Maryland • Sharpe James, Mayor, Newark, New Jersey • Brian J. O'Neill, Councilman, Philadelphia, Pennsylvania • *Directors:* Lorraine Anderson, Councilmember, Arvada, Colorado • Tommy Baker, Alderman, Osceola, Arkansas • Vickie Barnett, Mayor, Farmington, Michigan • Phil Bazemore, Mayor Pro Tem, Monroe, North Carolina • Daniel Beardsley, Jr., Executive Director, Rhode Island League of Cities and Towns • Thomas Bredeweg, Executive Director, Iowa League of Cities • Kenneth Bueche, Executive Director, Colorado Municipal League • Rosemounda Butler, Council Member, West Columbia, South Carolina • Nora Campos, Councilmember, San Jose, California • Roosevelt Coats, Councilman, Cleveland, Ohio • Jim Condos, Council Chair, South Burlington, Vermont • Lisa Dooley, Executive Director, West Virginia Municipal League • Clay Ford, Jr., Mayor Pro Tem, Gulf Breeze, Florida • Eddy Ford, Mayor, Farragut, Tennessee • Danny George, Executive Director, Oklahoma Municipal League, Inc. • Matthew Greller, Executive Director, Indiana Association of Cities and Towns • Ken Harward, Executive Director, Association of Idaho Cities • Lester Haitke, Mayor, Willmar, Minnesota • Jim Higdon, Executive Director, Georgia Municipal Association • Ruth Hopkins, Councilmember, Prairie Village, Kansas • Ted Jennings, Mayor, Brewton, Alabama • Ronald Loveridge, Mayor, Riverside, California • Joseph Maestas, Councilor, Española, New Mexico • Michael McGlynn, Mayor, Medford, Massachusetts • James Mitchell, Jr., Council Member, Charlotte, North Carolina • Joe Moore, Alderman, Chicago, Illinois • Ed Oakley, Councilmember, Dallas, Texas • Margaret Peterson, Councilmember At Large, West Valley City, Utah • Dotie Reeder, Mayor, Seminole, Florida • Terry Riley, Council Member, Kansas City, Missouri • John Russo, City Attorney, Oakland, California • Ron Schmitt, Council Member, Sparks, Nevada • Doug Scott, Mayor, Rockford, Illinois • Liberate Silva, Vice Mayor, Flagstaff, Arizona • Shep Stahel, Mayor Pro Tem, Plano, Texas • Charleta Tavares, Council Member, Columbus, Ohio • Ted Tedesco, Mayor, Ames, Iowa • Dick Traini, Assembly Chairman, Anchorage, Alaska • Jacques Winginton, Councilmember, Lexington, Kentucky • Evelyn Woodson, Councilor, Columbus, Georgia

Tom V...

NATIONAL LEAGUE OF CITIES

2005 CONGRESS OF CITIES CHARLOTTE, NORTH CAROLINA

Number of Votes – Annual Business Meeting Direct Member Cities

Article IV, Section 2 of NLC's Bylaws specifies the number of votes that each direct member city of the National League of Cities is entitled to cast at the Annual Business Meeting at the Congress of Cities. All member cities are required by the Bylaws to cast unanimous votes

CITY POPULATION (per 2000 Census)	NUMBER OF VOTES
Under 50,000	1 vote
50,000 – 99,999	2 votes
100,000 – 199,999	4 votes
200,000 – 299,999	6 votes
300,000 – 399,999	8 votes
400,000 – 499,999	10 votes
500,000 – 599,999	12 votes
600,000 – 699,999	14 votes
700,000 – 799,999	16 votes
800,000 – 899,999	18 votes
900,000 and above	20 votes

Tom Vich

to the vehicle extends more than ninety-five (95) inches into the roadway as measured from the face of the curb adjacent to said vehicle. This subsection shall not prevent the parking or standing of the above-described vehicles and/or trailers upon any public street, highway or alley in any such zoned area, for the purpose of expeditiously loading and unloading passengers, freight or merchandise, but not otherwise.

(2) *Other districts.*

a. It shall be unlawful for any person to park or stand or to allow any truck with a rated capacity in excess of three-quarters of a ton according to the manufacturer's rated classification or any motor home, bus, trailer, semitrailer, pole trailer, truck tractor, house trailer, special mobile equipment, farm tractor or implement of husbandry to park or stand upon any public street, highway, alley or any public right-of-way between any street and alley, within any part of the city classified as any district other than one set out in subsection (c)(1) of this section, at any time from 8:00 p.m. until 7:00 a.m. In addition, such vehicles shall not be allowed to park or stand upon any public street, highway, alley, or any public right-of-way between any street or alley within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence at any time unless in the process of loading or unloading passengers, freight or merchandise.

b.

It shall be unlawful for any person to park or stand or to allow any vehicle described in paragraph a, above to park or stand at any time from 8:00 p.m. until 7:00 a.m. on parking lots or other private property in any zoning district except Light Industrial-1 and Light Industrial-2. In addition, such vehicles shall not be allowed to park or stand within five hundred

(500) feet of a lot containing a single-family, two-family or multi-family residence at any time from 8:00 p.m. until 7:00 a.m. on parking lots or other private property in any zoning district. Parking is limited to one (1) continuous hour in duration when allowed, even if the vehicle is moved up to five hundred (500) feet from its original location, except in Light Industrial-1 and Light Industrial-2 zoning districts where vehicles may be parked longer unless within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence. Vehicles in the process of loading or unloading passengers, freight or merchandise in a designated loading area, and delivery and other vehicles used by tenants or occupants of the property are exempt from these regulations, as are vehicles operated by registered guests on a property providing commercial overnight lodging. Parked vehicles shall not have engines running unless they are in the process of loading or unloading, or are parked in Light-Industrial-1 and Light-Industrial-2 zoning districts and not within five hundred (500) feet of a lot containing a single-family, two-family or multi-family residence.

(Ord. No. 64-6-2, § 3, 6-29-64; Ord. No. 79-7-10, §§ 1-3, 7-23-79; Ord. No. 79-8-29, § 1, 8-27-79; Ord. No. 99-9-36, § I, 9-27-99; Ord. No. 99-11-9, § I, 11-8-99; Ord. No. 2004-7-9, § I, 7-26-04)

Cross reference—Zoning, App. A.

Sec. 12-115. Parking of certain equipment in certain zoning districts.

(a) It shall be unlawful for an owner, occupant or person in charge of property zoned as a single-family dwelling district, two-family dwelling district, or multifamily dwelling district to permit the parking, standing or storing of house trailers, mobile homes, motor vehicles, trucks, truck trailers, passenger motor vehicles, motor homes, camper cabins, motorcycles, trailers, boats, farm machinery or similar equipment upon the property with-

ADM VIII A

Barbara Newell

From: Tom Muehlenbeck
Sent: Monday, August 22, 2005 3:58 PM
To: Barbara Newell
Cc: Frank Turner; Bruce Glasscock; Rod Hogan; Cynthia O'Banner; Greg Rushin
Subject: FW: city code review

-----Original Message-----

From: Jean Callison
Sent: Monday, August 22, 2005 3:54 PM
To: Cara Mendelsohn
Cc: Tom Muehlenbeck; Ken Lambert
Subject: RE: city code review

Cara -

With this email, I am requesting that discussion of Code of Ordinance 12-114c.2.b be placed on a future Council agenda. I understand that you are concerned with not citing a store for the parking of RVs for 12 days is too long. I see that Ken Lambert is also requesting this item added to the agenda.

I hope you will attend that meeting and express your thoughts and concerns. We will let you know when that date is set.

Jean Callison

-----Original Message-----

From: Cara Mendelsohn [mailto:caraathome@comcast.net]
Sent: Sat 8/20/2005 10:11 AM
To: Jean Callison
Cc:
Subject: Fw: city code review

If there is any way I can be of assistance, please let me know. Thanks,
Cara

----- Original Message -----

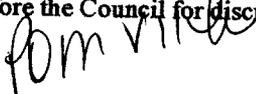
From: "Ken Lambert" <klambert@plano.gov>
To: "Cara Mendelsohn" <caraathome@comcast.net>
Sent: Saturday, August 20, 2005 10:04 AM
Subject: RE: city code review

> Cara:

>

> The normal procedure for this type of consideration is for a Councilmember to request the City Manager place the item on an agenda with copies to all other Councilmembers. If 2 Councilmembers or the Mayor by herself instruct the City Manager to place the item on an agenda it is then set for discussion. Since you have been working with Jean I suggest you get her to make the request and I will be glad to add my support for putting the item before the Council for discussion.

>



8/23/2005

> Thanks
>
> Ken Lambert, PE
> Mayor Pro-tem
>
> -----Original Message-----
> From: Cara Mendelsohn [mailto:caraathome@comcast.net]
> Sent: Sat 8/20/2005 12:18 AM
> To: Ken Lambert
> Cc:
> Subject: city code review
>
>
> Hi Ken, my name is Cara Mendelsohn and I spoke with you most recently at the commission and committee reception held last Saturday.
>
> I am concerned about the city code (Code of Ordinance 12-114.c.2.b) that specifies the handling of RVs parked in commercial parking lots. Through Jean Callison and Tom Muellenbeck, I have received information on how the code works. This week I have also spoken to Cynthia O'Banner and Shelly Kay of the property standards department to further understand the code. The code basically says that RVs are not permitted overnight, and in fact are only allowed to park for one hour unless they are loading or unloading.
>
> I have noticed there are almost always RVs parked for many days at a time in the Wal-Mart parking lot at Preston and Park. Having reported them this week to the property standards department, the police went to the RVs and put a sticker on the window to let them know the RV must be moved. Shelley Kay spoke with the store manager at Wal-Mart to remind her of the code and has pledged to follow up with her in writing. This is a good start, but the RVs still remain in the lot after several days.
>
> My concern is that we are allowing a free RV park to be established that will only flourish when Wal-Mart moves to the Tollway. Wal-Mart has security cameras in the parking lot, so they know the RVs are there from the first day, but Plano can not cite Wal-Mart until the same RVs have been in the lot for 12 days.
>
> My goal is to have the number of days before the city can cite a commercial enterprise decreased from 12 to 3. Additionally, I would suggest additional language be added to have any commercial enterprise provide for a "NO RV PARKING" sign in their parking lot for each 50 parking spots at locations that have had 10 or more RVs parked overnight in their lot within a 6 month period as documented by the property standards department. Also, I am hoping that the City will provide a strong directive to the Police department to issue parking citations to the RV owners.
>
> Jean Callison has offered to sponsor this item on the agenda for the City Council to discuss. It is my hope that you would be the other sponsor. I look forward to your response.
>
> Sincerely,
> Cara Mendelsohn
> 5928 Pebblestone Lane
> Plano, Texas 75093
>
>

8/23/2005

Tom VHC

MEMO

DATE: August 29, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on September 12, 2005.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<p>A. <u>Reappointment</u> Collin County Appraisal District Board</p> <p>B. <u>Appointments</u> Board of Adjustment Building Standards Commission Planning and Zoning Commission</p>	<p>A. <u>Appointments:</u> Animal Shelter Advisory Committee Community Relations Commission Cultural Affairs Commission Downtown Taskforce Heritage Commission International Relations Advisory Comm. Keep Plano Beautiful Commission Library Advisory Board Parks and Recreation Planning Board Plano Housing Authority Plano Transition & Revitalization Public Arts Committee Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board TIF Zone No. 2 Board Technology Commission Transportation Advisory Committee</p>

Pomvillia

**Discussion/Action Items for Future Council Agendas
(as of September 6, 2005)**

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

September 25 – 28 – ICMA - Minneapolis

September 26

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Parks and Recreation Planning Board Report
Public Art Committee Report

Public Hearing: Zoning Case 2005-16 - A request to rezone 199.0± acres located at the northeast corner of Los Rios Boulevard and Cloverhaven Way **from Agricultural to Single-Family Residence-7 and Single-Family Residence-6. Applicant: Newmark Homes**

Public Hearing: Zoning Case 2005-25 - A request to rezone a portion of Planned Development-90-Retail (PD-90-R) for a proposed superstore redevelopment on 10.6± acres located generally at the northeast corner of Parker Road and Custer Road. Zoned Planned Development-90-Retail. Tabled 07/05/05, 07/18/05, 08/01/05, and 08/15/05. **Applicant: Custer Parker Ltd.**

October 3 – 7 – PISD Fall Break

October 10

Building Standards Commission and Board of Adjustment Reports

October 24

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Youth Advisory Commission and Technology Commission

October 26 – 29 – TML – Gaylord Texan, Grapevine

November 10 – District 2 Roundtable – Plano Sports Authority – 2nd floor

November 14

Retirement Security Plan Committee

Pomixa

November 24 – 25 – Thanksgiving Holidays

November 28

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
TIF 1 and 2 Committee Reports

December 6 – 10 – NLC – Charlotte, NC

December 12

December 20 – Employee Holiday Luncheon – Plano Centre

December 23 – 26 – Christmas/ Winter Holidays

December 28 (rescheduled from 12/26) (Winter Holiday)

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

January 2, 2006 – New Year Holiday

Pomixde



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>TMW</i>	<i>9/25/05</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: National Food Safety Awareness Month - September, 2005				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

KEEP PLANO BEAUTIFUL

Keep Plano Beautiful is a staff operated and city council appointed commission program that empowers individuals to take responsibility for enhancing their community through litter awareness and prevention, and community beautification. www.keepplanobeautiful.org 972-769-4216.

2004-2005 Accomplishments & Benefits

- Conducted over 100 educational presentations (7,226 attendees), and coordinated 4 public outreach events to help inform over 75,000 Plano citizens, businesses, teachers, parents and students of KPB's message
- Encouraged individuals to get personally involved in making a difference by partnering with KPB's Adopt-A-Highway program; over 1,043 cleanup volunteers donated 3,129 hours. Great American Cleanup volunteers numbered 2,803 and donated over 8,900 hours to the event
- Reduced littered sites through the Keep America Beautiful Litter Index Program (a visual assessment of Plano's littered areas conducted twice a year)
- Continued community beautification efforts through the KPB Homeowners Association Grant Program, landscaping four Habitat for Humanity homes, the Plano Community Awards Banquet, promoting city wide "litter-free" events (Balloon Festival, Pedals & Paws, and the July 4th & Christmas Parades). A Spruce-up Day for the homes and yards of elderly and disabled Plano residents is planned for October 22, 2005
- Published annual Convenience Directory distributed to all Plano households funded through business sponsorships
- Received the Governor's Community Achievement 2nd place award in June, 2005

KEEP PLANO BEAUTIFUL GOALS & OBJECTIVES

Keep Plano Beautiful (KPB) Commissioners and Education Coordinator will improve the sustainability of the Commission by coaching and mentoring recruited or appointed volunteer members towards building, increasing, and strengthening volunteer involvement and additional sub-committee members.

COMMUNITY DEVELOPMENT COMMITTEE

Increase community involvement and awareness through expanded public relations

- Increase community participation by 10%
- Develop a volunteer recognition program to increase citizen participation, recognition and support toward KPB events and programs
- Enhance media partnerships by providing monthly contact, upcoming events and program information
- Create HOA presentation to increase awareness and participation in the HOA Beautification Grant and Neighborhood Dumpster program to at least 18 associations

LITTER-FREE & BEAUTIFICATION AWARENESS COMMITTEE

Create a more beautiful and litter-free community

- Increase community involvement in the Great American Cleanup (GAC) to involve at least 3,000 registered individuals
- Develop and implement a new beautification program to be recognized during the month of April as part of the GAC
- Support GAC T-shirt design contest
- Increase Adopt-a-Highway participation by adding 10 new groups
- Promote litter education, prevention, and school clean-ups by providing educational presentations to PISD, private schools, non-profits, and other children groups

BUSINESS & FINANCE INVOLVEMENT COMMITTEE

Create business and financial support

- Solicit businesses for cash or gift card donations or “in-kind” products or services to help expand local corporate sponsorship toward KPB programs
- Secure cash contributions to provide GAC entertainment
- Secure local sponsorship to create banners to help promote GAC sponsors at selected litter-free events

MEMORANDUM

DATE: September 2, 2005

TO: Honorable Mayor and City Council

FROM: Larry May, Transition and Revitalization Commission Chairperson

SUBJECT: Transition and Revitalization Commission Annual Report

I am pleased to provide you with the Transition and Revitalization Commission's Annual Report. During the past year, TRC has worked on a number of projects including implementation of the *Plano at Maturity Report*, the Urban Design Element of the Comprehensive Plan, the Apartment Rental Licensing and Inspection Pilot Program and a study of the role of urban centers in Plano. Progress on these items is summarized below.

1. At the August 17, 2005 meeting TRC completed an annual review of implementation activities related to the *Plano at Maturity Report*. Please find a report summarizing our findings and recommendations attached to this memo. If you would like, at any time, to discuss this item in greater detail we would be glad to make a presentation.
2. The TRC completed work on the revision to the Urban Design Element of the Comprehensive Plan. The revised Urban Design Element went through the public hearing process and was adopted in May 2005.
3. The TRC also completed work on developing the Apartment Rental Licensing and Inspection Pilot Program. This program will handle the registration and inspection of all apartment complexes 20-years of age and older and if it proves successful will be expanded to include all residential rental properties (single-family and multi-family). At our August 17th meeting Ms. Cynthia O'Banner, Property Standards Director, presented a final proposal for the Rental Licensing and Inspection Pilot Program including final drafts of the ordinance and inspection checklists; at that time we voted to forward the program to City Council for consideration. This item should appear on one of your upcoming agendas.
4. Since the beginning of the year TRC has been studying urban centers and considering what role this type of development might play in Plano's future. This study has been divided into two phases. The goal of Phase I is to develop a set of guidelines that can be used to help evaluate potential locations for urban centers. An interim report will be issued as Phase I is completed. Phase II, which TRC is just beginning, will identify locations in Plano that might be suitable for urban centers and evaluate them based on the guidelines established in Phase I.

We appreciate the opportunity to apprise you of our activities. If you have any questions please let me know.

Attachment

cc: Thomas H Muehlenbeck, City Manager
Rod Hogan, Executive Director for Public Services
Frank F. Turner, Executive Director for Development
Phyllis Jarrell, Planning Director
Jeff Zimmerman, Long Range Planning Manager
Kate Tovell, Planner



Plano at Maturity Implementation Report

Introduction

In October 2003 the Transition and Revitalization Commission (TRC) submitted *Plano at Maturity: The Biggerstaff Report* to City Council for adoption. This report recognized that over the years Plano has attracted residents and businesses alike because of the quality of life available here.

In the *Plano at Maturity* report, the TRC established three goals for the City of Plano as it matures:

1. Enhance Plano's position as an economic center
2. Enhance Plano's high quality of life
3. Enhance Plano's prominence as a "cutting edge" community in the Metroplex, state and nation.

And with these in mind TRC identified nine high priority issues that the city needs to address as it transitions from a rapidly growing to a more mature community:

1. Financial resources availability
2. Air and water quality
3. Aging infrastructure and facilities
4. Changing demographics
5. Maintaining accessibility and multiple forms of transportation
6. Maintaining a high level of security
7. Pursuing redevelopment, revitalization and infill opportunities
8. Maintaining a strong educational system
9. Aesthetics and the built environment

Staff from nearly every city department has been involved in the implementation of this plan. The Transition and Revitalization Commission feels that great progress has been made. The attached matrix details the progress made on implementation to date. For ease of use, the matrix has been arranged according to the goals set forth in the City Council Strategic Plan 2005-2010-2020 and then by *Plano at Maturity* goals.

Most recently the Transition and Revitalization Commission (TRC) has looked at the matrix and considered what has been accomplished since this report was issued a year and a half ago and what perhaps remains to be done. Below is a summary of our recommendations for future activities necessary for implementation. Items already listed in the matrix have been prioritized and in some cases, suggestions were made for additional implementation activities. TRC appreciates the opportunity to continue with the development and implementation of this report.

2

Future Activities Related to Advancing *Plano at Maturity* Report Goals:

Financial resources availability – Two options for enhancing the availability of financial resources during “economic downturns” were suggested by staff for consideration. The first is that a rule could be established to set a certain percentage over the 30-day reserve and once that percentage has been exceeded the amount would go into a “rainy day fund” that could be drawn on in the next fiscal year should the need arise. The second option would be to put end of year savings into Capital Reserve Fund. TRC agrees that this item deserves additional consideration but does not feel qualified to make a decision between the two options and therefore defers to City Council and staff on this matter.

Air and water quality - With regard to these environmental issues TRC would like to see efforts to educate our children as the priority. Therefore it is suggested that the future items listed in the matrix are prioritized as follows:

1. Develop a water quality video to show in schools.
2. Display banners on light poles to promote air quality.
3. Create a utility bill insert on air and water quality.

In addition to the items above, the TRC would also like to see carpooling promoted by the City as well as the use of DART (perhaps by partnering with surrounding communities). The Commission would also like to see Plano continue to work with the North Central Texas Municipal Water District to restructure water purchasing so that water conservation is encouraged.

Aging infrastructure and facilities – TRC thinks there are opportunities for PISD/CCCCD to share more facilities as the region grows (currently this is something these entities take into consideration, but there is no formal program in place). The City of Plano should be a catalyst in encouraging this to happen.

Changing demographics – The population of Plano is growing older and more diverse. TRC feels both items listed in the matrix for future consideration warrant further study. These items are:

1. Need to reconsider alternate housing forms such as “granny flats” that would accommodate the needs of a changing population.
2. Consider adding a multi-cultural coordinator position in the Parks and Recreation Department.

Maintaining accessibility and multiple forms of transportation – These items are especially important as our region grows and puts additional pressure on our roads and other infrastructure. Providing and encouraging rider-ship for a variety of transportation options within Plano can help to alleviate some of these pressures.

1. The City of Plano should work with DART on efforts to promote rider-ship.

3

2. The City of Plano should make DART education programs available.

Maintaining a high level of security – Plano has an excellent history of providing a very safe community for its residents. However, some perceptions exist that certain areas of the city are experiencing higher crime rates than others; data from the Plano Police Department indicates this is not the case. The TRC thinks that the perception of crime in a community can be just as detrimental as the actual crime itself and in some cases these perceptions can lead to disinvestment. TRC suggests the following measures would be appropriate to promote Plano’s safety record:

1. The Plano Police Department will work with Plano Television Network (PTN) to create a video and/or DVD that can be distributed to realtors, schools and other groups promoting Plano’s record of great public safety efforts.
2. The Plano Police Department will work to promote Plano’s low crime rate throughout town in departmental publications and in public presentations.
3. PTN will consider doing “spots” during regular programming aimed at public safety and crime prevention.

Pursuing redevelopment, revitalization and infill opportunities – The TRC believes that all of the following items are important to Plano’s future but expresses concern about the heavy emphasis on retail redevelopment. The group would like to see these strategies integrated with other redevelopment and revitalization efforts.

1. The City should consider doing a Retail Redevelopment study that will build on the Tri-city Retail Study completed in July 2002.
2. Incentives might be extended to maintain existing retailers or to attract new tenants to the City of Plano.
3. Meet with retailers on an ongoing basis to identify incentives that would keep them here or to determine if there are infrastructure problems that may be affecting their ability to continue or expand their operations.
4. Consider using part of the budget reserve for incentives to encourage retail property redevelopment. This may include conversion to other more productive and viable uses such as housing and mixed use projects.

Maintaining a strong educational system – The outstanding educational opportunities available in Plano from grade school through college are one of the city’s biggest assets. The City of Plano already is very conscious of this and makes a big effort to work with both PISD and CCCCD. A couple of additional ways the City could enhance this partnership follow:

1. CCCCD could partner with PTN to more fully utilize the cable network.
2. The City could work with CCCCD to promote national and state accolades received by the college.

4

Aesthetics and the built environment – Despite the fact that much of Plano’s land has already been developed there are many opportunities to enhance and refine our built environment. Both future items listed in the matrix further this goal:

1. Develop a plan for enhancing Chisholm Trail as a major gathering place.
2. If possible the land at the northwest corner of Park Boulevard and Alma Drive should be acquired for a future park.

One additional suggestion would be to require fences are rebuilt to “face the good side out”

Final note - Because the *Plano at Maturity* report is a working document, regular monitoring will help ensure continued progress on the goals set forth in the plan. The Transition and Revitalization Commission intends to complete a yearly assessment on the status of goals established in the *Plano at Maturity* report and will continue to revise the implementation plan as conditions in the city change.

5

6

Mayor and City Council Goal #1: Premier City for Families		Complete	On Going	In Progress	Future
Relevant Objective: Maintain and enhance the Plano quality of life – Place to live, things to do, safe living.					
1.	Continue to encourage good aesthetics through urban design concepts such as:				
	a. Enhancement of gateways/entrances into the City.				
	b. Development of pedestrian environments in appropriate areas.				
	c. Appropriate mix and scale of uses.				
	d. Maintaining well designed public open spaces.				
	The Parks and Recreation Department has installed eight entry features to date and has plans to install several additional features.		x		
	The city continues to purchase land to provide for passive and active recreation in accordance with the Parks Master Plan.		x		
	Develop a plan for enhancing Chisholm Trail as a major gathering place				x
	Identify appropriate locations for mixed-use urban centers and develop standards for design and development. These standards should focus on the character and scale of such developments to ensure that they create vibrant, pedestrian-oriented places.			x	
2.	Enhance the sense of community by creating gathering places for cultural and other celebrations.				
	Oak Point Amphitheater (will seat 800-1000 people) is under construction.			x	
	Oak Point Park may also serve as the location for some 5K and 10K runs.				x
	Pavilions in our parks serve as small scale gathering places		x		
	Memorial Plaza and sculpture plaza at Legacy Town Center are included on list for the May bond referendum.			x	
	Improvements to Chisholm Trail, including the area planned for Spring Creekwalk are also included in the bond referendum.			x	
	The land at the northwest corner of Park Boulevard and Alma Drive is on the list of land to be acquired by the Parks and Recreation department.				x
	Improvements to Haggard Park	x			
	Enhance neighborhood parks with attractive amenities that make them more appealing for passive activities.		x		
3.	Develop and implement a comprehensive public education program emphasizing the safety of the City. This program should stress that equal safety services are afforded to all geographic areas of the City.				
	The Plano Police Department will work to promote this in departmental publications and in public presentations.				x
	The Plano Police Department will work with Plano Television Network (PTN) to possibly create a video and/or DVD that can be distributed to realtors, schools etc.				x
	PTN will consider doing "spots" during regular programming aimed at public safety and crime prevention.				x
Mayor and City Council Goal #1: Premier City for Families					
Relevant Objective: Encourage quality schools and lifelong learning.					
4.	Continue to work with the education service providers to establish a process for regular information sharing between the business community and the school district. This process should address changing business trends and identify specific needs within the community as well as job skills that will enable people to have employment in the ever-changing information technology economy.				
	PISD and CCCCD have several programs in place that already address these issues, they include:				
	A high tech consortium which includes University of Texas at Dallas (UTD), CCCCD, PISD and a number of business partners has been established. The purpose of this consortium is to encourage students to study math, science, and technology and to provide an educated work force for local employers.	x			

Plano at Maturity Implementation Matrix
August 17, 2005

	CCCCD has a dual admission program with several 4 year schools in the area. The dual admission agreements allow qualified CCCCC students the opportunity to complete freshman and sophomore year requirements while enrolled at CCCCC. Then credit hours earned at CCCCC will transfer seamlessly to the university, so a student can more readily obtain a bachelor's degree. University of North Texas, University of Texas at Dallas, Southern Methodist University, Texas Women's University and Texas A&M Commerce are all part of this program.	x			
	Texas Instruments (TI) has created a one million dollar endowment for CCCCC in support of the newly established "SMART" educational initiative. The Science, Math, Advanced Research, Technology (SMART) Educational Initiative will provide CCCCC with scholarships for academically qualified high school and community college students who intend to pursue or are pursuing four-year degrees in engineering and related fields. The objective is to fuel a pipeline of highly skilled professionals in careers in science, math and engineering disciplines.	x			
	City of Plano staff meets annually with the school districts and Collin County Community College District to share information on enrollment, demographics, and development activities.		x		
	Funding from the Texas Workforce commission helps to ensure that our workforce is trained to meet the needs of local employers.		x		
	CCCCD has pioneered an alternative certification program for individuals who already hold a bachelors degree to become teachers.	x			
Mayor and City Council Goal # 4: Diverse Business Center					
Relevant Objective: Revitalize and convert older centers and office buildings.					
5.	Review the City's ordinances and Regulations to ensure that there are no impediments to infill and revitalization development.				
	Residential redevelopment and infill is being studied by the Development Review Division of the City of Plano Planning Department.			x	
6.	Explore the use of zoning mechanisms to implement guidelines that would facilitate mixed-use development in appropriate areas of the City.				
	The Long Range Planning Division is currently working with the Transition and Revitalization Commission to complete an Urban Centers study.				x
Mayor and City Council Goal # 5: Safe, Efficient Travel					
Relevant Objective: Plan For and support DART service to DFW (Cotton Belt), service within Plano, support northern expansion.					
		Complete	On Going	In Progress	Future
7.	Continue to emphasize the importance of the Cottonbelt as the North Cross-town Corridor providing east-west travel from D/FW to Richardson/Plano.				
	City of Plano will continue to participate in North Central Texas Council of Government discussions on this and provide support as required.		x		
	City staff is also participating in the updating of DART's 30-year service plan. This plan is expected to be completed in late fall 2005.			x	
8.	Develop a comprehensive education program to change the culture of one person per motor vehicle (starting with Elementary Education)				
	a. Within local school system				
	b. Special events for children/parents				
	c. Videos				
	d. Make use of existing DART educational programs				
	e. Include input from major employers				
	f. Emphasize the use of DART for trips other than work.				
	This could potentially be incorporated into the integrated curriculum at PISD. Recommendation - City of Plano needs to meet with Executive Director of Elementary Education:				
	Could develop a coloring book for kids.				
	City of Plano Traffic Engineering provides elementary school principals with traffic safety materials and walking route maps.		x		x

7

		Complete	On Going	In Progress	Future
Meet with retailers on an ongoing basis to see what incentives would keep them here or if there are infrastructure problems that might be causing them to leave.					x
Consider using part of the budget reserve for incentives to encourage retail property redevelopment. This may include conversion to other more productive and viable uses.					x
Mayor and City Council Goal # 2: Livable Neighborhoods & Urban Centers					
Relevant Objective: No specific objective was identified. These recommendations contribute to livable neighborhoods.					
Mayor and City Council Goal # 3: "Service Excellence"					
Relevant Objective: Provide services and facilities responsive to the changing needs of our citizens and our businesses.					
11. Promote the performing arts and other special events as a means of celebrating cultural diversity.					
Parks has started planning more culturally specific events including the "Asian Arts Festival" and plans to expand with similar concepts. Facilities are being designed with these events in mind (example Oak Point Park). Note: Parks & Recreation is working with the Cultural Affairs Commission to provide grants and appropriate assistance to culturally oriented special events. The department does not have the resources to provide such activity. The Amphitheater and special events areas at Oak Point Park will be marketed for all sizes of events, culturally specific or otherwise.			x		
Plano residents will not have local access to a large indoor performing arts facility until Arts of Collin County comes on line.					x
Consider adding a multi-cultural coordinator position in the Parks and Recreation Department.					x
Mayor and City Council Goal # 3: "Service Excellence"					
Relevant Objective: Continue strong financial position through plans and policies with stewardship of the public dollar, responsible reserves and expenditure					
12. Evaluate the City's policy regarding the "effective" tax rate. Consideration should be given to using the tax rate to generate revenue in "good" economic times that can be used to offset "bad" economic times.					
Existing fund balance policy requires that the city maintain a 30-working day reserve.			x		
There are a couple of ways that a surplus could be built when economic times are good:					
A rule could be established that would set a certain percentage over the 30-day reserve and once that percentage has been exceeded the amount would go into a "rainy day fund" that could be drawn on in the next fiscal year should the need arise.					x
Put end of year savings into Capital Reserve Fund.					x
The Budget Contingency Task Force is reworking the budget contingency plan.				x	
City of Plano is exploring the idea of moving to an activity based budget.				x	
13. Conduct a comprehensive review of all City services. This analysis should indicate opportunities for the City to realize additional revenue from services provided, and develop long-term policies/strategies to realize cost savings while maintaining appropriate levels of service.					
City of Plano Finance Department has implemented activity based costing through a partnership with the University of Texas at Dallas.		x			
14. Develop a comprehensive plan for sharing of facilities. This program should be done in cooperation with other organizations such as PISD and CCCCD, and it should strive to:					
a. Establish a joint group to develop programs for sharing facilities. This group should involve citizen input.					
b. Coordinate the adaptive re-use of facilities in the City with agencies such as PISD and CCCCD;					
c. Evaluate and identify facilities that will need modification for changing technology;					
d. Ensure that facilities are appropriately designed and continue to meet the needs of the City.					

9

10

		Complete	On Going	In Progress	Future
	PISD is committed to a 20 year revitalization program – to ensure that all their facilities are in good condition and are assets to the neighborhood where they are located.		x		
	There are opportunities for PISD/CCCCD to share more facilities as the region grows (currently this is something they have considered, but there is no formal program in place).				x
	PSA center is a city/non-profit cooperative venture; a second one is scheduled to be built near Enfield Park.		x		
Mayor and City Council Goal #3: "Service Excellence"					
Relevant Objective: Promote engaged and active citizenry who understands city.					
15.	Continue the City's comprehensive public education program regarding air and water quality, and explore new mediums for disseminating information. Emphasis should be placed on initiatives that can protect and possibly improve air and water quality in the region. The City should work with all available resources including Plano Television Network (PTN), the school districts, Collin County Community College District and the news media to emphasize the importance of air and water quality as they relate to quality of life.				
	The Environmental Health Department has an award winning animated show that they use for elementary kids called "Air Gremlin" to promote clean air practices.		x		
	They also sponsor an annual poster contest for elementary kids during air quality awareness week. Winning entries are displayed in the municipal art gallery and the overall winner has their design made into a t-shirt.		x		
	The annual Pedals and Paws bike rally is held at Russell Creek Park to encourage "Pedaling for Cleaner Air in Plano".		x		
	Work with North Central Texas Council of Governments on an ongoing basis to reduce air pollution in the region.			x	
	"it's a Natural" program held at Arbor Hills Nature Preserve			x	
	Various city departments have "ozone action plans" that are implemented on ozone alert days		x		
	DART passes are subsidized for city employees, and there are contests for city employees to participate in that promote alternate modes of transportation.		x		
	Information is provided about air quality on the City of Plano website with links to additional information.		x		
	HOV lanes are planned for US 75. These will be installed once the plans have been approved by TX DOT (estimated to be in the next year).				x
	Retiming of signals for improved air quality (200 signals, scheduled completion 7/06)			x	
	The Environmental Health and the Engineering departments are working together on a storm water plan to meet the requirements of Environmental Protection Agency (NPDES program).			x	
	Water conservation is targeted at residential and landscape use.		x		
	City of Plano charges graduated rates for water usage.		x		
	City of Plano has adopted parts of the North Texas Municipal Water District's "Model Water Conservation Plan".				
	"Smartscape" Month is an annual event held in April to encourage use of local plant materials that require less watering.	x			
	Create a utility bill insert on air and water quality.				x
	Display banners on light poles to promote air quality.				x
	Develop a water quality video to show in schools.				x
	Other:				
	CCCCD could partner with PTN to more fully utilize the cable network.				x
	Need to step up education on water quality.				x

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT FOUR
August 18, 2005**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:11 p.m., Thursday, August 18, 2005, at Vines High School, 1401 Highedge Drive, Plano, Texas. All Council Members were present with the exception of Mayor Pro Tem Lambert and Council Members Stahel, LaRosiliere and Ellerbe. Mayor Evans welcomed those in attendance, introduced members of the Council and identified the Council districts. She spoke regarding Council Members being elected and serving the City at large and the benefits provided.

Director of Budget and Research Rhodes made a brief presentation regarding the Fiscal Year 2005-2006 Recommended Budget and Proposed Community Investment Program and responded to questions. Mayor Evans spoke to the large amount of revenue based on sales tax which helps maintain the City's low tax rate and high service rate and encouraged citizens to "Shop Plano First."

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

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

Under the basic issues of traffic, crime, development, and property standards enforcement identified on the list of discussion questions, citizens spoke to issues of what the City will do to address traffic if the Home Depot is developed at Parker Road and Custer Road, redevelopment of vacant retail areas as multi-family, what will happen when the City is at 100% build out, scaling retail development to the neighborhood and adding more right-hand turn lanes. Citizens spoke to vacant retail centers, neighborhood revitalization, deteriorating screening walls, speeding/traffic in school zones, hazardous material incident response, access to bike trails and to renegotiating the agreement with the North Texas Municipal Water District then urging citizens to conserve.

Citizens stated concerns regarding automobiles/property crimes, synchronization of traffic signals and red light runners, code enforcement issues, cables left unburied in neighborhoods, degradation of alleys, the availability of Verizon services, how to get more street lights, the effect of the Fire Wheel Shopping Center on sales tax revenues, median landscaping, and spoke to having businesses be required to prominently display their addresses. Citizens discussed the long-term viability of neighborhoods, issues of trash, alley speeding, deteriorating screening walls, the process of code enforcement, vehicle noise, street signage, economic development and to finding out more about the process for Section 8 housing.

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

Citizens spoke to receiving information via roundtables, crime watch bulletins, newspapers, water bill inserts, mailings, television, *Plano Profile* and the City's web page. They recommended changes to the web site providing internet portals by neighborhood for use as a bulletin board, spoke to receiving information on starting a homeowners association and to the City collecting e-mail addresses from interested parties to provide information in the future.

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

Citizens spoke to receiving a good return on their investment and stated they would like to see more spent on Public Safety, speed bumps on feeder streets, and to implementing a "smart" left turn lane on Spring Creek Parkway at Alma Drive. Citizens spoke highly of the City's recycling program, to exploring private funding as well as public for community celebrations, the difficulty for small groups to find meeting places and recommended the City provide information to citizens regarding ordinances to promote awareness.

Mayor Evans thanked those in attendance for their input, advised that Haggard Library will be opening in December to provide relief for the shortage of meeting space and stated that questions regarding Section 8 housing may be addressed to the Plano Housing Authority. She spoke to responses that will be provided. Nothing further was discussed. The meeting was adjourned at 9:03 p.m.

Pat Evans, **Mayor**

Attest

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 22, 2005**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:08 p.m., Monday, August 22, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Stahel. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:46 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

No items were brought forward.

DART Status Report

No report was given.

Mobility Report

Transportation Engineering Manager Neal stated that activation of the on-line customer service satisfaction survey is delayed due to a change in software.

Mr. Neal spoke to the review of school zone ordinances by the Transportation Advisory Committee, and to posting of resident only parking signs in the Haggard Park neighborhood. He stated that this is more of a deterrent strategy without actual enforcement.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of July. He stated that most funds are ahead from last year, a positive trend is developing on the economic development side, and further spoke to unemployment data before and after computing method revisions. Mr. McGrane spoke to sales tax collections and comparisons, positive signs in hotel/motel occupancy tax collections, single family housing values, portfolio diversification, and the equity in the Treasury pool.

Presentation by Court Administrator on Imaging

Municipal Court Administrator Vicki Smith spoke to the addition of Visiflow imaging software application now integrated with the Municipal Court case management system. She reviewed how the process works and stated that the imaging method allows for greater efficiency in monitoring and tracking the workload and facilitating open records requests by allowing immediate case access. Director of Finance McGrane spoke to the excellent job done.

Personnel Appointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Magnuson the Council voted 7-0 to reappoint Dr. John Carver.

Plano Housing Authority

Upon a motion made by Mayor Evans and seconded by Mayor Pro Tem Lambert the Council voted 7-0 to reappoint resident member Jaime Brown.

Council Items for Discussion/Action on Future Agendas

No items were brought forward.

Consent Agenda

City Manager Muehlenbeck advised that Consent Item "G," approval of a bid for the Red Light Camera Enforcement Program, would be moved to individual consideration.

Council Reports

Mayor Pro Tem Lambert advised that he and Council Member Ellerbe attended the Transportation Summit and spoke to the large attendance volume. Ms. Ellerbe spoke to discussing tolltag only freeways with attendees, and Mayor Evans spoke to attending a session with Mr. Lambert and to discussions regarding private groups bidding on tollway construction projects.

Council Member LaRosiliere stated that he and Council Member Stahel attended a Technology Commission meeting and that discussions were held regarding strategic planning over the next several years to identify technology trends that might affect the City. He further stated that he and Ms. Ellerbe attended the Rice Field informational joint meeting and that preliminary information was provided by Lexington developers.

Nothing further was discussed. Mayor Evans recessed the meeting at 6:25 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
August 22, 2005

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council into the Regular Session on Monday, August 22, 2005 at 7:05 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Stahel.

The invocation was led by Jeff Babbitt with the Bahai Faith of Plano.

The Pledge of Allegiance was led by Pack 297, Troop 25 and Pack 1225.

Mayor Evans presented a Certificate of Appreciation to Mitch L. Goldstein for his service on the Keep Plano Beautiful Commission.

Mayor Evans presented proclamations recognizing Library Card Sign-up Month – September 2005 and Boy Scout Recruitment Week. The Council received a presentation from the Plano Art Association.

GENERAL DISCUSSION

Betty Sewell, representing the committee to save Rice Field for the children of Plano presented a petition to stop the building of townhouses at Rice Field. She spoke to the number of children utilizing the field for sports and the benefits derived from participation. Ms. Sewell spoke to excess traffic that will result from the development and requested the Council reconsider the project. Nakita Weseman, citizen of the City, spoke in opposition to the development of townhouses at Rice Field.

Jack Lagos, citizen of the City, spoke to the Council taking time to gain an understanding of what is occurring with the Arts of Collin County and to receiving input from the Council.

BOARD/COMMISSION REPORTS

Plano Housing Authority Director Macey thanked the Council for the opportunity to speak and the board of commissioners for their service. She spoke to the authority's mission statement "To provide quality affordable housing to low income families while offering opportunities that enable families to achieve self sufficiency," reviewed the demographics of those being assisted, stated that the primary source of income comes from the Social Security Administration and advised that less than 1% of the clients receive no income. Ms. Macey stated that 100% of the funding is received from the Department of Housing and Urban Development and spoke to the public housing program and Section 8 Housing Choice voucher program. She spoke to awards received by the authority, the purchase of land for an administration building, the assistance received from the City and to serving Plano well. Ms. Macey responded to the Council that the waiting list being compiled at this time is expected to be over 1,000 families and that it will not open again until the majority of these clients are served.

Self Sufficiency Committee Coordinator Rios thanked the Mayor and Council, spoke to the Committee overseeing the program administered by the Plano Housing Authority and to helping families to become financially independent. She spoke to goal completion, candidate selection, the level of participation and community partners. Ms. Rios spoke regarding those participants who have earned college degrees, education scholarships, the Committee's support of the "business spirit" and the positive investment made in the community.

CONSENT AGENDA

City Secretary Bealke advised the Council that Staff has requested that Consent Agenda Item "G" be removed for individual consideration.

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

Approval of Minutes [Consent Agenda (A)]

August 8, 2005
August 13, 2005

Approval of Expenditures

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

To approve Bid No. 2005-208-C for Contract Hauling of Construction Debris to D and D Trucking Company in the amount of \$320,000. This will establish an initial term of a period commencing upon the effective date of the contract and expiring at the time the total dollar value is completed, with an option for two (2) renewals for a like dollar amount. [Consent Agenda (B)] (See Exhibit "A")

To approve Bid No. 2005-213-B for Steel Signal Pole Assembly to The Pole Company in the amount of \$52,400. [Consent Agenda (C)] (See Exhibit "B")

To approve Bid No. C193-05 for an annual fixed price contract for Litter and Restroom Service Contract Bid Alternate "Group A" for Parks and Recreation to Northstar Facility Services in the estimated annual amount of \$93,606. This will establish a two-year contract with three optional one-year renewals. Staff recommends rejection of all bids submitted for "Group B" locations as they exceeded estimated expenditures. [Consent Agenda (D)] (See Exhibit "C")

To approve Bid No. 2005-221-B for one (1) Ford F-450 Extended cab and chassis with service body and air compressor to Westway Ford in the amount of \$37,338. [Consent Agenda (E)] (See Exhibit "D")

To approve Bid No. 2005-227-B for Shiloh Road – Royal Oaks Drive to Parker Road to JRJ Paving, L.P. in the amount of \$2,293,784. The project consists of the construction of the two southbound lanes of Shiloh Road from Royal Oaks Drive to Parker Road, the construction of the southbound bridge over Brown Branch Creek, landscaping and irrigation of the parkway. [Consent Agenda (F)] (See Exhibit "E")

To reject the \$161,312 purchase and construction bid of a restroom at Cheyenne Park from ROMTEC. This purchase was originally awarded by the City Council at the April 11, 2005 meeting. [Consent Agenda (H)] (See Exhibit "F")

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

To authorize the purchase of one (1) GMC TC 8500 Cab and Chassis in the amount of \$51,163 from Rush Truck Center and one (1) Petersen TL-3 Boom with Dump Body in the amount of \$40,710 from Heil of Texas through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (VE10-03; GR01-04). [Consent Agenda (I)]

To authorize the purchase of three (3) Hybrid-Electric Sedans, in the amount of \$62,253 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (VE10-03). [Consent Agenda (J)]

To authorize the purchase of two (2) Ford F-450 Extended Cab/Chassis with Utility Body and Man-Lift, in the amount of \$127,493 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase (HT11-03). [Consent Agenda (K)]

To authorize the purchase of a Premier Support Service Contract in the amount of \$56,400 from Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-BUSOP-180) [Consent Agenda (L)]

To authorize the purchase of restroom building materials for Cheyenne Park in the amount of \$86,812 from ROMTEC through TXMAS Contract No. 5-56030, and authorizing the City Manager to execute any and all documents necessary to effectuate the purchase. [Consent Agenda (M)]

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

To approve the terms and conditions of a contract with Halff Associates, Inc., to provide Engineering Services in conjunction with the Jack Carter Park Pool parking lot replacement in an amount not to exceed \$26,050, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Consent Agenda (N)]

Adoption of Resolutions

Resolution No. 2005-8-8(R): To repeal Resolution No. 2004-6-23(R) which adopted the current Public Funds Investment Policy; approving and adopting a new written Public Funds Investment Policy; and providing an effective date. [Consent Agenda (O)]

Resolution No. 2005-8-9(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda (P)]

Adoption of Ordinances

Ordinance No. 2005-8-10: To adopt and enact Supplement Number 69 Revision and Supplement Number 70 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. [Consent Agenda (Q)]

Ordinance No. 2005-8-11: To abandon all right, title and interest of the City, in and to a portion of that certain variable width right-of-way called Spring Creek Parkway east of Preston Road, being situated in the Jesse Stiff Survey, Abstract Number 793, which is located within the City Limits of Plano, Collin County, Texas; also being a portion of Spring Creek Parkway from Coit Road to Preston Road as recorded in Cabinet F, Page 142 in the Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such right-of-way to the abutting property owner, The Legacy Senior Communities, Inc., to the extent of its interest; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date. [Consent Agenda (R)]

END OF CONSENT:

To approve Bid No. C015-05 for the Red Light Camera Enforcement Program to Redflex in an amount not to exceed the revenue. [Consent Agenda (G)] (See Exhibit “G”)

Chief Rushin spoke to the number of red light running crashes and resultant fatalities and injuries in the nation as well as in the City of Plano. He spoke to the implementation of traditional methods to address crashes/injuries and reviewed enabling legislation and the passage of a City ordinance establishing a civil penalty for entering an intersection on a red light. Chief Rushin reviewed the project goals to increase traffic safety in the community by decreasing intersection and injury crashes as the result of red light running, develop a program in which costs will not exceed revenue and identify a vendor who can provide cutting edge technology with the proven ability to accurately and timely process violations. He reviewed the success of programs in other areas, the general process, restrictions on placement of cameras on state right-of-way, the RFP process and the decision by the Red Light Camera Committee (RLC) to recommend Redflex. Chief Rushin spoke to the steps that would follow Council approval including entering into a contract, identifying locations, development of internal procedures/administrative hearing procedures, preparation of a public awareness/education program and installation within 90 days.

Lieutenant Wise responded to the Council that there have been ten traffic fatalities in the City thus far this year with one being an intersection violation. Deputy Mayor Pro Tem Johnson spoke regarding the state not enforcing along their right-of-ways. Chief Rushin spoke to the penalty being a civil one in the amount of \$75. Lieutenant Wise stated that once installed, the cameras cannot be turned to other approaches and spoke regarding a mobile enforcement unit that can be utilized at various locations and further spoke to the cost per approach.

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 7-0 to approve Bid No. C015-05 for the Red Light Camera Enforcement Program to Redflex in an amount not to exceed the revenue.

Public Hearing on Tax Rate Increase [Regular Agenda (1)]

Director of Budget and Research Rhodes spoke to the requirement to hold two Public Hearings regarding a tax rate increase on the City's effective tax rate, advised that a second one will be held on Wednesday, August 31, 2005 at 5:00 p.m., stated that the tax rate is scheduled to be adopted on Monday, September 12, 2005 at 7:00 p.m. and further that all notices have been published.

Mayor Evans opened the Public Hearing. Jack Lagos, citizen of the City, spoke to the 2005-06 Operating Budget listing the City of Plano as paying 56.3% of the cost of the Arts of Collin County versus the City of Allen at 18.9% and the City of Frisco at 24.8% rather than each entity paying one third. City Manager Muehlenbeck spoke to there being no mandate for each entity to pay one third of the operating cost, the decision being made to pay based on population and further that this is the same recommendation as last year. Mr. Lagos spoke to there being no population formula and to not receiving any documentation regarding spending decisions. Mr. Muehlenbeck spoke to documentation when monies are spent. No one else spoke either for or against the request. The Public Hearing was closed.

Mayor Evans advised that another Public Hearing will be held on August 31, 2005 at 5:00 p.m. and further that the tax rate will be adopted on Monday, September 12, 2005 at 7:00 p.m.

Resolution No. 2005-8-12(R) of the City of Plano to establish a deferred compensation plan for its employees to be administered by the ICMA Retirement Corporation; authorizing the City Manager to be the coordinator for this program; and providing an effective date. [Regular Agenda (2)]

Consultant Al DiCristofaro spoke to the resolution establishing the deferred compensation plan and the contract with ICMA Retirement Corporation that has been recommended by a steering committee representative of employees of the City. He stated that the City made a decision to consolidate the three-vendor plan into a single plan, the RFP process resulted in eleven responses which were narrowed down to four and that ICMA was selected by the committee because their proposal represented the greatest value to the City and its employees. Mr. DiCristofaro spoke to review of the contract by the Human Resources and Legal Departments along with outside legal assistance. He spoke to benefits in terms of expenses/costs that will be paid to the new provider, the investments available and service that will be received.

Mr. DiCristofaro stated that account balances would be transferred in whole to the new plan and City Manager Muehlenbeck advised that close-out costs will be folded into the management fee and spread over a period of time which Mr. DiCristofaro clarified would be seven years and is reflected in the proposed fee for the overall administration of the plan which is less than current fees. He responded to the Council that the steering committee was made up of nine voting members, all of whom are employees, two non-voting Human Resource representatives and one non-voting representative from the Purchasing Department.

Resolution No. 2005-8-12(R) (cont'd)

Deputy Mayor Pro Tem Johnson spoke to participants being able to check the value of investments on a daily/monthly basis. Mr. DiCristofaro spoke to Retirement Corporation's arrangement with Morning Star to provide City of Plano participants specific investment advice which is not currently available and responded to Mayor Pro Tem Lambert that if an employee were to retire in the near future they would pay no penalty.

Deferred Compensation Steering Committee Member Paul Rimka and Plano Police Association President Pat Clark spoke to the "Definitions" section not including a definition of the Coordinator or explain what their duties will be and requested the item be tabled to address this concern. City Attorney Wetherbee spoke to the City Manager as head of the organization being responsible or delegating authority for administrative issues acting on behalf of the City and stated her opinion that it would not be necessary to list the coordinator in the plan. She spoke to the City Manager acting as the coordinator and having the ability to assign administrative duties to the appropriate department being called out in the resolution which is a compendium of the contract. The Council spoke to the resolution acting on Exhibit "A" and to the City Manager coordinating the day-to-day functions of the City.

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Magnuson, the Council voted 7-0 to establish a deferred compensation plan for its employees to be administered by the ICMA Retirement Corporation; authorizing the City Manager to be the coordinator for this program; and providing an effective date; and further to adopt Resolution No. 2005-8-12(R).

To approve Bid No. C117-05 for a proposal from ICMA Retirement Corporation ("ICMA-RC") to administer the City's Deferred Compensation Plan. Fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants. [Regular Agenda (3)]

Deferred Compensation Steering Committee Member Paul Rimka spoke to Exhibit "A," (b) referring to fees disclosed in the Retirement Investment Guide and requested this document be included with the contract and be numbered as the others are. He spoke to the Administrative Allowance [Exhibit "A" (e)] and requested this rebate be eliminated from the contract or if approved, the money be distributed fairly among participants of the 457 Plan and further requested a code of ethics be adopted for the plan and companies that do business with the plan. Mr. Rimka requested the prospectuses of the funds selected be made a part of the contract and be numbered as such and stated that due to a lack of exercising its fiduciary duties for the past 20 years the City should pay all market value adjustments and contingent deferred sales charges that will be incurred by the plan participants. He further requested that while the item is tabled all documents be loaded to the City's website to provide for total disclosure and that participants be surveyed for comments and suggestions. Mr. Rimka responded to Council Member Ellerbe that the committee has been working for eight months and Compensation and Benefits Manager Covey advised that members were selected by the City Manager and Executive Directors with representatives provided from departments most of which had a large number of participants.

To approve Bid No. C117-05 (cont'd)

City Attorney Wetherbee spoke to the Retirement Investment Guide containing relevant information and to including a notation on where it can be reviewed, deferred to the Council regarding any administrative allowances and stated concern that information in a prospectus may be outdated by the time funds are selected. Council Member LaRosiliere stated prospectuses are fluid documents and that one would be received when a participant chooses a mutual fund. Mr. DiCristofaro spoke to the Retirement Investment Guide being a way to disclose the stable value account and some of the dynamics of the trust and further that the fees are not guided by the guide and that his recommendation would be to reference it as being available in the City Secretary's office.

Mr. DiCristofaro stated that prospectuses cannot be included per the Securities and Exchange Commission and that they would change over the time of the contract.

Police Association President Pat Clark stated concern that plan participants will incur fees when it was the City's decision to go to a single provider and that the City or the contracted company should pay the fees. Mayor Pro Tem Lambert spoke to future management fees being less than what is now being paid by participants. Deputy Mayor Pro Tem Johnson spoke to the new plan providing more options and Council Member Magnuson spoke to there being no loss in dollars as money is transferred into the new accounts. Mr. Clark stated that fees should not fall back on plan participants when some have been in the organization for a long period of time and would not have incurred back-end fees.

Mayor Pro Tem Lambert spoke to employees going into retirement shortly after conversion not losing any monies and that over the long term employees that stay will be in a better financial position. He stated concern asking the tax payers to pay these fees and spoke to employees being better off overall and stated that no individual employee will be hurt. Mr. Rimka spoke to there not being a review of the plan for twenty years, to fees paid over the years, and now being asked to pay an additional fee. Council Member LaRosiliere spoke to fees being amortized into a lower overall management fee than is being paid today. City Manager Muehlenbeck spoke to the ebb and flow of information between the City and current providers over the years, advised that he is a participant and further that he has stayed out of consideration by the committee due to his role as City Manager.

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Ellerbe, the Council voted 7-0 to approve Bid No. C117-05 for a proposal from ICMA Retirement Corporation ("ICMA-RC") to administer the City's Deferred Compensation Plan with revision to Exhibit "A," (b) to read:

"The fees referred to in this paragraph are disclosed in the Retirement Investment Guide, a copy of which is available in the Human Resources Department and the City Secretary's Office."

Public Hearing and adoption of Ordinance No. 2005-8-13 as requested in Zoning Case 2005-28 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 567 so as to allow the additional use of Winery on 0.1± acre of land located 350± feet west of Preston Road and 670± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail-Multifamily Residence-2; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #31. Applicant: LSM Center Partners, L.P. [Regular Agenda (4)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission has recommended approval as submitted.

Mayor Evans opened the Public Hearing. Stephen DiNapoli, representing the applicant, requested approval of the request. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Magnuson and seconded by Council Member LaRosiliere, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 567 so as to allow the additional use of Winery on 0.1± acre of land located 350± feet west of Preston Road and 670± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail-Multifamily Residence-2 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-28; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-8-13.

Ordinance No. 2005-8-14 to find, after reasonable notice, that certain rate case expenses of CoServ Gas Ltd. are reasonable; providing for recovery of rate case expenses; providing for repeal of conflicting ordinances; and providing an effective date. [Regular Agenda (5)]

Assistant to the City Manager Israelson advised that this item approves expenses by CoServ that were incurred on behalf of the company in preparation and negotiation of the systemwide gas rate case.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 7-0 to find, after reasonable notice, that certain rate case expenses of CoServ Gas Ltd. are reasonable; providing for recovery of rate case expenses; providing for repeal of conflicting ordinances; and providing an effective date; and further to adopt Ordinance No. 2005-8-14.

There being no further discussion, Mayor Evans adjourned the meeting at 9:40 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

**Plano City Council
Plano ISD Trustees/Plano Chamber of Commerce
Collin County Community College Trustees
Collin County Commissioners/Plano State Legislative Delegation**

August 29, 2005

COUNCIL MEMBERS

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

Collin County Judge Ron Harris called the joint meeting to order at 7:08 p.m. immediately following dinner on Monday, August 29, 2005 at the Collin County Community College, Conference Center, 2800 E. Spring Creek Parkway. All Council Members were present with the exception of Deputy Mayor Pro Tem Johnson and Council Members Magnuson and Ellerbe.

Collin County Community College (College) President Dr. Cary Israel provided an update on the College, advising that enrollment for the "Weekend College," the first created in the United States, is up thirty percent. He spoke to positive outcomes during the legislative session, double digit appropriations growth, increased appraisal values and stated that the recommendation to the board will be to lower the College's tax rate. Mr. Israel spoke to the many economically disadvantaged students and efforts at the federal level to address the problem along with a recommendation to freeze tuition rates for in-county residents. He spoke to the need to address the high cost of text books and recognition received for the alternative teacher certification program.

Update on 121 Construction/Toll Road Concept

Collin County Commissioner Jack Hatchell spoke regarding a committee of area cities and the county that drafted and passed a resolution supporting the tolling of SH 121 and stated that if there is excess revenue, it will stay in Collin County. He spoke to city/county donation of right-of-way and funds and the critical next step being to negotiate with TxDOT for use of the right-of-way. Commissioner Hatchell spoke to TxDOT receiving private sector interest and stated that tolling the roadway shortens the project to a five-year timeframe rather than the estimated 15-20 years it would take for a freeway. He spoke regarding gas taxes that go towards public safety and schools and the state's use of these monies to balance the budget and fund other operations.

Mayor Pro Tem Lambert spoke to the level of federal funding received and Judge Harris spoke to the diversion of gas tax funds and efforts to address the issue. He stated that over the next five years the county's population will increase by 200,000.

Cox Building Renovation Update

Plano Independent School District Superintendent Dr. Doug Otto introduced Richard Matkin to address the group regarding the renovation update. Associate Superintendent for Business Services Matkin spoke to the Cox Building's construction in 1924, stated that the renovation schedule has held to its timeline and plans are to complete the project in December 2005 with a move-in date of January 2006. He further reviewed the tenants that will occupy the building and the floor plan.

Executive Director, Government and Community Relations Karla Oliver provided information regarding a community committee that will be collecting artifacts for inclusion in a historical classroom with attention to be given to structural details including lighting fixtures and woodwork. City of Plano Executive Director Frank Turner spoke to the high level of interest in the Courtyard Theater complex and the completion of the Cox Building being complementary.

Organization of an issues based PAC (Political Action Committee)

Chamber of Commerce Executive Board of Directors Chair Chris Jones introduced Steve Matthews to speak regarding organization of a PAC. Chamber of Commerce Executive Board of Directors Vice Chair of Public Policy Matthews spoke to the Chamber's plans to take an advocacy role and create an issues based PAC. He spoke to consideration of issues defined as important to the business community in Plano. Judge Harris spoke to receiving input from the business community.

Plano Chamber of Commerce President Brad Shanklin spoke to an upcoming presentation for area chambers/cities to hear both sides of the issues regarding the Wright Amendment and its impact on Collin County.

Mayor Pro Tem Lambert spoke to comprehensive development agreements being worked on by TxDOT, companies that are looking to invest in roadway construction and the costs that will result. He spoke to not sending citizen monies elsewhere. Judge Harris spoke to being unified in discussions with TxDOT, stated concern regarding foreign interests taking over roadways and spoke to moving forward with creation of an area toll authority to strengthen the county's position. He spoke to the impact of the roadway on current and new residents.

There being no further discussion, Judge Harris adjourned the meeting at 7:56 p.m.

Pat Evans, MAYOR

Di Zucco, Assistant City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
August 31, 2005**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:10 p.m., Monday, August 31, 2005, in The Council Chambers of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Second Public Hearing on the Tax Rate Increase for Fiscal Year 2005-06. (First Public Hearing held 8/22/05.)

Mayor Evans advised that the Council has convened to hold the second Public Hearing on the tax rate,

Director of Budget and Research Rhodes advised that due to the passage of Senate Bill 18, the City is required to hold two Public Hearings if the City is over the effective tax rate, which is 44.01 cents per \$100 of assessed property value. She stated that the City is currently proposing a tax rate of 45.35 cents which is over the effective tax rate by 1.34 cents. Ms. Rhodes spoke to the requirement to publish and hold two Public Hearings with the existing proposed rate and stated that the first Public Hearing was held August 22, 2005 and that after tonight's second Public Hearing the tax rate is scheduled for adoption September 12, 2005.

Mayor Evans opened the Public Hearing.

Jack Lagos, citizen of the City, spoke to starting meetings promptly, and stated he does not support subsidizing adjoining cities, particularly the Cities of Allen and Frisco (Arts of Collin County.) He spoke to the language in the citizen's initiative (May 7, 2005 election) which speaks to being jointly owned and operated by the cities of Plano, Allen, and Frisco, the connecting word "and," and to this defining cost divisions. Mr. Lagos spoke to there not being a population formula, percentage allocations, and to previous resolutions speaking to paying one-third of the operating cost.

No one else spoke at the Public Hearing. Mayor Evans closed the Public Hearing.

Mayor Evans stated that the tax rate is scheduled to be adopted on Monday, September 12 at 7:00 p.m. in the City Council Chambers.

Nothing further was discussed. Mayor Evans adjourned the meeting at 10:17 p.m.

Pat Evans, MAYOR

ATTEST

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	09/12/05	Reviewed by Legal <i>JM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>JM</i>	<i>9/3/05</i>
Agenda Coordinator (include phone #): Dianna Wike x7549				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for CSP C147-05 Animal Services Software System to HLP, Inc in the amount of \$37,140.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	42,100	0	42,100
Encumbered/Expended Amount	0	0	0	0
This Item	0	-37,140	0	-37,140
BALANCE	0	4,960	0	4,960
FUND(S): TECHNOLOGY FUND (062)				
Comments: Funds are included in the 2004-05 Technology Fund budget for the purchase of Animal Control hardware and software. This item includes software application, licenses, supporting interfaces, documentation, and one year of support.				
STRATEGIC PLAN GOAL: Software and related tools for the Animal Control department relate to the City's goal of "Service Excellence."				
SUMMARY OF ITEM				
Staff recommends proposal of HLP, Inc. in the amount of \$37,140, as the best proposal meeting specifications for the purchase of ANIMAL SERVICES SOFTWARE SYSTEM, conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents: Memo; Evaluation Matrix		Other Departments, Boards, Commissions or Agencies		

B-1



City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
972-769-4360
972-769-4359 FAX

MEMORANDUM

Animal Services Department

DATE: August 31, 2005

TO: Mike Ryan, Chief Purchasing Officer

FROM: Paula McCracken, Animal Services Administrative Manager

SUBJECT: Proposal C147-05 Animal Shelter Software

Information Services and Animal Services jointly evaluated the bids received for subject Animal Shelter software proposals. After review, Information Services put together the attached matrix and notes. The matrix evaluated two vendors on six evaluation criteria. A scale of one (1) to five (5) was used, with a rating of five (5) being the best. Chameleon had the best rating and I recommend the bid award be made to HLP, Inc. (Chameleon).

Total estimated cost is \$37,140 with annual software support and maintenance costing \$13,440.

Information Services is sending the financial worksheet to you.

If you need additional information, please contact me at extension x4374.

xc: Danny Housewright, Systems and Programming Manager
Keith Clark, Animal Services Field Manager

b-2

Evaluation Matrix for C147-05 Animal Shelter Software
08/30/05

Evaluation Criteria	HLP, Inc. (Chameleon)	AnimalShelterNet
Adequacy and completeness of the proposal	5	2
The extent the proposed solution meets mandatory and optional objectives	5	2
Technical content of the proposal and compatibility with City's goals and objectives	4	4
Total initial costs and future cost projections	4	4
Previous background and experience relevant to this RFP	5	4
Maintenance terms and conditions	5	3
Total Score	28	19

Notes:

- 1) Adequacy and completeness – HLP, Inc submitted all documents requested but AnimalShelterNet submitted the documents necessary from a functional and technical perspective but not all of the other documents.
- 2) Met Objectives - HLP was excellent in this area. AnimalShelterNet did not meet all of the mandatory and optional objectives and was very poor in the area of user friendliness which was a mandatory objective.
- 3) Both vendors seemed to be OK from a technical perspective.
- 4) Both vendors are very close in cost. HLP will be less cost initially (37K vs. 39K) but it appears that HLP will be more for annual maintenance (10K vs. 13K). Although the annual maintenance costs could narrow since HLP says they have not gone up on annual maintenance costs in years. Therefore, if AnimalShelterNET did go up then those costs would be narrowed.
- 5) HLP had excellent references and appears to be the leading software application out there at this point in time.
- 6) HLP maintenance terms and conditions are much more flexible than AnimalShelterNet.

B-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Deane Palmer for</i>	City Manager	<i>DR</i>	<i>9/6/05</i>
Agenda Coordinator (include phone #): Lauren Roberts Ext. 7248				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No 2005-236-B for Heavy Duty Equipment Trailers to Big Tex Trailer in the amount of \$34,282.50.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	45,000	0	45,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-34,283	0	-34,283
BALANCE	0	10,717	0	10,717
FUND(S): Equipment Replacement Fund, General Fund & Property/Liability Loss Fund				
COMMENTS: Funds are included in the FY 2004-05 adopted budget for the replacement purchase of (6) Trailers from the Equipment Replacement Fund, and the new addition of (1) Trailer from the General Fund. Funds are also available within the Equipment Replacement Fund balance for unscheduled or emergency replacements of equipment in the City fleet. The City's Property/Liability Loss Fund will reimburse the Equipment Replacement Fund for the replacement of (1) damage Trailer. The balance of the funds will be used for other replacement purchases.				
STRATEGIC PLAN GOAL: Equipment Replacement relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Equipment Services recommends purchase of (8) Heavy Duty Equipment Trailers from Bid Tex Trailers, which is the low bidder on bid 2005-236-B, in the amount of \$34,282.50. These trailers will be utilized in the following Departments: 471, 634, 637, 648 & 751.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				

C-1

CITY OF PLANO
BID NO. 2005-236-B
Heavy Duty Equipment Trailers

BID RECAP

Bid opening Date/Time: 8/11/05 @ 3:30PM
Number of Vendors Notified: 1098
Number of Vendor No Bids: 12

<u>Responsive Bidders:</u>	<u>Total Bid</u>
Big Tex Trailers	\$34,282.50
Interstate Trailers, Inc.	\$8,555.00*
CS Trailer World	\$35,985.57
Zion Industries, Inc.	\$39,077.70
Nesco, Inc.	\$55,100.00

*Did not bid on all items.

Lauren Roberts

9/2/05

Lauren Roberts, Buyer

Date

C-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Chase Palmer</i>	City Manager	<i>SR</i>	<i>9/6/05</i>
Agenda Coordinator (include phone #):		Lauren Roberts Ext. 7248		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No 2005-242-B for 11,000 GVWR Extended Cab and Chassis with Utility Body in the amount of \$25,362.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-25,362	0	-25,362
BALANCE	0	-25,362	0	-25,362
FUND(S): EQUIPMENT REPLACEMENT FUND & PROPERTY/LIABILITY LOSS FUND				
COMMENTS: Funds are available within the Equipment Replacement Fund balance for unscheduled or emergency replacements of vehicles in the City fleet. The City's Property/Liability Loss Fund will reimburse the Equipment Replacement Fund for this damaged unit. STRATEGIC PLAN GOAL: The prompt replacement of service vehicles (damaged in accidents) relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Equipment Services recommends purchase of (1) 11,000 GVWR Extended Cab and Chassis with Utility Body from Baby Jack II Automotive LTD (Caldwell Country Chevrolet), which is the low bidder meeting specifications, in the amount of \$25,362. This pickup is for the unscheduled replacement due to an accident and will be utilized in the Drainage Services Department.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				

d-1

CITY OF PLANO

BID NO. 2005-242-B

11,000 GVWR Extended Cab and Chassis with Utility Body

BID RECAP

Bid opening Date/Time: 8/26/05 @ 3:30PM

Number of Vendors Notified: 824

Number of Vendor No Bids: 10

<u>Responsive Bidders:</u>	<u>Total Bid</u>
Baby Jack II Automotive LTD	\$25,362.00
Philpott Motors LTD	\$26,047.00
Zion Industries, Inc.	\$26,079.00
Steakley Chevrolet	\$26,714.90
Philpott Motors LTD	\$26,753.00
Westway Ford	\$27,250.00
Hall Buick Pontiac GMC	\$28,430.45
Nesco Inc.	\$48,000.00

Lauren Roberts

Lauren Roberts, Buyer

9/6/05

Date

d-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director	<i>[Signature]</i>	9/6/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/6/05
Agenda Coordinator (include phone #): Lauren Roberts Ext. 7248				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No 2005-230-B for Cab and Chassis with Bodies to Westway Ford and Baby Jack II Automotive LTD (Columbus Country Ford) in the amount of \$313,613.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	324,000	0	324,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-313,613	0	-313,613
BALANCE	0	10,387	0	10,387
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2004-05 adopted budget for the replacement purchase of (4) ¾-Ton Extended Cab/Chassis with Utility Bodies, (1) 1-Ton Crew Cab/Chassis with Utility Body, (1) ½-Ton Regular Cab/Chassis with Dump Bed, (4) 1-Ton Regular Cab/Chassis with Dump Beds, and (1) 1-Ton Regular Cab/Chassis with Flat Bed Stake Body for various Departments. The balance of funds will be used for other replacement purchases.				
STRATEGIC PLAN GOAL: Equipment Replacement relates to the City's goal of "Service Excellence".				
SUMMARY OF ITEM				
Equipment Services recommends bid of Westway Ford in the amount of \$ 287,286 (Items: 1-5 and 7-8) and Baby Jack II Automotive LTD (Columbus Country Ford) in the amount of \$26,327 (Item: 6) be accepted as lowest responsible bidders meeting specifications. The vehicles will be utilized in the following Departments: 637, 644, 648, 712, 742, 763, 765 & 766.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				

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CITY OF PLANO
BID NO. 2005-230-B
Cab and Chassis with Bodies

BID RECAP

Bid opening Date/Time: 8/8/05 @ 3:00PM
Number of Vendors Notified: 1092
Number of Vendor No Bids: 5

<u>Responsive Bidders:</u>	<u>Items 1-5 & 7-8</u>	<u>Item 6</u>
Westway Ford	\$287,286.00	\$26,969.00
Baby Jack II Automotive LTD	\$304,297.00	\$26,327.00
Sam Packs Five Star Ford of Carrollton	\$198,455.00*	\$28,690.00

*Did not bid on all items.

Lauren Roberts

9/2/05

Lauren Roberts, Buyer

Date

e-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/12/05	Reviewed by Legal <i>LR</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services		Initials	Date	
Department Head	Karl Henry	Jim Foster	Executive Director	<i>LR</i> 9-1-05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 9/1/05	
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Authorizing the purchase of one (1) Rear Loader Packer Body in the amount of \$49,638.75 from Heil of Texas, through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (RC08-04)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	55,000	55,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-49,639	-49,639
BALANCE		0	0	5,361	5,361
FUND(s): EQUIPMENT REPLACEMENT FUND					
COMMENTS: This is an early purchase of a scheduled replacement that is recommended to be included in the FY 2005-06 Budget. The balance of funds will be used for other rolling stock purchases.					
STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services requests authorization to purchase one Rear Loader Packer Body from Heil of Texas through its contract with the H-GAC Cooperative Purchasing Program. This unit is a scheduled replacement for 02901 to be installed on unit 02900 for Dept-751/Keep Plano Beautiful Department, account 45-751-8421; Supplement 00071001 per fiscal year 05/06 approved for early replacement by Rod Hogan. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (H-GAC RC08-04)					
Total purchase price for unit including H-GAC admin fee is \$49,638.75					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Agenda, Memo, Quote Sheets, Requisition via fax					

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CITY OF PLANO

08/24/05

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P.O. Number 903490 OR

Cost Center 071

Supplier HEIL OF TEXAS
 DEPT 1265
 PO BOX 2153
 BIRMINGHAM AL 35287-1265

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

Ordered 08/24/05 Freight
 Requested 08/24/05 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
REAR LOAD PACKER BODY INVOICE TO FOLLOW SCHEDULED REPLACEMENT FOR FY05/06. REPLACING UNIT 02901, DEPT. 751. THIS NEW REAR LOAD PACKER BODY WILL BE INSTALLED ONTO UNIT 02900. APPROVED FOR EARLY REPLACEMENT BY ROD HOGAN. SUPPLEMENT NO. 00071001. ACCOUNT: 45-751-8421. PURCHASE THROUGH HGAC COOPERATIVE PURCHASING PROGRAM, CONTRACT NO. RC08-04. AWARDED TO HEIL OF TEXAS. REQUISITION REQUESTED BY REID CHOATE.		EA	35,500.0000	35,500.00	08/24/05
PUBLISHED OPTIONS INVOICE TO FOLLOW		EA	7,703.7500	7,703.75	08/24/05
UNPUBLISHED OPTIONS INVOICE TO FOLLOW		EA	6,035.0000	6,035.00	08/24/05
H-GAC ADMIN. FEES INVOICE TO FOLLOW		EA	400.0000	400.00	08/24/05

Total Order

TermNet 30 Days

49,638.75

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CONTRACT PRICING WORKSHEET

(The Following Details MUST be provided with any purchase order submitted to H-GAC by End User)

End User: CITY OF PLANO		Date Prepared: 5-23-05	
Prepared By: TREY STAMPS		Contract No.: RC08-04	
Phone No.: HEIL OF TEXAS 972-438-6488		Item Product Code: BO 27	
Description: HEIL PT COMMERCIAL 20 YD. HIGH COMPACTION REAR LOADER			
A Item Base Unit Price, Per H-GAC Contract:			A: <input checked="" type="checkbox"/> 35,500.00
B Published Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	Code
BO27	FRONT MOUNT PUMP	<input checked="" type="checkbox"/> 3018.75	BO27
BO27	STROBE LIGHT	<input checked="" type="checkbox"/> 460	
BO27	CAMERA BRKT W/LIGHTS	<input checked="" type="checkbox"/> 287.5	
BO27	SIDE ACCESS DOOR	<input checked="" type="checkbox"/> 517.5	
			Subtotal From Additional Sheet(s):
			Subtotal B: <input checked="" type="checkbox"/> 7,703.75
C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	Code
	CUSTOM COVERS	400	
	HOPPER LIP REINFORCEMENT	385	
	REAR VISION CAMERA	1100	
	BEEPER KIT	375	
	MUDFLAPS	175	
			Subtotal From Additional Sheet(s):
			Subtotal C: <input checked="" type="checkbox"/> 6,035
Check: The total cost of Unpublished Options as a percentage of the total of the Base Price plus Published Options cannot exceed 25%. For this transaction, the percentage is: <input checked="" type="checkbox"/> 14%			
<i>Note: Unpublished Options cannot be used to change to another contracted model.)</i>			
D Miscellaneous Price Adjustments			
			Subtotal D:
E	Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		<input checked="" type="checkbox"/> 49,238.75
	Quantity Ordered	X	1
			Subtotal E: <input checked="" type="checkbox"/> 49,238.75
F	H-GAC Fee Calculation (From Current Fee Tables)		Subtotal F: 400
G Non-Equipment Charges (Trade-In, Extended Warranty, Delivery, etc.)			
			Subtotal G: -
H	Total Purchase Price (E+F+G):		<input checked="" type="checkbox"/> 49,638.75
Promised Delivery Date:			

(Please Print Legibly)

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H-GAC 'FORM E' - MANUFACTURER'S OPTIONS PRICING	
Offeror Name:	Heil of Texas
Invitation No.:	RC08-04

Notes:

1. Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code.
2. Use a single Form E. Insert additional lines as may be required.
3. If an Option is applicable to more than one Product Code, it only need be listed once, but all underlying Product Codes should also be listed for that item.
4. Option descriptions used on this Form may be uploaded to the HGACBuy.com for the online listing.

Underlying H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price
A021	FL	Up charge from 23yd to 28yd	600
A022	FL	Up charge from 23yd to 28yd	600
B024	RL	Up charge from 16yd to 11yd	-1100
B024	RL	Up charge from 16yd to 13yd	-700
B024	RL	Up charge from 16yd to 14yd	-500
B024	RL	Up charge from 16yd to 18yd	115
B024	RL	Up charge from 16yd to 20yd	1035
B024	RL	Up charge from 16yd to 25yd	2760
B025	RL	Up charge from 18yd to 20yd	920
B025	RL	Up charge from 18yd to 25yd	2645
B026	RL	Up charge from 18yd to 20yd	805
B026	RL	Up charge from 18yd to 25yd	2415
B026	RL	Up charge from 18yd to 27yd	3220
B026	RL	Up charge from 18yd to 32yd	4715
B027	RL	Up charge from 20yd to 25yd	1725
B027	RL	Up charge from 20yd to 27yd	2530
B027	RL	Up charge from 20yd to 32yd	4025
C028	RR	Up charge from 16yd to 20yd	2530
C028	RR	Up charge from 16yd to 22yd	3450
C028	RR	Up charge from 16yd to 24yd	4485
C028	RR	Up charge from 16yd to 26yd	5405
C028	RR	Up charge from 16yd to 30yd	6670
C028	RR	Up charge from 16yd to 32yd	7590
C029	CP PYT	Up charge from 16yd to 20yd	2530

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C029	CP PYT	Up charge from 16yd to 22yd	
C029	CP PYT	Up charge from 16yd to 24yd	3450
C029	CP PYT	Up charge from 16yd to 26yd	4485
C029	CP PYT	Up charge from 16yd to 30yd	5405
C029	CP PYT	Up charge from 16yd to 32yd	6670
C030	DP PYT	Up charge from 26yd to 28yd	7590
C030	DP PYT	Up charge from 26yd to 33yd	469.2
C031	DP7000	Durapack Python / 7000 26yd Eject	1840
C031	DP7000	Durapack Python / 7000 28yd Eject	345
C031	DP7000	Durapack Python / 7000 33yd Eject	345
C031	DP7000	Up charge from 26yd to 28yd	356.5
C031	DP7000	Up charge from 26yd to 33yd	469.2
C032	PLFT	Up charge from 20yd to 26yd	1840
C032	PLFT	Up charge from 20yd to 28yd	1150
C032	PLFT	Up charge from 20yd to 33yd	1495
C033	M TASK	Up charge from 22yd to 25yd	2185
C033	M TASK	Up charge from 22yd to 29yd	575
C033	M TASK	Up charge from 22yd to 32yd	862.5
C034	RETR	Up charge from 6yd to 10yd	1150
D035	R 2000	Up charge from 33yd to 38yd	1437
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Hopper work light kit	230
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Dual hopper work light kit	316.25

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A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Single strobe light kit	460
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	LED Light kit for entire unit	805
A021	FL	Service Hoist kit for Eject models only	3018.75
A021	FL	Clean out shovel kit	201.25
A021	FL	Hydraulic Pressure Gauge kit	201.25
A021	FL	60 gallon wash out tank	1293.75
A021	FL	20 lb. Fire Extinguisher with Bracket	316.25
A021	FL	Tool Box (18"x18"x36")	517.5
A021	FL	Mud Flaps ahead of rear tires	143.75
A022	FL	Residential pkg Front loader autolift-automatic container loading and unlk	3306.25
A022	FL	Residential pkg Front loader standard carry can with cart dumper	2645
A021	FL	Overheight warning kit	402
A021	FL	Throttle advance and stop kit	632.5
A021	FL	California Back up Alarm	345
A021	FL	Front mount live pump system with electronic overspeed control	2760
A021	FL	Camera Bracket with dual flood lights	287.5
A021	FL	Vulcan On-board six-point load cell scale	14720
A021	FL	Five year cylinder warranty	3047.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Body side access door	517.5
B023 'B024 'B025	RL	Regenerative Valve for Fast Packer and Reload time	287.5

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B023 'B024 'B025 'B026 'B027 'B036	RL	Hydraulic Pressure guage kit	201.25
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	5 gallon water igloo cooler with bracket	201.25
B023 'B024 'B025 'B026 'B027 'B036	RL	15,000 lb. Line pull reeving cylinder with control kit	4082.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Roll bar with control kit	2501.25
B023 'B024 'B025 'B026 'B027 'B036	RL	Lip and latch kit	510.6
B023 'B024 'B025 'B026 'B027 'B036	RL	Installation only of customer supplied dual cart tipper	2300
B023 'B024 'B025 'B026 'B027 'B036	RL	left hand buzzer kit	115
B023 'B024 'B025 'B026 'B027 'B036	RL	Electric shift PTO	1581.25

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B023 'B024 'B025 'B026 'B027 'B036	RL	Electric shift PTO w/ overspeed control	2012.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Front mount live pump system with electronic overspeed control	3018.75
B023 'B024 'B025 'B026 'B027 'B036	RL	Camera Bracket with dual flood lights	287.5
B023 'B024 'B025	RL	Five year cylinder warranty PT-1000, F-4000	2794.5
'B026	RL	Five year cylinder warranty F-5000	2949.75
B027	RL	Five year cylinder warranty PT-Commercial	3881.25
B036 C028 C029 C030 C031 C032 C033	RR	60-90 gallon belt Grabbers	603.75
B036 C028 C029 C030 C031 C032 C033	RR	Universal 90-300 gallon belt Grabbers	776.25
B036 C028 C029 C030 C031 C032 C033	RR	Powerlift 60-90 gallon belt Grabbers	5893.75
B036 C028 C029 C030 C031 C032 C033	RR	Powerlift 90-300 gallon belt Grabbers	6037.5
B036 C028 C029 C030 C031 C032 C033	RR	Rear fenders for single axle	546.25

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B036 C028 C029 C030 C031 C032 C033	RR	Rear fenders for tandem axle	862.5
B036 C028 C029 C030 C031 C032 C033	RR	Hopper hood - not available with 300 gallon grippers	1265
B036 C028 C029 C030 C031 C032 C033	RR	Lift cycle counter	431.25
B036 C028 C029 C030 C031 C032 C033	RR	Outside fender mounted controls	1092.5
B036 C028 C029 C030 C031 C032 C033	RR	Auto lube system	6325
B036 C028 C029 C030 C031 C032 C033	RR	Operate In Gear At Idle Pump System (O.I.G.A.I.)	2760
B036	M PACK	Five year cylinder warranty Multipack	7475
C028	RR	Five year cylinder warranty Rapid Rail	10522.5
C029	CP PYT	Five year cylinder warranty CP Python	6900
C032	PLFT	Five year cylinder warranty Powerlift	6037.5
B036 C028 C029 C030 C031	RR	Tri - cuff grabbers 30-110 gallon containers	1092.5
C030	RR	Joystick for lift only	862.5

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director		
Dept Signature:	<i>[Signature]</i>			<i>[Signature]</i>	9-1-05
Agenda Coordinator (include phone #):		Linda M. Robinson x 4180			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Authorizing the purchase of four (4) Crane Carrier Cab and Chassis in the amount of \$426,840.00 from Bond Equipment Company, Inc., through the Texas Association of School Buyboard Purchasing Program and (4) Heil 16 YD Rapid Rail Bodies in the amount of \$317,903.00 from Heil of Texas through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (208-04; RC08-04)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	828,000	828,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-744,743	-744,743
BALANCE		0	0	83,257	83,257
FUND(S): EQUIPMENT REPLACEMENT FUND					
COMMENTS: This is an early purchase of scheduled replacements that are recommended to be included in the FY 2005-06 Budget. The balance of funds will be used for other rolling stock purchases.					
STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's Goal "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services requests authorization to purchase four Crane Carrier Cab/Chassis from Bond Equipment Company, Inc. through it's contract with the Texas Association of School Buyboard Purchasing Program and four Heil 16 YD Rapid Rail Bodies from Heil of Texas through its contract with the H-GAC Cooperative Purchasing Program. These are scheduled replacements for fiscal year 05/06 approved by Rod Hogan for replacement in fiscal year 04/05 for units 98219/98220; 98221/98222; 98223/98224 and 98225/98226 for Dept. 748/Environmental Waste Services.; Account: #45-748-8421; Supplement: #0071001.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Buyboard 208-04 and H-GAC RC08-04).					
Total amount for the 4 Cab/Chassis and 4 Refuse Body combination including admin fees is \$744,743.00.					
List of Supporting Documents: Memo, Agenda, Quote Sheets, Requisition via fax			Other Departments, Boards, Commissions or Agencies		

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CITY OF PLANO

08/25/05

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P.O. Number 903497 OR
 Cost Center 071

Supplier HEIL OF TEXAS
 DEPT 1265
 PO BOX 2153
 BIRMINGHAM AL 35287-1265

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

Ordered 08/25/05 Freight
 Requested 08/25/05 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
HEIL 16YD. RAPID RAIL BODIES INVOICE TO FOLLOW H-GAC CONTRACT # RC08-04. AWARDED TO HEIL OF TEXAS. ITEM 2. PURCHASE OF FOUR (4) HEIL 16 YARD RAPID RAIL BODIES (C028). THIS PURCHASE GOES WITH REQUISITION 903494. THEY BOTH CONSIST OF A TWO PART PURCHASE FOR FOUR (4) CAB/CHASSIS REFUSE BODY COMBINATION REPLACEMENTS. ENVIRONMENTAL WASTE SERVICES; DEPT. 748. THE UNIT NUMBERS FOR THE BODIES BEING REPLACED ARE AS FOLLOWS: 98220 (GOES WITH UNIT 98219). 98222 (GOES WITH UNIT 98221). 98224 (GOES WITH UNIT 98223). 98226 (GOES WITH UNIT 98225). REQUISITION REQUESTED BY REID CHOATE.	4	EA	54,300.0000	217,200.00	08/25/05
PUBLISHED OPTIONS INVOICE TO FOLLOW	4	EA	13,563.7500	54,255.00	08/25/05
UNPUBLISHED OPTIONS INVOICE TO FOLLOW	4	EA	11,512.0000	46,048.00	08/25/05
H-GAC ADMIN. FEES INVOICE TO FOLLOW		EA	.0000	400.00	08/25/05

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CITY OF PLANO

08/25/05

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P.O. Number 903494 OR
Cost Center 071

Supplier BOND EQUIPMENT COMPANY INC
2946 IRVING BOULEVARD
DALLAS TX 75247

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

Ordered 08/25/05 Freight
Requested 08/25/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CRANE CARRIER CAB & CHASSIS	4	EA	85,913.0000	343,652.00	08/25/05

INVOICE TO FOLLOW
 BUYBOARD CONTRACT # 208-04.
 AWARDED TO BOND EQUIPMENT COMPANY.
 ITEM 1.
 PURCHASE OF FOUR (4) CRANE CARRIER
 CAB & CHASSIS (LET2-26).
 THESE ARE SCHEDULED REPLACEMENTS
 FOR FY05/06 FOR UNITS 98219, 98221, 98223 AND 98225, DEPT. 748;
 ENVIRONMENTAL WASTE SERVICES.
 THIS PURCHASE WAS APPROVED BY ROD HOGAN,
 EXECUTIVE DIRECTOR, FOR PURCHASE IN FY04/05.
 ACCOUNT 45-748-8421.
 SUPPLEMENT 00071001.
 REQUISITION REQUESTED BY REID CHOATE.
 NOTE**THIS IS A TWO PART PURCHASE.
 SEE REQUISITION 903497 FOR THE REPLACEMENT
 BODIES THAT GO WITH THESE CAB AND CHASSIS.
 THE BODIES ARE : 98220, 98222, 98224 AND 98226.

PUBLISHED OPTIONS	4	EA	20,697.0000	82,788.00	08/25/05
INVOICE TO FOLLOW					
BUYBOARD ADMIN. FEE		EA	.0000	400.00	08/25/05
INVOICE TO FOLLOW					

TermNet 30 Days

Total Order
426,840.00

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CITY OF PLANO

08/25/05

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P.O. Number

Description

Ordered

UOM

Unit Price

Extended Price

Request

Date

Total Order

TermNet 30 Days

317,903.00

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BOND EQUIPMENT COMPANY, INC
 2946 IRVING BLVD. DALLAS, TEXAS 75247
 214-637-0760 FAX 214-637-4731

AUGUST 22, 2005

TO: CITY OF PLANO EQUIPMENT SERVICE
 4200 W. PLANO PARKWAY
 PLANO, TEXAS 75093

BUY BOARD QUOTE #208-04

CRANECARRIER LET2-26

OPTIONS TO UPGRADE CHASSIS FOR AUTOMATED SIDE LOADER
 & PLANO OPTIONS.

PRICE \$85,913.00 ✓

12R-22-R	REAR TIRES GOODYEAR G286 12R22.5 16PLY	837.00 ✓
12R-TR-SP	REAR SPARE TIRE & RIM GOODYEAR 12R22.5 16PLY	950.00 ✓
14-E2-02	CRANKSHAFT ADAPTER 1260/1310	217.00 ✓
16-E2-10	STARTER DELCO 42MT/TYPE 450	70.00 ✓
18-E2-04	BLOCK HEATER W/DOOR 1000 WATTS	147.00 ✓
18-A6-06	REMOTE RADIATOR FILL	154.00 ✓
18-BD-BS	RADIATOR BUG SCREEN	100.00 ✓
18-BD-WJ	WATER JUG HOLDER IGLOO	100.00 ✓
18-J2-SP	DONALDSON VERTICAL INLINE PRECLEANER	182.00 ✓
18-G4-02	FILTER MINDER DASH MOUNTED	56.00 ✓
20-A2-10	3 GRP 31 925CCA BATTERY	119.00 ✓
20-E2-02	FLAMING RIVER BATTERY DISCONNECT SWITCH	196.00 ✓
20-C2-12	CUSTOM BATTERY BOX LOCATION	158.00 ✓
24-A6-14	CUSTOM FUEL TANK LOCATION	158.00 ✓
24-AN-TI	ANTI-SIPHON 2" NECK	21.00 ✓
24-490-10	RACOR MODEL 490RP10 FUEL SEPARATOR	298.00 ✓
26-E6-18	DAUL TRANSMISSION CONTROLS	368.00 ✓
26-J2-04	HAYDEN AUXILIARY TRANSMISSION COOLER	221.00 ✓
30-E6-06	MERITOR SLACK ADJUSTERS FRONT	53.00 ✓
30-E6-06	MERITOR SLACK ADJUSTERS REAR	53.00 ✓
30-G2-P20	PARABOLIC 20K TAPERLEAF FRONT SPRINGS	175.00 ✓
36-A2-06	NATIONAL WHEEL SEALS FRONT AXLE	77.00 ✓
38-A6-02	DAUL DRIVE RH SIT DOWN	2,706.00 ✓
40-A2-14	REAR AXLE 30K 30105S	2,051.00 ✓
52-A2-18	ALCOHOL INJECTOR AIR BRAKE SYSTEM	112.00 ✓

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52-BD-DM	AIR DRAIN MANIFOLD	200.00 ✓
52-C2-10	WABCO SYSTEM SAVER AIR DRYER	445.00 ✓
60-A2-30	DOUBLE FRAME RAIL 25'X11'	1,141.00 ✓
70-G2-26	INTERMITTENT WIPER CONTROL DAUL	126.00 ✓
72-C2-04	ELECTRIC CAB JACK	375.00 ✓
74-BD-10	10" SPOT MIRRORS	100.00 ✓
74-E2-08	AIR HORN DAUL TONE & DAUL CONTROL	123.00 ✓
74-E2-04	2 ND ELECTRIC HORN	21.00 ✓
74-J2-16	DAYTIME RUNNING LIGHTS	35.00 ✓
74-LED	LED MARKER LIGHTS & FRONT TURN SIGNAL	126.00 ✓
76-CN-DEL	DELETE RADIO & LIGHT CONSOLE TO INSTALL ROOF AC	133.00 ✓
76-LEX	LEXAN INSIDE SUNVISOR	84.00 ✓
76-E2-06	CAB FLOR LIGHTS	63.00 ✓
76-P4-04	SEARS ALTAS AIR RIDE SEATS, GREY LH & RH	644.00 ✓
78-E2-04	RH INSTRUMENTION	473.00 ✓
78-J2-10	CAB FANS LH & RH	98.00 ✓
78-J2-AC	AC COMPRESSOR & MOUNTING FOR ROOF AC	808.00 ✓
78-R2-02	CHASSIS KEYED ALIKE	28.00 ✓
78-BD-EC	AM/FM RADIO MOUNTED ON ENGINE COVER	600.00 ✓
78-BD-RF	ROOF MOUNT AC R9715/R4500	4,077.00 ✓
BP-PAINT	PAINT BUMPER BLACK	105.00 ✓
FRIEGHT	TULSA TO HEIL	<u>1,313.00</u> ✓
TOTAL PRICE PER CHASSIS <u>FOB TULSA OK.</u>		\$106,610.00

BUY BOARD FEE TOTAL PRICE PER PO NUMBER \$400.00

FRIEGHT PRICE INCLUDES TRANSPORTATION FOR 3 PLANO EMPLOYEES TO INSPECT CHASSIS & TRAINING AT CRANE CARRIER FACTORY.

ANDY BOND

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Crane Carrier Options

OPTION NUMBERS

14-E2-02	CRANKSHAFT ADAPTER 1260/1310	\$217.00 ✓
18-E2-04	BLOCK HEATER W/DOOR 1000 WATTS	\$147.00 ✓
18-A6-06	REMOTE RADIATOR FILL	\$154.00 ✓
18-J2-SP	DONALDSON VERTICAL INLINE PRECLEANER	\$182.00 ✓
18-G4-02	FILTER MINDER DASH MOUNTED	\$56.00 ✓
20-A2-10	3 GRP 31 925CCA BATTERY	\$119.00 ✓
20-E2-02	FLAMING RIVER BATTERY DISCONNECT SWITCH	\$196.00 ✓
20-C2-12	CUSTOM BATTERY BOX LOCATION	\$158.00 ✓
16-E2-10	STARTER DELCO 42MT/TYPE 450	\$70.00 ✓
24-A6-14	CUSTOM FUEL TANK LOCATION	\$158.00 ✓
24-AN-TI	ANTI-SIPHON 2"NECK	\$21.00 ✓
24-490-10	RACOR MODEL 490RP10 FUEL SEPARATOR	\$298.00 ✓
26-J2-04	HAYDEN AUXILIARY TRANSMISSION COOLER	\$221.00 ✓
26-E6-18	DAUL TRANSMISSION CONTROLS	\$368.00 ✓
36-A2-06	NATIONAL WHEEL SEALS FRONT AXLE	\$77.00 ✓
30-E6-06	MERITOR SLACK ADJUSTERS FRONT	\$53.00 ✓
30-G2-P20	PARABOLIC 20K TAPERLEAF FRONT SPRINGS	\$175.00 ✓
38-A6-02	DAUL DRIVE RH SIT DOWN	\$2,706.00 ✓
40-A2-14	REAR AXLE 30K 30105S	\$2,051.00 ✓
30-E6-06	MERITOR SLACK ADJUSTERS REAR	\$53.00 ✓
60-A2-30	DOUBLE FRAME RAIL 25' X 11"	\$1,141.00 ✓
52-C2-10	WABCO SYSTEM SAVER DRYER	\$445.00 ✓
52-A2-18	ALCOHOL INJECTOR	\$112.00 ✓
72-C2-04	ELECTRIC CAB JACK	\$375.00 ✓
78-J2-10	CAB FANS LH & RH	\$98.00 ✓
76-LEX	LEXAN SUNVISOR	\$84.00 ✓
76-CN-DEL	DELETE RADIO & DOME LIGHT CONSOLE	\$133.00 ✓
76-P4-04	SEARS ALTAS AIR RIDE SEAT GREY LH & RH	\$644.00 ✓
78-E2-04	RH INSTRUMENTATION	\$473.00 ✓
74-E2-08	AIR HORN DAUL TONE & DAUL CONTROL	\$123.00 ✓
74-LED	LED MARKER LIGHTS & FRONT TURN SIGNAL	\$126.00 ✓
70-G2-26	INTERMITTENT WIPER CONTROL DAUL	\$126.00 ✓
74-E2-04	2ND ELECTRIC HORN	\$21.00 ✓
76-E2-06	CAB FLOOR LIGHTS	\$63.00 ✓
74-J2-16	DAYTIME RUNNING LIGHTS	\$35.00 ✓
78-R2-02	CHASSIS KEYED ALIKE	\$28.00 ✓
12R-22-R	REAR TIRES GOODYEAR G286 12R22.5 16PLY	\$837.00 ✓
12R-TR-SP	REAR SPARE TIRE & RIM 12R22.5 GOODYEAR	\$950.00 ✓
78-J2-AC	AC COMPRESSOR & MOUNTING	\$808.00 ✓
78-BD-RF	ROOF MOUNT AC R9715/R4500	\$4,077.00 ✓
78-BD-EC	AM/FM RADIO MOUNTED ON ENGINE COVER	\$600.00 ✓
74-BD-10	10" SPOT MIRRORS	\$100.00 ✓
18-BD-BS	RADIATOR BUG SCREEN	\$100.00 ✓
18-BD-WJ	WATER JUG HOLDER IGLOO	\$100.00 ✓
52-BD-DM	AIR DRAIN MANIFOLD	\$200.00 ✓
BP-PAINT	BUMPER PAINTED BLACK	\$105.00 ✓
FRIEGHT	TULSA TO HEIL	\$1,313.00 ✓

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CONTRACT PRICING WORKSHEET

(The Following Details MUST be provided with any purchase order submitted to H-GAC by End User)

End User: CITY OF PLANO		Date Prepared: 5/23/2005	
Prepared By: TREY STAMPS		Contract No.: RC08-04	
Phone No.: HEIL OF TEXAS 972-438-6488		Item Product Code: C028	
Description: HEIL RAPID RAIL 16YD AUTOMATED SIDE LOADER			
A Item Base Unit Price, Per H-GAC Contract:			A: <input checked="" type="checkbox"/> 54,300.00
B Published Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	Code
CO28	UP CHG. TO 24YD BODY	<input checked="" type="checkbox"/> 4485	CO28
CO28	O.I.G.A.I.PUMP SYSTEM	<input checked="" type="checkbox"/> 2760	CO28
CO28	RH REMOTE CONTROLS	<input checked="" type="checkbox"/> 1092.5	CO28
CO28	STROBE LIGHT	<input checked="" type="checkbox"/> 460	CO28
			Subtotal B: <input checked="" type="checkbox"/> 13,563.75
C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	Code
	JOYSTICK CONTROL	862	
	REAR/SIDE CAMERA SYSTEM	5900	
	HD HOPPER OVERLAY	2500	
	HYD. OIL TANK HEATER	750	
			Subtotal From Additional Sheet(s):
			Subtotal C: <input checked="" type="checkbox"/> 11,512
Check: The total cost of Unpublished Options as a percentage of the total of the Base Price plus Published Options cannot exceed 25%. For this transaction, the percentage is: <input checked="" type="checkbox"/> 17%			
<i>Note: Unpublished Options cannot be used to change to another contracted model.)</i>			
D Miscellaneous Price Adjustments			
			Subtotal D:
E	Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		<input checked="" type="checkbox"/> 79,375.75
	Quantity Ordered	X	4
			Subtotal E: <input checked="" type="checkbox"/> 317,503.00
F	H-GAC Fee Calculation (From Current Fee Tables)		Subtotal F: <input checked="" type="checkbox"/> 400
G Non-Equipment Charges (Trade-In, Extended Warranty, Delivery, etc.)			
			Subtotal G: -
H	Total Purchase Price (E+F+G):		<input checked="" type="checkbox"/> 317,903.00
Promised Delivery Date:			

(Please Print Legibly)

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H-GAC 'FORM E' - MANUFACTURER'S OPTIONS PRICING

Offeror Name: Heil of Texas
 Invitation No.: RC08-04

- Notes:**
1. Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code.
 2. Use a single Form E. Insert additional lines as may be required.
 3. If an Option is applicable to more than one Product Code, it only need be listed once, but all underlying Product Codes should also be listed for that item.
 4. Option descriptions used on this Form may be uploaded to the HGACBuy.com for the online listing.

Underlying H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price
A021	FL	Up charge from 23yd to 28yd	600
A022	FL	Up charge from 23yd to 28yd	600
B024	RL	Up charge from 16yd to 11yd	-1100
B024	RL	Up charge from 16yd to 13yd	-700
B024	RL	Up charge from 16yd to 14yd	-500
B024	RL	Up charge from 16yd to 18yd	115
B024	RL	Up charge from 16yd to 20yd	1035
B024	RL	Up charge from 16yd to 25yd	2760
B025	RL	Up charge from 18yd to 20yd	920
B025	RL	Up charge from 18yd to 25yd	2645
B026	RL	Up charge from 18yd to 20yd	805
B026	RL	Up charge from 18yd to 25yd	2415
B026	RL	Up charge from 18yd to 27yd	3220
B026	RL	Up charge from 18yd to 32yd	4715
B027	RL	Up charge from 20yd to 25yd	1725
B027	RL	Up charge from 20yd to 27yd	2530
B027	RL	Up charge from 20yd to 32yd	4025
C028	RR	Up charge from 16yd to 20yd	2530
C028	RR	Up charge from 16yd to 22yd	3450
C028	RR	Up charge from 16yd to 24yd	4485
C028	RR	Up charge from 16yd to 26yd	5405
C028	RR	Up charge from 16yd to 30yd	6670
C028	RR	Up charge from 16yd to 32yd	7590
C029	CP PYT	Up charge from 16yd to 20yd	2530

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C029	CP PYT	Up charge from 16yd to 22yd	
C029	CP PYT	Up charge from 16yd to 24yd	3450
C029	CP PYT	Up charge from 16yd to 26yd	4485
C029	CP PYT	Up charge from 16yd to 30yd	5405
C029	CP PYT	Up charge from 16yd to 32yd	6670
C030	DP PYT	Up charge from 26yd to 28yd	7590
C030	DP PYT	Up charge from 26yd to 33yd	469.2
C031	DP7000	Durapack Python / 7000 26yd Eject	1840
C031	DP7000	Durapack Python / 7000 28yd Eject	345
C031	DP7000	Durapack Python / 7000 33yd Eject	345
C031	DP7000	Up charge from 26yd to 28yd	356.5
C031	DP7000	Up charge from 26yd to 33yd	469.2
C032	PLFT	Up charge from 20yd to 26yd	1840
C032	PLFT	Up charge from 20yd to 28yd	1150
C032	PLFT	Up charge from 20yd to 33yd	1495
C033	M TASK	Up charge from 22yd to 25yd	2185
C033	M TASK	Up charge from 22yd to 29yd	575
C033	M TASK	Up charge from 22yd to 32yd	862.5
C034	RETR	Up charge from 6yd to 10yd	1150
D035	R 2000	Up charge from 33yd to 38yd	1437
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Hopper work light kit	230
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Dual hopper work light kit	316.25

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A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	Single strobe light kit	460
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	LED Light kit for entire unit	805
A021	FL	Service Hoist kit for Eject models only	3018.75
A021	FL	Clean out shovel kit	201.25
A021	FL	Hydraulic Pressure Gauge kit	201.25
A021	FL	60 gallon wash out tank	1293.75
A021	FL	20 lb. Fire Extinguisher with Bracket	316.25
A021	FL	Tool Box (18"x18"x36")	517.5
A021	FL	Mud Flaps ahead of rear tires	143.75
A022	FL	Residential pkg Front loader autolift-automatic container loading and unloading	3306.25
A022	FL	Residential pkg Front loader standard carry can with cart dumper	2645
A021	FL	Overheight warning kit	402
A021	FL	Throttle advance and stop kit	632.5
A021	FL	California Back up Alarm	345
A021	FL	Front mount live pump system with electronic overspeed control	2760
A021	FL	Camera Bracket with dual flood lights	287.5
A021	FL	Vulcan On-board six-point load cell scale	14720
A021	FL	Five year cylinder warranty	3047.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Body side access door	517.5
B023 'B024 'B025	RL	Regenerative Valve for Fast Packer and Reload time	287.5

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B023 'B024 'B025 'B026 'B027 'B036	RL	Hydraulic Pressure guage kit	201.25
A021 'B023 'B024 'B025 'B026 'B027 'B036 B036 C028 C029 C030 C031 C032 C033 C034 D035	ALL	5 gallon water igloo cooler with bracket	201.25
B023 'B024 'B025 'B026 'B027 'B036	RL	15,000 lb. Line pull reaving cylinder with control kit	4082.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Roll bar with control kit	2501.25
B023 'B024 'B025 'B026 'B027 'B036	RL	Lip and latch kit	510.6
B023 'B024 'B025 'B026 'B027 'B036	RL	Installation only of customer supplied dual cart tipper	2300
B023 'B024 'B025 'B026 'B027 'B036	RL	left hand buzzer kit	115
B023 'B024 'B025 'B026 'B027 'B036	RL	Electric shift PTO	1581.25

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B023 'B024 'B025 'B026 'B027 'B036	RL	Electric shift PTO w/ overspeed control	2012.5
B023 'B024 'B025 'B026 'B027 'B036	RL	Front mount live pump system with electronic overspeed control	3018.75
B023 'B024 'B025 'B026 'B027 'B036	RL	Camera Bracket with dual flood lights	287.5
B023 'B024 'B025	RL	Five year cylinder warranty PT-1000, F-4000	2794.5
'B026	RL	Five year cylinder warranty F-5000	2949.75
B027	RL	Five year cylinder warranty PT-Commercial	3881.25
B036 C028 C029 C030 C031 C032 C033	RR	60-90 gallon belt Grabbers	603.75
B036 C028 C029 C030 C031 C032 C033	RR	Universal 90-300 gallon belt Grabbers	776.25
B036 C028 C029 C030 C031 C032 C033	RR	Powerlift 60-90 gallon belt Grabbers	5893.75
B036 C028 C029 C030 C031 C032 C033	RR	Powerlift 90-300 gallon belt Grabbers	6037.5
B036 C028 C029 C030 C031 C032 C033	RR	Rear fenders for single axle	546.25

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B036 C028 C029 C030 C031 C032 C033	RR		862.5
B036 C028 C029 C030 C031 C032 C033	RR	Rear fenders for tandem axle	
B036 C028 C029 C030 C031 C032 C033	RR	Hopper hood - not available with 300 gallon grippers	1265
B036 C028 C029 C030 C031 C032 C033	RR	Lift cycle counter	431.25
B036 C028 C029 C030 C031 C032 C033	RR	Outside fender mounted controls	1092.5
B036 C028 C029 C030 C031 C032 C033	RR	Auto lube system	6325
B036 C028 C029 C030 C031 C032 C033	RR	Operate In Gear At Idle Pump System (O.I.G.A.I.)	2760
B036	M PACK	Five year cylinder warranty Multipack	7475
C028	RR	Five year cylinder warranty Rapid Rail	10522.5
C029	CP PYT	Five year cylinder warranty CP Python	6900
C032	PLFT	Five year cylinder warranty Powerlift	6037.5
B036 C028 C029 C030 C031	RR	Tri - cuff grabbers 30-110 gallon containers	1092.5
C030	RR	Joystick for lift only	862.5

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget (C.S.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	09/12/2005	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Police Department	Initials	Date		
Department Head	Gregory W. Rushin	Executive Director	<i>[Signature]</i> 8.26.05		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 8/26/05		
Agenda Coordinator (include phone #): Pam Haines, Ext. 2526					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the terms and conditions of a professional services contract between the City of Plano and Family Services of Plano wherein Family Services of Plano will provide services to the Police Department to combat juvenile delinquency and authorizing execution of such agreement by the City Manager, or in his absence, an Executive Director, and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	115,000	115,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-115,000	-115,000
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: Funds are included in the 2005/06 Proposed Police Department Budget for this item. STRATEGIC PLAN GOAL: Providing alternatives to prosecution for youth offenders, and victim assistance coordination, relates to the City's goal of a "Premiere City for Families" and "Service Excellence".					
SUMMARY OF ITEM					
This is an ongoing agreement for alternatives to prosecution for youth offenders. This contract also provides for victims assistance coordination.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Professional Services Contract					

PROFESSIONAL SERVICES CONTRACT

This Contract entered this 1st day of October, 2005 between the CITY OF PLANO, a home-rule municipal corporation, Collin County, Texas, hereinafter called "City" and FAMILY SERVICES OF PLANO, a Texas non-profit organization whose address is 2600 Avenue K, Suite 140, Plano, Texas, hereinafter referred to as "FSP" for services to the City of Plano by and through the Plano Police Department for the purpose of combating, preventing and controlling juvenile delinquency.

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 SERVICES

FSP will provide a comprehensive, systematic, integrated program to incorporate appropriately referred juveniles into activities, groups and organizations in the City of Plano for rehabilitative purposes.

FSP, at its own expense, will furnish all labor, material and facilities in order to provide non-exclusive services to City in order to combat, prevent and control juvenile delinquency. This includes short-term counseling for appropriately referred juveniles and their families, referrals, and assisting other information and referral centers and planning agencies in the City of Plano in providing services to divert juveniles from the juvenile justice system. FSP will give priority to referrals from City and may accept referrals from the judicial and public school system, parents and minors themselves if space is available after serving City referrals. FSP will also provide structured assistance programs to victims of crimes.

The specific programs to be provided by FSP are as follows:

- A. **FIRST OFFENDER PROGRAM:** FSP will implement programs for group and individual counseling for juveniles from committing status or criminal offenses; and individual group and/or family counseling for juveniles referred to FSP. FSP may provide these services directly and/or by subcontracting with other non-profit organizations to provide these services.
- B. **VICTIM ASSISTANCE PROGRAM.** FSP will implement, coordinate and manage a program designed to help victims of certain, specified crimes obtain state-funded benefits. FSP will provide a Victim Assistance Coordinator who will report directly to the FSP Executive Director.
- C. **MINOR IN POSSESSION PROGRAM:** FSP will coordinate and manage a program designed to address those adolescents cited by law enforcement officials for MIP (of alcohol) offenses. This program will be sanctioned by the

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Texas Commission on Alcohol and Drug Abuse (TCADA) and follow state guidelines and requirements.

- D. **TOBACCO AWARENESS AND PREVENTION:** FSP will implement, coordinate and manage a program designed to address issues of adolescent use and/or possession of tobacco products. This program shall be sanctioned by the State of Texas.

II. SUBCONTRACTING/INDEPENDENT CONTRACTOR

FSP understands and agrees that if it opts to subcontract with other entities to satisfy any portion of FSP's obligations, FSP is not relieved of its full obligation to the City as provided by this Contract.

FSP and its subcontractors are independent contractors and shall not, with respect to their acts or omissions, be deemed an agent or employee of the City, its officers, officials, agents and employees.

III. COMPENSATION; TERM

The City will pay FSP up to \$115,000 for services deemed satisfactory by City which are rendered from October 1, 2005 through September 30, 2006. Payment will be made on a pro-rated basis over the term of the Contract. One twelfth of this amount (\$9,583.33) will be paid to FSP for satisfactorily completed services after each month's services upon submission of an invoice and approval of such invoice by the City.

This Contract will not automatically renew and includes no option for additional terms. It may be terminated as provided in Article VIII. If FSP wishes to initiate negotiations for a new Contract for October 2006, FSP shall submit a detailed report to the City no later than June 30, 2006, and said report shall include FSP's 2004 and 2005 budgets and charges for services as well as an analysis of services provided in 2004 and 2005.

IV. INDEPENDENT CONTRACTOR

The operations and activities of FSP and its subcontractors shall be in accordance with guidelines established by the FSP Board of Directors and by the Chief of the Plano Police Department. The actual administration and operation of all programs and services provided by FSP shall be performed by FSP in its capacity as an Independent Contractor. FSP shall at all times function as an Independent Contractor.

FSP covenants and agrees that it is an Independent Contractor and not an officer, agent, servant or employee of City; that FSP shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons

performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and FSP, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and FSP.

**V.
INDEMNITY**

FSP agrees that it will, to the extent allowed by the laws and constitution of the State of Texas, defend, indemnify and hold harmless, the City, including but not limited to, the Plano Police Department, officers agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgment and costs, including reasonable attorney's fees, in any way arising out of or resulting from the performance of the work or alleged to have been caused by the negligent act or omission of FSP, its officers, agents, employees, subcontractors, licensees or invitees.

**VI.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract, and the exclusive venue for any legal proceedings involving this Contract shall be Collin County, Texas.

**VII.
SUCCESSORS AND ASSIGNS**

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

**VIII.
TERMINATION**

Notwithstanding the "Term" provision in Article III above, this Contract may be unilaterally terminated by City or FSP without cause upon thirty (30) days prior written notice to the other party. Upon receipt of notice of termination, FSP shall not incur any expenses other than its customary services and charges rendered through date of termination. If the termination date occurs prior to the end of a month, FSP will be paid a pro-rated portion of the monthly compensation of \$9,583.00.

Notice to parties shall be as follows:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attn: Police Department

Family Services of Plano
2600 Avenue K, Suite 140
Plano, Texas 75074

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**IX.
APPLICABLE LAW**

This Contract is entered into subject to the charter and ordinances of City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws. FSP will make any and all reports required in accordance with federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service as required in accordance with FSP's income.

**X.
ASSIGNMENT AND SUBLETTING**

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

**XI.
AFFIDAVIT OF NO PROHIBITED INTEREST**

FSP acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract void. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "A."

**XII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract.

**XIII.
ENTIRE AGREEMENT**

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

**XIV.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

FAMILY SERVICES OF PLANO

By: 
Name: Cathy Barker
Title: Executive Director

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

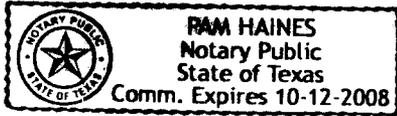
Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 15 day of August, 2005 by Cathy Barker, Executive Director of **FAMILY SERVICES OF PLANO**, a non-profit corporation, on behalf of said corporation.



Ram Haines
Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2005 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

EXHIBIT "A"
Affidavit of No Prohibited Interest

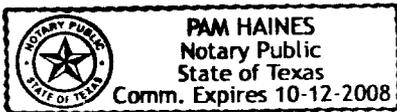
I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

Family Services of Plano
Name of Contractor
By: *[Signature]*
Signature
Cathy Barker
Print Name
Executive Director
Title
Date: 8-15-05

STATE OF TEXAS §
 §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 15th day of August, 2005.



Pam Haines
Notary Public, State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	Sept 12, 2005		Reviewed by Legal <i>Duty</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	PSST BUSINESS CENTER			<i>[Signature]</i> Date 8-31-05 <i>9/5/05</i>	
Department Head	Bruce D. Glasscock		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): Cindy Potrykus, ext. 7747					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the terms and conditions of a funding agreement between City of Plano and Plano Sister Cities, Inc. wherein Plano Sister Cities, Inc. will promote and establish friendly relations and mutual understanding between people of the City of Plano and communities of friendly nations outside the United States of America, authorizing execution of such agreement by the City Manager, or in his absence, an Executive Director, and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	17,400	17,400
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-17,400	17,400
BALANCE		0	0	0	0
FUND(s): GENERAL FUND					
COMMENTS: Funds for this item are included in the Proposed 2005-06 Budget. STRATEGIC PLAN GOAL: Funding for international municipal organizations relates to the City's Goal of "Diverse Business Center".					
SUMMARY OF ITEM					
This agreement provides the terms and conditions under which the City shall make available funds to Plano Sister Cities, Inc. This agreement provides for Plano Sister Cities, Inc., as an organization, to expend such funds to promote, foster, coordinate and publicize international municipal programs for the purpose of enhancing international relationships with the City of Plano.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Plano Sister Cities, Inc. Funding Agreement					

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**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND
PLANO SISTER CITIES, INC.**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and **PLANO SISTER CITIES, INC.**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Agency");

WHEREAS, it is deemed to be in the best interest of the citizens of the City of Plano to expend public funds to enable the people of Plano and people of similar cities of foreign nations to establish friendly relations and mutual understanding between people of the City of Plano and communities of friendly nations outside the United States of America; and

WHEREAS, the City Council finds that expending public funds for above stated objectives is a valid public purpose; and

WHEREAS, Agency has established itself as being able to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

SECTION I.

PURPOSES/CONSIDERATION

The purpose of this Agreement is to provide terms and conditions under which City shall make available the sum of money up to but not to exceed **SEVENTEEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$17,400.00)**, available to the Agency for the purposes set forth in Exhibit "A" attached hereto and incorporated herein. The City's source of funds is derived from general revenues consisting of property, sales and other taxes, as well as other sources. In consideration of the City of Plano providing the funding specified in the 2005-2006 fiscal year, Agency shall abide by the terms and conditions of this Agreement set forth in Exhibits "A" and "B".

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SECTION II.

TERM

The term of this Agreement is October 1, 2005 through September 30, 2006. At the expiration of this Agreement, the Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including any written documentation requested by City to verify that Agency complied with the terms of this Agreement.

SECTION III.

PERMITTED USES OF FUNDS; CONDITIONS OF USE

The Agency shall use any and all funds furnished by City under this Agreement only for those purposes as set forth in said Exhibit "A" and for no other purpose. If during the term of this Agreement, the Agency wishes to utilize funds for purposes other than stated in this Agreement, such change may be allowed only upon receiving written approval by the City Manager, or his designee.

The Agency further agrees to abide by the general conditions of the funding as set forth in the "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

Any City funds which have not been expended by the Agency by September 30, 2006 will revert to the City's general revenues. Such funds shall be returned no later than October 31, 2006.

SECTION IV.
NON-ASSIGNMENT

The Agency shall not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council as evidenced by a Resolution properly approved by the Council.

SECTION V.
INDEPENDENT CONTRACTOR

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

SECTION VI.
DISBURSEMENT OF FUNDS

Funds provided for under this Agreement shall be disbursed on or before October 15, 2005. Expenses incurred after the termination date will not be reimbursed or funded under this Agreement and the City shall assume no liability for same.

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SECTION VII.
REPORTING REQUIREMENTS

Within thirty (30) days of the close of each preceding quarter of the Agreement term, Agency agrees to provide financial statements sufficiently describing the expenditure of funds provided by the City, as well as a description of program goals achieved and/or progress made toward the achievement of those goals for the preceding quarter. These reports shall be furnished in writing to the Contract Administrator at the following address:

Bruce D. Glasscock
Executive Director
c/o City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
E-mail: Bruceg@plano.gov
Telephone: 972/941-7745
Fax: 972/423-9587

At the end of the Agreement term or in the event of earlier termination, Agency shall provide to the Contract Administrator a final written report describing the accomplishments achieved by the use of the funds and accounting for all funds provided under this Agreement.

SECTION VIII.
AFFIDAVIT OF NO PROHIBITED INTEREST

Agency acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of signing this Agreement, a representative of Agency shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

SECTION IX.
INSURANCE REQUIREMENTS/INDEMNIFICATION.

1. **Insurance.** At its own expense, Agency agrees to maintain during the term of this Agreement insurance in the type and amounts as shown in Exhibit "D", a copy of which is attached hereto and incorporated herein. Such insurance shall be evidenced by properly executed certificates of insurance determined to be acceptable to City's Risk Manager and a current copy shall be provided to the Contract Administrator within ten (10) days of execution of this Agreement. A current copy of the certificate(s) shall be maintained by Agency and provided to City throughout the entire term of his Agreement.

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

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

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right to retain defense counsel on its own behalf, and Agency shall be liable for all costs incurred by City.

This Section is solely for the benefit of the City and Agency and does not create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION X.
TERMINATION

This Agreement may be terminated by either party by giving the other party written notice, with such notice to be given in writing ninety (90) days before the desired early termination date. Any commitments and obligations of Agency existing prior to notice of early termination shall be honored and shall not prejudice the right of Agency to pay such costs previously incurred out of the funds furnished by City. New commitments incurred after notice of termination is given shall not be funded by this Agreement. Notice of termination shall be given when written notice is sent to either party by certified mail, return receipt requested. The date and time of postmark shall be determinative. In the event of such early termination, or at the end of the term of this Contract, the Agency agrees to return to City the both the unused and the unencumbered balance of any funds previously disbursed to the Agency by City pursuant to this Agreement within ten (10) days of either event.

In the event Agency breaches any of the terms or conditions of this Agreement, whether in whole or part, the City shall have the right to immediately terminate this Agreement by providing written notice to the Agency. In the event of termination for breach, Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

SECTION XI.
MISCELLANEOUS

1. Entire Agreement. This Agreement and its Exhibits embody the entire agreement between the parties and may only be modified, amended or supplemented, in writing if executed by both parties.

2. Authority. The undersigned represents and warrants that he or she is the duly authorized representative of the Agency and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of the Agency.

This Agreement shall not be considered fully executed or binding on the City until the same shall have been executed by Agency, and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.

3. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns.

4. Waiver. No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

5. Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

City

Bruce D. Glasscock
Executive Director
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Telephone: 972/941-7745
Fax: 972/423-9587

Agency

Plano Sister Cities, Inc.
P O Box 867478
Plano, TX 75086-7478

Telephone: _____
Fax: _____

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

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

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

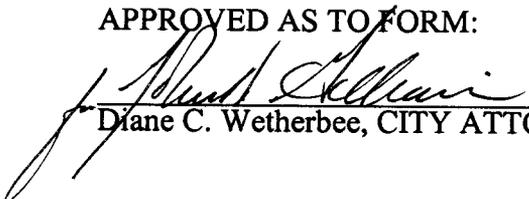
IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

PLANO SISTER CITIES, INC.

Date: _____

BY: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2005 by _____, _____ of **PLANO SISTER CITIES, INC.**, a Texas non-profit cooperation, on behalf of said non-profit corporation.

Notary Public in and for the
State of Texas

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EXHIBIT "A"

PURPOSE OF PROGRAM

Subject to the prohibitions set forth below and General Conditions of Agreement provided in Exhibit "B", Agency shall expend City funds for the following purposes:

- To foster and promote friendly relations and mutual understanding between the people of City of Plano and communities of friendly nations outside the United States of America;
- To participate as an organization in promoting, fostering and publicizing local, state, and national programs of international municipalities;
- To cooperate, organize and encourage other organizations to engage and participate in such programs.
- Agency will work with the International Relations Advisory Commission (IRAC) to coordinate, enhance and promote international relations within City through the Plano Sister Cities, Inc. program.

Agency is prohibited from expending City funds for the following purposes:

1. Staff salary and benefits.
2. Licensing fees of any kind.
3. Underwriting, investments, stocks, bonds, or any financial obligation.
4. Interest and/or depreciation on loans, fines, penalties, or cost of litigation.

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EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Agency agrees to comply with the following terms and conditions:

- (1) All funds received from City and outside sources shall be reported and accounted for in a quarterly report which will include a financial report and the activities of the Agency.
- (2) All accounting procedures, records, and reports involving City funds shall be available for inspection by a duly authorized representative of the City of Plano. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City upon request.
- (3) Improper use of funds may result in the termination of the Agreement, forfeiture of any outstanding funds and/or recovery of previous payments.
- (4) Programs, activities, etc. funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, handicap, or political affiliation.
- (5) The Agency and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (6) The Agency shall comply with all Federal, State and Local conflict of interest laws, statutes, regulations, and said laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees and agents of City.
- (7) The Agency shall not endorse, support or oppose political candidates or political parties or otherwise interfere or participate in a partisan manner in any political matter internationally or in the United States of America.
- (8) None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propoganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

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- (9) The City shall have the right to review any and all contracts wherein City funds will be used prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests.
- (10) This Agreement may not be changed or adjusted without the prior approval of City Manager.

EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

PLANO SISTER CITIES, INC.

By: _____
(Signature)

(Print Name)

(Title)

Date: _____

STATE OF TEXAS
COUNTY OF _____

§
§
§
§
§

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2005.

Notary Public, State of Texas

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EXHIBIT "D"

City of Plano
Insurance Requirements
Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05		Reviewed by Legal <i>JD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 9/6/05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 9/12/05	
Agenda Coordinator (include phone #):		Pegues (7198) <i>[Signature]</i>	(Project No. 5627)		

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

CAPTION

Approval of contract to approve the terms and conditions of an engineering services contract by and between the City and Jones & Carter, Inc. in the amount of \$62,113 for Intersection Improvements – Spring Creek Parkway at K Avenue and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	457,690	175,000	500,000	1,132,690
Encumbered/Expended Amount	-457,690	-49,345	0	-507,035
This Item	0	-62,113	0	-62,113
BALANCE	0	63,542	500,000	563,542

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

COMMENTS: Funds are included in the re-estimated 2004-05 Street Improvement CIP. This item, in the amount of \$62,113, will leave a current year balance of \$63,542 for the intersection improvements project.

STRATEGIC PLAN GOAL: Intersection improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Jones & Carter, Inc. is for engineering design services for Intersection Improvements – Spring Creek Parkway at K Avenue to include the addition of double left turn lanes for all directions and dedicated right turn lanes for northbound, southbound and westbound traffic.

The contract fee is for \$62,113 and is detailed as follows:

Research & Data Collection	\$ 1,672
Design Survey	\$ 7,600
Right-of-Way and Concept Layout	\$ 4,910
Preliminary Design	\$ 22,763
Final Design	\$ 16,778
Bid Phase Services	\$ 2,804
Printing and other reimbursables	\$ 1,000
Construction Phase Services (including control staking)	\$ 2,286
Right-of-Way and Easement Documents	\$ 2,300
TOTAL	\$ 62,113

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CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$462,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

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INTERSECTION IMPROVEMENTS – SPRING CREEK PARKWAY AT K AVENUE

PROJECT NO. 5627

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS – SPRING CREEK PARKWAY AT K AVENUE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

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

XII. Cost Estimates Engineer's Opinion of Probable of Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This

Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

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

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

Theodore H. Gaertner, P.E.
Jones & Carter, Inc.
3030 LBJ Freeway #910
Dallas TX 75234

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

JONES & CARTER, INC.
A Texas Corporation

DATE: _____

BY: _____
Thomas M. Stroh, P.E.
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **THOMAS M. STROH, P.E., VICE PRESIDENT**, of **JONES & CARTER, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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**EXHIBIT A
SCOPE OF SERVICES**

**INTERSECTION IMPROVEMENTS
SPRING CREEK PARKWAY AT K AVENUE
PROJECT NUMBER 5627
CIP NUMBER 33-31392**

PROJECT DESCRIPTION:

This project consists of intersection improvements to the Spring Creek Parkway and K Avenue intersection in the City of Plano to include double left turn lanes for all directions and dedicated right turn lanes for northbound, southbound and westbound traffic.

BASIC SERVICES:

A. Research and Data Collection –

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

B. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project area. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 2-inches in diameter and larger, edges of pavements, irrigation valves, traffic signal control devices, and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Comcast Cable, Etc.).
4. Establish vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project area for the design.
5. Provide roadway cross-sections at a fifty-foot (50') interval relative to the project baseline and at all existing driveways affected by the construction. Full cross-sections will only be required on K Avenue. The only cross-sections required on Spring Creek Parkway will be half sections for the westbound lanes east of K Avenue. Cross-sections are for project design

review and quantity takeoffs and may not be a part of the final construction plan set.

6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Right-of-way and Easement Requirements –

1. Prepare an intersection concept layout plan primarily showing the existing back of curbs, the proposed back of curb layout and existing property lines. Other topography features located by survey shall be shown as background to the principal items on the plan. The plan shall be plotted on a single oversize sheet at a scale of 1" = 20' to an area of at least 100 feet beyond the limits of the proposed new pavement improvements.
2. Prepare a conceptual cost estimate for constructing the proposed intersection improvements.
3. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any).
4. Submit a plot of the intersection concept plan, a copy of the conceptual cost estimate and the preliminary list of right-of-way parcels and easements to the City of Plano.
5. Meet with the City of Plano Staff to review and approve the intersection layout. Also to determine easement and right-of-way requirements for preparation of field notes and exhibits.

D. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Quantity and general notes sheet.
 - Typical sections and detail sheet(s).
 - Construction phasing / temporary traffic control sheets (temporary traffic signals will not be required for this project). Scale 1"= 40'.
 - Paving plan sheets for street improvements. Scale 1"= 20'.
 - Final buttoning and signage plan. Scale 1"= 40'.
 - Traffic signal plans. Scale 1"= 20'.
 - Storm Water Pollution Prevention Plan sheets meeting TCEQ and City of Plano requirements. Scale 1"= 20'.

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

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.

3. Traffic signal plans will include, but not be limited to the following work in accordance with City of Plano criteria:
 - Design of temporary traffic control during construction.
 - Design of final pavement buttoning, signage and traffic controls.
 - Provide plans for Installation of new video detection signal controls provided by City design. Plans to show locations of video cameras (Cameras provided by the City), new or replacement control cables, cable conduit, and pull boxes.
 - Provide plans for Installation of replacement signal poles or structures affected by the new intersection improvements, new or replacement control cables, cable conduit, signal heads, and pull boxes.
5. Prepare an outline list of any special technical specifications needed for the project (if any).
6. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
7. Submit four sets of preliminary plans, two sets of cross-sections, outline list of special technical specifications and preliminary statement of probable construction cost to the City for review.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
9. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities. Copies of letters of transmittal shall be submitted to the City for project files.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the affected utility companies.
3. Show location of proposed traffic signal improvements (traffic signal bases, pull boxes and conduit) on paving plans.
4. Show relocation of street light bases, pull boxes and conduit on paving plans based on City design.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit four sets of pre-final plans, two sets of cross sections, an electronic copy (MS Word) of any special technical specifications, an electronic copy (MS Word) of the draft bid schedule and the final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.

11. Submit three sets of final black line prints, one set of cross-sections, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Submit one set of final black line prints and one bound copy of the bid document to the material testing lab designated by City of Plano for the project.
13. Attend a utility coordination meeting to start the relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. Provide a copy of all letters of transmittal to the City for the project records.

F. Bid Phase Services –

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

G. Construction Administration –

1. Provide written responses to requests for information or clarifications.
2. Review and approve shop drawings if any.
3. Assist the City staff in conducting the final inspection and recommend final acceptance of work when acceptable.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one black line set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to

enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SPECIAL SERVICES:

Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Set new iron pins at all new corners, PC's and PT's of any new right-of-way. Design fee to be based upon one parcel.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Design fee to be based upon one parcel.

EXHIBIT B

Activity	Duration (working days)
Notice to Proceed	0
Preliminary Design	35
City First Review	15-20
Final Design & Preparation of Special Conditions and Technical Specifications	15
City Second Review	15-20
Revise Final Plans & Specifications	5
City Final Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	90

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

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Exhibit C
COMPENSATION AND METHOD OF PAYMENT
Intersection Improvements - Spring Creek Parkway at K Avenue
Project Number 5627
CIP Number 33-31392

Jones & Carter, Inc. (J&C), in consideration for the defined scope of services outlined in Exhibit A, has prepared the following schedule of professional fees for the project. Our fee includes complete surveying and civil engineering services to perform the scope described in Exhibit A.

Item	Description	Proposed Fee
Basic Services		
A.	Research Data Collection and Kick-off Meeting	\$ 1,672
B.	Design Survey	\$ 7,600
C.	Right-of-way and Easement Requirements/Conceptual Layout	\$ 4,910
D.	Preliminary Engineering Design	\$ 22,763
E.	Final Engineering design	\$ 16,778
F.	Bid Phase Services	\$ 2,804
G.	Construction Phase Services	\$ 2,286
H.	Reimbursable Expenses	<u>\$ 1,000</u>
	Total Basic Services Fee:	\$ 59,813
Special Services		
1.	Right-of-way Documents (per parcel)	\$ 1,500
2.	Easement Documents (per tract)	<u>\$ 800</u>
	Total Special Services Fee:	<u>\$ 2,300</u>
	Total Project Fee:	\$ 62,113

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Basic Services - We will perform the professional engineering and surveying services listed in Exhibit A for a fee not to exceed the amount shown above and the work completed will be billed on an hourly rate basis in accordance with our attached current Schedule of Hourly Rates. Billings for work completed by our sub-consultant will be based on their invoiced amount plus 10 percent. Billings for Reimbursable expenses include outside services not performed by Jones & Carter, Inc. personnel. These outside services typically include, deed research, plan sheet reproduction, and deliveries. Charges for reimbursable expenses will be based on cost plus 10 percent.

Special Services – We will perform the special services outlined in Exhibit A for a fee not to exceed the amount shown above per document and the work completed will be billed on an hourly rate basis in accordance with our attached current Schedule of Hourly Rates.

Notes:

1. The fee shown on the preceding page is based on the agreed assumption that there are not any drainage issues requiring general re-grading and paving of multiple through lanes approaching or departing the intersection and thus there will be no need for any temporary signalization or detailed construction sequencing plans other than what is required for the usual traffic control plans. It is also agreed and understood that full cross-sections will only be required on K Avenue and that only partial cross-sections will be required for Spring Creek Parkway for the westbound lanes east of K Avenue as stated in the revised Exhibit A, Scope of Services.
2. Should there be any change required in the scope of services for this project, then a change to the total fee will be determined and submitted to the City for approval prior to performing any of the work required by the change in scope.

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 The Engineer covenants to save, defend, keep harmless and indemnify the City and all of its elected or appointed officials, agents and employees (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Engineer's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Engineer completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the Engineer after the City's final acceptance of the work.
- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.77 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.88 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.99 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception., in the same manner as described in 1.13 above.
- 1.10910 The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer/Vendor may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

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- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;:
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for one year. Final completion and acceptance of the work, with evidence of same filed with owner.
- iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
- vi. Personal Injury Liability including coverage for offenses related to employment;
- vii. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This Coverage required for any and all work involving drilling, excavation, etc.

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

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

2.2 Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$500,000/1,000,000
per claim ant and aggregate

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

Name of Engineering Firm

By: _____
Signature

(Print Name)

Title

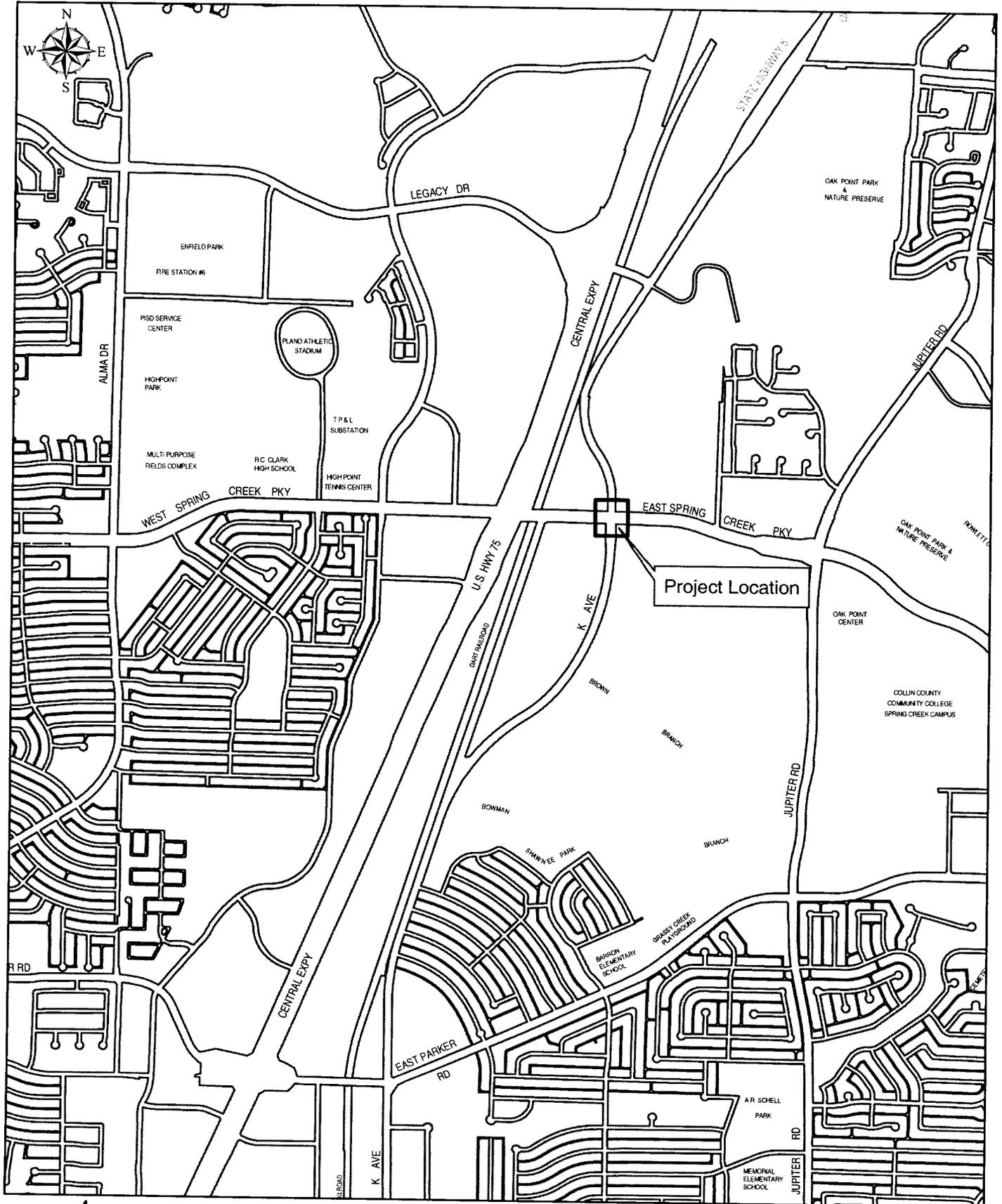
Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

INTERSECTION IMPROVEMENTS SPRING CREEK PARKWAY at K AVENUE PROJECT NO. 5627



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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/12/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch		Executive Director	9/2/05	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	9/2/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	(Project No. 5288)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

To GSWW, Inc., increasing the professional services contract by \$7,000 for Briarcreek Sanitary Sewer Capacity, Phase II, Contract Modification No. 2.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	0	600,000
Encumbered/Expended Amount	0	-488,304	0	-488,304
This Item	0	-7,000	0	-7,000
BALANCE	0	104,696	0	104,696

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

COMMENTS: Funds are included in the re-estimated 2004-05 Street Improvement CIP. This modification (increases the contract to exceed 25% of the original contract), in the amount of \$7,000, will leave a current year balance of \$104,696 for the Briarcreek Paving, Phase II project.

STRATEGIC PLAN GOAL: This paving project relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Additional design services are requested to address street drainage on Briarcreek Lane near the intersection of Greenbriar Lane as addressing of street drainage is warranted. Additional improvements determined to be warranted are street gutter improvements.

The original contract amount was \$139,500. The Engineering Department is seeking City Council approval of this second modification because we have exceeded 25% of the original contract amount with GSWW, Inc. The revised contract amount is \$191,140.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Contract Modification	N/A

CONTRACT MODIFICATION NO. 2

**BRIARCREEK SANITARY SEWER CAPACITY, PHASE II
PROJECT NO. 5288**

**PURCHASE ORDER NO. 102477
CIP NO. 33-31444-8321**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City") and **GSWW, Inc.** (hereinafter "Consultant") dated January 21, 2003, 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:

1. See attached Exhibit "A" Scope of Services

Such services shall require an additional month for design, therefore the anticipated completion date shall be one month from City Authorization to proceed. Original Engineering completion date was April 21, 2004. Contract Modification No. 2 completion date shall be October 12, 2005.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$7,000 (\$4,900 engineering, \$2,000 surveying, & \$100 for printing reimbursables). 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.

k-2

Original Contract Amount	<u>\$ 139,500.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 184,140.00</u>
Amount, Modification No. 2	<u>\$ 7,000.00</u>
Revised Contract Amount	<u>\$ 191,140.00</u>
Total Percent Increase Including Previous	<u>37.02%</u>

CITY OF PLANO
OWNER

GSWW, INC
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Dr. Steve D. Sanders, P.E.

Print
Title: City Manager

Print
Title: Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

R-3

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2005, by Dr. Steve D. Sanders, P.E., Vice President, of GSWW, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 200____, by Thomas H. Muehlenbeck, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

R-4

Exhibit "A"
SCOPE OF SERVICES

CONTRACT MODIFICATION NO. 2
BRIARCREEK SANITARY SEWER CAPACITY, PHASE II
PURCHASE ORDER NO. 102477
CIP NO. 34-46685-8321

PART I - PRELIMINARY ENGINEERING

A. Data Acquisition
(NOT USED)

B. Design Survey

1. Furnish topographic survey of the newly constructed Briarcreek Lane from Greenbriar to station 11+50. Sections will be taking at each concrete joint (approximately every 20 feet). We will pick-up curbs, sidewalks, ramps, inlets, water meters and sanitary sewer cleanouts.

C. Preliminary Design
(NOT USED)

PART II - FINAL DESIGN

1. Revise plans to account for revised field conditions and obtain better drainage in the area.
2. Incorporate comments from the City Staff.
3. Finalize plan for proposed improvements.
4. Prepare final quantities.
5. Submit three sets of final black line prints to the City of Plano.

PART III - BID PHASE SERVICES
(NOT USED)

PART IV - CONSTRUCTION ADMINISTRATION
(NOT USED)

PART V - SPECIAL SERVICES

A. Reimbursables

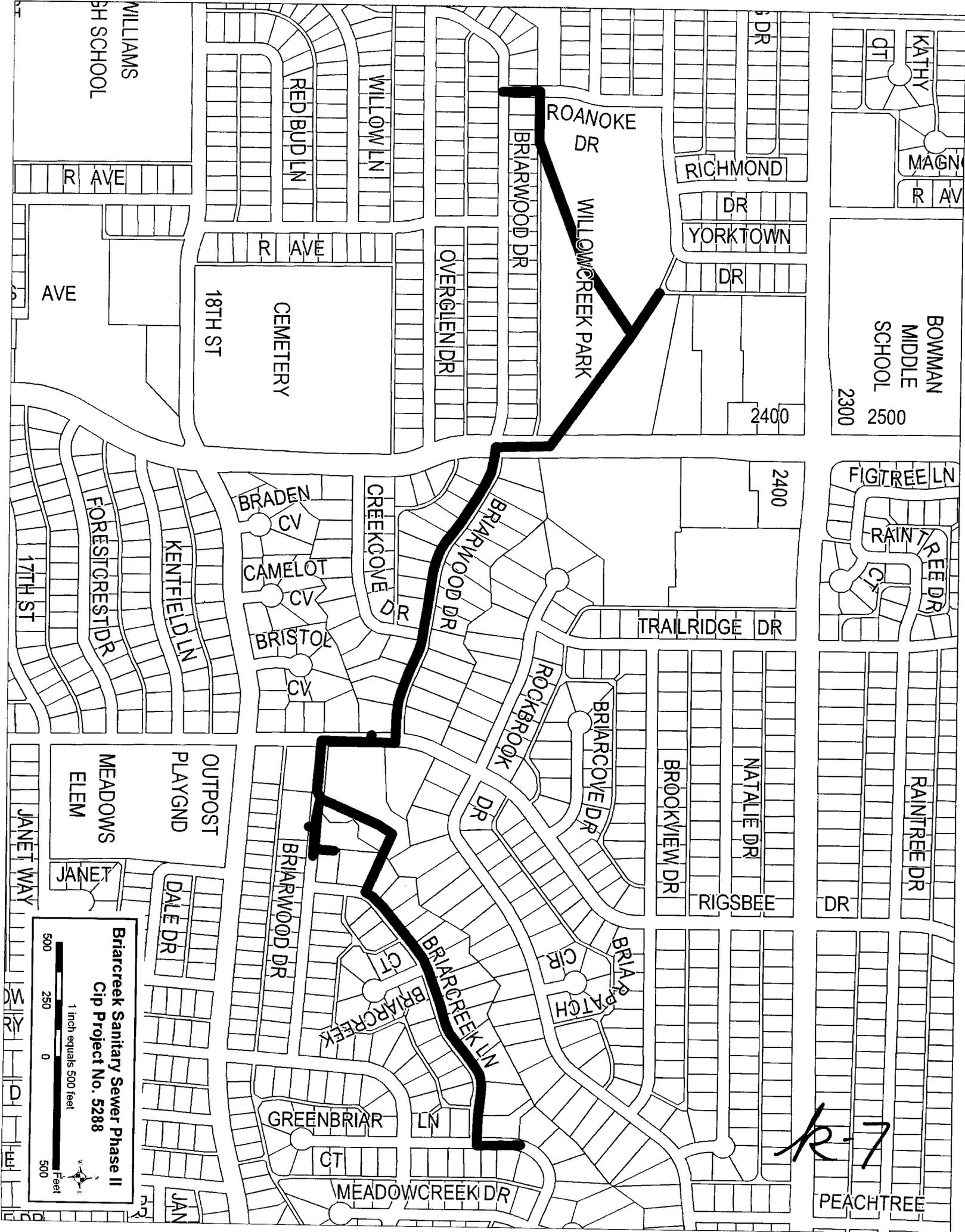
1. Provide compensation for reimbursables such as mileage, reproduction, and couriers.

R-5

PART VI - SERVICES NOT INCLUDED

1. Computer modeling and routing of wastewater flows.
2. Title searches
3. Environmental impact statements or assessments.
4. Fees for permits and advertising.
5. Traffic engineering report or studies.
6. Floodplain reclamation plans.
7. Full time inspection.
8. Designs for trench safety.
9. Structures: retaining walls, etc. not included in proposal (engineering services includes one sanitary sewer aerial crossing).
10. Revisions to plans as a result of revisions after completion of original final design (unless to correct error or omissions on the plans).
11. Consulting services by others not specifically included in this proposal.
12. Quality control and testing services during construction.
13. Internal inspection of facilities.
14. Construction staking.
15. Existing Utility service locating.
16. Sanitary sewer capacity analysis.
17. Storm Drainage design.
18. Internal inspection of sanitary sewer lines.
19. Review of contractor's monthly and final payment request and preparation of monthly pay estimates.
20. Drainage area or storm sewer design
21. Roadway or driveway cross sections
22. Geotechnical Investigation
23. Construction Control Survey
24. Aerial crossing design
25. Drainage Map revisions
26. Drainage calculations

R-6



Briarcreek Sanitary Sewer Phase II
 CIP Project No. 5288



R-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>9/16/05</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5216	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Phillips Swager Associates, increasing the professional architectural services contract by \$14,000 for The W.O. Haggard Library Expansion, Contract Modification #3				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		703,004	3,187,000	0
Encumbered/Expended Amount		-703,004	-3,143,301	0
This Item		0	-14,000	0
BALANCE		0	29,699	0
FUND(S): LIBRARY FACILITIES CIP				
COMMENTS: Funds are included in the Re-Estimated 2004-05 Library Facilities CIP. This modification (increases the contract to exceed 25% of the original contract), in the amount of \$14,000, will leave a current year balance of \$29,699 for the Haggard Library Expansion project.				
STRATEGIC PLAN GOAL: The Haggard Library Expansion project relates to the City's Goals of Premier City for Families.				
SUMMARY OF ITEM				
Additional design services are required for the courtyard wall cap and additional reimbursable expenses are required for modifications to the mechanical system and building structure in connection with the W.O. Haggard Library Expansion. The original contract amount was \$303,250. The Engineering Department is seeking City Council approval of the \$14,000 modification because with this third modification the total percent increase is 33.72%. The revised contract amount is \$405,501.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		

l-1

CONTRACT MODIFICATION

**W.O. HAGGARD LIBRARY EXPANSION
PROJECT NO. 5216**

**PURCHASE ORDER NO. 102619
CIP NO. 27-17107**

This shall serve as a third Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Phillips Swager Associates, Inc. (hereinafter "Consultant") dated May 21, 2002 for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

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

Increases the contract by \$14,000 for additional design work regarding the courtyard wall cap and additional design associated with HVAC system and for and associated reimbursables.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$14,000. 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.

l-2

Original Contract Amount	<u>\$ 303,250.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 391,501.00</u>
Amount, Modification No. 3	<u>\$ 14,000.00</u>
Revised Contract Amount	<u>\$ 405,501.00</u>
Total Percent Increase Including Previous	<u>33.72%</u>

CITY OF PLANO

PHILLIPS SWAGER ASSOCIATES,
INC.

OWNER

CONSULTANT

By: _____

(signature)

By: Denelle C. Wrightson

(signature)

Print

Name: Thomas H. Muehlenbeck

Print

Name: Denelle C. Wrightson

Print

Title: City Manager

Print

Title: Director of Library Architecture

Date: _____

Date: August 25, 2005

APPROVED AS TO FORM:

By: _____

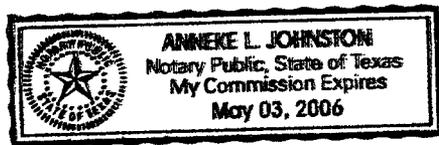
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 25 day of August, 2005, by DENELLE C. WRIGHTSON, DIRECTOR OF LIBRARY ARCHITECTURE, of **PHILLIPS SWAGER ASSOCIATES, INC.**, a Texas corporation, on behalf of said corporation.



Anneke L. Johnston
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2005, 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

l-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 9/2/05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 9/2/05
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 4584-1	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER <small>oversize participation</small>				
CAPTION				
Approving and authorizing reimbursement to Beazer Homes Texas, L.P. for oversize participation for paving improvements associated with construction of McDermott Road and Preston Meadow in the amount of \$54,257.48.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		942,949	1,324,000	600,000
Encumbered/Expended Amount		-942,949	-942,534	0
This Item		0	-54,257	0
BALANCE		0	327,209	600,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are available in the 2004-05 Street Improvement CIP. This item, in the amount of \$54,534, will leave a current year balance of \$327,209 for Oversize Reimbursements.				
STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Beazer Homes Texas, L.P. is due for oversize paving improvements in McDermott Road and Preston Meadow. The construction has been inspected and found to be in conformance with the executed Agreement.				
Staff recommends the City Council authorize payment for the oversize participation.				
List of Supporting Documents: Memo dated 08/24/05 from Chief Engineer Letter dated 01/26/00 from City Engineer Exhibits A & C Location Map			Other Departments, Boards, Commissions or Agencies n/a	

M-1

MEMORANDUM

Date: August 24, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: McDermott Road & Preston Meadow
Project No. 4584-1

It has been five years since the acceptance of the public improvements in this addition. In accordance with our Subdivision Improvement Agreement dated May 14, 1999, the remaining oversize paving reimbursement in the amount of \$54,257.48 is due to Beazer Homes Texas, L.P. Total City participation in this project is \$165,646.67

Reimbursement due:	\$54,257.48
Prior reimbursements:	<u>\$111,389.19</u>
Total City Participation:	<u>\$165,646.67</u>

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development

M-2



January 26, 2000

Beazer Homes Texas, L.P.
1231 Greenway Suite 400
Irving, Texas 75078

Re: McDermott Road & Preston Meadow Drive (Project # 4584-1)

Gentlemen:

A final inspection of the water, paving and drainage improvements as shown on plans prepared by Huitt Zollars, Inc. has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

Maintenance Bonds have been received from Cullum Construction Company, Inc., and Site Concrete Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Building Permits are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan L. Upchurch, P.E.
City Engineer

rc

xc: Van Tran, Chief Plans Examiner
Dale Pettit, Streets Supervisor
Phillip McCluskey, Utility Operations
Jim Fox, Park Services Manager
Pat Barth, Mapping and Information Tech
Warren Laney, Senior Construction Inspector
Engineering File
Huitt Zollars, Inc.
Cullum Construction Co. Inc.
Site Concrete, Inc.
TXU Electric & Gas
GTE
Southwestern Bell

Tran Longstreet
Mayor

Mark Bode
Mayor Pro tem

Mark Neudorff
Deputy Mayor Pro tem

Greg Stahel
Place 1

John Evans
Place 2

John Dyer
Place 3

Steve Stovall
Place 5

John R. Roach, Jr.
Place 7

Thomas H. Muehlenbeck
City Manager

EXHIBIT "A"
OVERSIZE PARTICIPATION
McDERMOTT ROAD and PRESTON MEADOW DRIVE

McDERMOTT ROAD

PAVEMENT IMPROVEMENTS

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
8" 5,000 psi Conc. Paving w/ Integral Curb	3,017 S.Y.	\$ 22.50/S.Y.	\$ 67,882.50
Lime Subgrade Preparation	3,384 S.Y.	\$ 1.55/S.Y.	\$ 5,245.20
Lime Material	47 TON	\$ 92.00/TON	\$ 4,324.00
Sawcut & Remove Exist. Curb w/Butt Joint	54 L.F.	\$ 10.00/L.F.	\$ 540.00
Concrete Street Header	6.5 L.F.	\$ 10.00/L.F.	\$ 65.00
		SUBTOTAL	\$ 78,056.70

**TRAFFIC SIGNAL/ STREET LIGHT CONDUITS & PULL BOXES IMPROVEMENTS
(COIT & McDERMOTT)**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
Pull boxes	4 EA	\$370.00/EA	\$ 1,480.00
2" PVC Conduit	140 L.F.	\$ 6.00/L.F.	\$ 840.00
Concrete Street Header	185 L.F.	\$ 8.00/L.F.	\$ 1,480.00
		SUBTOTAL	\$ 3,800.00

EXCAVATION

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
14" Depth of Excavation	1,173 C.Y.	\$ 2.65/C.Y.	\$ 3,108.45

Engineering Costs (6%) = 0.06 x (\$78,056.70 + \$3,800.00 + \$3,108.45) = \$ 5,097.91

CITY PARTICIPATION ON McDERMOTT ROAD = (\$ 84,965.15 + \$ 5,097.91) = \$ 90,063.06

PRESTON MEADOW DRIVE

PAVEMENT IMPROVEMENTS

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
7" 4,200 psi Conc. Paving w/ Integral Curb	498 S.Y.	\$ 21.00/S.Y.	\$ 10,458.00
Lime Subgrade Preparation	562 S.Y.	\$ 1.55/S.Y.	\$ 871.10
Lime Material	8 TON	\$ 92.00/TON	\$ 736.00
		SUBTOTAL	\$ 12,065.00

EXCAVATION

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
13" Depth of Excavation	194 C.Y.	\$ 2.65/C.Y.	\$ 514.10

Engineering Costs (6%) = 0.06 x (\$12,065.00 + \$514.10) = \$ 754.75

CITY PARTICIPATION ON PRESTON MEADOW DRIVE = (\$ 12,579.10 + \$ 754.75) = \$ 13,333.85

M-4

EXHIBIT "A" (CONT'D)
OVERSIZE PARTICIPATION
McDERMOTT ROAD and PRESTON MEADOW DRIVE

STREET CROSSING CULVERT IMPROVEMENTS
(25% Participation)

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>PARTICIPATION COST</u>
6'x10' Reinforced Conc. Box Culvert (MC 10-2)	695 L.F.	\$241.45/L.F.	\$ 167,807.75x0.25= \$ 41,951.94
Concrete Headwall/Wingwall	38 S.Y.	\$539.00/S.Y.	\$ 20,482.00x0.25= \$ 5,120.50
Culvert Railing	190 L.F.	\$ 38.50/L.F.	\$ 7,315.00x0.25= \$ 1,828.75
Concrete Culvert Aprons	1,310 S.F.	\$ 30.00/S.F.	\$ 39,300.00x0.25= \$ 9,825.00
		SUBTOTAL	\$ 58,726.19

Engineering Costs (6%) = 0.06 x (\$58,726.19) = \$ 3,523.57

CITY PARTICIPATION ON STREET CROSSING CULVERT = (\$58,726.19 + \$3,523.57) = \$ 62,249.76

TOTAL CITY PARTICIPATION = (\$90,063.06 + \$13,333.85 + \$62,249.76)
= \$ 165,646.67

M-5

EXHIBIT "C"
TOTAL ROAD COST

#	Description	Quantity	Units	Cost	Total Cost
Grading					
1.	Site Clearing & Stripping	4,470	AC	\$ 1,000.00	\$ 4,470.00
2.	Cut & Fill (Unclassified Excavation)	6,000	CY	\$ 2.65	\$ 15,900.00
3.	Erosion Control - Straw Dike	50	LF	\$ 12.00	\$ 600.00
4.	Erosion Control - Silt Fence	7,250	LF	\$ 1.30	\$ 9,425.00
5.	Erosion Control - Construction Entrance	2	EA	\$ 1,750.00	\$ 3,500.00
6.	Erosion Control - Grass Seeding	4,500	SY	\$ 0.73	\$ 3,285.00
7.	Erosion Control - Stone Silt. Dam	60	CY	\$ 85.00	\$ 5,100.00
8.	Import Fill (<2 Miles)	20	CY	\$ 6.75	\$ 135.00

Total Cost \$ 42,415.00

Paving					
1.	8" 5000 PSI Conc. w/ 6" Curb	9,585	SY	\$ 22.50	\$ 215,662.50
2.	7" 4200 PSI Conc. w/ 6" Curb	2,736	SY	\$ 21.00	\$ 57,456.00
3.	6" 8% Lime Stab. Subgrade Prep.	13,480	SY	\$ 1.55	\$ 20,894.00
4.	Lime Material (36 lb/sy)	243	TON	\$ 92.00	\$ 22,356.00
5.	Straw Dike and Dep. Curb	40	LF	\$ 3.50	\$ 140.00
6.	Signing & Striping	1	LS	\$ 10,000.00	\$ 10,000.00
7.	Sawcut & Remove Curb	103	LF	\$ 10.00	\$ 1,030.00
8.	Barrier Free Ramps	3	EA	\$ 500.00	\$ 1,500.00
9.	Concrete Street Header	25	LF	\$ 10.00	\$ 250.00
10.	Intersection Traffic Signal Conduit & Pull Boxes	1	EA	\$ 3,800.00	\$ 3,800.00

Total Cost \$ 333,088.50

Utilities					
1.	8" PVC Sanitary Sewer	137	LF	\$ 18.54	\$ 2,539.98
3.	5' Diameter Manhole	2	EA	\$ 1,691.80	\$ 3,383.60
	Rock Excavation	100	CY	\$ 2.07	\$ 207.00
SUBTOTAL SANITARY SEWER					\$ 6,130.58
1.	18" Class III RCP	194	LF	\$ 25.32	\$ 4,912.08
2.	24" Class III RCP	156	LF	\$ 32.42	\$ 5,057.52
3.	30" Class III RCP	292	LF	\$ 40.98	\$ 11,966.16
4.	36" Class III RCP	13	LF	\$ 56.50	\$ 734.50
5.	48" Class III RCP	155	LF	\$ 86.77	\$ 13,449.35
6.	54" Class III RCP	402	LF	\$ 109.84	\$ 44,155.68
7.	10' Type I Curb Inlet	2	EA	\$ 2,024.00	\$ 4,048.00
8.	10' Recessed Curb Inlet	4	EA	\$ 2,189.00	\$ 8,756.00
9.	Temporary Wye Inlet	3	EA	\$ 1,463.00	\$ 4,389.00
10.	Wye Connection (18"x18")	1	EA	\$ 62.92	\$ 62.92
11.	Wye Connection (30" x 24")	1	EA	\$ 65.34	\$ 65.34
12.	Wye Connection (36" x 24")	1	EA	\$ 67.76	\$ 67.76
13.	Wye Connection (48" x 18")	3	EA	\$ 71.50	\$ 214.50
14.	Wye Connection (54" x 18")	3	EA	\$ 73.92	\$ 221.76
15.	Wye Connection (54" x 24")	2	EA	\$ 73.92	\$ 147.84
16.	Sediment Filter Inlet Top	6	EA	\$ 128.70	\$ 772.20
17.	Straw Dike for Inlet	60	LF	\$ 23.10	\$ 1,386.00
18.	Rock Excavation	500	CY	\$ 2.07	\$ 1,035.00
19.	Type B Headwall for 30" RCP	2	EA	\$ 1,562.00	\$ 3,124.00
20.	Type B Headwall for 36" RCP	1	EA	\$ 1,632.40	\$ 1,632.40
21.	Type B Headwall for 54" RCP	1	EA	\$ 1,727.00	\$ 1,727.00
22.	Type A Stone Rip-Rap	500	CY	\$ 48.62	\$ 24,310.00
23.	10'x6' Reinforced Conc. Box Culvert	695	LF	\$ 241.45	\$ 167,807.75
24.	Parallel Wingwall - Normal	38	CY	\$ 539.00	\$ 20,482.00
25.	Concrete Culvert Rail	190	LF	\$ 124.00	\$ 23,560.00
26.	Concrete Culvert Aprons	1,972	LF	\$ 30.00	\$ 59,160.00
27.	24" RCP Pipe Plugs	2	EA	\$ 176.00	\$ 352.00
28.	18" RCP Pipe Plugs	1	EA	\$ 176.00	\$ 176.00

SUBTOTAL DRAINAGE IMPROVEMENTS

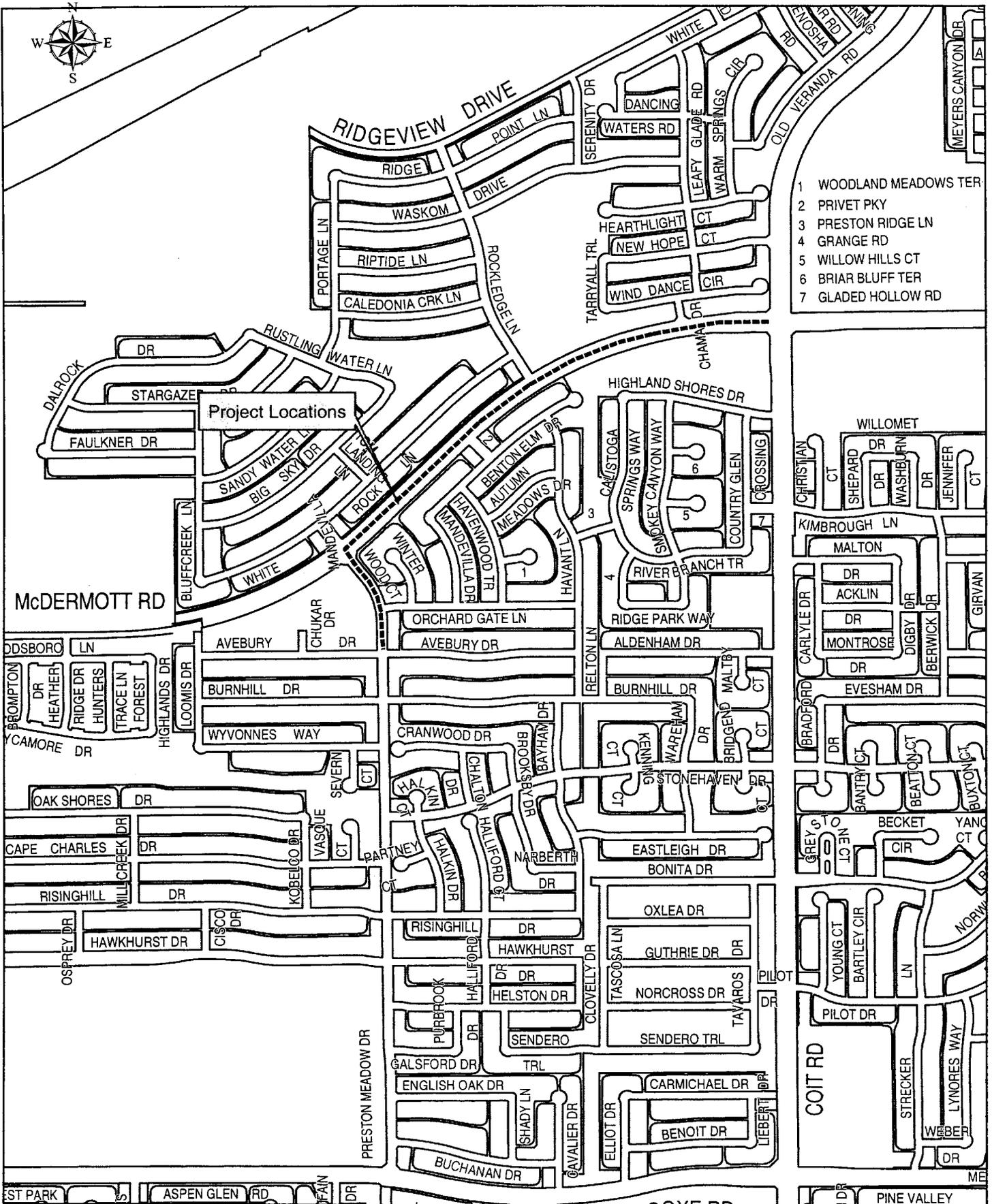
\$ 403,772.76

TOTAL ROAD COSTS

\$ 785,406.84

M-6

McDERMOTT ROAD & PRESTON MEADOW DRIVE



LOCATION MAP

M-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 09/12/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	9/12/05		
Dept Signature:	<i>Alan Upchurch</i>	City Manager	9/13/05		
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5367			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REIMBURSEMENT OF OVERSIZE					
CAPTION					
Approving and authorizing reimbursement to The Village at Prestonwood, L.P. for oversize participation for paving improvements in Marsh Lane associated with construction of the Village at Prestonwood Addition, in the amount of \$131,526.65.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		942,949	1,324,000	600,000	2,866,949
Encumbered/Expended Amount		-942,949	-942,534	0	-1,885,483
This Item		0	-131,527	0	-131,527
BALANCE		0	249,939	600,000	849,939
FUND(s): STREET IMPROVEMENT CIP					
COMMENTS: Funds are available in the 2004-05 Street Improvement CIP. This item, in the amount of \$131,527, will leave a current year balance of \$249,939 for Oversize Reimbursements.					
STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.					
SUMMARY OF ITEM					
In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to The Village at Prestonwood, L.P. is due for oversize paving improvements in Marsh Lane associated with construction of the Village at Prestonwood Addition. The construction was inspected and found to be in conformance with the executed Agreement. The Developer in this instance constructed much more roadway than they were required to build by the terms of the Subdivision Ordinance, therefore, Engineering staff is requesting Council approval to reimburse Developer for all off-site oversize improvements on this Project at this time/					
Staff recommends the City Council authorize payment for the oversize participation					
List of Supporting Documents: Memo dated 08/29/05 from Chief Engineer Letter dated 08/26/05 from City Engineer Exhibits A & C Location Map			Other Departments, Boards, Commissions or Agencies n/a		

71-1

MEMORANDUM

Date: August 29, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development
Subject: Village at Prestonwood Addition
Project No. 5367



We have now accepted the improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated November 3, 2003 reimbursement for oversize paving in the amount of \$131,526.65 is due to the Village at Prestonwood, L.P.

On-site paving reimbursement (50%)	\$63,260.33
Off-site paving reimbursement (50%)	\$63,260.32
Additional traffic buttons on east side of Marsh	\$5,006.00
Total	<u>\$131,526.65</u>

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development

11-2



August 26, 2005

- Pat Evans
Mayor
- Ken Lambert
Mayor Pro Tem
- Scott Johnson
Deputy Mayor Pro Tem
- Shep Stahel
Place 1
- Loretta Ellerbe
Place 3
- Sally Magnuson
Place 4
- Harry LaRosiliere
Place 5
- Jean Callison
Place 7
- Thomas H. Muehlenbeck
City Manager

The Village @ Prestonwood LP
5207 McKinney Avenue, Suite 12
Dallas, Texas 75205

**Re: Village at Prestonwood, Lot 1, Block A
2601 Marsh Land
Project No. 5367**

Gentlemen:

A final inspection of the water, sanitary sewer, paving, and drainage improvements, as shown on plans prepared by Brockette/Davis/Drake, Inc., has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

A Maintenance Bond has been received from Llano Utility. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Certificates of Occupancy are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

- xc: Building Inspection - Keith Schmidt, Anthony Han, Charles Hart, Mamie Free, Cliff Bormann
 Planning - Charles Alexander, Melody Spencer
 Engineering - Warren Laney, Irene Pegues
 Public Works - Dale Pettit
 Utility Operations - David Ratcliff
 Parks - Jim Fox
 Verizon
 Southwestern Bell (2 locations)
 Brockette/Davis/Drake
 Llano Utility

BROCKETTE-DAVIS-DRAKE, inc
 Consulting Engineers
 Civil - Surveying
 4144 N. Central Expressway, Ste 1100
 Dallas, Texas 75204
 214-824-3647 Fax: 214-824-7064

CONSTRUCTION COST ESTIMATE

Date: 10/28/2003
 Proj # C03020

EXHIBIT "A"

Project Description: Marsh Ln from Plano Pkwy to City Limit
 By: Jim Riley

Item No.	Description	Unit	Quantity	Unit Price	Amount
	PAVING				
*	Unclassified street excavation	CY	1003	7.00	\$ 7,021.00
*	8" 5000psi concrete pavement with #3 @ 24" ocev and integral curb	SY	1206	36.00	\$ 43,416.00
*	8" 5000psi concrete pavement with #3 @ 24" ocev and integral curb (LTL to Palm Aire)	SY	359	36.00	\$ 12,924.00
*	8" 5000psi concrete pavement with #3 @ 24" ocev and integral curb (LTL & RTL to Plano Parkway)	SY	1016	36.00	\$ 36,576.00
*	Lime stabilization with 6"-6% lime	SY	2821	4.00	\$ 11,284.00
*	Landscape Ramp (Palm Aire/Plano Parkway)	Ea	2	750.00	\$ 1,500.00
*	Longitudinal butt-joint	LF	26.5	2.00	\$ 53.00
*	Street header	LF	6.5	25.00	\$ 162.50
*	Median Nose with brick paver (Palm Aire/Plano Pkwy)	SF	152	13.80	\$ 2,097.60
*	4" white button (Palm Aire LTL)	Ea	14	8.00	\$ 112.00
*	4"x4" C/C Acrylic reflect button (Palm Aire LTL)	EA	12	8.00	\$ 96.00
*	4" white button (Plano Parkway LTL/RTL)	Ea	64	8.00	\$ 512.00
*	4"x4" C/C Acrylic reflect button (Plano Parkway LTL/RTL)	EA	60	8.00	\$ 480.00
*	4" white button (NB Marsh Lane)	EA	124	8.00	\$ 992.00
*	4"x4" C/C Acrylic reflect button (NB Marsh Lane)	EA	31	8.00	\$ 248.00
*	24" white stop lane	LF	20	10.00	\$ 200.00
*	3'x6' crosswalk bar	EA	2	20.00	\$ 40.00
*	2" PVC conduit	LF	105	9.00	\$ 945.00
*	Pull box	EA	2	350.00	\$ 700.00

	Sub-Total				\$ 119,359.10
	6% Engineering Fee				\$ 7,161.55
	GRAND TOTAL				\$ 126,520.65

71-4

BROCKETTE-DAVIS-DRAKE, inc
 Consulting Engineers
 Civil - Surveying
 4144 N. Central Expressway, Ste 1100
 Dallas, Texas 75204
 214-824-3647 Fax: 214-824-7064

CONSTRUCTION COST ESTIMATE

Date: 10/28/2003
 Proj # C03020

EXHIBIT "C"

Project Description: Marsh Ln from Plano Pkwy to City Limit (TOTAL)
 By: Jim Riley

Item No.	Description	Unit	Quantity	Unit Price	Amount
	PAVING				
*	Unclassified street excavation	CY	3282	7.00	\$ 22,974.00
*	Saw cut	LF	400	2.00	\$ 800.00
*	Pavement removal	SF	1000	5.00	\$ 5,000.00
*	8" 5000psi concrete pavement w/#3 @ 24" ocev and integral curb	SY	5522	36.00	\$ 198,792.00
*	8" 5000psi concrete pavement w/#3 @ 24" ocev and integral curb (LTL to Palm Aire Drive)	SY	718	36.00	\$ 25,848.00
*	8" 5000psi concrete pavement w/#3 @ 24" ocev (temporary detour)	SY	220	36.00	\$ 7,920.00
*	Lime stabilization including 6"-6% lime	SY	6605	4.00	\$ 26,420.00
*	Lime stabilization including 6"-6% lime (temp detour)	SY	250	4.00	\$ 1,000.00
*	Landscape ramp	EA	3	750.00	\$ 2,250.00
*	Longitudinal butt joint	LF	400	2.00	\$ 800.00
*	Street header	LF	25	25.00	\$ 625.00
*	Sidewalk	SF	3200	3.10	\$ 9,920.00
*	Barrier Free Ramp	SF	180	6.00	\$ 1,080.00
*	Median nose w/brick paver	SF	228	13.80	\$ 3,146.40
*	4" white traffic button	EA	270	8.00	\$ 2,160.00
*	4"x4" C/C acrylic reflecting button	EA	124	8.00	\$ 992.00
*	6" yellow traffic button	EA	19	20.00	\$ 380.00
*	24" white stop line	LF	55	10.00	\$ 550.00
*	3'x6' crosswalk bar	EA	6	20.00	\$ 120.00
*	2" PVC conduit	LF	105	9.00	\$ 945.00
*	Pull box	EA	2	350.00	\$ 700.00
	STORM SEWER				
*	18" Class III RCP	LF	62	35.00	\$ 2,170.00
*	42" Class III RCP	LF	60	95.00	\$ 5,700.00
*	Connection to existing 24" RCP	EA	1	1,100.00	\$ 1,100.00
*	10' recessed curb inlet	EA	2	3,200.00	\$ 6,400.00
*	Saw cut	LF	45	2.00	\$ 90.00
*	Longitudinal butt joint	LF	45	2.00	\$ 90.00
*	Pavement repair	SY	51	36.00	\$ 1,836.00

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BROCKETTE-DAVIS-DRAKE, inc
 Consulting Engineers
 Civil - Surveying
 4144 N. Central Expressway, Ste 1100
 Dallas, Texas 75204
 214-824-3647 Fax: 214-824-7064

CONSTRUCTION COST ESTIMATE

Date: 10/28/2003
 Proj # C03020

EXHIBIT "C"

Project Description: Marsh Ln from Plano Pkwy to City Limit (TOTAL)

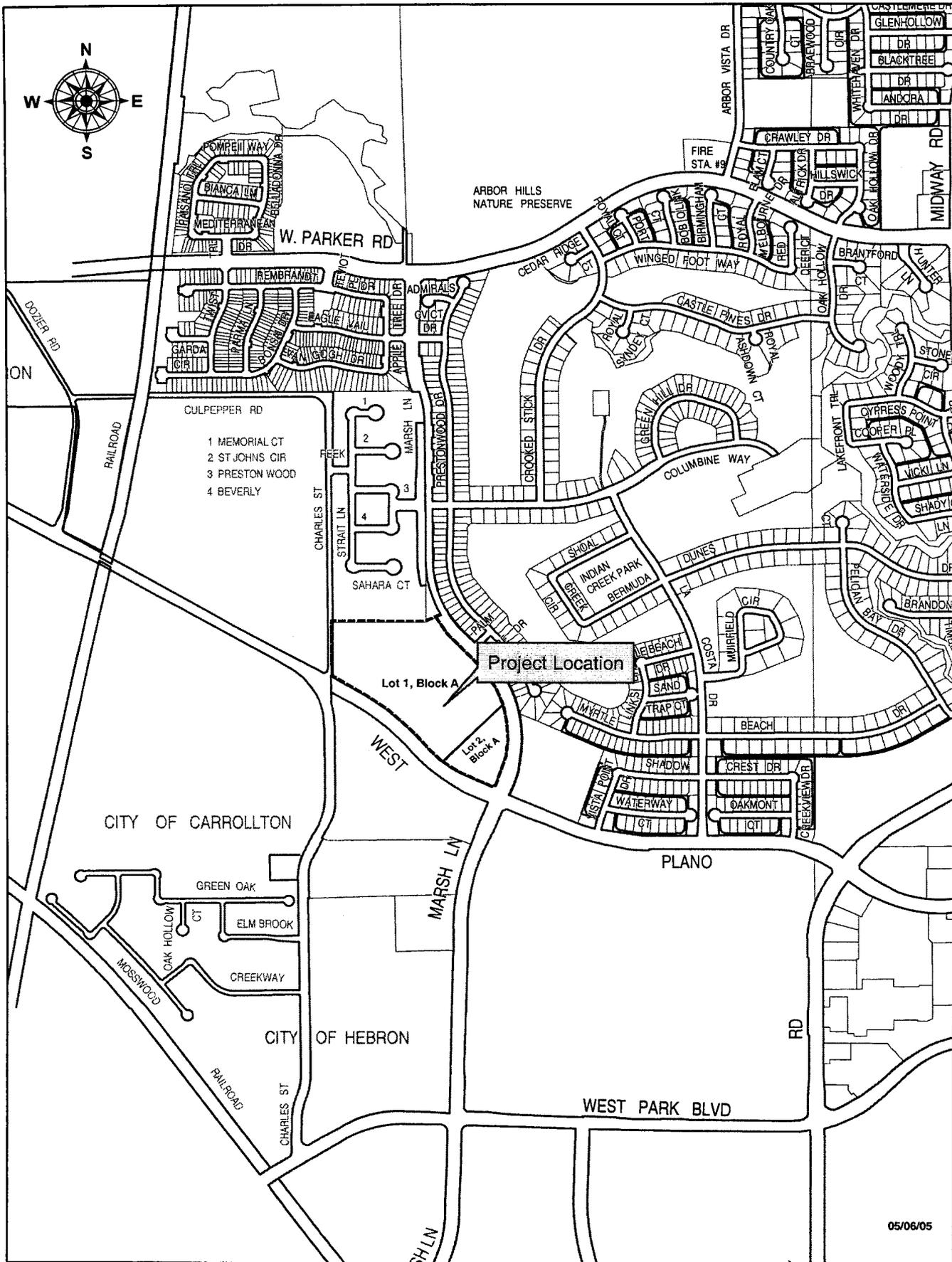
By: Jim Riley

WATER					
*	8" PVC water pipe	LF	240	19.00	\$ 4,560.00
*	6" PVC water pipe	LF	30	19.00	\$ 570.00
*	Connect to existing 12" with 12"x8" tee with 12" valve	EA	3	4,800.00	\$ 14,400.00
*	6" gate valve	EA	2	750.00	\$ 1,500.00
*	8" gate valve	EA	4	1,100.00	\$ 4,400.00
*	Fittings	Ton	0.5	2,800.00	\$ 1,400.00
*	Fire Hydrant	EA	2	1,500.00	\$ 3,000.00
*	Test	LS	1	750.00	\$ 750.00
*	Trench safety	LS	1	750.00	\$ 750.00

	Sub-Total				\$ 361,138.40
	GRAND TOTAL				\$ 361,138.40

71-6

VILLAGE AT PRESTONWOOD



LOCATION MAP

71-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Wade Chalmer</i>		City Manager	<i>RC</i>	<i>9/6/05</i>
Agenda Coordinator (include phone #): January M. Cook, Ext. 7376					

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

CAPTION

Cancellation of previous award and recommendation of award to next lowest responsive, responsible bid for an annual fixed price contract for AR-15 Semi-Automatic .223 Caliber Carbine Weapon Systems (2005-216-C).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05, 2005-06, 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): CRIMINAL INVESTIGATION FUND.

COMMENTS: This item approves price quotes and establishes a one-year contract with two optional one-year renewals. Expenditures will be made in the Criminal Investigation Fund for the Police Department within the approved annual budget appropriations. The estimated annual amount is \$42,100 for AR-15 Semi-Automatic .223 Caliber Carbine Weapon Systems.

STRATEGIC PLAN GOAL: Fixed Price Contracts for the purchase of weapons and accessories relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

On 8/8/05 Council approved award of Line Item 1 Weapon System for Contract No. 2005-216-C in the estimated annual amount of \$32,250.00 to Ameetec Arms, LLC. The City has since discovered that the weapon system offered by Ameetec Arms, LLC does not meet specifications. Staff recommends cancellation of contract with Ameetec Arms, LLC and recommends bid of Rock River Arms, Inc. in the estimated annual amount of \$42,100.00 be accepted as the lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with two City optional one year renewals for AR-15 Semi-Automatic .223 Caliber Carbine Weapon Systems to be utilized by the Police Department.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

0-2

CITY OF PLANO

BID NO. 2005-216-C

AR-15 SEMI-AUTOMATIC .223 CALIBER CARBINE WEAPON SYSTEMS AND ACCESSORIES

REVISED BID RECAP

Bid opening Date/Time:	07/13/2005 @ 4:00 PM
Number of Vendors Notified:	1043
Vendors Submitting "NO BIDS":	14
Vendors Non-Responsive to Specification:	Ameetec Arms, LLC (Item 1) Cavalry Arms Corp. (Item 1) Davidsons (Item 1)

<u>Responsive Bidders</u>	<u>Item 1</u>
Rock River Arms Inc.	\$42,100.00
GT Distributors	\$46,820.00
Tactical Rescue Gear, Ltd.	\$49,500.00
Keislars Police Supply	\$55,298.00

January M. Cook

9/6/05

January M. Cook, Senior Buyer

Date

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		9/12/05	Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director <i>[Signature]</i>	9/12/05	
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>	9/12/05	
Agenda Coordinator (include phone #):			Irene Pegues (7198) <i>[Signature]</i>	Project No. 5590	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Ratifying the terms and conditions of a Contract Modification by and between Huitt-Zollars, Inc. and the City of Plano in the amount of \$5,000 for investigation and recommendations pertaining to Railroad Quiet Zone Improvements at Park Vista Road; approving it's execution by the City Manager and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		9,120	575,000	100,000	684,120
Encumbered/Expended Amount		-9,120	-100,275	0	-109,395
This Item		0	-5,000	0	-5,000
BALANCE		0	469,725	100,000	569,725
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the Re-Estimated 2004-05 Street Improvement CIP. This modification (increasing the contract to exceed \$25,000), in the amount of \$5,000, will leave a current year balance of \$469,725 for the Railroad Crossing project.					
STRATEGIC PLAN GOAL: Railroad crossing replanking relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Additional design services are required for the addition of a Quiet Zone railroad crossing at the intersection of Park Vista Road and the KCS Railroad. The original contract amount was \$22,000. The Engineering Department is seeking City Council ratification of the \$5,000 modification because we have exceeded the amount of \$25,000 for the contract. The revised contract amount is \$27,000.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
N/A			N/A		

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF A CONTRACT MODIFICATION BY AND BETWEEN HUITT-ZOLLARS, INC. AND THE CITY OF PLANO IN THE AMOUNT OF \$5,000 FOR ADDITIONAL RAILROAD QUIET ZONE IMPROVEMENTS AT PARK VISTA ROAD; APPROVING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into a contract with Huitt-Zollars, Inc. dated March 21, 2005, for Professional Engineering Services related to the design of Railroad Quiet Zone Improvements at various railroad crossings in the City; and

WHEREAS, City staff has determined that it is necessary to add additional railroad quiet zone improvements at Park Vista Road; and

WHEREAS, in order to expedite the design of the railroad quiet zone improvements at Park Vista Road, the City Manager has approved a Contract Modification to the contract dated Mar 21, 2005 with Huitt-Zollars, Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement");,

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 ratified, and its execution by the City Manager approved.

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

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

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

DULY PASSED AND APPROVED this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

p-2

CONTRACT MODIFICATION

**RAILROAD QUIET ZONE IMPROVEMENTS-EAST PLANO/KCS & PLANO/BNSF
PROJECT NO. 5590**

**PURCHASE ORDER NO. 120369
CIP NO. 37753**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Huitt-Zollars, Inc. (hereinafter "Consultant") dated March 21, 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:

Development of Quiet Zone railroad crossing at the intersection of Park Vista Road and the KCS Railroad consisting of the following tasks:

One day of field topographic surveying to establish vertical & horizontal control, cross section Park Vista Road (60 ft. total width) at 50 ft. intervals 200 ft. north and south of the railroad, tie in existing features (trees 6" in diameter & larger, fences, culverts, railroad crossing). Process the filed data in the office to create a base topographic map with one foot contours for use in the design of the crossing.

Preparation of a plan profile drawing of the railroad crossing (scale 1" = 40'), cross sections of the proposed roadway (scale 1"=40' horiz. & 1"=10' vert.), calculate quantities for bidding, and prepare an estimate of probable construction cost for the improvements.

This work should be completed approximately 3 weeks after notice to proceed.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$5,000.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

MODIFICATION NO. 1

Railroad Quiet Zone Improvements - East Plano/KCS & Plano/BNSF

Project No. 5590

Page 2 of 3

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.

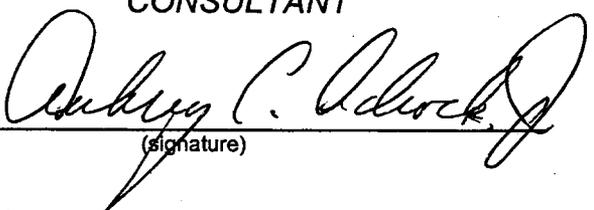
Original Contract Amount	<u>\$ 22,000.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 22,000.00</u>
Amount, Modification No. 1	<u>\$ 5,000.00</u>
Revised Contract Amount	<u>\$ 27,000.00</u>
Total Percent Increase Including Previous	<u>22.73%</u>

CITY OF PLANO
OWNER

HUITT-ZOLLARS, INC.
CONSULTANT

By: _____

(signature)

By:  _____

(signature)

Print
Name: _____

Print
Name: Aubrey C. Adcock, Jr., PE

Print
Title: _____

Print
Title: Senior Vice President

Date: _____

Date: August 17, 2005

APPROVED AS TO FORM:

By: _____

Diane C. Wetherbee, City Attorney

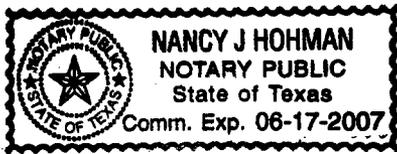
P-4

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 17th day of August, 2005, by Aubrey C. Adcock, Jr., PE, Senior Vice President of Huitt-Zollars, Inc., a Texas corporation, on behalf of said corporation.



Nancy J. Hohman
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 200____, by _____, _____, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

P-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal <i>PD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	9/6/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/6/05
Agenda Coordinator (include phone #): Irene Pegues X7198 <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Ratifying the terms and conditions of an agreement by and between Nedderman & Associates, Inc., and the City of Plano and approving its execution by the City Manager, and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	615,000	0	615,000
Encumbered/Expended Amount	0	-743,603	0	-743,603
This Item	0	0	0	0
BALANCE	0	-128,603	0	-128,603
FUND(S): CAPITAL RESERVE FUND				
COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$561,000, is included in the encumbrances as an emergency expenditure. The unforeseen expenditures have caused this account to exceed the Re-Estimated amount by \$128,603 for the Rowlinson Natatorium project. The overage will be funded out of the Capital Reserve fund balance.				
STRATEGIC PLAN GOAL: The emergency natatorium repairs relate to the City's Goals of Premier City for Families & Service Excellence.				
SUMMARY OF ITEM				
On or about March 28, 2005, several gluelam beams supporting the roof structure at the Rowlinson Natatorium failed creating a hazardous situation requiring the immediate closure of the building to make emergency repairs. The City hired Nedderman & Associates, Inc. for restoration of the failed gluelam beams, new roof system and new metal roof deck to repair the roof structure. The attached resolution allows for an agreement, in the amount of \$561,000.00 to perform the restoration of the gluelam beams at the Rowlinson Natatorium.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
NA		N/A		

Q-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING AND APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN NEDDERMAN & ASSOCIATES AND THE CITY OF PLANO IN THE AMOUNT OF \$561,000.00 FOR THE CONSTRUCTION OF THE ROWLINSON NATATORIUM GLUELAM BEAM RESTORATION PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS PREPARED BY THE CITY'S ARCHITECTS AND ENGINEERS; APPROVING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 28, 2005, several of the gluelam beams supporting the roof structure at the Rowlinson Natatorium failed creating a hazardous situation requiring the immediate closure of the building; and

WHEREAS, during the last five months the City engaged various architects and engineers to study the gluelam beam failure and to prepare recommendations, plans and specifications to repair the beams and the roof structure of the Rowlinson Natatorium; and

WHEREAS, the plans and specifications for the repairs are complete, and in accordance with the recommendation of Conley Engineering, the design engineer on the project, the City has contracted with Nedderman & Associates to make the repairs to the gluelam beams and to implement the roof structure repairs at the Rowlinson Natatorium; and

WHEREAS, the repair of the gluelam beams and roof structure at the Rowlinson Natatorium are due to unforeseen damage to public property and, therefore, is exempt from competitive bid pursuant to Section 252.022(a)(3) Tex.Loc.Govt. Code; and

WHEREAS, the City Council has been presented an agreement by and between Nedderman & Associates and the City of Plano, for construction of the Rowlinson Natatorium Gluelam Beam Restoration Project, 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 ratified, and its execution by the City Manager approved.

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

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

Q-2

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

DULY PASSED AND APPROVED this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

The agreement by and between Nedderman & Associates and the City of Plano for construction fo the Rowlinson Natatorium Gluelam Beam Restoration Project may be reviewed in the Engineering Department of the City of Plano.

Q-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan J. Upchurch		Executive Director	9/12/05	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	9/16/05	
Agenda Coordinator (include phone #): Irene Pegues X7198					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Ratifying the terms and conditions of an agreement by and between Conley Group, Inc., and the City of Plano and approving its execution by the City Manager, and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	615,000	0	615,000
Encumbered/Expended Amount		0	-743,603	0	-743,603
This Item		0	-2,900	0	-2,900
BALANCE		0	-131,503	0	-131,503
FUND(S): CAPITAL RESERVE FUND					
COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$32,200, is included in the encumbrances, and \$2,900 is a change order to increase the contract for the Rowlinson Natatorium project. This item and the other unforeseen emergency expenditures have caused this account to exceed the Re-Estimated amount by \$131,503 for the overall Rowlinson Natatorium project. The overage will be funded out of the Capital Reserve fund balance.					
STRATEGIC PLAN GOAL: The emergency natatorium repairs relate to the City's Goals of Premier City for Families & Service Excellence.					
SUMMARY OF ITEM					
On or about March 28, 2005, several glulam beams supporting the roof structure at the Rowlinson Natatorium failed creating a hazardous situation requiring the immediate closure of the building to make emergency repairs. The City hired Conley Group, Inc. to prepare construction plans, specifications, details and special provisions for long term repairs of the roof structure. The attached resolution allows for an agreement, in the amount of \$32,200.00 and first change order in the amount of \$2,900.00, between the City and Conley Group to perform necessary architectural services for restoration of the glulam beams at the Rowlinson Natatorium.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
NA		N/A			

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CONLEY GROUP, INC. AND THE CITY OF PLANO IN THE AMOUNT OF \$35,100 FOR THE PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS, AND OTHER RELATED ARCHITECTURAL SERVICES RELATED TO THE FAILED GLUELAM BEAMS AND REPAIR OF THE ROOF STRUCTURE AT THE ROWLINSON NATATORIUM; APPROVING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 28, 2005, several of the gluelam beams supporting the roof structure at the Rowlinson Natatorium failed creating a hazardous situation requiring the immediate closure of the building; and

WHEREAS, the City's Facilities Manager engaged the Conley Group, Inc, an architectural engineering firm, to prepare construction plans, specifications, details, special provisions and other related architectural services in connection with the failed gluelam beams and to make recommendations for long term repair of the roof structure; and

WHEREAS, the City Council has been presented an agreement by and between Conley Group, Inc. and the City of Plano, for design of the repair and restoration of the failed gluelam beams and roof structure at the Rowlinson Natatorium, 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 ratified, and its execution by the City Manager approved.

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

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

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Resolution No. _____

Page 2

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

DULY PASSED AND APPROVED this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**ROWLINSON NATATORIUM
GLUELAM BEAM RESTORATION**

PROJECT NO. 5606

ARCHITECTURAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **GLUELAM BEAM RESTORATION AT THE ROWLINSON NATATORIUM, 1712 AVENUE P** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

shall have the right to retain defense counsel on its own behalf, and Architect shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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



XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Facilities Maintenance Department
4850 E. 14th Street
Plano, Texas 75074

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

Greg Walterscheid
Strategic Accounts Manager
Conley Group
6363 N. State Highway 161, Suite 375
Irving, Texas 75063

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

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D. Successors and Assigns:

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

E. Severability:

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

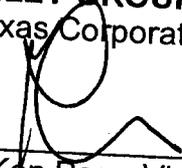
F. Effective Date:

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

SIGNED on the date indicated below.

CONLEY GROUP
A Texas Corporation

DATE: 6.29.05

BY: 
Ken Paar, Vice President

CITY OF PLANO, TEXAS

DATE: 6/29/05

BY: 
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:


Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 29 day of June, 2005, by Ken Paar, Vice President of **CONLEY GROUP**, a **TEXAS** corporation, on behalf of said corporation.



Jeri Harmon
Notary Public, State of Texas

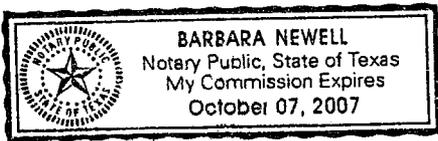
STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

This instrument was acknowledged before me on the 29 day of June, 2005, by **THOMAS H. MUEHLENBECK**, **City Manager** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Barbara Newell
Notary Public, State of Texas



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EXHIBIT "A"

ROWLINSON NATATORIUM GLUELAM BEAM RESTORATION DESIGN SERVICES

SCOPE OF SERVICES

The project consists of providing emergency design and repair of the roof structural members (gluelam beams) at the Rowlinson Natatorium. The City of Plano will provide a copy of the Investigation Services performed by others, which identifies and locates internal structural defects in the gluelam beams that resulted in closing the facility and erection of support structure to shore the beams.

The Conley Group will provide information, recommendations and guidelines for humidity control design for the building by a mechanical electrical engineer selected by the City of Plano.

The Conley Group will provide the following architectural services:

ITEM #1: DESIGN AND CONSTRUCTION DOCUMENTS

Develop design plans to establish the beam repair scope of work:

- Review of original construction documents
- Review of previous evaluation and testing reports to be provided by the City of Plano. Conley Group will rely on these reports and testing results to identify and locate internal structural defects in the gluelam beams.
- Confirm site conditions, Client parameters and requirements for beam repair.
- Prepare initial design and construction details for repair methods.
- Identify other building systems (ie, roof system, decking) that may be impacted by beam repairs.
- Evaluate project phasing, schedule and technical requirements.
- Prepare preliminary cost estimate and schedule for construction with assistance from City of Plano's designated contractor.

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After approval of proposed design and budgets, Conley Group will prepare 100% project design specifications and related construction documents for the repair of beams and impacted systems, including the repair of existing roofing leaks (existing roof system is under warranty):

- General Conditions
- Construction Contract and Procurement Documentation
- Testing and Inspection Procedures
- Site Use Procedures and Construction Phasing Restrictions
- Material Specifications
- Scope of Work and Execution Documents
- Installation, repair and Construction Details and Drawings

Conditions

- Scope/Fees do not include additional investigation or testing services. Our design effort will be based on the investigation results obtained by City of Plano to date.
- Fee assumes only minor repairs will be necessary to adjacent systems as a result of beam repairs. Scope/Fee does not include design services for total replacement of any systems (ie, roof, deck, beams or other)

ITEM #2: CONSTRUCTION ADMINISTRATION SERVICES

Conley Group will provide the following Construction Administration Services:

- Attend and provide technical support during Pre-bid meeting held by City of Plano.
- Provide, prior to construction, review of manufacturer's and subcontractor's submittal data and drawings, noting deficiencies of proposed construction.
- Conduct eight (8) site visits during construction to observe construction relative to design scope.
- Communicate and provide technical support to City of Plano and Contractor during construction.

Fee for Item #1 and 2: Fee for services to be invoiced per proposed schedule of professional fees per Exhibit C for a lump sum as shown.

Design and Construction Documents	\$26,400.00
Construction Administration (as noted)	\$ 5,800.00
TOTAL:	\$32,200.00

Fees do not include MEP, or environmental engineering services, or testing of any kind.

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EXHIBIT "B"

**ROWLINSON NATATORIUM
GLUELAM BEAM RESTORATION
DESIGN SERVICES**

SCHEDULE OF WORK

June 27, 2005 to July 25, 2005

Perform project design specifications and related construction documents for the repair of beams and impacted systems, including the repair of existing roof leaks. Prepare a preliminary cost estimate and schedule for construction.

July 25, 2005 to September 5, 2005

Perform construction administration services during construction as noted in Exhibit A.

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EXHIBIT "C"

**ROWLINSON NATATORIUM
GLUELAM BEAM RESTORATION
DESIGN SERVICES**

FEE SCHEDULE

PROPOSED SCHEDULE OF PROFESSIONAL FEES

Principal	\$150.00/hour
Architect/Engineer/Consultant	\$115.00/hour
Senior Project Manager	\$105.00/hour
Project Manager	\$ 95.00/hour
Senior Site Observer	\$ 65.00/hour
Site Observer	\$ 55.00/hour
Draftsman	\$ 50.00/hour
Clerical	\$ 50.00/hour

Fees have been projected based on rates outlined. Fee for project will be invoiced as follows against the lump sum total of \$32,200.00.

Design Services	\$26,400.00
Pre-Bid Meeting and Submittal Review	\$5,800.00

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EXHIBIT "D"

ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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- vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.
- 2.2 Professional Errors and Omissions

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

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

ARCHITECTURE**City of Plano - Insurance Checklist**

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input type="checkbox"/> 5. General aggregate applies per project (CGL)	<i>Carrier will not include Per Project- Coverage includes limits of \$1mm/\$2mm agg with a \$5mm Umbrella.</i>
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim and aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence

Architectural Services Agreement
Rowlinson Natatorium Gluelam Beam Restoration
(Project Number 5606)

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M:\Contracts 04-05\Conley-PSA-Architectural (Natatorium)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/05

PRODUCER
HRH Insurance
5520 LBJ Freeway, Sixth Floor
Dallas, TX 75240
972 385-9922

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

INSURED
CONLEY GROUP, INC.
6363N STATE HWY 161, SUITE 375
IRVING, TX 75038

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Insurance Company	25658
INSURER B:	Travelers Indemnity of Illinois	25674
INSURER C:	Travelers Indemnity of Connecticut	25682
INSURER D:	Continental Casualty Company	20443
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP910H343604	08/26/04	08/26/05	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CAP536K097402	08/26/04	08/26/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	CUP910H4304	08/26/04	08/26/05	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7792W10404	08/26/04	08/26/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
D		OTHER Professional	MCA133324231	08/26/04	08/26/05		\$1,000,000 per claim \$1,000,000 Aggregate \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Insured applicable to Certificate Holder in regard to General Liability where required by written contract. Waiver of Subrogation applies to Workers Compensation where required by written contract.
 PROJECT #5606 Rowlinson Natatorium Glulam Beam Restoration, 1712 Avenue P, Plano, TX.

CERTIFICATE HOLDER

City of Plano Facilities Dept.
Attn: Amy
1520 Ave. K
Plano, TX 75074

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patrick G. B... ..

12-20

IMPORTANT

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

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

DISCLAIMER

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

R-21

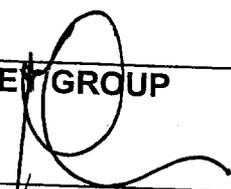
EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

CONLEY GROUP

By: 

Ken Paar, Vice President

Ken Paar

(Print Name)

Vice President

Title

6.29.05

Date

STATE OF TEXAS

§
§
§

COUNTY OF Dallas

SUBSCRIBED AND SWORN TO before me this 29 day of June, 2005.



Jerri Harmon
Notary Public, State of Texas

R-22

Architectural Services Agreement
Rowlison Natatorium Gluelam Beam Restoration
(Project Number 5606)

CHANGE ORDER NO. 1

**ROWLINSON NATATORIUM GLUELAM BEAM RESTORATION
PROJECT NO. 5606
PURCHASE ORDER NO. 102836
CIP NO. 54471**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **CONLEY GROUP, INC.** for the **ROWLINSON NATATORIUM GLUELAM BEAM RESTORATION PROJECT**, dated **JUNE 29, 2005**.

B. DESCRIPTION OF CHANGE

The change order is for **ADDITIONAL DESIGN AND SERVICES**.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
1	Additional Design and Services				\$2,900.00	\$2,900.00
						\$0.00
						\$0.00
	TOTAL:					\$2,900.00

Original Contract Amount	\$ 32,200.00
Contract Amount (Including Previous Change Orders)	\$ 32,200.00
Amount, Change Order No. 1	\$ 2,900.00
Revised Contract Amount	\$ 35,100.00
Total Percent Increase Including Previous Change Orders	9.01%

R-23

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by _____, _____ of _____, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2005, by **BILL MORRIS, FACILITIES MANAGER** of the City of **Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

1-25



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal <i>HC</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Environmental Health	Initials	Date	
Department Head	Brian Collins	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>8/26/05</i>
Agenda Coordinator (include phone #): Doris Callaway #7494				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, DESIGNATING THE DIRECTOR OF ENVIRONMENTAL HEALTH AS THE LOCAL RABIES CONTROL AUTHORITY IN ACCORDANCE WITH SECTION 826.017 OF THE TEXAS HEALTH AND SAFETY CODE; AND PROVIDING AN EFFECTIVE DATE.				
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				
To appoint the Director of Environmental Health as the local rabies control authority in accordance with section 826.017 of the Texas Health and Safety Code.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

S-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, DESIGNATING THE DIRECTOR OF ENVIRONMENTAL HEALTH AS THE LOCAL RABIES CONTROL AUTHORITY IN ACCORDANCE WITH SECTION 826.017 OF THE TEXAS HEALTH AND SAFETY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Texas Health and Safety Code, Section 826.017, the governing body of each municipality is required to designate an officer to act as the Local Rabies Control Authority; and

WHEREAS, the Local Rabies Control Authority is responsible for enforcing the ordinances and state rules relating to rabies control standards; and

WHEREAS, the City Council is of the opinion that it is appropriate and in the best interest of the public to designate the Director of Environmental Health as the Local Rabies Control Authority.

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

Section I. The City Council of the City of Plano hereby designates the Director of Environmental Health as the Local Rabies Control Authority pursuant to Section 826.017 of the Health and Safety Code.

Section II. The Director of Environmental Health or his/her designee shall be responsible for enforcing the ordinances and state rules relating to rabies control standards.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

S-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	9/3/05
Agenda Coordinator (include phone #):		Lynn Woodall x 7156		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Repealing Resolution No. 2004-9-2(R) and Designating a Certain Area Within the City of Plano as Neighborhood Empowerment Zone No. 1; Establishing the Boundaries of Such Zone; Providing for Waiving of Certain Fees; and Providing an Effective Date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Neighborhood Empowerment Zone No. 1 was established in 1999 to encourage redevelopment in the older parts of town by reducing or eliminating most of the development fees which the City normally charges for construction. This resolution will increase the property included in the Zone by adding the land located on the west side of Avenue G, between 18 th Street and 15 th Street.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		None		

2-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REPEALING RESOLUTION NO. 2004-9-2(R) AND DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS NEIGHBORHOOD EMPOWERMENT ZONE NO. 1; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; PROVIDING FOR WAIVING OF CERTAIN FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 9, 1999, the City Council created Neighborhood Empowerment Zone No. 1 ("Zone No. 1") by the passage of Resolution No. 99-8-13(R); and

WHEREAS, Zone No. 1 was created to promote an increase in economic development and increase the quality of social services and public safety in Zone No. 1; and

WHEREAS, on December 10, 2001, the City Council repealed Resolution No. 99-8-13(R) and adopted Resolution No. 2001-12-4(R) to increase the number of fees to be waived; and

WHEREAS, on October 27, 2003, the City Council repealed Resolution No. 2001-12-4(R) and adopted Resolution No. 2003-10-33(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on September 13, 2004, the City Council repealed Resolution No. 2003-10-33(R) and adopted Resolution No. 2004-9-2(R) to increase the number of fees to be waived; and

WHEREAS, the City Council now wishes to revise the boundaries of Zone No. 1; and

WHEREAS, the City Council desires to repeal Resolution No. 2004-9-2(R) to create a new Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City Council finds that the creation of Neighborhood Empowerment Zone No. 1 satisfies the requirements of Section 312.202, Tax Code;

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

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. Resolution No. 2004-9-2(R) is hereby repealed in its entirety.

Section III. Neighborhood Empowerment Zone No. 1 is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A.

t-2

Section IV. Within Neighborhood Empowerment Zone No. 1, the following fees are waived:

For Single-family, Single-family-Attached, and Two-family new or existing development:

All fees required for new construction or for repair or rehabilitation of existing structures, including but not limited to:

1. Board of Adjustment Application Fee
2. Building Permit Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee
7. Foundation Repair Fee
8. Impact Fee
9. Mechanical Permit Fee
10. Park Impact Fee
11. Permit Renewal Fee
12. Plan Review Fee
13. Plumbing Permit Fee
14. Re-roofing Fee
15. Sanitary Sewer Connection Fee
16. Structure Moving Fee
17. Water Meter Fee
18. Water Tap Fee, labor charges only
19. Sewer Tap Fee, labor charges only

For Multiple-family existing development, where rehabilitation or repair involves a minimum of \$8,000 per dwelling unit:

1. Building Permit Fee
2. Demolition Fee
3. Electrical Permit Fee
4. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
5. Foundation Repair Fee
6. Mechanical Permit Fee
7. Permit Renewal Fee
8. Plumbing Permit Fee
9. Re-roofing Fee

For Multiple-family new development:

1. Park Impact Fee

For Commercial new and existing development:

1. Building Permit Fee
2. Board of Adjustment Application Fee

- 3. Demolition Fee
- 4. Electrical Permit Fee
- 5. Electronic Meter Reader Fee
- 6. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
- 7. Foundation Repair Fee
- 8. Health Plan Review Fee
- 9. Impact Fee
- 10. Mechanical Permit Fee
- 11. Permit Renewal Fee
- 12. Plumbing Permit Fee
- 13. Re-roofing fee
- 14. Sanitary Sewer Connection Fee
- 15. Sign Permit Fee (only for removal of non-conforming sign)
- 16. Water meter fee

For Single-family, Two-family, Multiple-family, and Commercial new and existing development, no fees shall be waived if the development involves demolition of a structure which is included in the survey of historic properties in the Historic Preservation Plan, unless the structure has been released for demolition by the Heritage Commission.

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF SEPTEMBER, 2005.

Pat Evans, Mayor

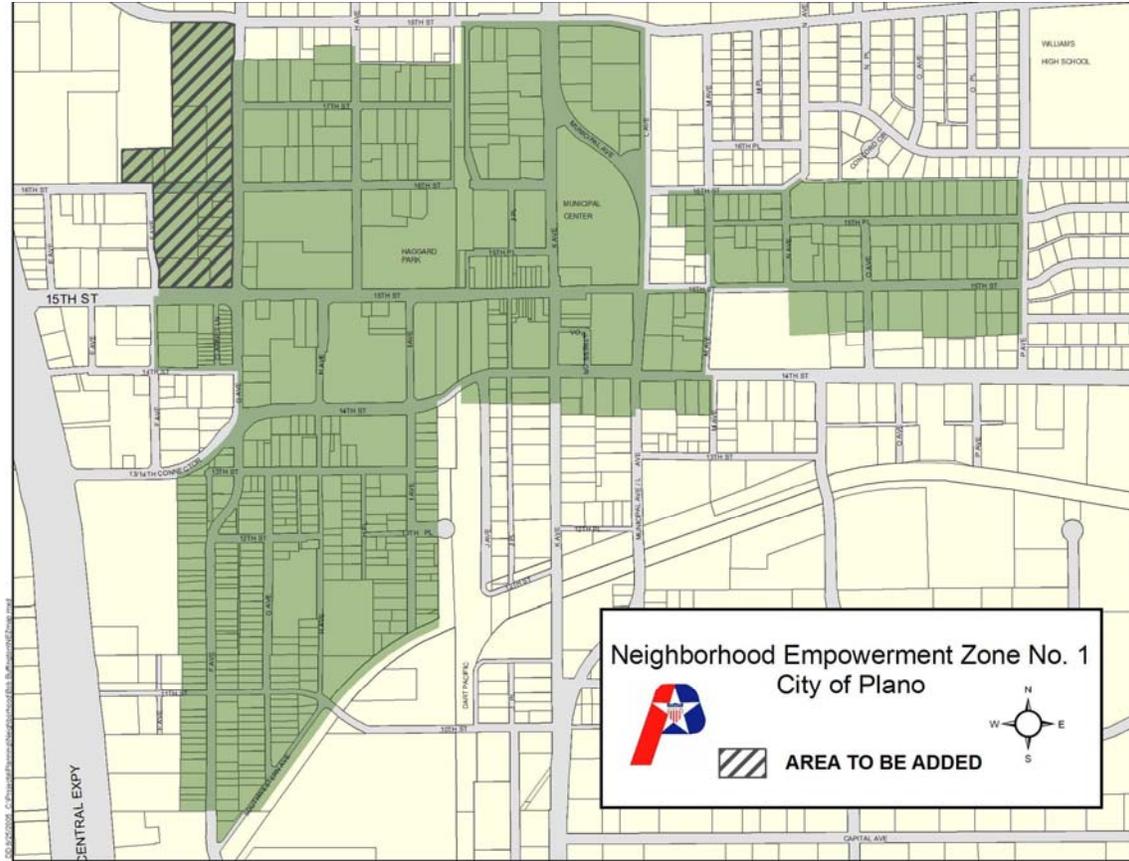
ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	C.S. <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John F. McGrane	Executive Director		
Dept Signature:	<i>John F. McGrane</i>	City Manager	<i>[Signature]</i>	<i>9/12/05</i>
Agenda Coordinator (include phone #):		Donna White - x7479		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND LEGACY-HAMMONDS MATERIALS, L.P., A TEXAS LIMITED PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2005-2006	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL				
COMMENTS: The Limited Partnership will consolidate all of its purchasing for the State of Texas within the city limits of Plano.				
SUMMARY OF ITEM				
This Resolution approves the terms and conditions of a proposed Economic Development Program Agreement for Legacy-Hammonds Material, L.P., a Texas Limited Partnership, which will promote state and local economic development and stimulate and promote business and commercial activity in the City and the County.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

U-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND LEGACY-HAMMONDS MATERIALS, L.P., A TEXAS LIMITED PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Legacy-Hammonds Materials, L.P., a Texas Limited Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

U-2

Resolution No. _____

DULY PASSED AND APPROVED this the 12th day of September, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 § **ECONOMIC DEVELOPMENT INCENTIVE**
 § **AGREEMENT**
COUNTY OF COLLIN §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Legacy-Hammonds Materials, L.P., a Texas Limited Partnership, (the “Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of purchasing and reselling building and construction materials; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its purchasing and reselling activities to the City that will generate local sales tax revenues for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the City desires to attract new retail business to the City that will generate additional sales tax revenue for the City; and

WHEREAS, the attraction of new retail business to the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

U-4

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Casualty” shall mean the Retail Center is wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Retail Center unfit for the intended purpose.

“City Sales Tax” shall mean the local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (or any successor statute) during each year in the Term.

“Commencement Date” shall mean September 12, 2005.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant(s)” shall mean periodic payments to the Company from lawfully available funds on a monthly basis as set forth in Section 3.01.

“Grant Period” shall mean a full calendar month beginning September 1, 2005.

“Retail Center” shall mean the Company’s local office in the City at which the Company operates a business of purchasing and reselling building and construction materials, which includes sales of Taxable Items consummated in the City.

“Sales Tax Certificate” shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company’s collection of sales and use

tax received by the City from the State, for the sale of Taxable Items by the Company at the Retail Center consummated in the City for the applicable Grant Period which are to be used to determine the Company's eligibility for a Grant.

"Sales Tax Receipts" shall mean the City's receipts from the State net of State administrative fees and vendor collection fees from the collection and remittance of the City Sales Tax attributable to the Company's collection of sales and use tax during the Term as a result of sales of Taxable Items by Company at the Retail Center. The parties expressly acknowledge and agree that the sales and use tax receipts are being used only as a measurement for the City's payment of Grants through the use of general funds.

"State" shall mean the State of Texas and all taxing authorities thereof, including, without limitation, the Comptroller of Public accounts for the State of Texas or its successor.

"Taxable Items" shall have the same meaning assigned by Chapter 151, TEX. TAX CODE, as amended.

Capitalized terms not otherwise defined above shall have the meaning given such capitalized terms in this Agreement.

Article II **Term**

The initial term of this Agreement shall begin on the Commencement Date and continue until the tenth (10th) anniversary date thereof (the "Initial Term"), unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for two (2) successive terms of ten (10) years each (the "Renewal Term(s)"), unless the Company gives written notice to terminate no less than one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. Any reference to the "Term" of this Agreement shall include the Initial Term and any Renewal Term, but shall mean the actual term during which this Agreement is in effect. Any reference to the "Term" of this Agreement shall not include any time period subsequent to the termination of this Agreement as provided herein.

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Article III
Economic Development Grant

3.01 **Grant.** Subject to the Company's continued satisfaction of its obligations under the terms and conditions of this Agreement, which may be suspended as a result of and Event of Force Majeure or a Casualty, the City agrees to provide the Company with economic development grants from lawfully available funds payable as provided herein in an amount equal to the following:

- a. 65% of Sales Tax Receipts for annual taxable sales up to and including \$100,000,000;
- b. 70% of Sales Tax Receipts for annual taxable sales between and including \$100,000,000.01 and \$150,000,000.00;
- c. 75% of Sales Tax Receipts for annual taxable sales between and including \$150,000,000.01 and \$225,000,000.00; and
- d. 80% of Sales Tax Receipts for annual taxable sales in excess of \$225,000,000.00.

3.02 **Grant Payment.** The Grants shall be paid within fifteen (15) days after the later to occur of: (i) receipt by the City of the Sales Tax Certificate submitted by Company for the Grant Period, and (ii) receipt by the City of the Sales Tax Receipts for the Grant Period covered by the Sales Tax Certificate.

3.03 **Grant Funds.** The City shall not be required to pay any Grant until such time as the City has received Sales Tax Receipts from the State relating to the month for which such Grant payment is due. The City will file all documentation required to be filed by it and make such requests to the State as necessary to obtain all Sales Tax Receipts in a timely manner and will not take any action that causes the State to delay remittance of Sales Tax Receipts for any month during the Term.

3.04 **Amended Returns.** In the event the Company files an amended sales and use tax return or report, or if additional sales and use tax is due and owing by the Company to the State, and, as a result, Sales Tax Receipts for a previous calendar month are increased, then the Grant payment due from the City shall be increased accordingly for the calendar month immediately following the City's receipt of Sales Tax Receipts from the State attributable to such increase. This Section 3.04 shall survive the termination of this Agreement.

3.05 **Refunds.** In the event the State determines that the City erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the City exceeds the correct amount of sales and use tax owed to the City, and, as a result, a previous Grant paid to the Company exceeded the amount actually due to the Company (calculated based on the State's determination) (any such excess amount being referred to herein as an "Excess Grant"), then the Company shall, within thirty (30) days after receipt of a refund, repay the amount of the Excess Grant to the City. As a condition precedent to the Company's obligation to refund the amount of

an Excess Grant to the City, the Company shall have received a copy of the State's written determination, if any, or such other evidence to substantiate the amount of the Excess Grant as is acceptable to the Company in its reasonable discretion.

3.06 **Confidentiality**. The City agrees to keep all information and documentation received from the State pursuant to this Agreement (collectively, "**Confidential Tax Information**") confidential. The City will only provide access to the Confidential Tax Information to its employees, independent contractors or agents on a "need-to-know" basis unless disclosure is otherwise required by law. The City will use the Confidential Tax Information solely for the purpose of determining the amount of each month's Grant and the amount of other Grants related to the Retail Center that are dependent on the Confidential Tax Information and for no other purpose, and the City will not (and will cause any person to whom access to the Confidential Tax Information is granted not to), without the Company's prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person the Confidential Tax Information (other than as expressly permitted above), (b) discuss the Company or its affairs with any person other than the Company's representatives, (c) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information in any form or medium, electronic or otherwise except in connection with the purposes provided herein, or (d) take any other actions which would be detrimental to the Company. The Company's limited waiver of confidentiality set forth above is solely for the limited purpose of allowing an appropriate set of City officials to verify the amount of the City's obligations under this Agreement. In the event the City is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Tax Information, the City shall provide the Company with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. The City's obligations under this **Section 3.06** shall survive the termination of this Agreement.

Article IV Procedures Relating to Grants

During the term of this Agreement, the Company shall, within thirty (30) days after the end of each calendar month, provide the City with a Sales Tax Certificate. The City shall have no duty to calculate the Sales Tax Receipts or determine Company's entitlement to any Grant, or pay any Grant during the term of this Agreement until such time as Company has provided the City a Sales Tax Certificate for the applicable Grant Period. The City may, but is not required to, provide the Company with a form for the Sales Tax Certificate required herein. At the request of the City, the Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the sales and use tax paid and collected (including sales and use tax paid directly to the State pursuant to a direct payment permit) by the Company for the sale of Taxable Items consummated at the Retail Center and received by the City from the State of Texas; provided, that nothing in this Article IV shall obligate the Company to prepare or provide to the City any documentation not required to be and actually filed with the State other than the Sales Tax Certificate. The Sales Tax Certificate shall, at a minimum contain, include or be accompanied by the following:

- a. A schedule detailing the amount of sales and use tax collected by the Company, and paid to the State as a result of the sale of Taxable Items by the Company consummated in the City at the Retail Center for the applicable Grant Period; and
- b. A copy of all sales and use tax returns and reports, direct payment and self-assessment returns, sales and use tax prepayment returns, direct payment permits and reports, sales and use tax audit assessments, including amended sales and use tax returns or reports, filed by the Company for the previous calendar quarter, showing sales and use tax collected (including sales and use tax paid directly to the State pursuant to a direct payment certificate) by the Company for the sale of Taxable Items consummated in the City at the Retail Center for the applicable Grant Period.

Article V
Representations, Warranties and Covenants

5.01 **Location of the Retail Center.** During the Term, the Company covenants and agrees that neither it, nor its affiliates or subsidiaries, will duplicate the purchasing and reselling activities conducted at the Retail Center at any location in the State outside of the City. The Company agrees that for the purpose of collecting sales tax, the Retail Center shall be exclusively located in the City for all purchasing and reselling of the Company's activities in the State of Texas for the Term of this Agreement. Nothing in this Section 5.01 shall prohibit or restrict the Company's (or its affiliates' or subsidiaries') ability to set up purchasing and reselling activities of any nature (including similar or duplicate activities to those conducted at the Retail Center) at any location outside the State of Texas.

5.02 **Annual Sales at Retail Center.** During the period beginning on the date that is twelve (12) months after the Commencement Date and continuing through the termination of this Agreement (such period being the "Post-Ramp Period"), the parties acknowledge and agree that their mutual expectation is that the annual gross sales of the Company subject to the City Sales Tax will be at least \$100,000,000. To the extent that the annual gross sales of the Company subject to the City Sales Tax for any year during the Post-Ramp Period are less than \$100,000,000, either party may terminate this Agreement pursuant to Section 6.01(c).

5.03 **No Violation.** The City hereby represents and warrants to the Company that neither its execution and performance of this Agreement, nor its consummation of the transactions contemplated hereby (including, without limitation, the payment of Grants under the terms and conditions hereof), will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement, indenture or other instrument under which the City is bound, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the City or its properties, assets or conduct. Furthermore, the City hereby agrees that any claim made by a third party against the City with respect to City Sales Tax received by, or payable to, the City from the State (including, without limitation, Grants payable to the Company hereunder) (other than claims from the State which shall be handled

under Section 3.05) shall be paid or resolved by the City from funds other than those committed to be paid to the Company as Grants hereunder.

Article VI Termination

6.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) Immediately upon written notice from either party to the other party if the Company's annual gross sales subject to the City Sales Tax are less than \$100,000,000 for any year during the Post-Ramp Period;
- (d) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (e) By either party, upon one year's prior written notice to the other party;
- (f) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (f);
- (g) By the Company, upon prior written notice to the City of less than one (1) year, on the date set forth in such written notice for termination; provided, that in such circumstance, the Company shall pay to the City the Termination Fee as calculated under Section 6.03. If written notice for termination is provided at least one (1) year prior to termination, the termination shall be governed by subsection (e) above and there shall be no Termination Fee; or
- (h) By the Company, immediately in the event that the City raises its tax rate above 1%.

6.02 **Effect of Termination.** Upon a termination of this Agreement, the City shall remit all Grants relating to Sales Tax Receipts for the sale of Taxable Items by the Company at the Retail Center sold prior to the effective date of such termination (except that, if a termination is effected pursuant to Section 6.01(f), the City shall not be required to remit such Grants if the City is prohibited from doing so under federal or state legislation or the decision of a court of competent jurisdiction). The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this

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Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein.

6.03 **Termination Fee.** In the event the Company terminates this Agreement pursuant to Section 6.01(g), the Company shall, on the effective date of such termination, pay the City a termination fee (the "Termination Fee") calculated as follows:

- (a) If the Company terminates within the first 12 months of the Effective Date, the Termination Fee shall be 100% of the Grants that have accrued.
- (b) If the Company terminates 13 – 24 months after the Effective Date, the Termination Fee shall be 75% of the Grants that have accrued for the 12 months prior to the termination.
- (c) If the Company terminates 25 – 36 months after the Effective Date, the Termination Fee shall be 50% of the Grants that have accrued for the 12 months prior to termination.
- (d) If the Company terminates 37 – 48 months after the Effective Date, the Termination Fee shall be 25% of the Grants that have accrued for the 12 months prior to termination.
- (e) If the Company terminates more than 48 months after the Effective Date, the Termination Fee shall be zero.

Article VI Miscellaneous

7.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

7.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

7.04 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.05 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other

address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:

City of Plano
Attn: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:

City of Plano
Attn: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:

Legacy-Hammonds Materials, L.P.
Attn: Rick Morgan
Vice President/Treasurer,
4050 W. Park Boulevard
Plano, Texas 75093

with a copy (which shall not constitute notice) to:

Legacy-Hammonds Materials, L.P.
Attn: Robert M. Reed, Jr.
4050 W. Park Boulevard
Plano, Texas 75093

7.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.07 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Subject to Section 7.13, venue for any action concerning this Agreement, the transactions contemplated hereby or the

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liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

7.08 **Amendment**. This Agreement may only be amended by the mutual written agreement of the parties.

7.09 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10 **Recitals**. The recitals to this Agreement are incorporated herein.

7.11 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.12 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.13 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED on this _____ day of _____, 2005.

ATTEST:

CITY OF PLANO, TEXAS, a home
rule municipal corporation

Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck, CITY
MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXECUTED on this _____ day of _____, 2005.

LEGACY-HAMMONDS MATERIALS, L.P., a
Texas Limited Partnership

BY: Meritage Homes Corporation, a Texas
Limited Liability Company, its sole general
partner

ATTEST:

By: _____
Name: Rick Morgan
Title: Vice President/Treasurer

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	09/12/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	9/6/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/6/05
Agenda Coordinator (include phone #):		I. Pegues 7198 <i>[Signature]</i>		
ACTION REQUESTED:				
<input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

An ordinance of the City of Plano, Texas, amending Section 12-101 (Prohibited On Certain Streets At All Times) of Article V (Stopping, Standing, and Parking), of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles along both sides of Country Place Drive between Custer Road and a point two-hundred (200) feet east of Custer Road within the city limits of the City of Plano; declaring it unlawful and a Class C misdemeanor to stop, stand, or park motor vehicles in said sections of Country Place Drive within the limits herein defined; 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.

FINANCIAL SUMMARY

<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

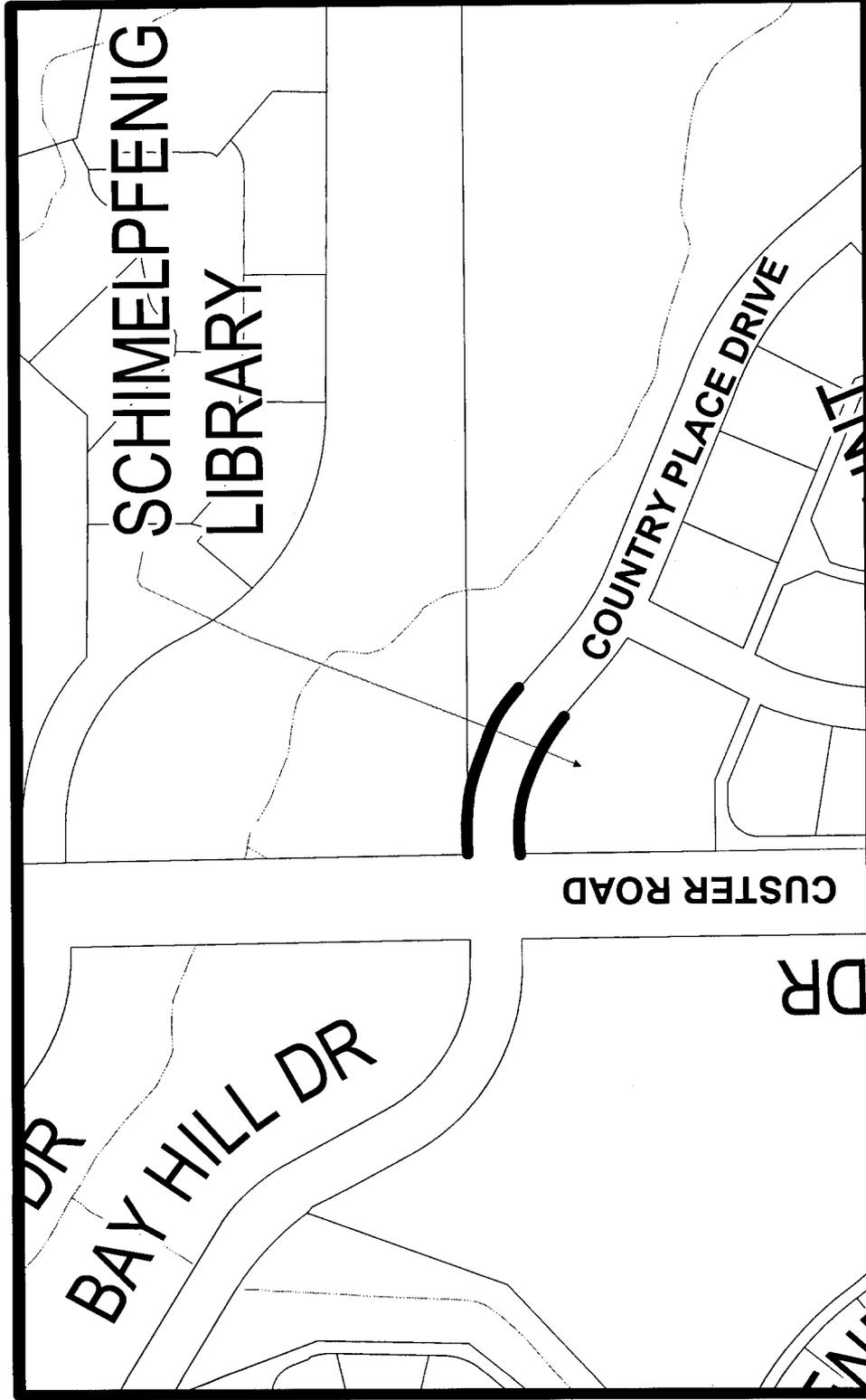
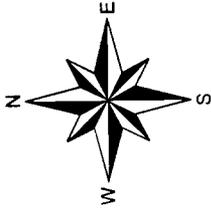
A mid-block crosswalk extends from Schimelpfenig Library on the south side of Country Place Drive to a parking lot on the north side of Country Place Drive. Due to a curve located between Custer Road and the mid-block crosswalk, pedestrians crossing at the crosswalk and vehicles approaching the crosswalk have limited visibility when vehicles park along this section of Country Place Drive. Schimelpfenig Library requested parking restrictions. Placing parking restrictions along this section of Country Place Drive will improve visibility both for the pedestrians crossing and for drivers of vehicles to the pedestrians crossing at the mid-block crosswalk.

The Transportation Division recommends that City Council enact stopping, standing or parking restrictions in the specified portions of Country Place Drive in order to provide for the safety of the general public within the area.

List of Supporting Documents: Map	Other Departments, Boards, Commissions or Agencies
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Proposed Parking Restriction - Country Place Drive (Custer Road to 200 feet east of Custer Road)



**Proposed
No Stopping,
Standing,
or Parking
At All Times**

**SEPTEMBER
2005**



Plano

Transportation Engineering Division



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 (PROHIBITED ON CERTAIN STREETS AT ALL TIMES) OF ARTICLE V (STOPPING, STANDING, AND PARKING), OF CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ALONG BOTH SIDES OF COUNTRY PLACE DRIVE BETWEEN CUSTER ROAD AND A POINT TWO-HUNDRED (200) FEET EAST OF CUSTER ROAD WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A CLASS C MISDEMEANOR TO STOP, STAND, OR PARK MOTOR VEHICLES IN SAID SECTIONS OF COUNTRY PLACE DRIVE WITHIN THE LIMITS HEREIN DEFINED; 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, a mid-block crosswalk extends from Schimelpfenig Library on the south of Country Place Drive to a parking lot on the north side of Country Place Drive; and

WHEREAS, maintaining clear visibility is necessary for a safe pedestrian crossing and for drivers of vehicles to see the pedestrians in the crosswalk; and

WHEREAS, due to a curve located on Country Place Drive between Custer Road and the mid-block crosswalk which limits visibility when cars park along the street in this section of Country Place Drive; and

WHEREAS, the Transportation Engineering Division recommends that the City Council enact stopping, standing, or parking restrictions in the specified portions of Country Place Drive; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit the stopping, standing, or parking of motor vehicles along and upon the specified portions of Country Place Drive 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. It shall be unlawful for any person to stop, stand, or park a motor vehicle along Country Place Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 (Prohibited on Certain Streets at All Times) of Article V (Stopping, Standing, and Parking) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances is hereby amended by adding the following sub-section:

“Country Place Drive:

- (1) Along both sides between Custer Road and a point two-hundred (200) feet east of Custer Road.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs on the portions of the roadways described herein, and such signs shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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DULY PASSED AND APPROVED this _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal <i>CR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget & Research		Initials	Date
Department Head	Karen M. Rhodes	Executive Director		
Dept Signature:	<i>Karen M. Rhodes</i>	City Manager	<i>JAE</i>	<i>9/1/05</i>
Agenda Coordinator (include phone #):	Carla Rude (X7407)			
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005, AND TERMINATING SEPTEMBER 30, 2006.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance adopts the Operating Budget for Fiscal Year 2005-06 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.				
List of Supporting Documents: Revised Fund Summaries		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005, AND TERMINATING SEPTEMBER 30, 2006; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 8, 2005, by and before the City Council of the City of Plano, the subject of which was the proposed operating budget of the City of Plano for Fiscal Year 2005-06 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said budget, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the budget for the Fiscal Year beginning October 1, 2005, and terminating September 30, 2006, as filed and submitted by the City Manager, and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$175,291,379
B.	General Fund - Transfer to Property & Liability Loss:	2,296,360
C.	General Fund - Transfer to Economic Development:	734,106
D.	General Fund - Transfer to Capital Reserve Fund:	10,039,000
E.	General Fund - Transfer to CATV Fund:	200,748
F.	Convention & Tourism Fund - Operating Appropriation:	6,133,579

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G.	Convention & Tourism Fund - Transfer to General Fund:	281,053
H.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
I.	Convention & Tourism Fund - Transfer to Debt Service:	126,320
J.	Water & Sewer System Fund - Operating Appropriation:	58,857,612
K.	Water & Sewer System Fund - Transfer to General Fund:	13,666,561
L.	Water & Sewer System Fund - Transfer to Debt Service Fund:	3,143,129
M.	Water & Sewer System Fund - Transfer to Water & Sewer CIP:	5,400,000
N.	Water & Sewer System Fund - Transfer to Capital Reserve:	3,000,000
O.	Water & Sewer System Fund - Transfer to Property & Liability Loss Fund:	528,396
P.	Water & Sewer System Fund - Transfer to Technology Fund:	300,000
Q.	Water & Sewer System Fund - Transfer to Technology Services Fund:	2,043,895
R.	Environmental Waste Services Fund - Operating Appropriation:	17,813,998
S.	Environmental Waste Services Fund - Transfer to General Fund:	737,475
T.	Environmental Waste Services Fund - Transfer to Technology Fund:	60,000
U.	Environmental Waste Services Fund - Transfer to Property & Liability Loss Fund:	378,608
V.	Municipal Drainage Fund - Operating Appropriation:	2,587,588
W.	Municipal Drainage Fund - Transfer to General Fund:	336,833

X.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
Y.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,084,352
Z.	Recreation Fund - Operating Appropriation:	2,460,542
AA.	Recreation Fund - Transfer to General Fund:	130,805
BB.	Golf Course Fund - Operating Appropriation:	1,078,459
CC.	Property & Liability Loss Fund - Operating Appropriation:	4,115,900
DD.	Grant Fund - Operating Appropriation:	1,434,056
EE.	Community Access TV Fund - Operating Appropriation:	955,519
FF.	Criminal Investigation Fund - Operating Appropriation:	180,500
GG.	Property Management Fund - Operating Appropriation:	19,500
HH.	Technology Fund - Operating Appropriation:	3,934,418
II.	Technology Fund - Transfer to CATV Fund:	250,000
JJ.	PC Replacement Fund - Operating Appropriation:	828,086
KK.	General Obligation Bond - Debt Service Appropriation:	37,059,975
LL.	Water & Sewer Revenue Bond - Debt Service Appropriation:	3,626,924

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Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 2005.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

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GENERAL FUND

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
UNAPPROPRIATED FUND BALANCE	\$29,801,939	\$29,146,777	\$35,778,650	\$30,606,386
Encumbrance Adjustment			3,718,284	
Revenues				
Taxes	\$109,068,237	\$107,362,008	\$109,365,101	\$113,185,223
Franchise Fees	19,226,216	19,973,170	18,944,553	19,084,470
Fines & Forfeits	9,167,151	9,858,400	8,509,832	9,137,832
Miscellaneous Revenue	2,013,546	1,668,660	2,235,376	2,386,919
Licenses & Permits	5,131,810	4,483,488	5,087,709	4,542,548
Charges for Services	7,147,176	7,097,758	7,732,240	8,060,840
Intergovernmental Revenue	632,888	566,222	643,031	647,023
Subtotal Revenues	\$152,387,024	\$151,009,706	\$152,517,841	\$157,044,854
Intragovernmental Transfers	13,125,752	13,788,846	14,212,602	15,152,727
TOTAL REVENUES & TRANSFERS	\$165,512,776	\$164,798,552	\$166,730,443	\$172,197,581
TOTAL RESOURCES	\$195,314,715	\$193,945,329	\$206,227,377	\$202,803,967
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$110,464,859	\$127,026,059	\$120,297,641	\$132,943,950
Materials & Supplies	4,583,888	5,481,352	5,778,761	5,741,423
Contractual	25,366,275	33,125,606	33,792,915	34,734,434
Community Services Agencies	245,925	249,786	249,786	503,676
Sundry	889,278	981,291	1,110,109	1,067,355
Reimbursements	(1,351,268)	(1,432,224)	(1,346,594)	(1,396,479)
Subtotal	\$140,198,957	\$165,431,870	\$159,882,618	\$173,594,359
Capital Outlay	1,191,150	1,457,734	2,365,191	1,697,020
TOTAL OPERATIONS	\$141,390,107	\$166,889,604	\$162,247,809	\$175,291,379
Capital Reserve	\$9,627,061	\$9,500,000	\$9,500,000	\$10,039,000
Property & Liability Loss Fund	2,512,453	1,820,541	1,855,159	2,296,360
Technology Fund	0	1,200,000	1,200,000	0
CATV Fund	160,361	160,361	160,361	200,748
Economic Development	622,800	657,662	657,662	734,106
Transfer to GO Debt	1,505,000	0	0	0
TOTAL TRANSFERS	\$14,427,675	\$13,338,564	\$13,373,182	\$13,270,214
TOTAL APPROPRIATIONS	\$155,817,782	\$180,228,168	\$175,620,991	\$188,561,593
UNAPPROPRIATED FUND BALANCE	\$39,496,934	\$13,717,161	\$30,606,386	\$14,242,374
Days of Operation				30

1-6

CONVENTION & TOURISM

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$1,060,621	\$721,131	\$1,414,631	\$1,108,690
Revenues				
Hotel/Motel Receipts	\$3,076,824	\$2,936,476	\$3,327,939	\$3,411,137
Civic Center Fees	1,965,685	2,437,000	2,131,623	2,184,914
Miscellaneous	3,228	0	0	0
Interest Income	21,426	30,000	25,000	25,000
TOTAL REVENUES	\$5,067,163	\$5,403,476	\$5,484,562	\$5,621,051
TOTAL RESOURCES	\$6,127,784	\$6,124,607	\$6,899,193	\$6,729,741
APPROPRIATIONS				
Operating Expenses				
Convention & Visitors Bureau	\$862,256	\$1,063,962	\$1,058,193	\$1,054,427
Civic Center Operations	2,616,135	3,565,197	3,266,691	3,907,057
Support of the Arts	423,905	440,471	440,471	511,671
Historic Preservation	438,661	440,471	440,471	511,671
Special Events	96,069	112,675	128,610	133,754
Civic Center Equipment Rpl Fund	11,743	15,000	15,000	15,000
Subtotal	\$4,448,769	\$5,637,777	\$5,349,436	\$6,133,579
Capital Outlay	10,221	0	0	0
TOTAL OPERATIONS	\$4,458,990	\$5,637,777	\$5,349,436	\$6,133,579
Transfer to General Fund	\$254,163	\$265,174	\$269,228	\$281,053
Transfer to Technology Fund	0	20,000	20,000	20,000
Transfer to Debt Service	0	151,839	151,839	126,320
TOTAL TRANSFERS	\$254,163	\$437,013	\$441,067	\$427,373
TOTAL APPROPRIATIONS	\$4,713,153	\$6,074,790	\$5,790,503	\$6,560,952
WORKING CAPITAL	\$1,414,631	\$49,817	\$1,108,690	\$168,789
Days of Operation				10

1-7

WATER & SEWER

Revised Based on NTMWD 8-2

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$9,773,598	\$8,056,038	\$6,484,481	\$9,163,610
Revenues				
Water Income	\$39,445,873	\$43,738,906	\$44,536,574	\$46,001,842
Water Taps	113,084	83,500	119,417	120,910
Sewer Income	33,330,738	36,707,625	34,131,906	36,758,496
Water & Sewer Penalties	978,801	1,000,000	963,561	973,197
Water Meters	292,715	286,794	325,397	329,464
Construction Water	77,833	82,305	82,305	83,334
Service Connect Fee	178,880	159,447	186,130	188,457
Backflow Testing	206,074	225,000	221,748	224,520
Sewer Tie-On	48,400	50,000	50,750	51,384
Wastewater Sampling	45,635	49,382	50,975	51,612
Interest Earnings	158,170	191,734	50,000	200,000
Transfer from Reserve	3,000,000	4,000,000	4,000,000	2,211,911
Transfer from Water Impact Fees	468,632	468,632	328,042	229,630
Misc. Income	341,970	269,600	371,949	376,598
TOTAL REVENUES	\$78,686,805	\$87,312,924	\$85,418,754	\$87,801,355
TOTAL RESOURCES	\$88,460,403	\$95,368,962	\$91,903,235	\$96,964,964
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$7,357,052	\$8,214,759	\$7,877,120	\$8,492,098
Materials & Supplies	1,620,371	1,671,674	1,856,807	1,904,217
Contractual	3,140,156	3,981,201	3,981,848	4,128,507
NTMWD-Water	23,674,651	25,918,215	25,004,157	25,918,215
NTMWD-Wastewater	10,267,879	11,103,908	10,554,983	10,635,996
NTMWD-Upper E. Fork Interceptor	5,168,375	5,462,849	5,224,035	6,407,060
Retirement of NTMWD Debt-Phase I&II	812,427	859,170	819,299	824,425
Sundry	292,277	270,095	270,384	321,180
Reimbursements	120,441	148,117	151,308	156,414
Subtotal	\$52,453,629	\$57,629,988	\$55,739,941	\$58,788,112
Capital Outlay	1,646,547	1,063,875	1,947,159	69,500
TOTAL OPERATIONS	\$54,100,176	\$58,693,864	\$57,687,099	\$58,857,612
Transfer to General Fund	\$11,733,745	\$12,374,153	\$12,751,612	\$13,666,561
Transfer to Debt Service	2,914,992	2,684,194	3,017,060	3,143,129
Transfer to W & S CIP	8,200,000	7,325,000	3,250,000	5,400,000
Transfer to Capital Reserve	3,000,000	3,000,000	3,000,000	3,000,000
Transfer to Loss Fund	711,959	489,636	495,206	528,396
Transfer to Technology Fund	0	600,000	600,000	300,000
Transfer to Technology Services	1,315,050	1,939,887	1,938,648	2,043,895
TOTAL TRANSFERS	\$27,875,746	\$28,412,870	\$25,052,526	\$28,081,981
TOTAL APPROPRIATIONS	\$81,975,922	\$87,106,734	\$82,739,625	\$86,939,593
WORKING CAPITAL	\$6,484,481	\$8,262,228	\$9,163,610	\$10,025,371
Days of Operation				62

1-8

ENVIRONMENTAL WASTE SERVICES

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$1,161,788	\$2,017,303	\$2,017,584	\$1,700,898
Revenues				
Commercial Franchise	\$5,021,716	\$5,161,528	\$5,210,258	\$5,307,371
Special Refuse Collection	51,699	48,950	52,142	54,879
Residential Collection	10,241,270	10,257,679	10,312,013	10,415,133
BFI, Inc.	61,133	63,036	58,224	59,388
Recycling	711,009	625,000	806,595	625,000
Sales of Landscape Bags	60,300	103,014	66,793	65,345
Contributions via Utility Billing	15,160	16,600	15,311	15,000
Sale/Delivery of Compost	485,104	630,061	574,300	689,160
Tipping Fees	26,552	245,409	348,230	429,000
Miscellaneous	225,682	145,703	186,350	108,678
Disposal Reimbursements	10,009	12,000	11,000	11,000
TOTAL REVENUES	\$16,909,634	\$17,308,980	\$17,641,216	\$17,779,954
TOTAL RESOURCES	\$18,071,422	\$19,326,283	\$19,658,800	\$19,480,852
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$4,289,047	\$4,937,415	\$4,675,829	\$5,119,406
Materials & Supplies	234,843	265,357	265,785	315,519
Contractual	4,302,130	4,546,612	4,608,218	4,980,160
NTMWD	5,711,812	5,814,380	6,333,273	6,499,804
Sundry	74,808	79,795	76,002	84,133
Reimbursements	40,419	39,194	41,727	43,722
Subtotal	\$14,653,059	\$15,682,753	\$16,000,834	\$17,042,744
Capital Outlay	57,943	436,242	552,499	532,457
TOTAL OPERATIONS	\$14,711,002	\$16,118,995	\$16,553,333	\$17,575,201
Transfer to General Fund	\$719,008	\$728,675	\$730,166	\$737,475
Transfer to Technology Fund	0	120,000	120,000	60,000
Transfer to Internal Loan Program	238,797	238,797	238,797	238,797
Transfer to Loss Fund	385,031	311,654	315,606	378,608
TOTAL TRANSFERS	\$1,342,836	\$1,399,126	\$1,404,569	\$1,414,880
TOTAL APPROPRIATIONS	\$16,053,838	\$17,518,121	\$17,957,902	\$18,990,081
WORKING CAPITAL	\$2,017,584	\$1,808,162	\$1,700,898	\$490,771
Days of Operation				10

1-9

MUNICIPAL DRAINAGE UTILITY

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$1,460,138	\$1,915,293	\$2,053,103	\$3,531,530
Revenues				
Environmental Assessment Fees:				
Residential Class Fees	\$2,626,033	\$2,707,500	\$2,707,500	\$2,721,038
Commercial Class Fees	2,047,009	2,080,466	2,080,466	2,090,868
Transfer - Drainage Debt Service	0	0	1,300,000	0
Miscellaneous	1,165	0	5,400	0
Interest Income	24,885	35,000	45,000	47,000
TOTAL REVENUES	\$4,699,092	\$4,822,966	\$6,138,366	\$4,858,906
TOTAL RESOURCES	\$6,159,230	\$6,738,259	\$8,191,469	\$8,390,436
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$872,783	\$1,004,598	\$970,820	\$1,089,716
Materials & Supplies	103,719	119,932	153,334	147,804
Contractual	465,999	666,555	713,474	1,028,495
Sundry	1,972	2,500	2,200	2,200
Reimbursements	166,073	175,354	272,638	292,373
Subtotal	\$1,610,546	\$1,968,939	\$2,112,466	\$2,560,588
Capital Outlay	2,400	0	1,895	27,000
TOTAL OPERATIONS	\$1,612,946	\$1,968,939	\$2,114,361	\$2,587,588
Transfer to General Fund	\$239,116	\$239,398	\$335,158	\$336,833
Transfer to Technology Fund	0	40,000	40,000	20,000
Transfer to Revenue Debt	2,254,065	2,235,085	2,170,420	2,084,352
TOTAL TRANSFERS	\$2,493,181	\$2,514,483	\$2,545,578	\$2,441,185
TOTAL APPROPRIATIONS	\$4,106,127	\$4,483,422	\$4,659,939	\$5,028,773
WORKING CAPITAL	\$2,053,103	\$2,254,837	\$3,531,530	\$3,361,663
Days of Operation				474

1-10

RECREATION REVOLVING

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	(\$39,159)	\$27,655	\$124,334	\$154,752
Revenues				
Recreation Fees	\$2,576,480	\$2,522,190	\$2,492,512	\$2,579,221
Contributions	7,345	7,500	7,500	7,538
Interest Income	3,900	8,000	9,000	9,500
Sundry	7,315	19,383	19,744	19,843
TOTAL REVENUES	\$2,595,040	\$2,557,073	\$2,528,756	\$2,616,101
TOTAL RESOURCES	\$2,555,881	\$2,584,728	\$2,653,090	\$2,770,853
 APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$865,808	\$1,003,795	\$906,681	\$954,824
Materials & Supplies	169,044	173,947	166,667	180,393
Contractual	1,231,519	1,219,673	1,245,285	1,268,800
Sundry	24,522	32,400	53,267	56,525
Subtotal	\$2,290,893	\$2,429,815	\$2,371,900	\$2,460,542
Capital Outlay	1,030	0	0	0
TOTAL OPERATIONS	\$2,291,923	\$2,429,815	\$2,371,900	\$2,460,542
General Fund	\$127,929	\$127,854	\$126,438	\$130,805
Internal Loan Program	11,695	0	0	0
TOTAL TRANSFERS	\$139,624	\$127,854	\$126,438	\$130,805
TOTAL APPROPRIATIONS	\$2,431,547	\$2,557,669	\$2,498,338	\$2,591,347
WORKING CAPITAL	\$124,334	\$27,059	\$154,752	\$179,506
Days of Operation				27

1-11

GOLF COURSE

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$1,814,651	\$149,107	(\$1,499)	\$8,299
Revenues				
Golf Fees	\$901,804	\$1,010,600	\$1,000,000	\$1,070,600
Concessions	0	18,250	8,000	18,250
Room Rental	0	8,000	4,000	8,000
Interest Income	16,208	35,000	5,000	5,000
Miscellaneous	0	0	88,953	0
TOTAL REVENUES	\$918,012	\$1,071,850	\$1,105,953	\$1,101,850
TOTAL RESOURCES	\$2,732,663	\$1,220,957	\$1,104,454	\$1,110,149
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$542,430	\$613,691	\$578,292	\$577,368
Supplies	102,816	150,979	138,835	143,450
Contractual Services	160,688	170,185	165,837	144,450
Sundry Charges	1,080	760	760	760
Clubhouse Reserve Expenditures	1,507,257	0	0	0
Subtotal	\$2,314,271	\$935,615	\$883,724	\$866,028
Capital Outlay	27,972	0	0	0
TOTAL OPERATIONS	\$2,342,243	\$935,615	\$883,724	\$866,028
Transfer to Clubhouse Reserve Loan	\$340,128	\$212,431	\$212,431	\$212,431
Transfer to General Fund	51,791	53,593	0	0
TOTAL TRANSFERS	\$391,919	\$266,024	\$212,431	\$212,431
TOTAL APPROPRIATIONS	\$2,734,162	\$1,201,639	\$1,096,155	\$1,078,459
WORKING CAPITAL	(\$1,499)	\$19,319	\$8,299	\$31,690
Days of Operation				13

1-12

PROPERTY & LIABILITY LOSS

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$2,200,209	\$2,210,209	\$2,463,421	\$1,495,308
Resources				
General Fund Transfer In	\$2,512,453	\$1,820,541	\$1,855,159	\$2,296,360
Water & Sewer Fund Transfer In	711,959	489,636	495,206	528,396
Environmental Waste Fund Transfer In	385,031	311,654	315,606	378,608
Claims Recovered	133,075	125,000	130,000	125,000
Interest Earned	104,057	100,000	125,000	150,000
TOTAL REVENUES	\$3,846,575	\$2,846,831	\$2,920,971	\$3,478,364
TOTAL RESOURCES	\$6,046,784	\$5,057,040	\$5,384,392	\$4,973,672
APPROPRIATIONS				
Workers' Compensation	\$1,130,863	\$1,725,000	\$1,200,000	\$1,374,500
Judgements and Damages	1,151,551	1,000,000	1,000,000	1,000,000
Risk Management Operations	1,300,949	1,468,613	1,689,084	1,741,400
TOTAL APPROPRIATIONS	\$3,583,363	\$4,193,613	\$3,889,084	\$4,115,900
UNAPPROPRIATED FUND BALANCE	\$2,463,421	\$863,427	\$1,495,308	\$857,772

1-13

CDBG GRANT

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
TOTAL CDBG REVENUES	\$1,498,873	\$1,508,451	\$1,508,451	\$ 1,434,056
APPROPRIATIONS				
Housing Rehabilitation	\$594,143	\$687,307	\$687,307	\$833,829
Administrative	30,000	80,000	80,000	45,000
Samaritan Inn	42,000	36,300	36,300	30,000
Homelessness Prevention	24,000	18,300	18,300	0
Homeownership Program	175,000	140,300	140,300	12,500
CITY House	0	0	0	64,850
Collin County Committee on Aging	21,000	20,950	20,950	22,000
Collin County MHMR/ Lifepath Systems	18,000	24,800	24,800	0
Children's Advocacy Center	45,000	69,800	69,800	38,000
Plano Housing Corporation	43,000	14,300	14,300	43,246
Collin County Information and Referral / Assistance Center of Collin County	37,010	45,167	45,167	22,608
Plano Area Habitat for Humanity	40,000	0	0	0
Collin Intervention to Youth	15,120	34,548	34,548	0
Even Start	17,000	0	0	16,000
Plano International Preschool	40,200	0	0	10,500
Boys and Girls Clubs / Douglass Branch	21,000	22,800	22,800	16,000
Aids Services of North Texas	20,000	24,150	24,150	24,000
Transportation Services	500	1,300	1,300	1,000
Good Faith Baptist Church Learning Ctr	19,000	0	0	0
Hope's Door	75,000	19,300	19,300	21,000
Organization for Latin Americans	0	8,300	8,300	0
His Guiding Light Ministries	22,000	0	0	0
Plano Community Homes	199,900	177,929	177,929	164,523
Dental Health Programs	0	6,300	6,300	6,000
Communities in Schools Dallas	0	26,300	26,300	24,000
Frank H. Brown Foundation	0	50,300	50,300	0
LifePath Systems	0	0	0	23,000
Geriatric Wellness Center	0	0	0	16,000
TOTAL APPROPRIATIONS	\$1,498,873	\$1,508,451	\$1,508,451	\$1,434,056

1-14

COMMUNITY ACCESS TV

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$468,333	\$288,123	\$388,016	\$186,507
Revenues				
Plano Television Network Fee	\$175,419	\$191,255	\$194,097	\$194,097
Interest Income	10,096	12,000	10,000	10,000
Cable Community Grant	150,000	150,000	150,000	150,000
Transfer In Gen Fund - Franchise Fees	160,361	160,361	160,361	200,748
Transfer In Technology Fund	250,000	250,000	250,000	250,000
Miscellaneous	1,406	0	2,200	1,000
TOTAL REVENUES	\$747,282	\$763,616	\$766,658	\$805,845
TOTAL RESOURCES	\$1,215,615	\$1,051,739	\$1,154,674	\$992,352
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$723,112	\$805,165	\$745,986	\$774,631
Materials & Supplies	42,133	37,900	42,451	50,556
Contractual	41,810	114,350	159,644	117,332
Equipment Reserve Fund	0	30,000	5,000	5,000
Sundry	3,808	4,987	4,987	2,000
Subtotal	\$810,863	\$992,402	\$958,068	\$949,519
Capital Outlay	16,736	6,000	10,099	6,000
TOTAL APPROPRIATIONS	\$827,599	\$998,402	\$968,167	\$955,519
WORKING CAPITAL	\$388,016	\$53,337	\$186,507	\$36,833
Days of Operation				14

1-15

CRIMINAL INVESTIGATION

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
UNAPPROPRIATED FUND BALANCE	\$645,712	\$602,462	\$692,978	\$572,839
Forfeited Property	\$148,837	\$100,000	\$100,000	\$100,000
Interest	12,427	16,500	17,000	18,000
Auction Proceeds	8,113	20,000	28,606	20,000
Miscellaneous	22,195	0	0	0
TOTAL REVENUES	\$191,572	\$136,500	\$145,606	\$138,000
TOTAL RESOURCES	\$837,284	\$738,962	\$838,584	\$710,839
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$35,336	\$66,500	\$84,000	\$46,000
Contractual - Professional	11,464	6,000	6,000	9,000
Reimbursements to Other Funds	10,824	0	0	0
Capital Outlay	86,683	108,000	175,745	125,500
TOTAL APPROPRIATIONS	\$144,307	\$180,500	\$265,745	\$180,500
UNAPPROPRIATED FUND BALANCE	\$692,978	\$558,462	\$572,839	\$530,339

1-16

PROPERTY MANAGEMENT

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
WORKING CAPITAL	\$223,331	\$248,889	\$251,250	\$279,250
Revenues				
Rents	\$74,301	\$73,600	\$68,500	\$68,500
Interest	4,357	5,500	6,000	6,000
TOTAL REVENUES	\$78,658	\$79,100	\$74,500	\$74,500
TOTAL RESOURCES	\$301,989	\$327,989	\$325,750	\$353,750
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$5,382	\$1,000	\$3,000	\$1,000
Contractual	29,482	19,000	43,500	18,500
Subtotal	\$34,864	\$20,000	\$46,500	\$19,500
Capital Outlay	15,875	0	0	0
TOTAL OPERATIONS	\$50,739	\$20,000	\$46,500	\$19,500
TOTAL APPROPRIATIONS	\$50,739	\$20,000	\$46,500	\$19,500
WORKING CAPITAL	\$251,250	\$307,989	\$279,250	\$334,250

1-17

TECHNOLOGY FUND

	Actual 2003-04	Budget 2004-05	Re-est 2004-05	Budget 2005-06
WORKING CAPITAL	\$3,807,407	\$1,262,628	\$2,690,381	\$1,074,755
(Less Prior Years Project Balances & encumbrances)			(1,169,855)	
Revenues				
General Fund	\$0	\$1,200,000	\$1,200,000	\$0
Water & Sewer Fund	0	600,000	600,000	300,000
Environmental Waste Svcs Fund	0	120,000	120,000	60,000
Municipal Drainage Fund	0	40,000	40,000	20,000
Convention & Tourism Fund	0	20,000	20,000	20,000
Interest Earnings	64,124	100,000	36,000	37,000
Certificates of Obligation	0	0	0	3,220,000
TOTAL REVENUES	\$64,124	\$2,080,000	\$2,016,000	\$3,657,000
TOTAL RESOURCES	\$3,871,531	\$3,342,628	\$3,536,526	\$4,731,755
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$2,597	\$0	\$150,000	\$26,071
Contractual Services	313,598	220,000	452,385	491,786
Capital Outlay:				
Implements & Apparatus	8,899	0	1,188	0
Software	68,659	1,474,000	422,992	419,519
Computer Hardware	525,883	1,014,760	1,017,460	2,685,695
Telecommunications Hardware	0	0	0	286,247
GIS Hardware	11,514	129,000	141,201	3,500
GIS Software	0	14,000	26,545	21,600
TOTAL OPERATIONS	\$931,150	\$2,851,760	\$2,211,771	\$3,934,418
Transfer to CATV	250,000	250,000	250,000	250,000
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000
TOTAL APPROPRIATIONS	\$1,181,150	\$3,101,760	\$2,461,771	\$4,184,418
WORKING CAPITAL	\$2,690,381	\$240,868	\$1,074,755	\$547,337
Days of Operation				48

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PC REPLACEMENT FUND

	Actual 2003-04	Budget 2004-05	Re-est 2004-05	Budget 2005-06
WORKING CAPITAL	\$833,286	\$566,085	\$566,085	\$803,449
Revenues				
General Fund	\$519,139	\$538,611	\$538,553	\$589,635
Govt Access/CATV	6,425	7,002	5,895	6,317
Municipal Court Tech	0		2,539	9,369
Water & Sewer Fund	35,627	37,687	37,800	42,862
Solid Waste Fund	8,706	20,998	14,527	13,124
Convention & Tourism	12,025	18,027	14,440	15,014
Golf Course	0	0	411	411
Recreation Revolving	0	0	411	411
Municipal Courts Bldg. Security	1,225	0	0	396
Equipment Maintenance	5,603	10,345	7,977	7,977
Office Services	2,714	2,539	1,979	2,823
Municipal Warehouse	1,473	930	1,633	1,659
Property/Liability	3,539	2,804	4,069	4,120
Technology Services	38,434	42,104	37,962	66,287
Economic Development	2,298	2,315	2,036	2,062
Miscellaneous	14,210	17,000	30,000	30,000
TOTAL REVENUES	\$651,418	\$700,362	\$700,232	\$792,466
TOTAL RESOURCES	\$1,484,704	\$1,266,447	\$1,266,317	\$1,595,915
APPROPRIATIONS				
Operating Expense				
Non-Capital Software	77,300	0	0	0
Non-Capital Hardware	787,289	3,475	323,547	422,236
Capital Software	0	0	0	0
Capital Computer Hardware	54,030	763,772	139,321	405,850
TOTAL OPERATIONS	\$918,619	\$767,247	\$462,868	\$828,086
TRANSFERS	\$0	\$0	\$0	\$0
TOTAL APPROPRIATIONS	\$918,619	\$767,247	\$462,868	\$828,086
WORKING CAPITAL	\$566,085	\$499,200	\$803,449	\$767,829
Days of Operation				338

1-19

GENERAL OBLIGATION DEBT SERVICE

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
UNAPPROPRIATED FUND BALANCE	\$719,504	\$1,618	\$224,323	\$2,145,314
Revenues				
Property Tax				
Current	\$32,499,106	\$35,069,925	\$35,069,911	\$34,654,531
Delinquent	230,783	360,003	360,003	356,563
Penalty & Interest	173,949	144,001	144,001	142,625
Fund Interest Income	300,028	500,000	500,000	550,000
Transfer-GF for Technology Tax Notes	1,505,000	0	0	0
Transfer-Conv. & Tour. Fund	0	151,839	151,839	126,320
Tri-City Reimbursement	148,182	73,994	150,000	73,994
TOTAL REVENUES	\$34,857,048	\$36,299,762	\$36,375,754	\$35,904,034
TOTAL RESOURCES	\$35,576,552	\$36,301,380	\$36,600,077	\$38,049,348
APPROPRIATIONS				
Bond and Certificates				
Principal	\$18,187,142	\$18,892,990	\$19,407,991	\$20,510,000
Interest	13,523,875	12,056,905	10,281,070	11,223,141
Transfer to Public Safety Tech Fund	2,713,276	2,712,250	2,712,250	2,695,000
Transfer to Network Infrastructure Fund	924,106	928,906	928,906	931,500
Exchanges Fees	3,830	2,306	2,515	2,306
Subtotal	\$35,352,229	\$34,593,357	\$33,332,732	\$35,361,947
New Debt - G.O. Debt	0	959,400	1,122,031	989,900
New Debt - C.O.'s Technology Infrastructure	0	0	0	708,128
TOTAL APPROPRIATIONS	\$35,352,229	\$35,552,757	\$34,454,763	\$37,059,975
UNAPPROPRIATED FUND BALANCE	\$224,323	\$748,623	\$2,145,314	\$989,373

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WATER & SEWER DEBT SERVICE

	Actual 2003-04	Budget 2004-05	Re-Est 2004-05	Budget 2005-06
<u>RESERVE FUND</u>				
WORKING CAPITAL	\$996,851	\$996,851	\$913,981	\$913,981
Transfer In (W & S Fund)	\$0	\$0	\$0	\$0
Adjustment to Bond Reserve	(83,333)	0	0	0
Fund Interest Income	463	0	0	0
TOTAL	(\$82,870)	\$0	\$0	\$0
FUND BALANCE	\$913,981	\$996,851	\$913,981	\$913,981
<u>SINKING FUND</u>				
UNAPPROPRIATED FUND BALANCE	\$1,465,166	\$1,512,697	\$1,513,965	\$1,602,730
Transfer In (W & S Fund)	\$2,914,992	\$2,684,194	\$3,017,060	\$3,143,129
Transfer to Escrow & Adj.	(70,728)	0	0	0
Transfer In (Water Impact Fees)	760,188	760,188	532,132	372,492
Transfer In (Sewer Impact Fees)	456,951	456,951	319,866	223,906
Fund Interest Income	58,158	76,650	60,000	60,000
TOTAL	\$4,119,561	\$3,977,983	\$3,929,057	\$3,799,527
TOTAL RESOURCES	\$5,584,727	\$5,490,680	\$5,443,022	\$5,402,257
<u>APPROPRIATIONS</u>				
Principal	\$3,320,000	\$2,566,975	\$2,566,975	\$2,516,126
Interest	749,992	1,272,219	1,272,219	1,109,768
Fees	770	1,098	1,098	1,030
Subtotal	\$4,070,762	\$3,840,292	\$3,840,292	\$3,626,924
TOTAL APPROPRIATIONS	\$4,070,762	\$3,840,292	\$3,840,292	\$3,626,924
UNAPPROPRIATED FUND BALANCE	\$1,513,965	\$1,650,388	\$1,602,730	\$1,775,333

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/12/05	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Budget & Research	Initials	Date		
Department Head	Karen Rhodes	Executive Director			
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>[Signature]</i>	<i>9/12/05</i>	
Agenda Coordinator (include phone #): Elizabeth Dorrance x7146					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2005-06; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
This ordinance approves and adopts the capital improvement projects in the Community Investment Program to be completed or undertaken in 2005-06, and sets the level of appropriations for the various funds, as reviewed by the City Council.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2005-06; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 8, 2005, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2005-06; and

WHEREAS, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2005-06 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

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

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2005 and ending September 30, 2006, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Police and Court Facilities Fund	20,000
B.	Library Facilities Fund	1,000,000
C.	Fire Facilities Fund	5,500,000
D.	Animal Shelter Facilities Fund	200,000
E.	Park Improvements Fund	16,253,000
F.	Recreation Centers Fund	12,153,000
G.	Street Enhancements Fund	272,000
H.	Street Improvements Fund	31,518,000
J.	Park Fee Program	1,785,000
K.	DART Fund	300,000
L.	Capital Reserve Fund	14,124,200

ORDINANCE NO. _____

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M.	Municipal Drainage CIP Fund	2,820,000
N.	Water Projects Fund	3,334,721
O.	Sewer Projects Fund	4,209,721

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2005.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/12/05	Reviewed by Legal <i>AS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Budget & Research	Initials	Date		
Department Head	Karen M. Rhodes	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>9/12/05</i>	
Agenda Coordinator (include phone #): Casey Srader (ext. 5152)					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005, AND TERMINATING SEPTEMBER 30, 2006, AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
This ordinance sets the ad valorem tax rate for 2005-06 at 45.35 cents per \$100 assessed valuation, to be distributed as follows:					
28.88 for Operations & Maintenance					
<u>16.47 for General Obligation Debt</u>					
45.35 Total Tax Rate					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005, AND TERMINATING SEPTEMBER 30, 2006; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2005-06, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2004-05; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2005-06 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, the proposed tax rate does exceed Effective Tax Rate; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2005-06 should be approved and adopted for Fiscal Year 2005-06.

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

Section 1. There is hereby levied and shall be assessed for the Fiscal Year 2005-06 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$.2888	for purposes of General Fund maintenance and operation.
\$.1647	for payment of principal and interest on all General Obligation Bond funded debt of this City.
<hr/> \$.4535	Total Tax Rate.

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Section II. This Tax Rate will raise more taxes for Maintenance and Operations than last year's Tax Rate.

Section III. The Tax Rate will raise taxes for Maintenance and Operations on a \$100,000 home by approximately \$6.24.

Section IV. The Tax Assessor of the City of Plano is hereby directed to assess for the 2005-06 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this ordinance.

Section V. This Ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED, THIS THE _____ DAY OF _____, 2005.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	<i>John F. McGrath</i>		Executive Director		
Dept Signature:	<i>John F. McGrath</i>		City Manager	<i>AMU</i> <i>Stokes</i>	
Agenda Coordinator (include phone #): Donna White - x7479					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE TO ESTABLISH AND DESIGNATE A CERTAIN AREA AS REINVESTMENT ZONE NO. 89 CONSISTING OF 2.0493 ACRE TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF 10 TH STREET AND PLACID AVENUE IN THE CITY OF PLANO, TEXAS, ESTABLISHING THE BOUNDARIES AT SUCH ZONE, ORDAINING OTHER MATTERS RELATING THERETO 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:	2005-2006	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL					
COMMENTS: The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$200,000.00. The proposed Real Property improvements are estimated to have an approximate taxable value of not less than \$1,500,000.00. The proposed Business Personal and Real Property tax abatement will begin January 1, 2006, and continue through the year of 2015, and will be equal to fifty (50%) percent for ten (10) years.					
SUMMARY OF ITEM					
This is related to Loyd Real Properties, LLC and Nationwide Rigging & Crating, Inc., a Texas Corporation, request for Tax Abatement. This Ordinance creates the geographical zone on which Council will hold a Public Hearing earlier on the same Agenda and date. Notice of Public Hearing to be published August 12, 2005, prior to Public Hearing on this Council date of August 22, 2005.					
List of Supporting Documents: Ordinance and Public Hearing Notice		Other Departments, Boards, Commissions or Agencies Joint Committee on Tax Abatement, Collin County, and Collin County Community College District			

4-1

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: September 5, 2005

FROM: John F. McGrane 
Director of Finance

CC: Barbara Newell, EAA
Di Zucco, ACS

SUBJECT: Tax Abatement for Nationwide Rigging & Crating, Inc., a Texas Corporation and Loyd Real Properties, LLC, a Texas Limited Liability Company, Reinvestment Zone No. 89

The Tax Abatement Agreement with Nationwide Rigging & Crating, Inc., a Texas Corporation and Loyd Real Properties, LLC, a Texas Limited Liability Company is for a period of ten (10) years at fifty percent (50%) of the Real Property and Business Personal Property.

Nationwide Rigging & Crating, Inc. (The Mover) is a storage and warehousing company specializing in all facets of the moving industry. Their services include commercial, office, machinery moving, electronics, storage, residential, and international moves.

Operating its own fleet of trucks, forklifts and specialized equipment, Nationwide Rigging & Crating, Inc. offers specialization in handling, packing, movement and delivery of commercial and residential needs.

The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$200,000.00 and the Real Property is estimated to have an approximate taxable value of not less than \$1,500,000.00. The company's location is located at the corner of 10th Street and Placid Avenue, Plano, Texas. The business relocation will result in approximately 30 full-time jobs upon occupancy. The proposed Real Property and Business Personal Property tax abatement will begin January 1, 2006 and continue through the year 2015.

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NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Monday, September 12, 2005, to consider the creation of Reinvestment Zone No. 89 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 89 being a tract of land situated in the Sanford Beck Survey, Abstract No. 73, Collin County, Texas and being a part of Lot 2, Block A of Onyx Business Center II, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Cabinet N, Slide 533, Map Records of Collin County, Texas, said tract being part of a called 4.4470 acre tract conveyed to SSEB Enterprises, L.P., by deed recorded in Volume 5204, Page 1935, Deed Records of Collin County, Texas, with said premises being more particularly described by metes and bounds on file in the Finance Department.

4-3

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 89 FOR A TAX ABATEMENT CONSISTING OF A 2.0493 ACRE TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF 10TH STREET AND PLACID AVENUE, IN THE CITY OF PLANO; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 12th day of September, 2005, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

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Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and

- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 89, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2006.

Section VI. To be eligible for tax abatement a retail project shall:

- a) Be located wholly within the zone as established herein.
- b) Have a minimum expenditure on personal property improvements equal to or greater than **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)**.
- c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

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- d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable real property (and personalty) value from taxation as approved hereunder as shown below:

- a) Duration of Exemption - ten (10) consecutive tax years beginning with and including the January 1, 2006 assessment date.
- b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property;
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this _____ day of September, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

4-8

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 89
Real Property
Metes and Bounds

BEING a tract of land situated in the Sanford Beck Survey, Abstract No. 73, Collin County, Texas and being a part of Lot 2, Block A of Onyx Business Center II, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Cabinet N, Slide 533, Map Records of Collin County, Texas, said tract being part of a called 4.4470 acre tract conveyed to SSEB Enterprises, L.P., by deed recorded in Volume 5204, Page 1935, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a found ½ inch iron rod at the south corner of a right of way corner clip at the intersection of the north line of 10th Street (a 60 foot right of way) with the east line of Placid Avenue (a 60 foot right of way); said point being the most southerly southwest corner of said Lot 2;

THENCE North 45°30'18" West, with the said right of way corner clip, a distance of 14.41 feet to a ½ inch iron rod for a corner; said point being the west corner of the said right of way corner clip in the east line of Placid Avenue;

THENCE North 00°09'55" West, with the east line of Placid Avenue, a distance of 372.55 feet to a found ½ inch iron rod, said point being the POINT OF BEGINNING;

THENCE North 00°09'55" West, with the east line of Placid Avenue, a distance of 296.04 feet to a found "X" cut on concrete pavement for a corner; said point being the common west corner of said Lot 2 and Lot 1, Block A of the said Onyx Business Center II;

THENCE North 89°50'05" East, departing the east line of Placid Avenue and with the common line of said Lot 1 and Lot 2, a distance of 299.51 feet to a found "X" cut on concrete pavement for a corner in the west line of Lot 1, Block B of 10th Street Business Park, an addition to the City of Plano, Texas according to the map thereof recorded in Cabinet J, Page 257, Map Records of Collin County, Texas;

THENCE South 00°09'55" East, with the west line of said Lot 1, Block B, a distance of 300.04 feet to a found ½ inch iron rod for a corner;

THENCE South 89°24'00" West, 299.51 feet to the POINT OF BEGINNING in the west right of way line of 10th Street; and containing 89,265.96 square feet or 2.0493 acres, more or less.

4-9



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/12/05			Reviewed by Legal <i>JOB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance			Initials	Date
Department Head	John F. McGrane		Executive Director		
Dept Signature:	<i>John F. McGrane</i>		City Manager	<i>JM</i>	<i>9/12/05</i>
Agenda Coordinator (include phone #): Donna White - x7479					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, NATIONWIDE RIGGING & CRATING, INC., A TEXAS CORPORATION, AND LOYD REAL PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, LOCATED AT THE NORTHEAST CORNER OF 10 TH STREET AND PLACID AVENUE, PLANO, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 2005-2006	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S): GENERAL					
COMMENTS: The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$200,000.00. The proposed Real Property is estimated to have an approximate taxable value of not less than \$1,500,000.00. The proposed Business Personal and Real Property tax abatement will begin January 1, 2006, and continue through the year of 2015, and will be equal to fifty (50%) percent for ten (10) years.					
SUMMARY OF ITEM					
A request by Loyd Real Properties, LLC, a Texas Limited Liability Company, and Nationwide Rigging & Crating, Inc., a Texas Corporation, for tax abatement. Office and warehouse building - Reinvestment Zone 89.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution			Joint Committee on Tax Abatement, Collin County, and Collin		
Tax Abatement Agreement			County Community College District		

5-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, LOYD REAL PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND NATIONWIDE RIGGING & CRATING, INC., A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, Loyd Real Properties, LLC, a Texas Limited Liability Company and Nationwide Rigging & Crating, Inc., a Texas Corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of September, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

5-3

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "**CITY**"; the County of Collin, Texas, duly acting therein by and through its County Judge, and the Collin County Community College District, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as "**TAXING UNITS**", and **LOYD REAL PROPERTIES, LLC**, a Texas Limited Liability Company, duly acting by and through its managing member, hereinafter referred to as "**OWNER**" of the Real Property, and **NATIONWIDE RIGGING & CRATING, INC.**, a Texas Corporation, duly acting by and through its Board of Directors, as owner of the Personal Property and lessee of the Real Property, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, on the 12th day of September, 2005, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing **Reinvestment Zone No. 89**, for manufacturing tax abatement, hereinafter referred to as the "Ordinance", as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the **CITY** has adopted a revised Policy Statement for Tax Abatement by Resolution No. 2004-9-22(R) stating that it elects to be eligible to participate in Tax Abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets for the appropriate guidelines and criteria governing tax abatement agreements to be entered into by the **CITY** as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the retail economic and employment base of the Plano area thereby benefiting both the **CITY** and the **TAXING UNITS** in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter, defined, and the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said **Reinvestment Zone No. 89** in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City of Plano and all applicable law.

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NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in EXHIBIT "A" (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, **LOYD REAL PROPERTIES, LLC**, a Texas Limited Liability Company, is the **OWNER** of the Real Property. This Agreement shall be terminated should the Real Property not be leased or owned by **LESSEE**, its successors, affiliates, or permitted assigns, affiliates, or any non-affiliated owner of **NATIONWIDE RIGGING & CRATING, INC.**, a Texas Corporation, which is providing financing for the project under which **NATIONWIDE RIGGING & CRATING, INC.**, a Texas Corporation (or its successors, assign, or affiliate) is the **LESSEE**.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within **Reinvestment Zone No. 89**, which shall be hereinafter referred to as the "Personalty". The Personalty shall have a taxable value, as determined by the Collin County Appraisal District, of not less than Two Hundred Thousand and No/100 Dollars (\$200,000.00), on or before January 1, 2006, and is or will be owned by **LESSEE** or its affiliates or successors or permitted assigns. **LESSEE** shall timely render its personal property value each year to the Central Appraisal District. Personalty includes a capitalized lease that is subject to taxation.

3. **LESSEE** as owner of the Personalty, may not relocate, for Purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the **CITY**.

JOBS

4 **LESSEE** estimates the proposed development of the Real Property as shown in EXHIBIT "B" (the "Development") will result in approximately thirty (30) full-time job equivalents at the Development in Plano when the new office building is completed. A full-time Job equivalent is one or more job positions which when combined total 2080 hours annually.

IMPROVEMENTS

5. The **OWNER** shall complete construction of improvements and/or repairs (hereinafter referred to as "Improvements") to an existing (Real Property) office building with an initial expenditure of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) on or before January 1, 2006; provided that the **OWNER** shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if **OWNER** is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the **CITY**, the **OWNER** has made substantial progress toward completion of the initial phase of the Improvements.

For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of **OWNER** including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action, (unless caused by acts or omissions of **OWNER**), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a temporary or permanent Certificate of Occupancy for the Improvements is issued by the City of Plano.

6. The **OWNER** agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of the Agreement. **OWNER** further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, **OWNER** shall from the date a temporary or permanent Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: one 41,780 square foot office and warehouse space where **LESSEE** or its affiliates will initially employ approximately thirty five (30) employees referred to herein as the "Purposes".

DEFAULT

7. Any of the following events shall be deemed a breach of this Agreement resulting in default:

- (a) The Improvements are not completed in accordance with this Agreement;
- (b) **OWNER** or **LESSEE** allow its real and personal property taxes owed the **CITY** or **TAXING UNITS** on the Real Property, Improvements, or Personalty to become delinquent and fail to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;
- (c) **OWNER** completes the Improvements in accordance with paragraph 5 above but **LESSEE** fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before January 1, 2006, or
- (d) The taxable value of the **Personalty** placed in Reinvestment Zone No. 89 as determined for ad valorem tax purposes on January 1, 2006 is less than the minimum amounts set forth in paragraph 2.
- (e) For any period after the date specified in paragraph 2 above, the taxable value of the **Personalty** as determined for ad valorem tax purposes is less than the minimum amount set forth in paragraph 2 above as the result of the **LESSEE** filing a protest of the value or causing or allowing the removal of any **Personalty** from Reinvestment Zone No. 89.
- (f) **LESSEE** fails to employ at least seventy-five (75%) of its employee commitment as provided in paragraph 4 above; or

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(g) **OWNER** or **LESSEE** fails to provide annual certification as required in paragraph 10 below.

8. In the event that the **OWNER** or **LESSEE** default under this Agreement then the **CITY** or **TAXING UNITS** shall give the **OWNER** and **LESSEE** written notice of such default and if the **OWNER** or **LESSEE** has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **CITY** and **TAXING UNITS**. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after **OWNER** or **LESSEE** fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due thereafter shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above, and after **OWNER** or **LESSEE** fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes, including previously abated taxes which would have been paid to the **CITY** and **TAXING UNITS** without the benefit of this Agreement, shall become due and owing to the **CITY** and **TAXING UNITS**, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the **OWNER**, or its successors or assigns, and **LESSEE** must provide annual certification (substantially in the form attached as EXHIBIT "C" hereto) to the governing body of the **CITY** certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

11. The terms conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by **OWNER** or **LESSEE** unless written permission is first granted by the **CITY** and **TAXING UNITS**, which permission shall be at the reasonable discretion of the **CITY** and **TAXING UNITS**, except under the following conditions:

(a) Assignment to an affiliate of **OWNER** or **LESSEE** is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by **OWNER** or **LESSEE** to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and **LESSEE** shall continue to conduct business on the subject premises, and shall remain the primary tenant. However, **OWNER** and **LESSEE** agree to give written notice to the **CITY** and **TAXING UNITS** of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the **CITY** and **TAXING UNITS**, a portion of ad valorem real and personal property taxes from the Real Property, Improvements and Personalty otherwise owed to the **CITY** and **TAXING UNITS** shall be abated as follows:

(a) The tax abatements as to the Real Property, Improvements and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2006, through December 31, 2015.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the value of the Improvements and fifty percent (50%) of the value of the Personalty for each tax year from January 1, 2006, through December 31, 2015.

(c) The **OWNER** and **LESSEE** shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of third business day after the date deposited in the United States mail:

For City by notice to:

City of Plano, Texas
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P. O. Box 860358
Plano, Texas 75086-0358

5-8

For TAXING UNITS by notice to:

County of Collin, Texas
Attention: The Honorable Ron Harris
County Judge
Collin County Commissioners Court
210 S. McDonald, Suite. 626
McKinney, Texas 75069

Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Blvd.
Plano, Texas 75093

For OWNER by notice to:

Loyd Real Properties, LLC
Attn: Rick Loyd
1100 Placid Avenue
Plano, TX 75074

For LESSEE by notice to:

Nationwide Rigging & Crating, Inc.
Attn: Pauline Loyd
1100 Placid Avenue
Plano, TX 75074

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The **OWNER** and **LESSEE** further agree that the **CITY** and **TAXING UNITS**, their agents and employees, shall have reasonable right (upon reasonable prior notice to **OWNER**) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, **CITY** and **TAXING UNITS** shall have the continuing right (upon reasonable prior notice to **OWNER** and **LESSEE**) to inspect the Improvements and Personalty to insure that they are thereafter maintained, operated and occupied in accordance with this Agreement.

5-9

15. It is understood and agreed between the parties that the **OWNER** and **LESSEE**, in performing their obligations hereunder, are acting independently, and the **CITY** and **TAXING UNITS** assume no responsibilities or liabilities in connection therewith to third parties and **OWNERS** agree to indemnify and hold harmless **CITY** and **TAXING UNITS** from any and all claims, suits, and causes of actions, including attorney's fees, of any nature whatsoever arising out of **OWNER'S** default of their obligations hereunder.

16. The **CITY** and **TAXING UNITS** each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 12th day of September, 2005, authorizing the City Manager to execute the Agreement on behalf of the **CITY**.

18. This Agreement was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on of _____, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board minutes of the Board of Trustees of Collin County Community College District at its board meeting on _____, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by **OWNER** pursuant to authority granted by its Manager whereby an authorized representative of the **OWNER** was authorized to execute this Agreement on behalf of **OWNER**.

21. This Agreement was entered into by **LESSEE** pursuant to authority granted by its Board of Directors, whereby an authorized representative of the corporation was authorized to execute this Agreement on behalf of **LESSEE**.

22. This instrument shall constitute a valid and binding Agreement between the **CITY**, **OWNER**, and **LESSEE** when executed in accordance herewith, regardless of whether any other **Taxing Unit** executes this Agreement. This shall constitute a valid and binding Agreement between such **TAXING UNITS**, **OWNER**, and **LESSEE** when executed on behalf of said parties, for the abatement of such **TAXING UNIT'S** taxes in accordance therewith.

23. **Severability.** If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5 10

24. If upon sell by **OWNER** to **LESSEE** or its assigns, the **LESSEE** or its assigns shall assume all owners rights and obligations under this agreement.

25. This Agreement is performable in Collin County, Texas.

Signed this _____ day of September, 2005.

ATTEST:

CITY OF PLANO, TEXAS, a home
rule municipal corporation

Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck, CITY
MANANGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Remainder of page not used.

ATTEST:

COMMISSIONERS COURT OF
COLLIN COUNTY

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

CHAIRMAN

OWNER:

ATTEST:

**LOYD REAL PROPERTIES, LLC, a
Texas Limited Liability Company**

By: _____
Name: Rick Loyd
Title: Member

By: _____
Name: Pauline Loyd
Title: Member

LESSEE:

ATTEST:

**NATIONWIDE RIGGING & CRATING,
INC., a Texas Corporation**

By: _____
Name: Pauline Loyd
Title: President

5-12

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 89
Real Property
Metes and Bounds

BEING a tract of land situated in the Sanford Beck Survey, Abstract No. 73, Collin County, Texas and being a part of Lot 2, Block A of Onyx Business Center II, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Cabinet N, Slide 533, Map Records of Collin County, Texas, said tract being part of a called 4.4470 acre tract conveyed to SSEB Enterprises, L.P., by deed recorded in Volume 5204, Page 1935, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a found ½ inch iron rod at the south corner of a right of way corner clip at the intersection of the north line of 10th Street (a 60 foot right of way) with the east line of Placid Avenue (a 60 foot right of way); said point being the most southerly southwest corner of said Lot 2;

THENCE North 45°30'18" West, with the said right of way corner clip, a distance of 14.41 feet to a ½ inch iron rod for a corner; said point being the west corner of the said right of way corner clip in the east line of Placid Avenue;

THENCE North 00°09'55" West, with the east line of Placid Avenue, a distance of 372.55 feet to a found ½ inch iron rod, said point being the POINT OF BEGINNING;

THENCE North 00°09'55" West, with the east line of Placid Avenue, a distance of 296.04 feet to a found "X" cut on concrete pavement for a corner; said point being the common west corner of said Lot 2 and Lot 1, Block A of the said Onyx Business Center II;

THENCE North 89°50'05" East, departing the east line of Placid Avenue and with the common line of said Lot 1 and Lot 2, a distance of 299.51 feet to a found "X" cut on concrete pavement for a corner in the west line of Lot 1, Block B of 10th Street Business Park, an addition to the City of Plano, Texas according to the map thereof recorded in Cabinet J, Page 257, Map Records of Collin County, Texas;

THENCE South 00°09'55" East, with the west line of said Lot 1, Block B, a distance of 300.04 feet to a found ½ inch iron rod for a corner;

THENCE South 89°24'00" West, 299.51 feet to the POINT OF BEGINNING in the west right of way line of 10th Street; and containing 89,265.96 square feet or 2.0493 acres, more or less.

**EXHIBIT "C"
CERTIFICATE OF COMPLIANCE
REINVESTMENT ZONE NO. 89**

This letter certifies that **LOYD REAL PROPERTIES, LLC**, a Texas Limited Liability Company and **NATIONWIDE RIGGING & CRATING, INC.**, a Texas Corporation, are in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ as of November 1, _____. The term of this Agreement is January 1, 2006 through December 31, 2015. If the taxable value of the Personalty as determined for by ad valorem tax purposes for the current year is less than the amount specified in paragraph 2 of the Agreement, this letter further certifies that the taxable value of the Personalty as determined for ad valorem tax purposes is not less than the amount specified in paragraph 2 of the Agreement as the result of **OWNER's filing a protest of the values** or causing or allowing the removal of any Personalty from **Reinvestment Zone 89**. This form is due on November 1st of each year this tax abatement is in force.

OWNER:

ATTEST:

**LOYD REAL PROPERTIES, LLC, a
Texas Limited Liability Company**

By: _____
Name: Rick Loyd
Title: Member

By: _____
Name: Pauline Loyd
Title: Member

LESSEE:

ATTEST:

**NATIONWIDE RIGGING & CRATING,
INC., a Texas Corporation**

By: _____
Name: Pauline Loyd
Title: President

NOTE: The Certificate of Compliance should be mailed to: City of Plano, Texas
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

5/15

MEMO

September 6, 2005

TO: Tom Muehlenbeck, City Manager
Frank Turner, Executive Director

FROM: Tom Elgin, Development Review Manager **TE**

RE: Zoning Case 2005-29

Per the attached letter, the applicant has amended their rezoning petition. Billingsley Company is now requesting that their property be rezoned from Agricultural (A) to Single Family Residence-6 (SF-6), consistent with the Planning & Zoning Commission's recommendation.

The agenda item is a public hearing and consideration of Zoning Case 2005-29. Should the zoning case be approved, the ordinance that ratifies the rezoning will be on the September 26, 2005, City Council agenda.

6-1

Billingsley

Billingsley Company
4100 International Parkway, Suite 1100
Carrollton, Texas 75007

972.820.2200 phone
972.820.2201 fax
www.billingsleyco.com

RECEIVED
PLANNING DEPT

August 29, 2005

Ms. Phyllis Jarrell
Director of Planning
City of Plano
1520 Avenue K, Suite 250
Plano, Texas 75074

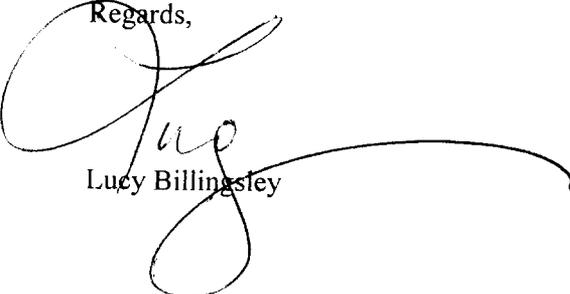
RE: Proposed Zoning for Austin Ranch-Plano Tract (Austin Parks)
Applicant: Crow-Billingsley Windhaven, Ltd.

Dear Ms. Jarrell:

The Planning & Zoning Commission has recommended SF-6 zoning on the 18.8 acres located on the north side of Windhaven, so we would like the case to proceed to the City Council meeting scheduled for September 12, 2005 with the SF-6 recommendation. It is our intention is to accept the SF-6 zoning.

Our entire management team will be attending an out-of-town corporate retreat on September 12, so in our absence, Mary Poss will be our representative at City Council. If you have any further questions, please contact me.

Regards,


Lucy Billingsley

6-2

DATE: August 16, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of August 15, 2005

AGENDA ITEM NO. 9A - PUBLIC HEARING
ZONING CASE 2005-29
APPLICANT: CROW-BILLINGSLEY WINDHAVEN, LTD.

DESCRIPTION:

A request to zone 18.8± acres located on the north side of Windhaven Parkway, 670± feet west of Midway Road. The current zoning is Agricultural (A). The requested zoning is Planned Development-Single-Family Residence-Attached/Single-Family Residence-6 (PD-SF-A/SF-6). Zoned Agricultural.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 28

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 6

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

STIPULATIONS:

The Planning & Zoning Commission amended the request and recommended the entire tract be zoned Single-Family Residence-6.

FOR CITY COUNCIL MEETING OF: September 12, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/slc

xc: Crow-Billingsley Windhaven, Ltd.
Matt Dorsett, Spiars Engineering, Inc.
Lynn Woodall, Administrative Support Supervisor

6-3

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 15, 2005

Agenda Item No. 9A

Public Hearing: Zoning Case 2005-29

Applicant: Crow-Billingsley Windhaven, Ltd.

DESCRIPTION:

A request to zone 18.8± acres located on the north side of Windhaven Parkway, 670± feet west of Midway Road. The current zoning is Agricultural (A). The requested zoning is Planned Development-Single-Family Residence-Attached/Single-Family Residence-6 (PD-SF-A/SF-6). Zoned Agricultural.

HISTORY:

Zoning Case 2003-59, initiated in October 1993, proposed zoning the property to Planned Development-Single-Family Residence-Attached (PD-SF-A). The planned development district proposed an urban style, townhouse development with three story dwellings sited up close to the street edge. In December 2003, the applicant requested to withdraw the zoning petition to re-evaluate development plans for the property. The Planning & Zoning Commission accepted the applicant's request to withdraw the zoning petition at their January 20, 2004, meeting.

REMARKS:

The applicant is proposing to zone 18.8± acres to PD-SF-A/SF-6 to allow the property to be developed as single-family attached and single-family detached residential uses. A preliminary site plan (Agenda Item No. 9B) accompanies this request.

The current zoning is A. The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for packing, treating, or storing of produce.

6-4

This property is part of the Austin Ranch project, a mixed-use, urban form of development that includes multifamily and townhouse residences and retail and office commercial spaces. The proposed zoning is PD-SF-A/SF-6. The SF-A district is designed to provide for townhouse developments with small individually-platted lots for each residential unit and with a common open space system that is an integral part of the development. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. A Planned Development district 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 proposes to amend the lot area and bulk standards of the SF-A and SF-6 districts to create a transitional residential development between the existing suburban, single-family residences to the east, north, and south and the existing urban style, mixed-use development to the west.

Surrounding Land Use and Zoning

The property is currently undeveloped and is being used for agricultural purposes. It is generally flat and has no significant existing vegetation. A 170-foot TXU electrical transmission line easement bisects the northern one-third of this property. As previously mentioned, this property is part of the Austin Ranch development. The western boundary of this request is the Denton/Collin county line and Plano/The Colony city limit line. The majority of the Austin Ranch development falls in The Colony.

The property immediately to the west in The Colony is undeveloped at this time. Further to the west, the property is developed as mixed-use, retail and office commercial, and multifamily uses. To the north and northwest across McKamy Trail, a two-lane collector street, properties are developed as Single-Family Residence-9 (SF-9) residential uses (Shoal Creek I & II). To the northeast is City of Plano's Sunset Park. To the east, the properties are zoned and developed as Single-Family Residence-7 (SF-7) residential uses (Midway Park Addition). The southern boundary of this request is Windhaven Parkway. South of this Type C thoroughfare, the property is currently zoned A, and is being used for agricultural purposes. It is not a part of this rezoning request.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential. This request is consistent with the Residential land use designation.

Adequacy of Public Facilities - Water and sanitary sewer services are generally available in the area but may require extensions of these services for the development of the properties.

Traffic Impact Analysis - A TIA is not required for single-family zoning requests.

ISSUES:

Residential Density

The Future Land Use Plan of the Comprehensive Plan designates this property as Residential. This Residential land use designation does not specify or delineate residential uses by density. The requested residential density falls between the single-family development to the east and north and the approved residential density to the west (within The Colony).

Request for Planned Development-Single-Family Residence-6 Zoning

The applicant intends to develop Tract 3 as shown on the zoning exhibit (approximately 10.6 acres) as a Planned Development district with SF-6 base zoning. The minimum lot area of 6,000 square feet is not proposed to change. The applicant proposes the following amendments to the SF-6 district:

1. To increase the minimum lot width for interior lots from 55 feet to 65 feet, and to increase the minimum lot width for corner lots from 60 feet to 65 feet.
2. To decrease the minimum lot depth from 100 feet to 90 feet.
3. To decrease the minimum front yard setback from 25 feet to 15 feet. The minimum front yard setback for the garage only shall be 20 feet.
4. To decrease the minimum side yard setback for interior lots from six feet or ten percent of the lot width, whichever is greater, to six feet, and to decrease the side yard setback for corner lots from 15 feet to 10 feet.
5. To increase the maximum lot coverage from 35% for the primary structure plus ten percent for accessory structures to 60% total for primary and accessory structures.

The applicant intends to develop a single-family detached housing product that begins the transition from the SF-7 dwellings at its eastern edge toward the urban-style, mixed-use development to the west. The proposed 6,000 square foot minimum lot size, detached house product, and two story height is similar to the adjacent SF-7 neighborhood. The proposed increase in lot width, decrease in lot depth, decrease in side and front yard setbacks, and increase in lot coverage will result in a home with a greater street presence that is a characteristic of urban-style and density housing products.

6-6

Request for Planned Development-Single-Family Residence Attached Zoning

The applicant intends to develop Tracts 1 and 2 as shown on the zoning exhibit (approximately 4.8 acres and 3.4 acres respectively) as a Planned Development district with SF-A base zoning. The applicant proposes the following amendments to the SF-A district:

1. To increase the minimum lot area from 2,250 square feet to 2,700 square feet.
2. Townhouse shall have rear entry garages. Visitor parking shall be provided by on-street adjacent to the curb.
3. To increase the minimum lot width for interior lots from 25 feet to 30 feet, and to increase the minimum lot width for corner lots from 30 feet to 35 feet.
4. To decrease the minimum front yard setback from ten feet (for rear entry garages) to five feet.
5. To decrease the minimum side yard setback for corner lots from ten feet to five feet.
6. To establish a ten foot minimum rear yard setback. Garages shall be set back a minimum of 20 feet for the garage only.
7. To increase the maximum lot coverage from 65% total for primary and accessory structures to 70% total for primary and accessory structures.

The applicant is intending to develop a rear entry garage, townhouse product. Two offsite parking spaces will be provided between the garage and the alley. The proposed 30-foot lot width will accommodate on-street visitor parking.

The change to SF-A zoning and the proposed amendments to the SF-A standards continue the transition to the mixed-use development to the west from the SF-7 and SF-9 neighborhoods east and north of this site. The two-story height limit continues the same height of the proposed PD-SF-6 houses and the existing houses in the adjacent SF-7 neighborhoods. The proposed decrease in front yard and side yard setbacks and increase in maximum lot coverage of the proposed townhouses will result in a density and street presence approaching that of the urban-style townhouses and multifamily development to the west.

Conformance to the Housing Element of the Comprehensive Plan

The Housing Element of the Comprehensive Plan is organized under three major themes: Livable City, City of Organized Development, and City in Transition. One objective of the Livable City theme is to provide a variety of housing options for prospective Plano residents. Within Plano, the adjacent neighborhoods have been developed as SF-9 and SF-7. The proposed PD-SF-A/SF-6 zoning will increase the variety of housing options for this area of Plano.

The City of Organized Development theme provides for various housing types within the neighborhood setting instead of concentrations of each type in separate areas of Plano. The proposed PD-SF-A/SF-6 zoning is consistent with the objective of the neighborhood concept.

Open Space

The base SF-A district requires common open space for contiguous SF-A property with greater than 50 lots. Because Tracts 1 and 2 are separated by a 170-foot wide transmission line easement, the Zoning Ordinance does not consider the two tracts as being contiguous.

SUMMARY:

The physical character of the property is appropriate for single-family residential uses, and there are adequate public facilities to support the development. The proposed PD-SF-A/SF-6 zoning and development stipulations will result in unique residential products that are consistent with the Housing Element goal of providing a variety of housing types, and will provide a transition from the SF-7 dwellings to the east and north to the urban-style, mixed-use development to the west.

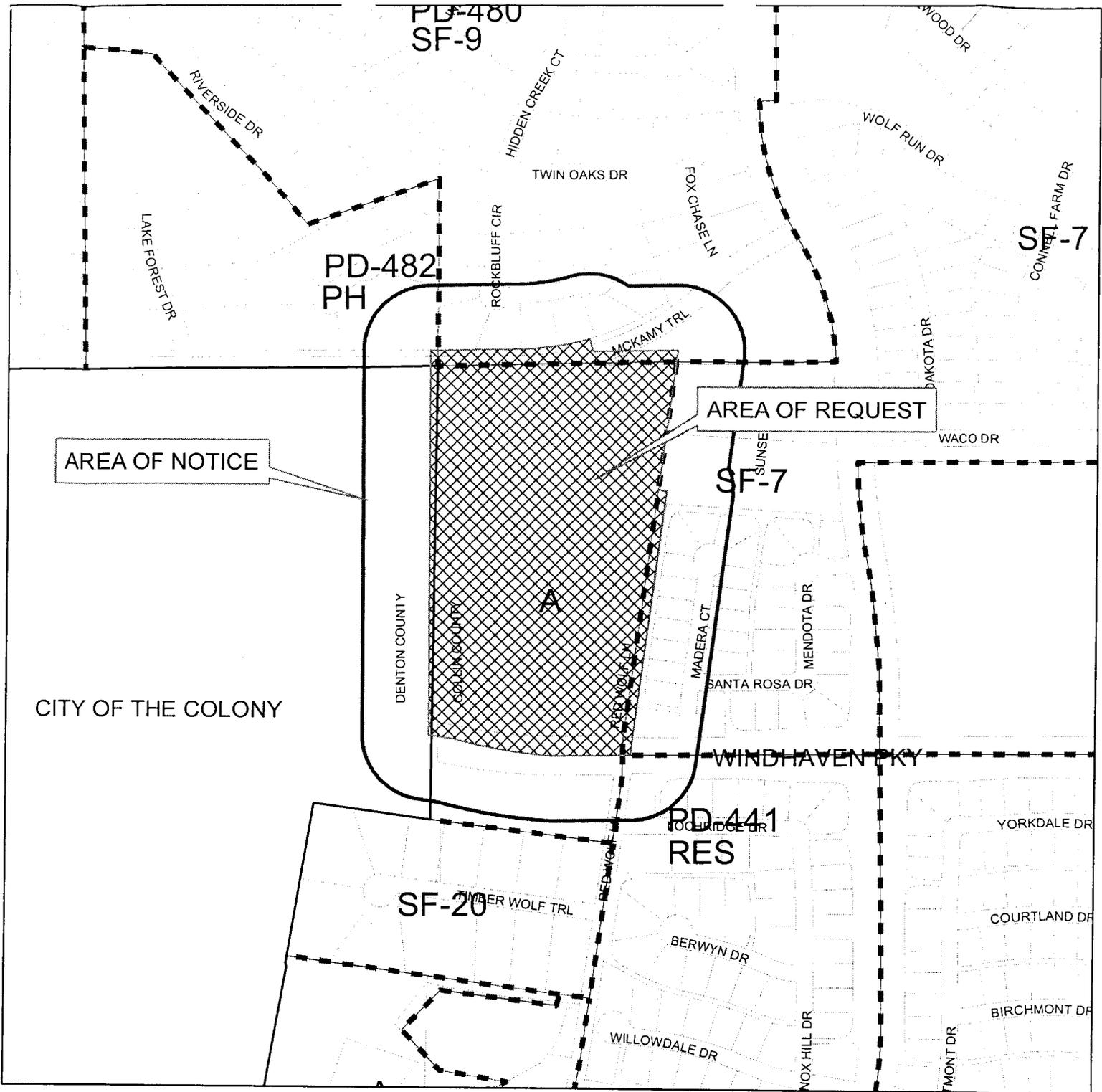
RECOMMENDATION:

Recommended for approval as:

1. Tracts 1 and 3 are recommended for approval as SF-A subject to:
 - a. The minimum lot area shall be 2,700 square feet.
 - b. Townhouse shall have rear entry garages. Visitor parking shall be on-street parking adjacent to the curb.
 - c. The minimum lot width for interior lots shall be 30 feet, and the minimum lot width for corner lots shall be 35 feet.
 - d. The minimum front yard setback shall be five feet.

6-8

- e. The minimum side yard setback for corner lots shall be five feet.
 - f. The minimum rear yard setback shall be ten feet. Garages shall be set back a minimum of 20 feet for the garage only.
 - g. The maximum lot coverage shall be 70% total for primary and accessory structures.
2. Tract 2 is recommended for approval as SF-6 subject to:
- a. The minimum lot width for interior lots and corner lots shall be 65 feet.
 - b. The minimum lot depth shall be 90 feet.
 - c. The minimum front yard setback shall be 15 feet. For front-entry garages, the minimum front yard setback for the garage only shall be 20 feet.
 - d. The minimum side yard setback for interior lots shall be six feet, and the minimum side yard setback for corner lots shall be ten feet.
 - e. The maximum lot coverage shall be 60% total for primary and accessory structures.



Zoning Case #: 2005-29

Existing Zoning: AGRICULTURAL

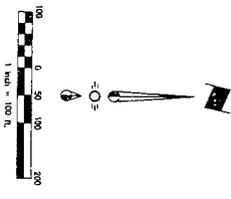
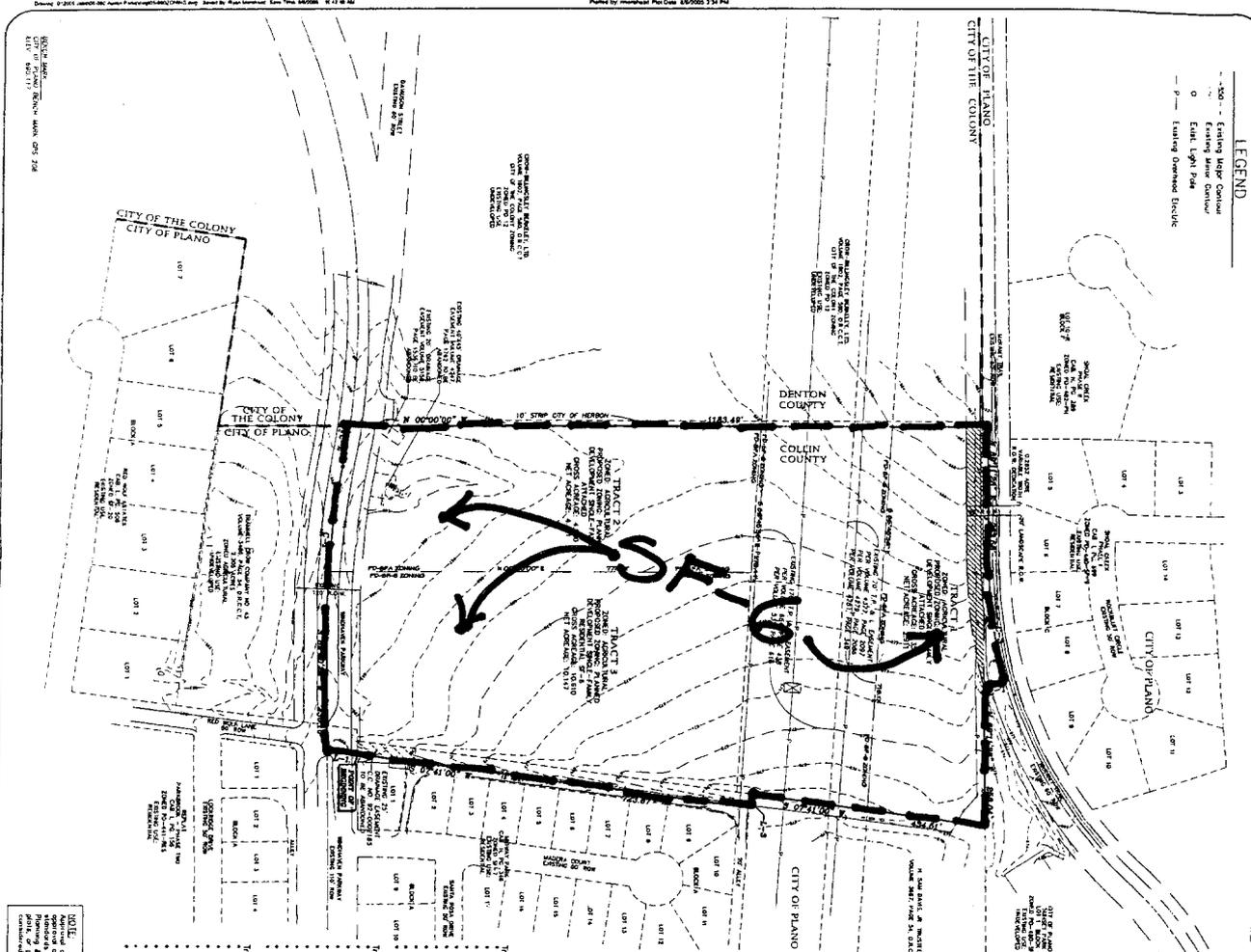
6-10



○ 200' Notification Buffer

LEGEND

- - - - - Existing Major Contour
- - - - - Existing Minor Contour
- Existing Light Pole
- Existing Overhead Electric



CLIQUE TABLE

CLIQUE	LENGTH	WIDTH	AREA	PERCENTAGE
1	100	100	10,000	100%
2	100	50	5,000	50%
3	50	50	2,500	25%
4	50	25	1,250	12.5%
5	25	25	625	6.25%
6	25	12.5	312.5	3.125%
7	12.5	12.5	156.25	1.5625%
8	12.5	6.25	78.125	0.78125%
9	6.25	6.25	39.0625	0.390625%
10	6.25	3.125	19.53125	0.1953125%
11	3.125	3.125	9.765625	0.09765625%
12	3.125	1.5625	4.8828125	0.048828125%
13	1.5625	1.5625	2.44140625	0.0244140625%
14	1.5625	0.78125	1.220703125	0.01220703125%
15	0.78125	0.78125	0.6103515625	0.006103515625%
16	0.78125	0.390625	0.30517578125	0.0030517578125%
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87	0.00000000			



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/12/05	Reviewed by Legal <i>sw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>AM</i>	<i>8/26/05</i>
Agenda Coordinator (include phone #):		Di Zucco - X7551		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item will provide for the nomination of a candidate for the Collin County Central Appraisal District Board of Directors.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

7-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin County Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors:

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

7-2 

Diane C. Wetherbee, CITY ATTORNEY



Collin Central Appraisal District

August 16, 2005

Pat Evans, Mayor
City of Plano
P. O. Box 860358
Plano, TX 75086

RE: Election of Central Appraisal District of Collin County Board of Directors.

Dear Mayor Evans:

Please be advised that the City of Plano will have 378 votes to cast in the election of the Board of Directors for the Central Appraisal District of Collin County. The terms will be for two years beginning January 1, 2006.

Each voting unit may nominate from one to five candidates. Nominations must be made in an open meeting.

A written resolution from the presiding officer should include the name and address of each candidate nominated. The resolution must be delivered to the Chief Appraiser before October 17, 2005.

Sincerely,

Jimmie Honea
Chief Appraiser

JCH/mlr

Enclosure

Received

AUG 17 2005

City Manager's Office
City of Plano, Texas

7-3

DIRECTOR QUALIFICATIONS

An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office.

A person may serve on the governing body of a taxing unit in the appraisal district that is; a city councilman, school board trustee, county commissioner, or other board member, and still be eligible to serve as a director. The common-law doctrine of incompatibility (holding offices that have conflicting demands on the holder) does not prohibit the same person from holding both offices. There is no limit to the number of elected officials that may serve on the board.

An employee of a taxing unit within the appraisal district may not serve as a director. The only time that a taxing unit's employee may serve is if that employee is also an elected official or member of the governing body. For example, a city councilman who is employed as the school business manager may serve as a director.

A person may not serve as a director if he or she is related to someone who appraises property for use in proceedings before the appraisal review board or in subsequent court proceedings, or represents property owners in such proceedings.

A person may not serve on the board of directors if that person has a substantial interest in a business entity which has a contract with the appraisal district or, in the case of a taxing unit, has a contract related to the performance of an activity governed by the Tax Code. (Example- a partner in a law firm engaged in collecting delinquent taxes for a taxing unit.)

In considering individuals to serve as directors, taxing units should look for expertise in such areas as accounting, finance, management, personnel administration, contracts, computers, real estate, or taxation.