

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., DECEMBER 20, 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

Legal Advice	Wetherbee	10 min
A. Respond to questions and receive legal advice on agenda items	.	

PRELIMINARY OPEN MEETING

I. Consideration and action resulting from executive session discussion	Council	5 min.
II. Mobility Report	Neal	10 min.
III. Discussion and Direction on Sign Regulations for Office Buildings	Mata	10 min.
IV. Discussion and Direction re Reallocation of Arts Funding	Wear/ Madigan	10 min.
V. Council items for discussion/action on future agendas	Council	5 min.
VI. Consent and Regular Agenda	Council	5 min.
VII. Council Reports	Council	5 min.
A. Council May Receive Information, discuss and provide direction on the following reports:		
B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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



CITY COUNCIL

1520 AVENUE K

DATE: December 20, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION: Associate Pastor Paul Mussachio
Preston Meadow Lutheran Church

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

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>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>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>Bid No. 2006-21-C for an annual fixed price contract for Tree Maintenance Contract for Parks and Recreation to TruGreen Landcare in the estimated annual amount of \$40,000. This will establish a one (1) year contract with two (2) City optional one (1) year renewals.</p>	
(b)	<p>Bid No. 2006-19-B for Police Department Generator Replacement to Groves Electric Service, Inc., in the amount of \$42,075.</p>	
(c)	<p>Bid No. 2006-46-B for three (3) 1-Ton Extended Cargo Vans for the Facilities Maintenance Department from Sam Packs Five Star Ford of Carrollton in the amount of \$55,992.</p>	
(d)	<p>Bid No. 2006-29-B for twenty-three (23) Cab and Chassis with Bodies from Sam Packs Five Star Ford of Carrollton (Items 1 and 2), Dallas Dodge (Item 3), Baby Jack II Automotive LTD (Items 4, 5, 7, and 8), Rockwall Ford (Item 6), Metro Ford Truck Sales, Inc. (Item 9), Team Bonner Chevrolet (Items 10 and 11), and Philpott Motors LTD (Item 12) in the amount of \$729,000.</p>	
(e)	<p>Bid No. 2006-11-C for a two-year fixed price contract for Uniform Rental and Laundry Service to Aramark Uniform Services in the estimated two-year amount of \$30,000. This will establish a two-year contract with one optional two-year renewal.</p>	
(f)	<p>Bid No. 2006-49-B for Los Rios Boulevard Phase I – Lake Level Control Structures to Jim Bowman Construction Company, L.P. in the amount of \$130,398.</p>	
(g)	<p>Bid No. 2006-38B for Whiffletree Water Rehabilitation to Barson Utilities, Inc. in the amount of \$1,452,547. The project consists of the construction of 13,000 feet of water mains through the City of Plano with the preponderance in the Whiffletree Subdivision.</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>	
(h)	<p>To approve the purchase of an enterprise storage area network in the amount of \$399,444 from Storage Technology Corporation through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR#: DIR-VPC-03-010)</p> <p><u>Adoption of Resolutions</u></p>	
(i)	<p>To approve the terms and conditions of a Real Estate Contract by and between the City of Plano, Texas, and Windhaven, Ltd., a Texas Limited Partnership, for the purchase of approximately 2.606 acres located at the intersection of Spring Creek Parkway and Windhaven Parkway, Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the terms and conditions of a Real Estate Contract by and between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints and the City of Plano for the purchase of approximately 2.320 acres located at 2401 Legacy Drive and Quarry Chase Trail, Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(k)	To repeal Resolution No. 2004-9-20(R) and approve and authorize revised golf course green fees at Pecan Hollow Golf Course; providing a repealer clause and an effective date.	
(l)	To approve the sole-source purchase of thirty (30) Hammerhead XRTE mobile computers and related equipment in the amount of \$152,420 from OPEN incorporated; authorizing its execution by the City Manager; and providing an effective date.	
(m)	To approve the terms and conditions of an amendment to a Route Specific Communications Facilities License by and between the City of Plano, Texas and Sprint Spectrum L.P., a Delaware Limited Partnership, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager and providing an effective date.	
<u>Adoption of Ordinances</u>		
(n)	To repeal City of Plano Ordinance No. 2005-9-22; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an Assignment Pay Plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of Paramedic; establishing a Shift Personnel Coordinator and Paramedic Preceptor Pay Plan for members of the Plano Fire Department; establishing an Assignment Pay Plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause, and an effective date.	
(o)	To amend Ordinance No. 2005-11-27 to revise Exhibit "A" reflecting an increase to the Battalion Chief base pay and to add a new Battalion Chief step after six (6) months; and providing a repealer clause, a severability clause, and an effective date.	
(p)	To abandon all right, title and interest of the City, in and to that certain 25' fire lane, access and utility easement recorded in Volume 5186, Page 102 of the Collin County Land Records and being situated in the Daniel Rowlett Survey, Abstract Number 738 and located at the southwest corner of Chase Oaks Boulevard and Central Expressway (U.S. Highway No. 75) in the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owners, Fairview Farm Land Company, Ltd., Dave Capps Family Limited Partnership and American Realty Trust, Inc. to the extent of their interests; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To amend Section 18-34 <i>Commercial Container Rates</i> of Article II <i>Collection Charges</i> of Chapter 18 <i>Solid Waste</i> of the City Code of Ordinances; establishing a revised schedule of rates and charges for collection and disposal of solid waste from commercial accounts in the City of Plano; and providing a repealer clause, a severability clause and an effective date.	
(r)	<p><u>Approval of Minutes</u></p> <p>December 12, 2005</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>	
(1)	<p>To approve an ordinance authorizing a three-year renewal of the Private Franchise Agreement by and between the City of Plano, Texas and Allied Waste Systems, Inc. d/b/a Trinity Waste Services, for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive private franchise for collection of recyclable materials from commercial customers located in the City of Plano; and authorizing the City Manager to execute any and all documents necessary to effectuate this renewal; providing a repealer clause, a severability clause, a savings clause, a penalty clause and providing for publication and an effective date. (First Reading)</p>	
(2)	<p>Public Hearing and an ordinance to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 91 for a tax abatement consisting of a 10.05 acre tract of land located at 2805 Plano Parkway, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.</p>	
(3)	<p>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, CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories, Inc., a Not-For-Profit Delaware 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.</p>	
(4)	<p>Public Hearing and an ordinance to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 95 for a tax abatement consisting of a 3.425 acre tract of land located at 1601 Summit Avenue, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>(5)</p> <p>(6)</p>	<p>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, Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, 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.</p> <p>Public Hearing and an ordinance as requested in Zoning Case 2005-46 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 1.3± acres located 500± feet east of Coit Road and 700± feet north of McDermott Road in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Planned Development-434-Retail (Tract II – 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I – 1.2± acres) ; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</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

December 14, 2005

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

Honorable Mayor and City Council:

We will begin our meeting Tuesday, December 20, at 5 pm in Executive Session with Legal Advice from the City Attorney.

The Preliminary Open Meeting consists of the Mobility Report, discussion and direction on sign regulations for office buildings, discussion and direction on reallocation of arts funding.

I look forward to seeing you Tuesday evening and I want to take this opportunity to wish you and your families the very best holiday season.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn



Transportation Mobility / Safety Report

November 2005

- **Traffic Signals:**

- New Signal Construction/Design:*

- Developing computer graphics for new 2070 signal control system
 - Developing As-Built drawings for 200 signalized intersections (5% completed)
 - Design traffic signal at Custer and Ridgeview (5% complete)
 - Continued installing new 2070 controllers - (95% completed)
 - Construct traffic signal at Independence/Glenclyff (**turned-on 11/05**)
 - Constructing traffic signal at Plano Parkway @ Parkwood Boulevard (turn-on 12/05)
 - Design traffic signal at Spring Creek and Parkwood (35% completed)

- **Traffic Safety:**

- ✓ Installed additional 4-hour parking signs in Haggard Park parking area
 - ✓ Parkwood from Parkshore to SH121 - New roadway section opened to traffic 11/14
 - ✓ Parkwood, Spring Creek to Democracy – New roadway section opened to traffic 11/29
 - ✓ Parkwood, Spring Creek to SH121 – 40 miles per hour speed limit posted
 - ✓ Willow Bend West V area – Decorative traffic control sign poles installed by the HOA
 - ✓ Archerwood - Crosswalks installed at two locations near DART station
 - Working with other cities to develop uniform strategy in response to HB 87 (gives city council authority to post 25 mph without engineering study)
 - Analyzing two completed CIP intersection improvement projects to determine their effectiveness (90% completed)
 - Analyzing employee commute patterns (30% completed)
 - Implemented a "Resident Parking Only" plan for Haggard Park neighborhood (**Neighborhood requests minor modification**)
 - 2006 HAL/HARS program (30% completed)
 - Revising Sections 12.72 & 12.73 of the Code of Ordinances (school zones)

- **Safe Streets Program (SSP)**

- ✓ **Parkhaven Drive - The Temporary Plan resident response due 12/05**
 - ✓ **City Council approves: Changes to the Substitution process, addition of new definitions, and new procedures for Multiple, Simultaneous, and Adjacent program requests.**
 - ✓ **Hawkhurst Drive – Permanent Plan approved (58% response and 73% approval). The Permanent Plan includes speed cushions at six locations. Installation planned for 12/05.**
 - ✓ **Seabrook Drive and Cumberland Trail – Permanent Plan meetings held 11/05. Sent comment forms to gather input on their Temporary Plans. Meetings will be held November 7th and 14th respectively**
 - ✓ **Cross Bend Road - Public meeting scheduled for 12/05 to discuss their Permanent Plan.**
 - ✓ **Russell Creek Drive and Travis Drive - Public meetings planned for 1/05.**
 - ✓ **Construction notice letters sent to Sailmaker Lane, Rainier Road (South of Spring Creek), Lexington Drive, Country Place Drive (North of Park), and Mission Ridge Road (North of Spring Creek) for their temporary devices.**
 - ✓ **Construction letters sent to residents on Rainier Road (North of Spring Creek) for their Permanent devices. Public Works anticipates having all six projects installed during 12/05, weather permitting.**

✓ **Old Pond Drive - New participating neighborhood**

Participating Neighborhoods

- Kimble Drive (**forms sent to neighborhood sponsor 10/05**)
- Royal Oaks Drive (Heavy enforcement ended 7/05 but did not resolve the speeding problem. A Temporary Plan is being developed)
- Mission Ridge from Parker to Matterhorn (**Temporary Plan under development**)
- Blue Ridge Trail north of Spring Creek (**Temporary Plan to be mailed 12/05**)
- Parkhaven Drive (**Temporary Plan mailed in 11/05**)
- Winding Hollow Lane (new participating neighborhood)
- Russell Creek Drive (Temporary devices installed 5/05)
- Hawkhurst Drive (**Permanent Plan devices ordered, work order to be sent to Public Works**)
- Ranier Road (north of Spring Creek Parkway) (Work Order sent to Public Works to install Permanent Plan)
- Seabrook (Temporary devices installed 3/05. **Comments forms mailed to residents**)
- Cumberland Trail (Temporary devices installed 3/05. Comment forms mailed to residents)
- Crossbend from Tumbil Lane to Coit (Temporary devices installed 4/05 – **Comment forms being mailed to residents 11/05**)
- Ranier Road south of Spring Creek Parkway (Work Order sent to Public Works to install Temporary Plan)
- Sailmaker Drive (Temporary *substitution* devices installed)
- Travis Drive (Temporary devices installed 5/05)
- Lexington Drive (Work order sent to Public Works to install Temporary Plan)
- Country Place Drive north of Park Boulevard (Work order sent to Public Works to install Temporary Plan)
- Peachtree Lane (Temporary Plan approved by residents. **Work Order sent to Public Works for installation of Temporary Devices**)
- Parkhaven Drive (Temporary Plan to be mailed 11/05)
- Silverstone Drive (Temporary Plan approved by residents. **Work Order sent to Public Works to installation of Temporary Devices**)
- Mission Ridge North of Spring Creek (Work order sent to Public Works to install Temporary Plan)

• Long Range Planning:

- ✓ **Moderated November TMT meeting program on 2000 and 2003 MUTCD changes**
- US-75 Ramp Reversal project. (TISEO PAVING CO. was the low bidder at \$8.26M)
- Revise Plano Thoroughfare Standards (Graphics work 50% complete)
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

Signs Regulations for Office Buildings

City Council Meeting
December 20, 2005

Agenda

1. Sign Ordinance Requirements

2. Sign Permit Requests

3. Sign Benchmarks – Area Cities

4. Sign Ordinance Proposal

Sign Regulations for Office Buildings

1. Sign Ordinance Requirements

3.1603 Design and Construction Specifications

(I) Requirements for Wall Signs

- (iii) In the case where two or more wall signs are installed in a single wall area, the gross surface area may not exceed two times the lineal width of the wall area available to such signs. Such signs shall not be arranged as to have a vertical height of more than six feet, except as noted in 1.b.ii. above. The combination of the sign widths, when placed side by side, shall not exceed 75% of the width of the wall available to such signs.
- (iv) General business wall signs must be located over the business for which they are intended. Wall signs may be illuminated; however, illuminated wall signs on rear building facades shall be prohibited unless facing a nonresidential zoning district.

Sign Regulations for Office Buildings

Ordinance requires signs directly above tenant's space



Sign Regulations for Office Buildings

2. Sign Permit Requests

- Ability to locate signs on the top floor of a building
- Flexibility to choose sign locations on a building
- Best location option for signage - based on visibility

Sign Regulations for Office Buildings

Request: Sign location above another than tenant's space



**CAN THE PROSPECTIVE
FIRST FLOOR TENANT
HAVE A SIGN HERE?**

**PROPOSED LEASE
SPACE ON 1ST FLOOR**

Sign Regulations for Office Buildings

3. Sign Benchmarks – Area Cities

- Dallas, Richardson, Frisco, and Irving – allow signage on any wall location on the building but shall not exceed a set percentage of coverage and height
- Addison – allows one sign at top and bottom of a building
- Fort Worth – requires signs above tenant space

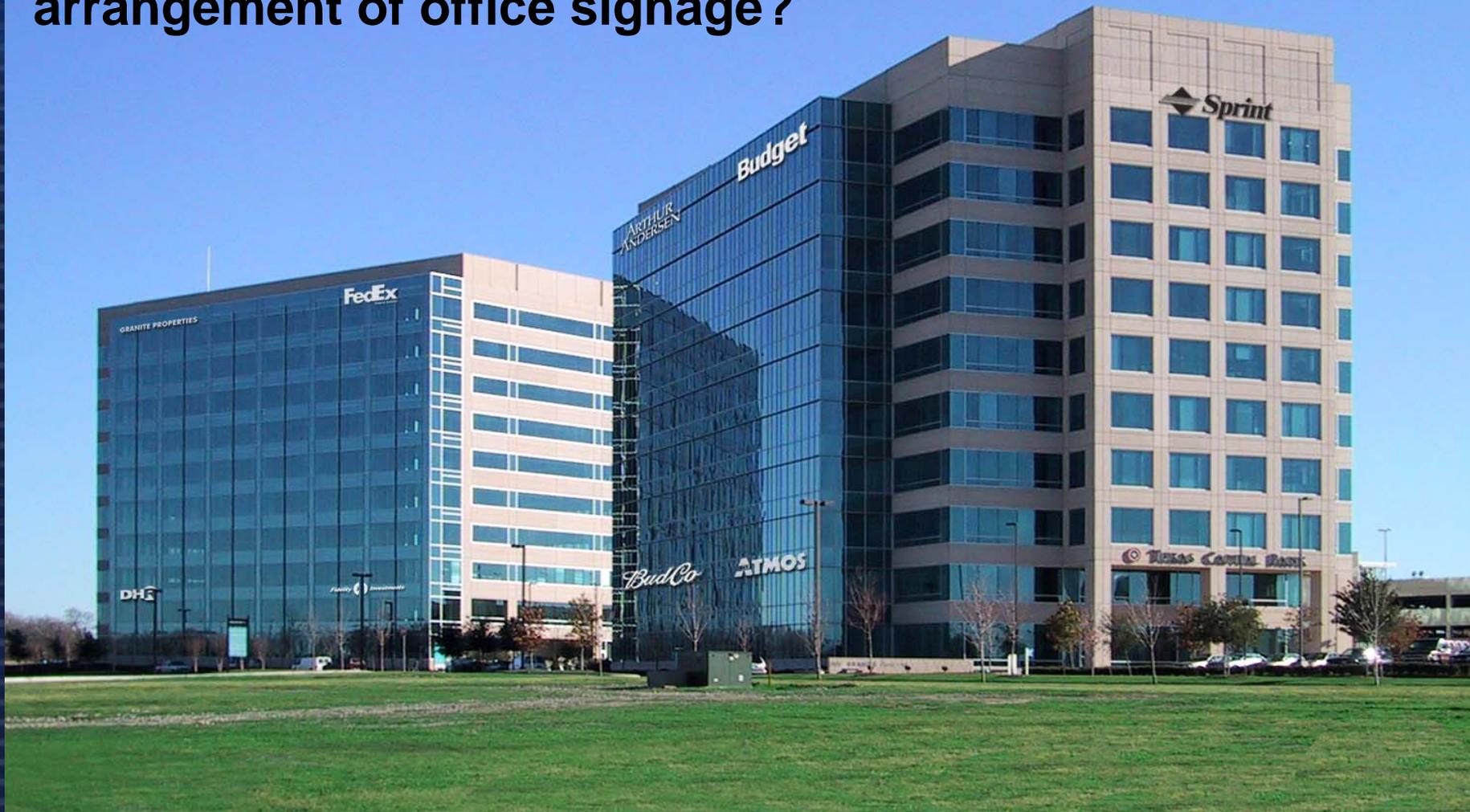
Sign Regulations for Office Buildings

4. Sign Ordinance Proposal

- Review ordinance for possible amendments to allow flexible use of building signage
- Coordinate details and requirements with P&Z Commission
- Report back to council with P&Z recommendation and approval

Sign Regulations for Office Buildings

Should the sign ordinance be amended to allow flexible arrangement of office signage?



Questions?

City Council Meeting
December 20, 2005

Memorandum

Date: December 8, 2005
To: Don Wendell, Parks and Recreation Director
From: Jim Wear, Creative Arts Manager
Subject: **Cultural Affairs Commission Recommendation to Council**

At their meeting of November 7, 2005, the Cultural Affairs Commission voted 4-1 to recommend that the entire \$ 511,671 originally allocated by Council for funding to arts organizations be utilized for that purpose, and that the Cultural Affairs Commission use the scores they had given to the arts organizations' applications to compute the re-allocation of the funds that had been awarded to Plano Repertory Theater.

Although this represents a departure from the direction given by Council in October, the Cultural Affairs commissioners believe that this is the best way to proceed. The Cultural Affairs Commission would like to have a few minutes of the Council's time during the work session on December 20, 2005, to present this latest recommendation and seek direction from the Council.

Arts Funding Budget for FY 2005-2006	\$ 511,671
Total Currently Allocated to Arts Grants	\$ 419,492
Available Budget	<u>\$ 92,179</u>

Council had directed that some funds be set aside to replace the Courtyard Theater revenues lost when Plano Repertory Theater went out of business. We have since obtained new rentals that replaced much of the lost revenues.

Lost Revenue for 2006	\$ 44,000
Projected New Revenues	\$ 30,500
Remaining Balance	<u>\$ 13,500</u>

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**Discussion/Action Items for Future Council Agendas
(as of December 13, 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.

December 20 – Employee Holiday Luncheon – Plano Centre

December 23 – 26 – Christmas/ Winter Holidays

January 2, 2006 – New Year Holiday

January 9

Senior Citizens Advisory Board Report
Comprehensive Monthly Financial Report

January 23

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

January 26, District 1 Roundtable, Plano Centre-Windhaven Room, 7 p.m.

February 1, 2006 Collin County Economic Summit, CCCCD, 11:30 a.m. – 4:30 p.m.

February 10-12, AAMC, Corpus Christi

February 13

February 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

Va

March 6-10, PISD Spring Break

March 11-15, National League of Cities, Washington DC

March 16

March 25 – Plano Police Department, Perot Systems, 7 p.m.

March 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

April 10

April 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

May 8

May 18 – District 3 Roundtable, Davis Library Program Room, 7 p.m.

May 22

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

May 30, June 1 – Council Workshop – Lyle Sumek

June 2 – 5, Texas City Managers Association – Corpus Christi

June 12



June 26

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

July 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

July 26

August 14

August 24 – District 4 Roundtable, Haggard Library Program Room, 7 p.m.

August 28

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

September 11

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

October 9

October 23

Dart Report
Mobility Report

VC

Comprehensive Monthly Financial Report

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

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

November 13

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

December 11

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

December 19

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

Vd

Tom Muehlenbeck

From: Jean Callison
Sent: Wednesday, December 14, 2005 8:11 AM
To: Tom Muehlenbeck
Subject: FW: Plano Youth Leadership - February 16, 2006

Here's the final information:

Thursday, February 16, 2006
Haggard Library - Coit
Speakers - 6:30 pm to 7:20 pm (10 minutes each)
Tom, Bruce, Greg and Brian

Thank you,

Jean Callison

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

From: Jean Callison
Sent: Sat 12/10/2005 11:37 PM
To: Tom Muehlenbeck
Cc:
Subject: RE: Plano Youth Leadership - February 16, 2006

FYI (to clarify) - This is an evening event. The session runs from 5:30 to 8:30. I'll let you know in the next few weeks exactly when we need the speakers.

Jean

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

From: Tom Muehlenbeck
Sent: Tue 12/6/2005 1:36 PM
To: Bruce Glasscock; Greg Rushin; Brian Collins; Tom Muehlenbeck
Cc: Jean Callison
Subject: Plano Youth Leadership - February 16, 2006

Gentlemen:

Please reserve the above date so that each of us can make presentations to a Plano Youth Leadership program for "My Stake in the Future".

The presentations should last about ten minutes at a location and time to be determined.

Hurricane Katrina-Plano's Role - Bruce
Sales Tax Impact on Plano-Shop Plano First - Tom
Police Issue (I suggested information about the red light cameras) - Greg
Health Issue (I suggested information about the bird flu) - Brian

12/14/2005

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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:	12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Sharon Mason</i>	City Manager	<i>JM</i>	<i>12/12/05</i>
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No. 2006-21-C for an annual fixed price contract for Tree Maintenance Contract for Parks and Recreation to TruGreen Landcare in the estimated annual amount of \$40,000.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	05/06	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 FUND				
COMMENTS: This item approves price quotes. Expenditures will be made in the Park Field Services Department within the approved budget appropriations. The estimated annual amount is \$40,000 with two City optional one-year renewals. STRATEGIC PLAN GOAL: Purchase of Uniforms relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
ANNUAL CONTRACT WITH RENEWALS				
Staff recommends bid of TruGreen Landcare in the estimated annual amount of \$40,000.00 be accepted as the best value bid conditioned upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one (1) year renewals for a Tree Maintenance Contract for Parks and Recreation Department.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum, Bid Recap, and Evaluation Matrix				

a-1

MEMO

TO: PURCHASING DEPARTMENT
FROM: KYM HUGHES, LANDSCAPE SERVICES SUPERVISOR
DATE: 12/5/2005
RE: **AWARD RECOMMENDATION 2006-21-C, PARK TREE MAINTENANCE CONTRACT**

It is the recommendation of Plano Parks Department to award **2006-21-C, Park Tree Maintenance Contract** to TruGreen Landcare. TruGreen Landcare appears capable of meeting the requirements of the above-mentioned annual service contract. The total projected annual amount for this contract is \$40,000.00.

As stated in the bid documentation, this contract is to be awarded as "Best Value". Please see the attached Bidder Evaluation Matrix developed during the award recommendation process.

By copy of this memo to Susan Berger, I ask that a file for this future annual contract be created, and copies of these and future related documents be placed in this file.

Please review and begin the necessary steps for presentation to Council.

Attachments

c: Jim Fox, Park Services Manager
Shellene Beach, Park Operations Manager
Linda Benoit, Administrative Coordinator
Norma Mendoza, Park Sr. Administrative Assistant
Susan Berger, Park Sr. Administrative Assistant

a-2

Best Value Bidder Evaluation Matrix
2006-21-C Tree Maintenance Contract
Bid Award Recommendations

Bidder	Owner's assessment of the bidder's capability to perform like type of work. Value = 40	Price of all bid items. Value = 35	Owner's evaluation of the bidder's equipment inventory and the capabilities to perform this contract as specified. Value = 25	Total Bidder Score (100 points possible)
TruGreen Landcare	During the work history review, the bidder received satisfactory comments from submitted references. The bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 20	Bidder was the apparent lowest responsive, responsible bidder. Amount = \$40,000.00 annually Points awarded to this Bidder this section = 35	Bidder's submitted inventory and Owner's assessment of bidder's capabilities, meets the acceptable criteria of this contract. Bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 25	100
Arborological Services	This bidder's work history was not verified. The bid was incomplete. (Several line items on the bid tab were left blank.) Points awarded to this Bidder this section = 0	This bidder's total bid amount was not considered. The bid was incomplete. (Several line items on the submitted bid were left blank.) Points awarded to this Bidder this section = 0	This bidder's inventory and capabilities were not evaluated. The bid was incomplete. (Several line items on the submitted bid were left blank.) Points awarded to this Bidder this section = 0	0.0
Tree Systems	This bidder's work history was not verified. The bid was non-responsive to bid specifications. (Several forms were missing from the submitted bid packet.) Points awarded to this Bidder this section = 0	This bidder's total bid amount was not considered. The bid was non-responsive to bid specifications. (Several forms were missing from the submitted bid packet.) Points awarded to this Bidder this section = 0	This bidder's inventory and capabilities were not evaluated. This bid was non-responsive to bid specifications. (Several forms were missing from the submitted bid packet.) Points awarded to this Bidder this section = 0	0.0

2-3

All entries on this table were gathered and compiled using actual bid documents as submitted by each Bidder. This bid shall be awarded by Council as a "Best Value Bid". The above evaluation matrix has been provided by the using department in an attempt to identify the most appropriate Bidder for this contract.

A score has been given to Bidders in each category using the information contained in each responsive, responsible Bidder's bid package



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: 12/20/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>		
Agenda Coordinator (include phone #): <i>8</i> Dianna Wike Ext. 7549					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-19-B for Police Department Generator Replacement to Groves Electric Service, Inc. in the amount of \$42,075.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	58,000	0	58,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-42,075	0	-42,075
BALANCE		0	15,925	0	15,925
FUND(S):					
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (1) generator for the Police Department. The balance of funds will be used for other equipment replacement purchases.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Groves Electric Service, Inc. in the amount of \$42,075.00 be accepted as lowest responsive, responsible bid, conditioned upon timely execution of any necessary contract documents. This is for the purchase of Police Department Generator Replacement.					
List of Supporting Documents: Bid Summary		Other Departments, Boards, Commissions or Agencies			

b-1

MEMORANDUM

DATE: December 5, 2005
TO: Karl Henry, Equipment Services Manager
FROM: Richard Medlen, Facilities Maintenance Supervisor
SUBJECT: Bid No. 2006-19-B – Police Department Generator Replacement

I have reviewed the bids received for the generator replacement at the Police Department. I concur with the Purchasing Department's recommendation to award the bid to Groves Electrical Service, Inc., who is the apparent lowest responsive responsible bidder, in the amount of \$42,075, which also meets bid specifications.

Please forward your recommendation and financial summary worksheet to Purchasing.

/ap

xc: Bill Morris, Facilities Manager
Dianna Wike, Buyer
Reid Choate, Equipment Services Technical Coordinator

b-2

CITY OF PLANO
Bid No. 2006-19-B
Police Department Generator Replacement

Bid Recap

Bid opening Date/Time:	11/29/05 @ 3:30
Number of Vendors Notified:	494
Vendors Submitting "NO BIDS":	None
Vendors Non-Responsive to Specification:	Pinnacle Electric, Inc.

Responsive Bidders

Groves Electrical Service, Inc.	\$42,075.00
Dal-Ec Construction, LTD.	\$47,000.00

Dianna Wike

12/09/2005

Dianna C. Wike, C.P.M.
Buyer
Purchasing Division

Date

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:	12/20/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing Division	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>12/20/05</i>	
Agenda Coordinator (include phone #): January Cook X7376					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2006-46-B for Three (3) 1-Ton Extended Cargo Vans from Sam Packs Five Star Ford of Carrollton in the amount of \$55,992.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	102,000	0	102,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-55,992	0	-55,992
BALANCE		0	46,008	0	46,008
FUND(S): EQUIPMENT REPLACEMENT FUND					
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of Three (3) 1-Ton Extended Cargo Vans for Facilities Maintenance. The balance of funds will be used for other equipment replacement purchases.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Sam Packs Five Star Ford of Carrollton in the amount of \$55,992.00 be accepted as the lowest responsive responsible bid meeting specifications for the purchase of Three (3) 1-Ton Extended Cargo Vans. These units are approved scheduled replacements for unit #31903 (Dept. 352), unit #32108 (Dept. 352), and unit #31903 (Dept. 352).					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Recap					

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CITY OF PLANO
Bid No. 2006-46-B
Three (3) 1-Ton Extended Cargo Vans

Bid Recap

Bid opening Date/Time:	12/1/05 @ 3:00 PM
Number of Vendors Notified:	217
Vendors Submitting "NO BIDS":	3
Vendors Non-Responsive to Specification:	Sam Packs Five Star Ford of Carrollton (Alt 2)

Responsive Bidders

Sam Packs Five Star Ford of Carrollton (First Offer)	\$55,992.00
Baby Jack II Automotive LTD	\$60,441.00
Westway Ford	\$61,461.00
Metro Ford Truck Sales, Inc.	\$68,544.00
Hall Buick Pontiac GMC	\$68,834.61
Graff Chevrolet Company	\$69,297.00

January M. Cook

12/5/2005

January M. Cook, CPPB
Senior Buyer
Purchasing Division

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:	12/20/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing Division		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 12/20/05	
Agenda Coordinator (include phone #): January Cook X7376					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2006-29-B for Twenty-Three (23) Cab and Chassis with Bodies from Sam Packs Five Star Ford of Carrollton (Items 1 and 2), Dallas Dodge (Item 3), Baby Jack II Automotive LTD (Items 4, 5, 7, and 8), Rockwall Ford (Item 6), Metro Ford Truck Sales, Inc. (Item 9), Team Bonner Chevrolet (Items 10 and 11), and Philpott Motors LTD (Item 12) in the amount of \$728,999.60.					
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	829,000	0	829,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-729,000	0	-729,000
BALANCE		0	100,000	0	100,000
FUND(S): EQUIPMENT REPLACEMENT FUND & GENERAL FUND					
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (2) ¾-Ton Extended Cab Trucks, (2) ¾-Ton Regular Cab Trucks, (11) 1-Ton Regular Cab Trucks, (2) 1-Ton Extended Cab Trucks, (2) 1-Ton Crew Cab Trucks, (1) 2-Ton Truck, (2) 1¼-Ton Trucks, and the new addition of (1) 1-Ton Extended Cab Truck for various departments. The balance of funds will be used for other equipment replacement purchases.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bids of Sam Packs Five Star Ford of Carrollton (Items 1 and 2 in the amount of \$45,894.60), Dallas Dodge (Item 3 in the amount of \$40,676.00), Baby Jack II Automotive LTD (Items 4, 5, 7, and 8 in the amount of \$236,763.00), Rockwall Ford (Item 6 in the amount of \$31,323.00), Metro Ford Truck Sales, Inc. (Item 9 in the amount of \$45,613.00), Team Bonner Chevrolet (Items 10 and 11 in the amount of \$206,500.00), and Philpott Motors LTD (Item 12 in the amount of \$122,230.00) in the total amount of \$728,999.60 be accepted as the lowest responsive responsible bids meeting specifications for the purchase of Twenty-Three (23) Cab and Chassis with Bodies.					



CITY OF PLANO COUNCIL AGENDA ITEM

These units are approved scheduled replacements for unit #35038 (Dept. 766), unit #35036 (Dept. 634), unit #35234 (Dept. 634), unit #35233 (Dept. 637), unit #36219 (Dept. 643), unit #36018 (Dept. 743), unit #36035 (Dept. 634), unit #99363 (Dept. 742), unit #36041 (Dept. 766), unit #36215 (Dept. 643), unit #36038 (Dept. 742), unit #36039 (Dept. 742), unit #38004 (Dept. 742), unit #36031 (Dept. 644), unit #36032 (Dept. 644), unit #36033 (Dept. 644), unit #36218 (Dept. 644), unit #36010 (Dept. 644), unit #36034 (Dept. 643), unit #98185 (Dept. 742), unit #98001 (Dept. 743), unit #99362 (Dept. 743), and one new addition (Dept. 643).

List of Supporting Documents:
Bid Recap

Other Departments, Boards, Commissions or Agencies

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CITY OF PLANO
Bid No. 2006-29-B
(23) Cab and Chassis with Bodies

Bid Recap

Bid opening Date/Time: 11/28/05 @ 3:00 PM
Number of Vendors Notified: 661
Vendors Submitting "NO BIDS": 2
Vendors Non-Responsive to Specification: Dallas Dodge (Items 1 - 2)
 Team Bonner Chevrolet (Items 3 - 8)

	<u>Items 1-2</u>	<u>Item 3</u>	<u>Items 4-5 & 7-8</u>	<u>Item 6</u>	<u>Item 9</u>	<u>Items 10-11</u>	<u>Item 12</u>
Sam Packs Five Star Ford of Carrollton	\$45,894.60	\$40,723.60	\$238,600.00	\$31,927.00	No Bid	\$224,748.00	No Bid
Dallas Dodge	See Above	\$40,676.00	No Bid	No Bid	No Bid	No Bid	No Bid
Baby Jack II Automotive LTD	\$47,539.00	\$41,524.00	\$236,763.00	\$31,886.00	\$49,747.00	\$221,567.00	\$123,294.00
Rockwall Ford	\$49,148.00	\$47,814.00	\$251,903.00	\$31,323.00	No Bid	No Bid	No Bid
Metro Ford Truck Sales, Inc.	\$50,851.00	\$45,566.00	\$257,732.00	\$33,658.00	\$45,613.00	\$244,328.00	\$153,296.00
Team Bonner Chevrolet	\$46,700.00	See Above	See Above	See Above	No Bid	\$206,500.00	No Bid
Philpott Motors, LTD	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$122,230.00
Graff Chevrolet Company	\$48,923.00	\$42,220.00	\$247,662.00	\$32,820.00	\$46,283.00	\$225,742.00	No Bid
Huffines Chevrolet	\$50,938.52	\$44,298.50	\$255,728.82	\$33,799.30	No Bid	\$232,966.70	No Bid
Prestige Ford	\$52,513.00	\$45,924.00	\$324,452.00	\$34,538.00	\$56,052.00	\$238,225.00	\$123,074.00
Southwest International Trucks, Inc.	No Bid	No Bid	No Bid	No Bid	\$47,240.00	No Bid	No Bid

January M. Cook

January M. Cook, CPPB
 Senior Buyer
 Purchasing Division

d-3

12/5/2005

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 12/20/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director	<i>[Signature]</i>	12-12-05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/12/05	
Agenda Coordinator (include phone #): Donna Holden, extension 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. 2006-11-C for a Two-Year fixed price contract for Uniform Rental and Laundry Service to Aramark Uniform Services in the estimated Two-Year amount of \$30,000.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05-06, 06/07	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): EQUIPMENT MAINTENANCE FUND & GENERAL FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in the Equipment Services Operation and Facilities Maintenance Departments within the approved budget appropriations. The estimated annual amount is \$15,000 per year for two years with one optional two-year renewal.					
STRATEGIC PLAN GOAL: Purchase of Uniforms relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
TWO YEAR CONTRACT WITH RENEWAL					
Staff recommends bid of Aramark Uniform Services be accepted as lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents. This will establish a two-year contract with one optional two-year renewal for Uniform Rental and Laundry Services for Equipment Services and Facilities. The estimated initial two-year expenditure is \$30,000.00.					
List of Supporting Documents: Bid Summary		Other Departments, Boards, Commissions or Agencies			

e-1

CITY OF PLANO

BID NO. 2006-11-C UNIFORM RENTAL AND LAUNDRY SERVICE

BID RECAP

Bid opening Date/Time: November 7, 2005 @ 3:00pm

Number of Vendors Notified: 333

Vendors Submitting "NO BIDS": 1

Vendors Non-Responsive to Specification: UniFirst Corp

Responsive Bidder: Aramark Uniform Services

	Description	Unit \$
Item 1 -	11 Changes Shirts and Trousers 6+5 (Rental)	\$4.26
Item 2 -	12 Changes Shirts and Trousers 6+6 (Rental)	\$4.64
Item 3 -	11 Exec Changes Shirts 6+5 (Rental)	\$3.25
Item 4 -	11 Changes Trousers 6+5 (Rental)	\$2.10
Item 5 -	Work Jacket Purchase	\$20.00
Item 6 -	Coverall Purchase	\$19.00
Item 7 -	Thermo Coverall Purchase	\$35.00

e-2

Donna Holden

December 8, 2005

Donna Holden, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 12/20/05		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>	12/9/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/12/05
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 4808.1		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid for Bid No. 2006-49-B for Los Rios Boulevard Phase I – Lake Level Control Structures to Jim Bowman Construction Company, L.P. in the amount of \$130,398.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,654,026	4,877,974	7,500,000	15,032,000
Encumbered/Expended Amount	-2,654,026	-314,658	0	-2,968,684
This Item	0	-130,398	0	-130,398
BALANCE	0	4,432,918	7,500,000	11,932,918
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2005-06 Park Improvement CIP. This item, in the amount of \$130,398, will leave a current year balance of \$4,432,918 for the Oak Point Park Development project.				
STRATEGIC PLAN GOAL: Park development relates to the City's Goal of "Premier City for Families".				
SUMMARY OF ITEM				
Staff recommends the bid of Jim Bowman Construction Company, L.P., in the amount of \$130,398.00 for the base bid with Alternate No. 2 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is North Texas Contracting, Inc., in the amount of \$141,844.00.				
Engineers' estimate was \$140,910 for the base bid with Alternate 2.				
The project consists of construction of approximately 1,130 L.F. of 4" and 8" waterline for a makeup water system required per the State issued Water Rights permit for a newly constructed lake. The work also includes the installation of a City provided SCADA control system, meter assembly and vault, back flow preventer, control valve, float switches and associated control wiring. Alternate No. 2 consists of installing the 968 L.F. of control cable in a 2" PVC conduit for additional protection and providing an additional 2" PVC conduit for any future installations.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

J-1

2-2

BID TABULATION/SUMMARY

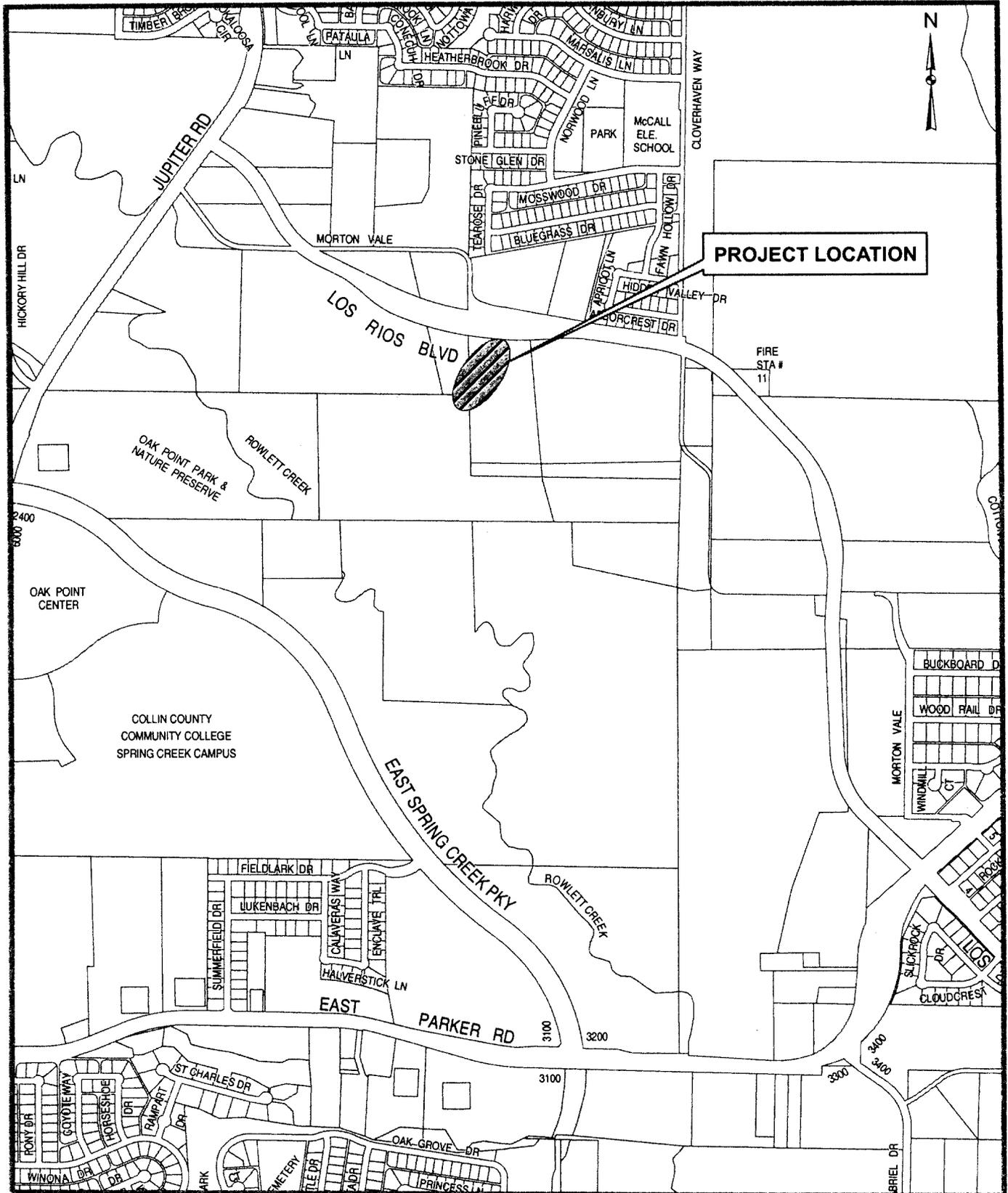
**LOS RIOS BOULEVARD – PHASE I
LAKE LEVEL CONTROL STRUCTURES (PROJECT NO. 4808.1)**

3:00 PM, THURSDAY, DECEMBER 8, 2005

BIDDER'S NAME	BID AMOUNT	BASE + ALTERNATE 2
JIM BOWMAN CONSTRUCTION CO., L.P.	\$116,846.00	\$130,398.00
NORTH TEXAS CONTRACTING, INC.	\$134,100.00	\$141,844.00

Engineer's Estimate: Base Amount = \$125,000 Base + Alt. 2 = \$140,910

LOS RIOS BOULEVARD - PHASE I LAKE LEVEL CONTROL STRUCTURES PROJECT NO. 4808.1



8-3



**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:	12/20/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	<i>[Signature]</i>	<i>12/2/05</i>
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>12/12/05</i>
Agenda Coordinator (include phone #):			Irene Pegues (7198)	Project No. 5521	

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

CAPTION

Award/Rejection of Bid for Bid No 2006-38B for Whiffletree Water Rehabilitation to Barson Utilities, Inc. in the amount of \$1,452,547.30.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	116,711	1,483,289	0	1,600,000
Encumbered/Expended Amount	-116,711	-55,984	0	-172,695
This Item	0	-1,452,547	0	-1,452,547
BALANCE	0	-25,242	0	-25,242

FUND(S): WATER CIP

COMMENTS: Funds are included in the 2005-06 Water CIP. This item, in the amount of \$1,452,547, will exceed the current year balance by \$25,242 for the Whiffletree Water Rehabilitation project. The overage will be funded through savings and reallocation from the Landershire Drive Water Rehabilitation project.

STRATEGIC PLAN GOAL: Construction of water mains relates to the City's Goal of Safe, Livable Neighborhoods.

SUMMARY OF ITEM

Staff recommends bid of Barson Utilities, Inc. in the amount of \$1,452,547.30 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is P & E Contractors in the amount of \$1,463,285.25.

Engineers' estimate was \$1,553,567.98.

The project consists of the construction of 13,000 feet of water mains through the City of Plano with the preponderance in the Whiffletree Subdivision.

List of Supporting Documents:

Bid Summary
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

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BID OPENING
November 29, 2005 3:00 pm
Purchasing Room 3Rd Floor City Hall
Whiffletree Water Rehab
CIP PROJECT NO. 5521
BID No. 2006-38B

<u>Bidder's Name</u>	<u>Bid Amount</u>
Barson Utilities	1,452,547.30
P & E Contractors	1,463,285.25
Site Concrete	1,466,022.00
SYB Construction	1,632,908.20
Camino Construction	1,725,059.00
Jim Bowman Construction	1,788,702.68
Patco Utilities	1,804,378.00

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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:	12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		<i>[Signature]</i>	Date
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	12/22/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/13/05
Agenda Coordinator (include phone #): Kathy Kargol, ext 7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract/Agreement for an enterprise storage area network in the amount of \$399,444.16 from Storage Technology Corporation through a Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR#: DIR-VPC-03-010)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	417,095	0
Encumbered/Expended Amount		0	0	0
This Item		0	-399,444	0
BALANCE		0	17,651	0
FUND(S): TECHNOLOGY FUND (062)				
COMMENTS: Funds are included in the 2005-06 Technology Fund budget for the purchase of a storage area network system (SAN) including hardware, software, maintenance and services. The balance of funds will be used for other items related to project # 62241 - Disaster Recovery.				
STRATEGIC PLAN GOAL: The purchase of a storage area network relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve an expenditure of \$399,444.16 to Storage Technology Corporation through the State of Texas Department of Information Resources (DIR) for an enterprise storage area network including hardware, software, maintenance, implementation assistance and training services. This purchase will provide the City with an enterprise storage solution that will increase the storage capacity and reliability to the network data. This storage solution has been designed to handle the growing storage capacity for the City. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR #: DIR-VPC-03-010)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				

[Handwritten signature]

Memorandum

To: David Stephens, Director of Technology Services
CC:
From: Chester M. Helt, Infrastructure Manager
Date: 12/2/2005
Re: Storage Area Network - StorageTek

We have recently requested a DIR quote for a storage area network (SAN) from StorageTek. We received two separate quotes under their DIR contract #DIR-VPC-03-010. The first quote is for hardware, software and services for the specified SAN equipment for the City. This quotation represents significant discounts beyond DIR contract pricing and is contingent upon contract realization of the income for this proposal in this calendar year. The second proposal provides the City with a block of hours for troubleshooting and configuration consulting hours to be used as needed during the implementation and training of City staff.

The SAN and the associated hardware, software, maintenance, and services are proposed at a not to exceed price of \$ 399,444.16. This hardware and software has been designed and specified to provide storage capacity growth to the City's users, improved data integrity for data stored on the network, and will allow the consolidation of many of our existing servers.

The pool of consulting hours is not to exceed \$ 39,000.00 and will be used on an as needed basis during the implementation and configuration stage of our project.

We recommend award of this contract to Storage Technology Corporation.

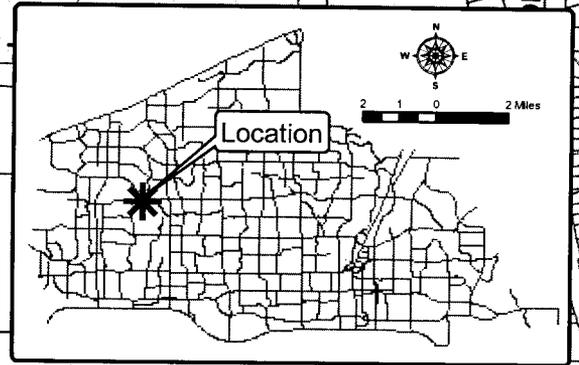
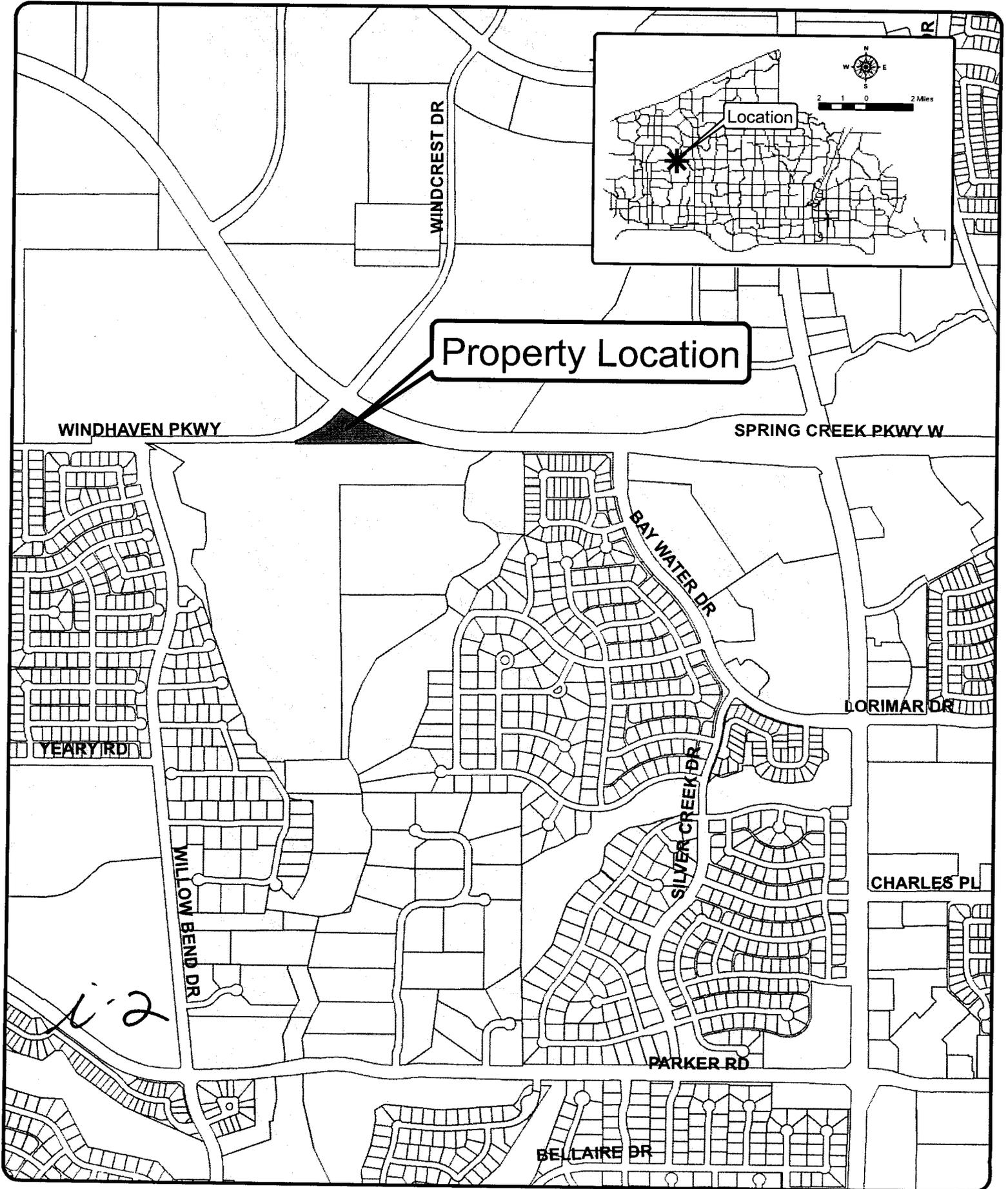
A-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 12/20/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials
Department Head	Don Wendell	Executive Director	Date	
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	<i>12-9-05</i>
Agenda Coordinator (include phone #):		Linda Benoit, ext. 7255		
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				
Approving the terms and conditions of a real estate contract by and between Windhaven, Ltd., a Texas Limited Partnership and the City of Plano for the purchase of approximately 2.606 acres located at the intersection of Spring Creek Parkway and Windhaven Parkway, Plano, Collin County, Texas, 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 type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		208,256	3,091,744	263,000
Encumbered/Expended Amount		-208,256	-240	0
This Item		0	-1,400,000	0
BALANCE		0	1,691,504	263,000
				3,563,000
				-208,496
				-1,400,000
				1,954,504
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2005-06 Park Improvement CIP. This item, in the amount of \$1,400,000, will leave a current year balance of \$1,691,504 for the White Rock Creek Acquisition project.				
STRATEGIC PLAN GOAL: Park land acquisition relates to the City's Goal of "Premier City for Families."				
SUMMARY OF ITEM				
This item is for the approval of an expenditure of \$1,400,000 for acquisition of 2.606 acres of land located on the south side of the intersection of Spring Creek Parkway and Windhaven Parkway. The property will be used for park purposes. The property is a portion of a planned community park.				
This acquisition is identified on the park master plan and funding was approved in the May 2005 Bond Election.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map				

Property Location Map



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND WINDHAVEN, LTD., A TEXAS LIMITED PARTNERSHIP, FOR THE PURCHASE OF APPROXIMATELY 2.606 ACRES LOCATED AT THE INTERSECTION OF SPRING CREEK PARKWAY AND WINDHAVEN PARKWAY, PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, upon full review and consideration of the Real Estate Contract, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute it on behalf of the City of Plano;

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

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

Section II. The City Manager, or his designee, is hereby authorized to execute the Real Estate Contract and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Contract.

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

DULY PASSED AND APPROVED 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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REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (“Contract”) is made and entered into by and between **WINDHAVEN, LTD.**, a Texas Limited Partnership, whether one or more (“**Seller**”) and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (“**Purchaser**”)

ARTICLE I

Sale and Purchase

Section 1.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, that certain real property containing approximately 2.606 acres, more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, such interest in real estate, improvements, rights and appurtenances being herein referred to individually and collectively as the “Property.”

ARTICLE 2

Consideration for Conveyance

Section 2.1 The purchase price (“Purchase Price”) for the Property is **ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00)** payable in cash at Closing.

ARTICLE 3

Survey and Title Policy

Section 3.1 Within twenty (20) days from the Effective Date (as defined in Section 10.2 below) of this Contract, the Seller, at the Seller’s sole cost and expense, shall deliver or cause to be delivered to Purchaser a copy of that certain Land Title Survey of the Property prepared by Kimley-Horn and Associates, Inc. dated May 2004 and last revised on October 13, 2004 (“Survey”). At Purchaser’s request, Seller shall cause the Survey to be certified to Purchaser. Purchaser may, at Purchaser’s sole cost, elect to obtain a current boundary survey of the Property, containing a metes and bounds description of the Property. The Survey shall be sufficient to permit the Title Company, at Purchaser’s sole cost and expense, to modify the standard printed exception in the Owner Policy of Title Insurance pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the “Survey Exception”). The Survey shall indicate the location of all improvements on

the Property, if any. Further, the Survey shall indicate the location of all title exceptions which can be located thereon. The Surveyor shall also comply with the requirements set forth in Exhibit "B" attached hereto and made a part hereof by reference.

Section 3.2 Within twenty (20) days from the Effective Date of this Contract, the Purchaser, at the Purchaser's sole cost and expense, shall obtain a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance to the Purchaser from **REPUBLIC TITLE COMPANY**, 2626 Howell Street, 10th Floor, Dallas, TX 75204-4064, Attention: Rhenda Addison, ("Title Company"), together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment ("Exception Documents"). Purchaser shall have a period of ten (10) days from the last to be delivered of each of the Survey, Title Commitment and the Exception Documents, in which to review such items and to deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment, Exception Documents or Survey. Purchaser shall be deemed to have waived all objections to any items to which Purchaser does not object within such period and such items shall be deemed to be permitted exceptions ("Permitted Exceptions"). In the event Purchaser timely objects to any matter contained in the Title Commitment, Exception Documents and/or the Survey as hereinabove provided, Seller shall have a reasonable period of time, not to exceed fifteen (15) days, after receipt of Purchaser's objections within which Seller may, but shall not be obligated to, attempt to cure such objections specified as aforesaid by Purchaser, provided, however, Seller shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has been unable or unwilling to cure any such objections as aforesaid within such reasonable period of time, not to exceed fifteen (15) days, then, and in such event, Purchaser may, at its option, prior to the expiration of the fifteen (15) day period after Seller's receipt of Purchaser's objections, terminate this Contract. Seller's failure to receive Purchaser's termination notice prior to the expiration of such fifteen (15) day period shall constitute Purchaser's waiver of its right to terminate this Contract pursuant to this section and all uncured items on the Title Commitment shall be deemed Permitted Exceptions.

Section 3.3 At Closing, the Purchaser shall obtain, at the Purchaser's sole cost and expense, except for any endorsements, the cost of which shall be paid solely by Seller, with an Owner Policy of Title Insurance issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the Property in the Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

(a) The exception relating to restrictions against the Property shall be endorsed by the Title Company to read "none of record," except for such restrictions as may be included in the Permitted Exceptions;

(b) The Survey Exception (except for shortages in area) shall be deleted at Purchaser's expense.

(c) The exception relating to ad valorem taxes shall except only to taxes owing for the current and subsequent years and subsequent assessments for prior years due to change in land use;

(d) There shall be no general exception for "parties in possession," and

(e) There shall be no exception for any lien, for service, labor or material heretofore or hereafter provided imposed by law and not shown by the public records.

ARTICLE 4

Inspection, Audit and Financing

Section 4.1 Purchaser, at Purchaser's sole cost and expense, shall have through and until forty-five (45) days from the Effective Date of this Contract ("Inspection Period") within which to conduct any and all engineering and economic feasibility studies of the Property which Purchaser may, at Purchaser's sole discretion, deem necessary to determine whether or not the Property is engineeringly and economically suitable for Purchaser's intended use. A check in the amount of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** ("Inspection Fee") has been delivered to Seller as independent consideration for the Inspection Period. Purchaser's representatives may enter upon the Property for the purpose of conducting any studies or tests, including, but without limitation, soil tests, obtaining topographical information, conducting engineering and economic feasibility studies and for all other similar preliminary work; provided, however, Purchaser shall defend and shall and does hereby indemnify and hold harmless Seller from and against any and all claims, costs, expenses or damage that may arise or that Seller may suffer or incur as a result of such inspection, including, without limitation, (i) any and all attorneys' fees or court costs incurred by Seller in connection with any such claims or activities and (ii) mechanic's liens or claims that may be filed on or asserted against the Property by contractors, subcontractors or materialmen performing such work for Purchaser, In making any inspection hereunder, Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential. Further, in the event that Purchaser refuses or is unable to close under this Contract, for any reason whatsoever, any and all studies or tests, including, but without limitation, soil tests, topographical information, engineering and economic feasibility studies, or other similar preliminary work, shall immediately be delivered to Seller and thereafter become the sole property of Seller. Purchaser's obligations in this Section 4.1 shall survive Closing or the earlier termination of this Contract.

Section 4.2 In the event Purchaser shall notify Seller on or before the expiration of the Inspection Period, that Purchaser, for any reason whatsoever, does not desire to consummate this Contract, then, and in such event, this Contract shall, ipso facto, terminate and the parties hereto

shall have no further obligations to the other hereunder except as otherwise expressly provided herein. Absent Purchaser's timely written notice to Seller of Purchaser's election to so terminate this contract as aforesaid, then, and in such event, Purchaser shall have ipso facto waived any and all claim whatsoever to terminate this Contract pursuant to this Article 4, and shall proceed to a Closing hereunder.

Section 4.3 Purchaser and Seller shall negotiate in good faith the provisions and conditions of the Deed (as defined in Section 7.2) on or before the expiration of the Inspection Period. In the event the parties can not agree in good faith to the provisions and conditions of the Deed, this contract shall be terminated.

ARTICLE 5

Condemnation, Assessments and Risk of Loss

Section 5.1 In the event that prior to the date of Closing condemnation procedures are commenced against a portion or all of the Property or Seller receives any verbal or written notice of a threat or intent of condemnation of a portion or all of the Property, Seller shall immediately notify Purchaser and Purchaser may, at its election, terminate this Contract by written notice to Seller within ten (10) business days after receipt of Seller's notice. If Purchaser terminates this Contract pursuant to its right under this Section 5.1, then neither party shall have any further rights or obligations hereunder, except for Purchaser's obligations in Section 4.1 and Section 8.1 that expressly survive termination of this Contract. Should Purchaser fail to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Prior to Closing, all risks of loss shall be upon the Seller. Seller hereby notifies Purchaser that Seller has received notice of a threat or intent of condemnation of the Property from Purchaser ("Purchaser's Threatened Condemnation"). By its execution of this Contract, Purchaser waives its right to terminate this Contract due to Purchaser's Threatened Condemnation.

ARTICLE 6

Seller's Representations; "As-Is" Condition

Section 6.1 Seller makes the following representations, as of the date of this Contract:

(a) Seller owns good and indefeasible title to the Property. Seller is a Texas limited partnership existing under the laws of the State of Texas and has all requisite power and authority to enter into and perform this Contract. Each person executing this contract on behalf of Seller has all requisite authority to do so.

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(b) To the best of Seller's knowledge, there are no parties in possession or with a right to possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise, except those exceptions waived.

(c) To the best of Seller's knowledge there is no pending or threatened taking, condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, is any such taking, condemnation, proceeding or assessment contemplated, except for Purchaser's Threatened Condemnation.

(d) There will be no liens or Uniform Commercial Code filings against any of the Property which will not be satisfied out of the Purchase Price and released at Closing.

(e) Seller has not received any notice from any governmental or quasigovernmental body or agency of any violation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "Superfund Act"), the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Resource Conservation and Recovery Act of 1976, the Clean Air Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Texas Water Code, the Texas Solid Waste Disposal Act or any other federal, state or local statutes, regulations, or ordinances or regulatory requirements pertaining to health or the environment (collectively referred to as "Environmental Laws").

(f) Seller shall not further encumber, or allow the encumbrance of, the title to the Property without the prior written consent of the Purchaser.

(g) Seller has no current, actual knowledge of any liabilities or claims which would adversely affect any of the Property, other than those expressly disclosed under this Contract. To the best of Seller's current, actual knowledge, there are no liens, reservations, architectural control, restrictions, easements or other encumbrances upon the Property except the items listed in the Title Commitment.

If any representation or warranty is untrue at the time it is made, this Contract may be terminated by Purchaser if Seller fails to cure such matter within ten (10) days after Seller's receipt of written notice thereof. The phrase "to the best of Seller's knowledge" and any similar language referring to Seller's knowledge shall be limited to the current, actual knowledge of Seller, without investigation or inquiry; provided, however, in no event shall Stacy O. Standridge have any personal liability in connection with the representations and warranties contained in this Contract.

Section 6.2 Except as expressly set forth in Section 6.1 above, Seller makes no representations or warranties as to the Property or any information delivered by Seller to Purchaser in connection with the Property. Purchaser is purchasing the property AS-IS, with all faults and defects, known or unknown, latent or patent, **WITHOUT ANY REPRESENTATION**

OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON PURCHASER'S OWN INDEPENDENT INSPECTION, INQUIRY AND/OR INVESTIGATION. SPECIFICALLY, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY OR ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER IN CONNECTION WITH THE PROPERTY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO: (A) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), (B) ZONING, PLATTING, SUBDIVISION, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTERS OR THINGS RELATING TO OR AFFECTING THE PROPERTY, (C) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (D) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, OR (E) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION OF ANY TYPE WHICH PURCHASER HAS RECEIVED OR MAY RECEIVE FROM SELLER, OR SELLER'S AGENTS, IS FURNISHED TO PURCHASER AS A COURTESY ONLY AND ON THE EXPRESS CONDITION THAT PURCHASER SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION, ALL SUCH INFORMATION IS BEING FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER AS TO THE TRUTH OR ACCURACY OF SUCH INFORMATION. PURCHASER IS ACQUIRING THE PROPERTY ON THE BASIS OF ITS OWN INDEPENDENT INSPECTIONS, INQUIRIES AND/OR INVESTIGATIONS AND NOT AS A RESULT OF ANY WARRANTIES OR REPRESENTATIONS OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTION AND INVESTIGATIONS. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD

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PARTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE 7

Closing

Section 7.1 The Closing hereunder shall take place at the offices of the Title Company. The date of Closing ("Closing Date") shall be sixty (60) days after the Effective Date or on such other date as may be mutually agreed to.

Section 7.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

(a) A Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, and in form for recording, conveying good, indefeasible title in the Property to Purchaser, subject only to the Permitted Exceptions.

(b) At Seller's expense, the Owner's Title Policy in the form specified in Section 3.3 hereof.

(c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel or the Title Company are reasonably necessary to the proper consummation of this transaction.

Section 7.3 At the Closing, Purchaser, at Purchaser's sole cost and expense shall deliver to Seller the following items:

(a) The Purchase Price in cash as required by Section 2.1 hereof;

(b) Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property; and

(c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel or the Title Company are reasonably necessary to the proper consummation of this transaction.

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Section 7.4 Ad valorem taxes shall be prorated at Closing in accordance with Section 26.11 of the Texas Tax Code.

Section 7.5 Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions and such rights of others as have been expressly disclosed herein.

Section 7.6 Except as otherwise provided herein, all costs and expenses in connection with the transaction contemplated by this Contract shall be borne by Purchaser. Seller and the Purchaser shall pay its own attorneys' fees; provided, however, in the event of any litigation arising hereunder, the prevailing party shall be entitled to recover, as part of any judgment rendered, reasonable attorneys' fees and costs of suit.

ARTICLE 8

Real Estate Commission

Section 8.1 Each party hereto represents and warrants to the other party that it has not employed any broker or finder in connection with the transaction contemplated by this Contract. Seller reserves the right to pay a brokerage commission to a real estate broker pursuant to a separate agreement and Seller shall be responsible for the payment of the commission becoming due to such broker, Seller and hereby agrees to indemnify and hold Purchaser harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting from the failure of Seller to pay any such commission in accordance with the provisions of this sentence. Purchaser shall be responsible for the payment of commissions becoming due to any real estate broker, finder or agent which Purchaser has engaged in connection with this transaction, and hereby agrees to indemnify and hold Seller harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting from the failure of Purchaser to pay any such commission in accordance with the provisions of this sentence. The provisions of this paragraph shall survive the termination or Closing of this Contract.

ARTICLE 9

Remedies of Default

Section 9.1 In the event all conditions of this Contract are satisfied by Purchaser (if Purchaser's obligation) or waived and in the event all covenants and agreements to be performed by Purchaser prior to Closing are fully performed, and in the event that performance of this Contract is tendered by the Purchaser and the sale is not consummated through default on the part of the Seller on the Closing Date, then Purchaser shall be entitled to enforce specific performance hereunder. The remedies set forth in this Section 9.1 shall be Purchaser's sole remedies. Nothing herein shall be construed to limit Purchaser's right and power of eminent

domain.

Section 9.2 In the event of Purchaser's default hereunder, Seller shall be entitled to terminate this Contract, or enforce special performance hereunder. The remedies set forth in this Section 9.2 shall be Seller's sole remedies.

ARTICLE 10

Miscellaneous

Section 10.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to the Seller: Windhaven, Ltd.
Attention: Stacy O. Standridge
14860 Montfort Drive, Suite 241
Dallas, TX 75254
Phone: (214) 363-1998
Fax: (214) 363-1997

With a copy to: Libby P.C.
Attention: Jeffrey T. Libby, Esq.
14860 Montfort Drive, Suite 241
Dallas, TX 75254
Phone: (214) 239-9100
Fax: (214) 722-2300

If to the Purchaser: City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358
Phone: (972) 941-7158
Fax: (972) 423-9587

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With copy to: City of Plano, Texas
Attention: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358
Phone: (972) 941-7125
Fax: (972) 424-0099

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Mail or expedited delivery service in the manner provided herein, or in the case of telegram or telex, upon receipt. Any notice required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 10. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

Section 10.2 For purposes of determining the time for performance of various obligations under this Contract, the Effective Date of this Contract shall be the date the Title Company receives a fully executed original of this Contract.

Section 10.3 Except as otherwise expressly set forth in this Contract, any representation, warranty, covenant or agreement of either party to this Contract whether to be performed before or after the time of Closing shall not survive the Closing, but rather shall be deemed to be merged into and waived by the instruments of Closing.

Section 10.4 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns.

Section 10.5 The obligations of the parties hereto are and shall be performable in Collin County, Texas. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 10.6 This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, except as elsewhere

provided for herein, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Section 10.7 Each party hereto warrants and represents that the person executing this Contract is fully authorized to do so.

Section 10.8 Time is of the essence of this Contract.

Section 10.9 In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in such suit.

Section 10.10 The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 10.11 This Contract, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

Section 10.12 Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 10.13 Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in Collin County, Texas or any other county in Texas. Should Purchaser ever record or attempt to record this Contract, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the proper place for said filing.

Section 10.14 Numerous copies of this Contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

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Section 10.15 This Contract may not be assigned by Purchaser without the prior written consent of the Seller, which consent shall not be unreasonably withheld; provided, however, that Purchaser shall have the right to assign this Contract to a related person or entity without Seller's consent.

EXECUTED on this the _____ day of _____, 2005, by Seller.

WINDHAVEN, LTD., a Texas Limited Partnership

BY: Windhaven GP, Inc., a Texas Corporation, Its General Partner

By: _____
Stacy O. Standridge
President

EXECUTED on this the _____ day of _____, 2005, by Purchaser.

CITY OF PLANO, TEXAS, a Home Rule Municipal Corporation

By: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2005, by **STACY O. STANDRIDGE**, President of **WINDHAVEN GP, INC.**, a Texas Corporation, General Partner of **WINDHAVEN, LTD.**, a Texas Limited Partnership, for and on behalf of said corporation and limited partnership.

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 corporation.

Notary Public, State of Texas

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EXHIBIT "A"
The Property

BEING a tract of land out of the Maria C. Vela Survey, Abstract No. 935, in the City of Plano, Collin County, Texas, being all of the tract of land described in deed to EDS information Services, L.L.C. recorded in Volume 5693, Page 2397 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a City of Plano monument in concrete found in the Southeast right-of-way line of Windhaven Parkway (110 foot right-of-way) and being in the North line of a tract of land described in deed to JRS Trust recorded in Volume 2352, Page 691 of the Land Records of Collin County, Texas, said monument being the beginning of a curve to the left, having a central angle of 26 degrees 11 minutes 32 seconds, a radius of 855.00 feet and a chord bearing a distance of North 56 degrees 00 minutes 51 seconds East, 387.46 feet;

THENCE with said Southeast right-of-way line, the following courses and distances to wit:

Northeasterly, with said curve, an arc distance of 390.85 feet to a 1" iron rod found;

North 42 degrees 55 minutes 06 seconds East, a distance of 50.87 feet to a 1" iron rod found;

North 82 degrees 22 minutes 35 seconds East, a distance of 38.61 feet to a City of Plano monument in concrete found in the South right-of-way line of Spring Creek Parkway (160 foot right-of-way) for the beginning of a non-tangent curve to the left having a central angle of 16 degrees 45 minutes 24 seconds, a radius of 2233.88 feet and a chord bearing and distance of South 66 degrees 51 minutes 50 seconds East, 650.99 feet;

THENCE with said South right-of-way line of Spring Creek Parkway, an arc distance of 653.32 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" in the North line of said JRS Trust tract;

THENCE with said North line and along a fence, South 89 degrees 49 minutes 00 seconds West, a distance of 992.82 feet to the POINT OF BEGINNING and containing 2.606 acres of land.

EXHIBIT "B"

**SURVEY REQUIREMENTS
AND
FORM OF CERTIFICATE**

Six copies of a current survey of the subject property, prepared by a Registered Professional Land Surveyor acceptable to the City of Plano and to the title insurance company that issues the Title Commitment, which must include and show the following:

- (a) A plat of the subject property showing the following:
- (i) The boundary line of the subject property and all appurtenant easements by courses and distances showing the area of the subject property, and each parcel thereof, in square feet. If the subject property is composed of all or portions of several lots or other legal subdivisions, the boundaries of each should be indicated by dotted lines and the proper lot number or legal subdivision designations shown. If the survey comprises more than one parcel, it should show interior lines and facts sufficient to insure contiguity. Points of beginning used in the description of the subject property should be identified.
 - (ii) The location and type of all buildings and other improvements on the subject property, the dimensions and area thereof and the distances therefrom to the nearest facing exterior property lines of the subject property.
 - (iii) The location of all easements and rights-of-way affecting the subject property (each of which must be identified by reference to the volume and page where recorded).
 - (iv) The location of all required building set back lines on the subject property.
 - (v) All encroachments, conflicts or protrusions.
 - (vi) All abutting dedicated public streets providing access to the subject property showing the width and the name thereof and all sidewalks, parkways, curbs and driveways adjoining the subject property. All street address numbers should be shown as and where they exist.
 - (vii) All fences (both perimeter and cross) and all walls and other

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improvements along the property lines with dimensions. All party walls of buildings or other structures on the property line indicating the thickness of the portions thereon on each side of the property line and the nature of the use of said walls on each side.

- (viii) The location of any railroad tracks and boundaries of railway rights-of-way affecting the subject property.
 - (ix) All wires and cables crossing, entering or leaving the subject property, indicating the amount of cross arm or wire overhang and all anchors or guy wires affecting the subject property except ordinary wire service drops.
 - (x) The scale, the north direction, the beginning point, the distance to the nearest intersecting street and point of reference from which the subject property is measured.
- (b) A legal description (metes and bounds) of the subject property, which must coincide with the boundaries shown on the plat and which must be identical with the description of the subject property as described in the Commitment.
 - (c) The certification signed and sealed by the surveyor, which must be in substantially the following form:

"To: (Name of Owner and/or Purchaser); (Name of Lienholder); and (Name of Title Insurance Company)

I hereby certify that on the ____ day of _____, 20__:

- (a) this survey was made on the ground as per the field notes shown on this survey and correctly shows (i) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon (if any) and the distance therefrom to the nearest facing exterior property lines of the subject property; (ii) the location of all rights-of-way, easements and any other matters of record (or of which I have knowledge or have been advised, whether or not of record) affecting the subject property; (iii) the location of the parking areas on the subject property showing the number of parking spaces provided thereby; (iv) all abutting dedicated public streets providing access to the subject property together with the width and name thereof; and (v) all other significant items on the subject property;

- (b) except as shown on the survey, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets or alleys by any improvements on the subject property, (iii) party walls, or (iv) conflicts or protrusions;
- (c) adequate ingress to and egress from the subject property is provided by (name of streets), the same being paved, dedicated public right(s)-of-way maintained by (name of maintaining authority);
- (d) all required building set back lines on the subject property are located as shown hereon; and
- (e) no part of the subject property lies within a flood plain or flood prone area or a flood way of any body of water.

(Signature of Surveyor) _____

Registered Professional
Land Surveyor

Registration No. _____"

(Name, address, telephone number and job number
of Surveyor)

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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:		12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i>	12-9-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	12/12/05
Agenda Coordinator (include phone #): Linda Benoit, ext. 7255					
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

Approving the terms and conditions of a real estate contract by and between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints and the City of Plano for the purchase of approximately 2.320 acres located at 2401 Legacy Drive and Quarry Chase Trail, Plano, Collin County, Texas, authorizing its execution by the City Manager or in his absence, an Executive Director, and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	700,000	400,000	1,100,000
Encumbered/Expended Amount	0	-2,300	0	-2,300
This Item	0	-250,000	0	-250,000
BALANCE	0	447,700	400,000	847,700

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2005-06 Park Improvement CIP. This item, in the amount of \$250,000, will leave a current year balance of \$447,700 for the Land Acquisition project.

STRATEGIC PLAN GOAL: Park land acquisition relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

Approval of an expenditure of \$250,000 for acquisition of 2.320 acres of land located at 2401 Legacy Drive and Quarry Chase Trail. The property will be used as an addition to the existing 8.00 acre Frank Beverly Park.

A special provision of the contract prohibits the sale of alcohol at the site. Staff does not anticipate any circumstance where the City would pursue alcohol sales in a neighborhood park. The contract also allows the owner to retain mineral rights to the property below 500 feet. Zoning does not allow for drilling or excavation at this location. Therefore, retention of these rights by the seller has no impact on the property. The appraised value of the property did not change as a result of these mineral rights not being included in the sale.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Funding for this acquisition was approved in the May 2005 Bond Election

List of Supporting Documents:
Location map
Contract

Other Departments, Boards, Commissions or Agencies

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS AND THE CITY OF PLANO FOR THE PURCHASE OF APPROXIMATELY 2.320 ACRES LOCATED AT 2401 LEGACY DRIVE AND QUARRY CHASE TRAIL, PLANO, COLLIN COUNTY, TEXAS; 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 Real Estate Contract by and between the City of Plano and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints for the purchase of property located at 2401 Legacy Drive, Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Real Estate Contract"); and

WHEREAS, upon full review and consideration of the real Estate Contract, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, 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 Real Estate Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

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

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

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

Pat Evans, MAYOR

ATTEST:

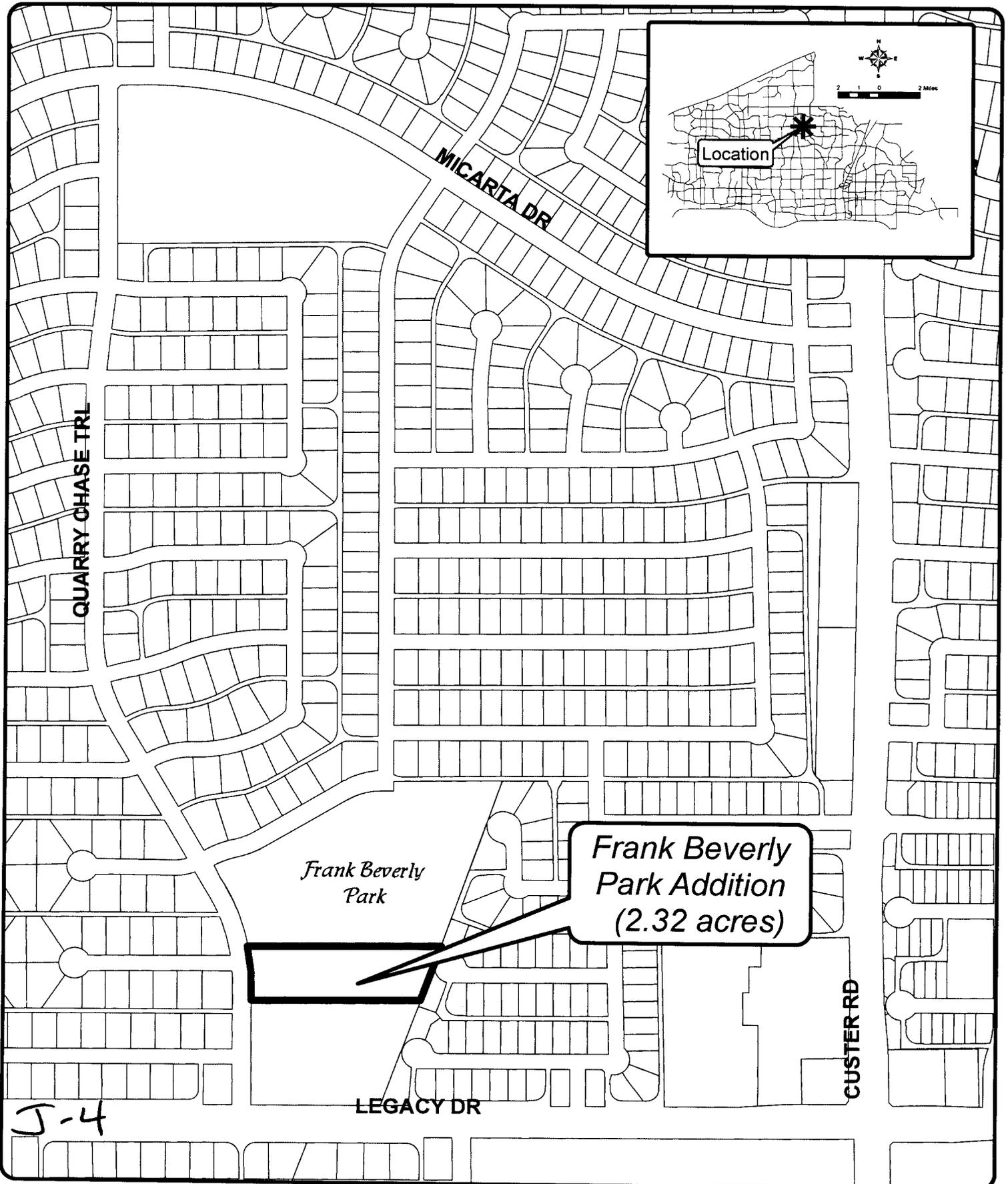
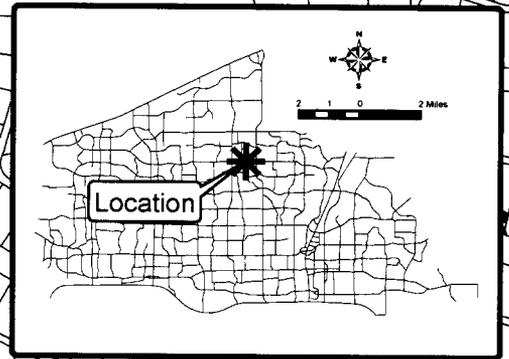
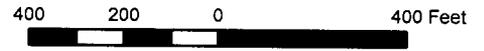
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Frank Beverly Park Addition



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This is a legally binding document.
If not understood, seek competent advice.

Date November 21, 2005 Page 1 of 6
Property/Unit Number 531-6340
Property Address Approximately 2.320 acres at approx. 2401 Legacy Drive & Quarry Chase Trail

PURCHASER
City Of Plano, Texas
a Home Rule Municipal Corporation
1520 Avenue K / P.O. Box 860358
Plano, Texas 75086-0358
Phone #
Fed ID/SS #

SELLER
CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, A UTAH CORPORATION SOLE

II. PROPERTY DESCRIPTION.

A. LAND. Received of the undersigned Purchaser(s) the sum of **\$5,000.00** in the form of **check** as an earnest money deposit, to be deposited with **Fidelity National Title, or its assigns. (Attn: Dayna Rasberry)** for the purchase of real property situated in the city of **Plano**, county of **Collin**, state of **Texas 75025**, known as (address): **Approximately 2.320 acres at approx. 2401 Legacy Drive & Quarry Chase Trail**, and described either on "Exhibit A" attached hereto or as follows:
Approximately 2.320 acres of vacant land.
Property Tax Number *and mke*

B. IMPROVEMENTS. The following improvements are located upon and considered a part of the property:
None.

MAC C. PERSONAL PROPERTY. ~~The following items are included if at present attached to the premises: all plumbing, electrical, heating, air conditioning, and ventilation fixtures and equipment are included items. Water heaters, built in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies, drapery rods, window and door screens, storm doors, window blinds, awnings, television antennas, wall-to-wall carpets, water softeners, garage door openers (including transmitters), fences, lawn, trees, and shrubs except:~~
None.

The following personal property shall also be included as part of the property purchased:
None.

III. PURCHASE PRICE. The total purchase price shall be **\$250,000.00 (Two Hundred Fifty Thousand Dollars and 00 Cents)** to be paid as follows:

\$ **5,000.00** representing the earnest money deposit set forth herein.
\$ **245,000.00** representing the balance of cash down payment due at closing
\$ representing the balance, if any, including proceeds from Seller financing,, to be paid as follows
\$ Other
\$ **250,000.00** TOTAL PURCHASE PRICE

IV. DEED PROVISIONS. Seller shall deliver a Special or Limited Warranty Deed conveying the property to Purchaser with title vested in the name(s) of:
City Of Plano, Texas a Home Rule Municipal Corporation

Purchaser's Initials () () Date _____

Seller's Initials (

AMRC Date *21 Nov. 2005*
RE-19 7/99

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The conveyance shall be subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances which are (a) of record, (b) enforceable in law or equity, or (c) would be disclosed by an accurate survey and/or physical inspection.

V. WATER AND ENERGY RIGHTS. ~~Seller shall retain, whether on, in, or under the property, all of the following: minerals, whether common or precious; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid, or gaseous form; steam and all sources of geothermal energy. If the property contains more than five (5) acres, these rights shall include the right of ingress and egress for exploration and production.~~ Seller shall convey only water rights expressly described in this agreement. All other water rights, whether or not appurtenant to the property, shall be retained by Seller. The water rights to be transferred, if any, to Purchaser are as follows:
None.

1. Energy Rights Provision: The Seller specifically reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that Seller does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Seller reserve the right to use the surface of the subject property in connection with the rights reserved herein. Buyer agrees that this wording will be included in the Deed.

VI. SALE OF MEETINGHOUSE OR OF ADJACENT PROPERTY. If Seller retains ownership of property immediately adjoining the conveyed property or if Seller has utilized the building on the conveyed property as a meetinghouse, Seller will impose restrictive covenants in the deed that purchaser shall not manufacture, keep for sale, or sell on the conveyed property any alcoholic beverages or intoxicating liquors, and that purchaser shall not operate a place of public entertainment or amusement (as defined by local statutes) on the conveyed property, nor shall purchaser permit a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby. In the event of breach of these covenants, Seller shall have the right to obtain an injunction enforcing the said covenants.

VII. DEED RESTRICTIONS. Seller shall impose the following restrictive covenants(s) in the conveyance deed: (Check A., B., or C. and initial.)

[] A. This conveyance is made and accepted on the express covenant that the purchaser shall use the conveyed property for religious and church purpose only. In the event of breach of this covenant, Seller shall have the right to obtain an injunction enforcing the said covenant, provided however that the said covenant shall terminate and shall not be enforceable twenty years after the date of the deed.

[] B. Purchaser(s) acknowledges that Seller has informed Purchaser(s) that the premises described in this deed have not been tested for and thus cannot be confirmed to be free from asbestos. Purchaser(s) release(s) Seller from any liability to Purchaser(s) with regard to asbestos found on said premises and Purchaser(s) further agree(s) that Purchaser(s) will indemnify and save and hold Seller harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the above-described premises. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos, Purchaser(s) agree(s) to remove, cover or repair said materials at Purchaser(s) own expense and to comply with the requirements pertaining to asbestos on the said premises as law may from time to time to require.

MRC [X] C. None of the above apply.

VIII. TITLE APPROVAL. If required by local laws or custom, Seller will furnish an owner's standard coverage title policy issued to Purchaser for the amount of the sale price, with the usual exceptions, or an abstract, if available, brought current to the date of the deed and certified by a licensed abstractor, and showing good and marketable title in Seller. Purchaser shall have a reasonable time in which to examine a preliminary title report and/or an abstract of title before closing. The sale shall be subject to the approval of the preliminary title report and/or the abstract of title by both parties. If Purchaser objects to any condition of title relative to the property, Purchaser shall specify such objections in writing to Seller. Seller may thereafter elect, at its sole option and choice, to cure or not to cure the defect(s) to which Purchaser objects. If Seller elects not to cure the written objection of

Purchaser's Initials () () Date _____

Seller's Initials (*MRC*) Date *21 Nov. 2005*

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Purchaser, and upon Seller's giving Purchaser notice of that election, Purchaser's options shall be limited to: (a) waiving the title objections and proceeding to close or, (b) terminating this agreement. If Purchaser elects to terminate this agreement for this specific reason, Seller shall return Purchaser's earnest money deposit within thirty (30) days to Purchaser.

If law or local custom establishes how the costs and expenses of such title report and insurance or abstract update and certification shall be apportioned, law or custom shall govern. If the locality in which the property is situated has no prevailing practice relative to such costs and expenses, then the parties agree to divide those costs equally between them. Despite any prevailing practice in the locality, however, if an abstract of title is used or required, it shall be the Purchaser's sole responsibility to obtain and pay for an attorney's title opinion relative thereto.

- IX. CLOSING DATE. The closing date, and the deed or contract for deed shall be delivered and recorded, shall be on or before the **tenth** day of **February, 2005**, and Seller shall grant possession of the property to Purchaser on or before the **tenth** day of **February, 2005**. *2006, RR*
- X. APPROVAL. The terms and conditions of this agreement shall not become binding until it has received final approval of Seller's Appropriation Committee.
- XI. PRORATIONS. Taxes and assessments shall be prorated as of the date of closing based upon the most current figures available. Any and all other items to be prorated are specified as follows:
None.
- XII. EXPENSES. Closing expenses shall be apportioned between the parties as indicated below:

Expense	Purchaser Ratio	Seller Ratio
Survey, if any	100	0
Agriculture Use/Rollback Tax	100	0
Inspections/Feasibility Study	100	0
Permits & Approvals	100	0
Due Diligence	100	0
Recording fees	100	0
Title Endorsements, if any	100	0
Subdivision Plat/Costs, if any	100	0
Deed Preparation Costs	0	100
Title Policy, (Owner's)	0	100
Escrow Closing Fee	50	50

- XIII. DEFAULT. If Purchaser fails or refuses to proceed with the purchase of the property according to the terms and conditions hereof, the earnest money deposited pursuant hereto shall, at the option of Seller, be retained by Seller as liquidated and agreed upon damages. In the alternative, Seller may seek to recover its actual damages resulting from Purchaser's failure to complete the purchase of the property.
- XIV. DAMAGES TO PROPERTY. If improvements on said property be materially damaged or destroyed prior to closing, Seller shall have a reasonable time in which to repair or reconstruct the same. Seller may elect, in its sole and absolute discretion, however, not to repair or reconstruct such improvements and to terminate this agreement without further obligation to Purchaser except the return of the earnest money deposit.
- XV. REPRESENTATIONS. Purchaser declares that Purchaser has inspected the property and that in buying the property Purchaser relies on this inspection and Purchaser's own judgment and that of Purchaser's consultants, if any, and not upon any representation about the property made by Seller or Seller's agent(s), as to, among other matters, the location, value, future value, income, type, condition, status of improvements or construction, production, hazardous materials, environmental conditions or violations, permitted uses, zoning, or otherwise. Purchaser accepts the property "as is" unless specifically noted below:
None.

Purchaser's Initials () () Date _____

Seller's Initials () () Date _____

AMRC Date *21 Nov. 2005*

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XVI. SPECIAL PROVISIONS.

1. **Property Disclosure.** The Seller of the Property of approximately 2.320 acres at approximately 2401 Legacy Drive & Quarry Chase Trail, Plano, Texas 75025 is the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah Corporation sole. The Seller will not provide a Seller Property Disclosure or Statement of Condition of the Property.

2. **Condition of Property.** Buyer has relied on its own independent experts regarding its condition and takes the property as is and acknowledges that Seller has not made and hereby specifically disclaims any warranty, guarantee, or representation, oral or written, past, present, or future, of, as to, or concerning: (i) the nature and condition of the property, including, but not by way of limitation, the fixtures, the water, soil, and geology, and the suitability thereof and of the property for any and all activities and uses which Purchaser may elect to conduct thereon; (ii) the manner, construction, condition, and state of repair or lack of repair of any part of the property and improvements located thereon; (iii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the property or its operation with any laws, rules, ordinances, or regulations of any government or other body, including any environmental laws. Purchaser hereby expressly acknowledges and agrees that Purchaser has the right to thoroughly inspect and examine the property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its own inspection, examination, and evaluation of the property and the improvements thereon, including the possible presence of asbestos containing material (ACM), lead paint, and environmental contamination and that Purchaser is purchasing the property and the improvements thereon on an AS-IS, WHERE-IS and WITH ALL FAULTS basis. Purchaser expressly acknowledges that, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the property, and Purchaser hereby disclaims such warranties and representations. Purchaser hereby releases Seller from any liability to Purchaser with regard to the condition of the property as of the Closing Date, including, without limitation, the presence of ACM, lead paint or environmental contamination found on the property, and Purchaser further agrees that Purchaser will indemnify defend and hold Seller harmless from any claims for injury, loss, harm, or damage to persons or property caused by or resulting from the condition of the property, including, the presence of any ACM, lead paint or environmental contamination, from and after the Closing Date and during Purchaser's ownership of the property. The terms and provisions of this paragraph shall survive the closing and shall not merge into the Deed.

Purchaser's Initials () () Date _____

Seller's Initials () *MRC* Date *21 Nov. 2005*

3. Title company and close of escrow to be Fidelity National Title, Attn: Dayna Rasberry, E-mail: drasberry@frsonline.com 808 Travis St., Suite 1520, Houston, TX 77002
TOLL FREE: (866)717-1710 Phone: (713) 220-3009 EXTENSION 254; Direct phone: (713) 220-5254; Fax: (713) 229-8309

4. Buyer shall have until 01/20/2006 to complete any and all due diligence including but not limited to the following: inspections, feasibility studies, permits and approvals, assessments, appraisals, loan commitments, surveys and to verify to buyers satisfaction the property acreage. In the event Buyer gives a Termination Notice in writing to Seller on or before 01/20/2006, escrow agent shall refund earnest money deposit to Buyer less escrow cancellation fees. If a Termination Notice is not received from the Buyer on or before 01/20/2006 the earnest money deposit shall become non-refundable, and shall be released to the Seller.

5. **Investigations and Contingencies.** Commencing as of the Acceptance Date and continuing until the Due Diligence Period Expiration Date of 01/20/2006, Purchaser and its agents shall have the right to: (a) enter upon the Real Property to perform such surveys, inspections, investigations, studies, and tests, including without limitation, any soil, engineering, geological, Phase I Environmental Assessments, and other tests and inspections, as Purchaser shall deem appropriate (Feasibility Study) (If Purchaser desires to perform any invasive inspections, such as soil or water samples or monitoring, Purchaser shall obtain Seller's prior consent.); (b) use good faith and diligent efforts to obtain and secure financing to purchase the Property, to the extent applicable; and (c) perform any internal studies or procedures regarding the financial or use feasibility of the Property. Purchaser shall give Seller reasonable prior notice of such tests. Any activity upon the Property shall occur during normal business hours (8:00 a.m. to 5:00 p.m.). Purchaser shall not perform any activity on the Property on Sundays. Purchaser shall not interfere with or disturb the present use of the Property. Purchaser shall promptly repair any alteration or damage to the Property occurring from such tests and inspections and restore the Property to the same condition as existed before such

Purchaser's Initials () () Date _____

Seller's Initials () *MRC* Date *21 Nov. 2005*

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work by Purchaser on the Property. This acquisition by Purchaser is expressly NOT contingent upon any governmental approval, variance, or permit, or the existence of any particular zoning or land use status, Purchaser acknowledging that it is acquiring the Property subject to any and all risks associated with the land use status of the Property and Purchaser's desired use of the Property. Seller hereby grants Purchaser and its agents, servants, employees and consultants a license to enter upon the Property to perform the foregoing. Purchaser shall promptly provide Seller with copies of any and all documents comprising Purchaser's Feasibility Study, provided that Purchaser shall not be obligated to provide any proprietary and confidential documents or documents protected by the doctrine of attorney-work product or by the attorney-client privilege.

6. Assumption of Risk. Purchaser's or its agents' entry upon the Property shall be solely at Purchaser's risk. Purchaser shall release, indemnify and hold Seller harmless from any and all responsibility, liability or loss arising out of or resulting from entry and activities upon or in connection with the Property by Purchaser or its agents, contractors, subcontractors or consultants, including, but not limited to, any injuries, claims, mechanics' and suppliers' liens and costs, including attorney's fees incurred to pursue or defend the same. Upon request by Seller, Purchaser shall provide Seller with evidence of a policy of commercial general liability insurance with limits reasonably acceptable to Seller, and provide a certificate of insurance on Acord 25S (11/95 ed.) in a form acceptable to Seller, with an additional insured endorsement on form CG 20 10 Form B. Seller shall be endorsed as an additional insured on Purchaser's liability insurance policy. Purchaser shall pay all costs incurred in connection with Purchaser's testing and investigation of the Property, and Purchaser shall hold Seller free and harmless from any such costs or liability. Purchaser shall not suffer any liens to be filed against the Real Property arising out of any request or act of Purchaser, its agents, servants, employees or contractors.

7. Subdivision. If the Real Property is not a legally subdivided parcel, Purchaser, at its sole cost and expense, shall cause to be prepared a subdivision plat or other documentation necessary to subdivide the Real Property. Seller shall cause the subdivision plat or other documentation to be filed on or before ten (10) days prior to the Closing Date, so that Seller may legally convey the Real Property to Purchaser. Any subdivision plat of the Real Property may be filed just prior to the Deed at Closing. Any subdivision of the Real Property proposed by Purchaser related to Purchaser's development of the Property shall be made by Purchaser, at Purchaser's sole cost and expense, subject to the terms and conditions of this Contract. Any fees related to the subdivision or development of the Property shall be paid by Purchaser.

8. Purchaser may assign and set over all of its interest in and to the contract and the property subject to approval of Seller, which will not be unreasonably withheld. Assignee will acknowledge that Purchaser assigns and sets over unto assignee all of its interest in and to the contract and the property. Assignee as buyer in the contract accepts and acknowledges the terms of the contract set forth therein. Assignee assumes the obligations of the Purchaser in the contract. Seller consents to the assumption of the purchaser's obligations by assignee. Nothing herein shall be deemed, however, to release Purchaser from their obligations under the contract, and Purchaser shall remain obligated with Assignee.

9. Draft of the Special Warranty Deed is attached as Exhibit A for Buyers review.

10. As stated in Section X APPROVAL, this agreement is subject to the final approval of Seller's Appropriation Committee. Seller reserves the right to extend the closing date if Appropriation Committee needs additional time to review the agreement. If the Seller's Appropriation Committee rejects the agreement, the Earnest Money shall be returned to Buyer.

- XVII. ATTORNEY'S FEES. If either party employs an attorney to enforce this agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.
- XVIII. ENTIRE AGREEMENT. The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications of this agreement must be in writing and signed by both parties.
- XIX. ABROGATION. Except as expressly stated in this agreement, no warranties or representations herein contained shall survive delivery of the conveyance instruments in recordable form.

Purchaser's Initials () () Date _____

Seller's Initials (

MRC Date 21 NOV. 2005

RE-19 7/99

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XX. AUTHORITY OF SIGNERS. The person(s) signing this agreement on behalf of Purchaser personally warrants his or her authority to do so and to bind the Purchaser. The signature of this agreement by a real estate representative of Seller is subject to final approval by Seller's Appropriation Committee and execution by an Authorized Agent of Seller.

XXI. ACCEPTANCE. The offer of Seller to make this contract shall lapse and Purchaser shall have canceled this offer unless purchaser accepts it and endorses a binding signature hereunder within 10 days from the execution hereof by Seller and delivery of a copy hereof to Seller.

PURCHASER		SELLER	
		Church Real Estate Representative	Date
		<i>Matthew R. Cummins 21 Nov. 2005</i>	
Purchaser Signature	Date	FINAL APPROVAL (as per Section X)	
>		CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE	
Purchaser Signature	Date		
>			
Purchaser Signature	Date	Authorized Agent's Signature	Date
>		>	

RECEIPT
 I acknowledge receipt of the final copy of the foregoing agreement bearing all signatures.

PURCHASER		SELLER	
Purchaser Signature	Date	Church Real Estate Representative	Date
>		>	

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"EXHIBIT A"

When Recorded Return To:

Property #531-6340

**DRAFT
SPECIAL WARRANTY DEED**

Date: February 10, 2006

Grantor: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Grantor's Mailing Address: 50 East North Temple, 12th Floor, Salt Lake City, Salt Lake County, Utah 84150

Grantee: City of Plano, Texas, a Home Rule Municipal Corporation

Grantee's Mailing Address: 1520 Avenue K/ P.O. Box 860358, Plano, Collin County, Texas 75025

Consideration: Ten and No/100 (\$10.00) dollars and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and made part thereof.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and all taxes and assessments of record or enforceable in law or equity.

The Grantor specifically reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

Grantee shall not manufacture, keep for sale or sell on the conveyed property any alcoholic beverages or intoxicating liquors and shall not operate a place of public entertainment or amusement (as defined by local statutes) on the conveyed property, nor shall the grantee permit a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.

Notwithstanding any of the provisions contained herein, use by Grantee for a public park does not violate the provisions of this restriction.

In the event of a breach of any of the foregoing conditions, grantor shall have the right to obtain an injunction enforcing said covenants.

Provided also that a breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Taxes for the current year having been prorated, the payment thereof is hereby assumed by Grantee.

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantees's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's administrators and successors to special warranty and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its name and affixed its corporate seal, by its Authorized Agent, this 10th day of February, 2006.

**CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS, a Utah
corporation sole**

By: _____
Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 10th day of February, 2006, personally appeared before me Terry F. Rudd, personally known to me to be the Authorized Agent of **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the
State of Utah

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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: 12/20/05		Reviewed by Legal <i>ps</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>[Signature]</i> 12-9-05
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i> 12/12/05
Agenda Coordinator (include phone #): Linda Benoit, ext. 7255					
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

Authorizing revised golf course green fees at Pecan Hollow Golf Course; and providing a repealer clause and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,070,600	0	1,070,600
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	1,070,600	0	1,070,600

FUND(S): MUNICIPAL GOLF COURSE FUND

COMMENTS: If approved, this revised fee structure will provide additional revenue in the amount of \$60,000 for FY 2005-06. Estimated revenues from this item are already included in the FY 2005-06 approved budget.

STRATEGIC PLAN GOAL: Changes to the Municipal Golf Course fee structure relate to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

This resolution authorizes the following changes in the Pecan Hollow Golf Course Green Fees:

Green Fees for one round (18 holes) of golf at Pecan Hollow Golf Course shall be:

Weekdays	\$21
Weekday Winter 11 am - 2 pm	\$18
Weekday (Twilight) 2 pm	\$16
Weekday (Super-Twilight) 5 pm	\$13
Weekend/Holiday	\$29
Weekend Winter 11 am - 2 pm	\$22
Weekend (Twilight) 2 pm	\$20

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CITY OF PLANO COUNCIL AGENDA ITEM

Weekend (Super-Twilight) 5 pm	\$15
Weekday Junior (17 and younger)	\$14
Weekday Senior (60 and older)	\$14
Weekday Nine Hole	\$13
Weekend Nine Hole	\$15

Senior Discount of 10% will be offered on weekends after 11 am
Discount punch card for weekday play cost:

Resident Punch Card	\$170 for 10 rounds or \$270 for 10 rounds with cart*
Resident Junior Punch Card	\$135 for 15 rounds or \$285 for 15 rounds with cart*
Resident Senior Punch Card	\$135 for 15 rounds or \$285 for 15 rounds with cart*
Non-Resident Punch Card	\$190 for 10 rounds or \$290 for 10 rounds with cart*
Non-Resident Junior Punch Card	\$180 for 15 rounds or \$330 for 15 rounds with cart*
Non-Resident Senior Punch Card	\$180 for 15 rounds or \$330 for 15 rounds with cart*

A weekday nine hole express punch card is also proposed:

Resident Express Card \$180 for 10 rounds (9-holes) with cart*

Non-resident Express Card \$190 for 10 rounds (9-holes) with cart *

*Prices with cart include sales tax.

List of Supporting Documents:
Area golf fee survey

Other Departments, Boards, Commissions or Agencies
The Parks and Recreation Planning Board reviewed the proposed golf course fees at their April 5, 2005 meeting, and they recommend City Council approval

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS REPEALING RESOLUTION NO. 2004-9-20(R) AND APPROVING AND AUTHORIZING REVISED GOLF COURSE GREEN FEES AT PECAN HOLLOW GOLF COURSE; PROVIDING A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on April 5, 2005, the Parks and Recreation Planning Board reviewed the proposed golf course fees as stated herein and voted to recommend adoption;

WHEREAS, Section 15-81 of the Code of Ordinances of the City of Plano specifies that fees for the use of parks and recreation facilities be established by City Council resolution;

WHEREAS, Section 15-88 of the Code of Ordinances of the City of Plano specifies that golf course green fees shall be charged for the use of the city's municipal golf course and shall be paid by those individuals making use of said golf course;

WHEREAS, Resolution No. 2004-9-20(R) dated September 27, 2004 established the current green fees at Pecan Hollow which are now in need of revision; and

WHEREAS, upon full review and consideration of the new golf course green fees contained herein, and all matters attendant and related thereto, is of the opinion that Resolution No. 2004-9-20(R) should be repealed and the new golf course green fees contained in this resolution should be approved, adopted, and utilized by the City of Plano;

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

Section I. Resolution No. 2004-9-20(R) is repealed in its entirety and the new Green fees for one round (18 holes) of golf at Pecan Hollow Golf Course shall be as follows:

Weekdays	\$21.00
Winter Weekday 11am-2pm	\$18.00
Weekday Twilight 2pm	\$16.00
Weekday Super-Twilight 5pm	\$13.00
Weekend/Holiday	\$29.00
Winter Weekend 11am-2pm	\$22.00
Weekend/Holiday Twilight 2pm	\$20.00
Weekend/Holiday Super-Twilight 5pm	\$15.00
Weekday Junior (17 years and younger)	\$14.00
Weekday Senior (60 years and older)	\$14.00
Weekday Nine Hole	\$13.00
Weekend Nine Hole	\$15.00
Weekend Senior Discount after 11 am	10% Discount

In addition, City of Plano resident discount punch cards for play at Pecan Hollow Golf Course shall be:

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Resident Weekday Punch Cards

Adult (18 years to 59 years) Punch Cards	\$170.00 for 10 rounds or \$270 w/cart*
Junior (17 years and younger) Punch Cards	\$135.00 for 15 rounds or \$285 w/cart*
Senior (60 years and older) Punch Cards	\$135.00 for 15 rounds or \$285 w/cart*
Nine-Hole Express Punch Card	\$180 for 10 rounds (9 holes) w/cart*

Non-Resident Weekday Punch Cards

Adult (18 years to 59 years) Punch Cards	\$190.00 for 10 rounds or \$290 w/cart*
Junior (17 years and younger) Punch Cards	\$180.00 for 15 rounds or \$330 w/cart*
Senior (60 years and older) Punch Cards	\$180.00 for 15 rounds or \$330 w/cart*
Nine-Hole Express Punch Card	\$190.00 for 10 rounds (9-holes) w/cart*

***Prices with cart include sales tax.**

Section II. The City Council, finding the proposed fee schedule acceptable and in the best interest of the City of Plano and its citizens, hereby approves the proposed golf fees for Pecan Hollow Golf Course.

Section III. The Parks and Recreation Department shall keep a copy of the fee schedule on file, and make it available to the public in the Parks and Recreation Department Office.

Section IV. The fees established by this resolution shall become effective January 1, 2006.

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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Golf Course Fee Survey 2005 City of Plano Parks and Recreation Department

Comparing golf course greens fees is difficult due to varied price structures at each course. The chart below compares the regular fees for weekday and weekends and the discounted fees for juniors and seniors.

Golf Course	Adults		Seniors/Juniors	
	Weekdays	Weekends	Weekdays	Weekends
Chase Oaks - Plano	Tues-Fri \$39	Sat/Sun \$49	Tues-Fri \$25	Sat/Sun \$35
Sherrill Park - Richardson	Mon-Fri \$24 \$20	Sat/Sun \$34 \$28	Non Res \$16 Non Res \$14	N/A N/A
Ridgeview Ranch - Plano	Mon-Thur \$39	Fri \$42 Sat/Sun \$49	Mon-Fri Sr \$31 Jr \$15	N/A
Firewheel - Garland	Mon-Fri \$25 \$48	Sat/Sun \$33 \$58	Sr \$10 \$10	N/A N/A
Oak Hollow - McKinney	Mon-Fri \$17	Sat/Sun Res \$25 / Non Res \$28	Mon-Fri Sr \$12 Jr \$12	N/A
Coyote Ridge - Carrollton	Mon-Fri \$45	Sat/Sun \$59	Mon-Thur Sr \$29 Jr \$15	N/A \$49
Plantation - Frisco	Mon-Thur \$34	Fri/Sat/Sun \$49	Mon-Fri Sr \$25 Jr \$15	NA
Indian Creek - Carrollton	Mon-Fri \$43 \$43	Sat/Sun \$52 \$52	Mon-Fri \$31 \$31	NA NA
Pecan Hollow (current)	Mon-Fri \$20	Sat/Sun \$27	Mon-Fri \$13	Sat/Sun N/A
Pecan Hollow (proposed)	\$21	\$29	\$14	N/A

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 12/20/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Fire		Initials	Date	
Department Head	William Peterson		<i>[Signature]</i>	12/20/05	
Dept Signature:	<i>[Signature]</i>		City Manager	12/13/05	
Agenda Coordinator (include phone #): Frank Snidow x7318					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE-SOURCE PURCHASE OF THIRTY (30) HAMMERHEAD XRTe MOBILE COMPUTERS AND RELATED EQUIPMENT IN THE AMOUNT OF \$152,420 FROM OPEN INCORPORATED; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	161,292	0	161,292
Encumbered/Expended Amount		-6,475	0	-6,475
This Item		-152,420	0	-152,420
BALANCE	0	2,397	0	2,397

FUND(s): TECHNOLOGY FUND (062)

COMMENTS: Funds are included in the 2005-06 Technology Fund budget for the purchase of an EMS Patient Reporting System and related equipment. The balance of funds will be used for other items related to project #62282 - EMS Patient Reporting System.

STRATEGIC PLAN GOAL: The purchase of a patient reporting system relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

AUTHORIZATION TO PURCHASE EMS PATIENT REPORTING SYSTEM MOBILE COMPUTERS AND RELATED EQUIPMENT FROM OPEN INCORPORATED, A SOLE-SOURCE PROVIDER.

List of Supporting Documents:
Resolution, Memorandum

Other Departments, Boards, Commissions or Agencies

City of Plano



Fire Department

P.O. BOX 860358 • Plano, Texas 75086-0358
972-941-7159 Fax: 972-941-7291
www.planofire.org

William Peterson
Fire Chief



2001-2006

Fire Administration
1901 Avenue K

Fire Station 1
1901 Avenue K

Fire Station 2
2630 West 15th Street

Fire Station 3
3520 Sherry Drive

Fire Station 4
6000 Roundrock Trail

Fire Station 5
5115 W. Park Blvd.

Fire Station 6
900 Seabrook Drive

Fire Station 7
5602 Democracy Drive

Fire Station 8
4621 Hedgecoxe Drive

Fire Station 9
6625 W. Parker Road

Fire Station 10
3540 McDermott Drive

MEMORANDUM

Date: December 8, 2005
To: Bruce Glasscock, Executive Director
From: William Peterson, Fire Chief *W.P.*
Subject: Council Agenda Item – Purchase of XPTe Mobile EMS Patient Reporting Computers

Attached is the Agenda Item to request authorization to purchase 30 mobile EMS patient reporting computers and related equipment from Open incorporated, a sole source provider.

These mobile computers were approved in the Department's FY 05-06 Budget on Supplement #9552006. Funding for this expenditure was identified out of the Technology Fund (062).

If you have any questions, or if I may provide any additional information, please advise.

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE-SOURCE PURCHASE OF THIRTY (30) HAMMERHEAD XRTE MOBILE COMPUTERS AND RELATED EQUIPMENT IN THE AMOUNT OF \$152,420 FROM OPEN INCORPORATED; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fire Department currently uses mobile EMS patient reporting computers which are no longer available and cannot be replaced with a like unit; and

WHEREAS, the Fire Department's current EMS patient reporting software is only certified to run on Hammerhead XRTE mobile computers; and

WHEREAS, OPEN incorporated is the sole provider of the EMS patient reporting software; and

WHEREAS, OPEN incorporated provides a total service that includes hardware with their proper software configuration as a part of the total purchase; and

WHEREAS, Section 252.022(a)(7) of the Texas Local Government Code, permits the procurement of items without competitive bidding if they are available from only one source; and

WHEREAS, upon full review and consideration of the proposal, and all matters attendant and related thereto, the City Council is of the opinion that the sole-source purchase of mobile EMS patient reporting computers from OPEN incorporated, as set forth in "Exhibit A", should be approved and that the City Manager or his designee should be authorized to execute on behalf of the City of Plano all documents necessary to effectuate such purchase.

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, affirmatively finds that the purchase of thirty (30) Hammerhead XRTE mobile computers and related equipment as set forth in "Exhibit A" from OPEN incorporated is a sole-source purchase exempt from competitive bidding pursuant to Section 252.022(a)(7) of the Texas Local Government Code.

Section II. The proposal for the purchase of the equipment contained in "Exhibit A" from OPEN incorporated in the amount of One Hundred and Fifty Two Thousand, Four Hundred and Twenty Dollars (\$152,420), as recommended by the Plano Fire Department, has been received by the City Council and found to

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be acceptable and in the best interest of the City of Plano and its citizens, and is hereby approved.

Section III. The City Manager or his designee on behalf of the City of Plano is hereby authorized to execute any and all documents necessary to effectuate this procurement.

Section IV. This resolution shall become effective from and after its passage

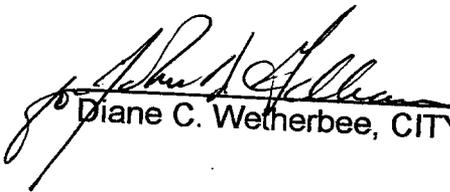
DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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Hardware and configuration Quotation for Plano Fire Department

Date: 10/03/2005
 Issued by: Vukovich

Quote to
 Plano Fire Department
 Attn: Todd Ramage

Qty	Description	Unit Price	Ext. Price
30	Walkabout Computers / DRS Hammerhead XRTe Pen-based computer w/ Centrino 1.1Ghz with built-in Ethernet, Wi-Fi, and Bluetooth, 10.4" All-Viz Color Active Matrix Display, 1 x Active pen, 512MB RAM, 40.0 GB 1.8" shock-protecting HD, 1 x Lilon Battery, WinXP Tablet PC Edition, CIC HWR, 1 Year Warranty	\$ 4,385	\$ 131,550
30	2 Year Extended EMS Warranty (3 years total)	\$ 475	\$ 14,250
10	Electromagnetic pen (1 included above, 1 as spare)	\$ 63	\$ 630
35	Harsh Environment Case	\$ 69	\$ 2,415
30	CDMA/GPRS PC card door	\$ 62	\$ 1,860
30	10mm or 15mm PC card extender	\$ 48	\$ 1,440
1	Shipped (Estimate)		\$ 275
	Total Cost		\$ 152,420

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE

Special Notes;

- CIC HWR has been included in the base price of the XRTE unit. It operates and is compliant with Windows XP Tablet PC Edition. CIC HWR for this OS is not available from Walkabout / DRS as that vendor only supports Windows 2000.
- The creation, testing, and delivery of a SafetyPAD-compatible XRTE GHOST image is included in this quotation at no extra charge.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Intergovernmental Relations	Initials	Date	
Department Head	Mark D. Israelson	Executive Director	12/13/05	
Dept Signature:		City Manager	12/13/05	
Agenda Coordinator (include phone #): Mark Israelson ext 5440				
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 AMENDMENT TO A ROUTE SPECIFIC COMMUNICATIONS FACILITIES LICENSE BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	05/06	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): GENERAL FUND				
COMMENTS: This item will provide in advance \$90,105 for a five year agreement				
SUMMARY OF ITEM				
This item is an amendment to an agreement with Sprint Spectrum for a 5 year extension on a communications facilities license agreement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

M-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO A ROUTE SPECIFIC COMMUNICATIONS FACILITIES LICENSE BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas and Sprint Spectrum, L.P., (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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STATE OF TEXAS	§	
	§	AMENDMENT TO ROUTE
	§	SPECIFIC COMMUNICATIONS
	§	FACILITIES LICENSE
COUNTY OF COLLIN	§	

KNOW ALL BY THESE PRESENTS:

This Amendment to Route Specific Communications Facilities License ("Amendment") is made by and between the CITY OF PLANO, TEXAS, a home rule municipal corporation (hereinafter referred to as the "CITY") and Sprint Communications Company, L.P., a Delaware limited partnership, d/b/a Sprint (hereinafter referred to as "LICENSEE"), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, CITY and LICENSEE entered into a Route Specific Communications Facilities License dated February 5, 2001 ("License") permitting the installation, operation and maintenance of facilities for housing and operating LICENSEE's communications equipment, including the installation and maintenance of ground equipment (herein called "Structure"); and

WHEREAS, LICENSEE is a telecommunications company duly authorized to provide certain telecommunications services and LICENSEE and CITY desire to amend the License as set forth in this Amendment; and

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NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Term.**

The term of the License is hereby extended for a period of five (5) years, commencing February 5, 2006, and expiring on February 4, 2011 ("Renewal Term") and may thereafter be renewed for one additional five (5) year term upon mutual agreement of the parties.

2. **Cost.**

During the Renewal Term, LICENSEE shall pay as a license fee to CITY in advance, the annual sum of ONE DOLLAR AND FIFTY CENTS (\$1.50) per linear foot of the City's streets traversed for a subtotal of (\$60,105.00) and a fee of ONE THOUSAND DOLLARS (\$1,000) per public street crossing, for a subtotal amount of (\$30,000). The total fee of \$90,105 (the linear foot charge plus the payment for public street crossings) is payable in advance on or before February 5, 2006. Should LICENSEE exercise the renewal option referred to in Section 1 above, the license fees shall be increased by THREE PERCENT (3%) or the annual CPI-U (Dallas/Ft Worth) adjustment, whichever is greater.

3. **Ratification of License.** Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

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

LICENSOR:
CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By authority of Resolution

No. _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

LICENSEE:

Sprint Spectrum L.P. a
Delaware limited partnership

By: _____
(TITLE)

WITNESS:

DATE

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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 _____, (TITLE) of **Sprint Spectrum L.P.**, a Delaware limited partnership, on behalf of said partnership.

Notary Public in and for the State of Texas

211-7



**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:	12/20/2005		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date	
Department Head	LaShon Ross		Asst City Manager	12-12-05	
Dept Signature:	<i>LaShon Ross</i>		City Manager	<i>[Signature]</i> 12/12/05	
Agenda Coordinator (include phone #):	Rachal Hudson #5155				
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/AWARD OF CONTRACT <input type="checkbox"/> OTHER _____					
CAPTION					
<p>AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING CITY OF PLANO ORDINANCE NO. 2005-9-22; ESTABLISHING A CERTIFICATION PAY PLAN FOR CLASSIFIED MEMBERS OF THE PLANO FIRE AND POLICE DEPARTMENTS; ESTABLISHING AN ASSIGNMENT PAY PLAN FOR MEMBERS OF THE PLANO FIRE DEPARTMENT IN A RANK LESS THAN BATTALION CHIEF SERVING IN THE CAPACITY OF PARAMEDIC; ESTABLISHING A SHIFT PERSONNEL COORDINATOR AND PARAMEDIC PRECEPTOR PAY PLAN FOR MEMBERS OF THE PLANO FIRE DEPARTMENT; ESTABLISHING AN ASSIGNMENT PAY PLAN FOR MEMBERS OF THE PLANO POLICE DEPARTMENT SERVING IN THE CAPACITY OF FIELD TRAINING OFFICERS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	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
<p>COMMENTS: Funding for the Police and Fire Department Civil Service personnel in accordance with the Civil Service Plan is included in the FY 2005/06 adopted budget.</p> <p>STRATEGIC PLAN GOAL: Establishing a Certification Pay Plan for the Plano Police and Fire Departments relates to the City's Goal of Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The Fire Department is recommending that paramedic pay be phased out of the compensation for Battalion Chiefs due to the rareness of situation in which a person of Battalion Chief rank would actually be called upon to perform paramedic duties for a member of the public. In order to avoid adversely impacting three incumbents that currently receive paramedic assignment pay, the Battalion Chief six month step will be increased in a separate ordinance by an amount currently paid to Paramedic Battalions.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING CITY OF PLANO ORDINANCE NO. 2005-9-22; ESTABLISHING A CERTIFICATION PAY PLAN FOR CLASSIFIED MEMBERS OF THE PLANO FIRE AND POLICE DEPARTMENTS; ESTABLISHING AN ASSIGNMENT PAY PLAN FOR MEMBERS OF THE PLANO FIRE DEPARTMENT IN A RANK LESS THAN BATTALION CHIEF SERVING IN THE CAPACITY OF PARAMEDIC; ESTABLISHING A SHIFT PERSONNEL COORDINATOR AND PARAMEDIC PRECEPTOR PAY PLAN FOR MEMBERS OF THE PLANO FIRE DEPARTMENT; ESTABLISHING AN ASSIGNMENT PAY PLAN FOR MEMBERS OF THE PLANO POLICE DEPARTMENT SERVING IN THE CAPACITY OF FIELD TRAINING OFFICERS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on September 26, 2005, by Ordinance No. 2005-9-22, the City Council of the City of Plano, Texas, established certification and assignment pay plans for members of the Fire and Police Departments; and

WHEREAS, the City Council has since reviewed assignment pay in the amount of \$149.00 per month as it relates to Battalion Chiefs included in Ordinance 2005-9-22 Section IV and is of the opinion that such assignment pay should be eliminated; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desire to adopt the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plan; Fire Department preceptor and shift personnel coordinator pay plan.

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

Section I. Ordinance No. 2005-9-22 duly passed and approved by the City Council of the City of Plano, Texas, on September 26, 2005 is repealed in its entirety.

Section II. In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection Standards and Education

Basic Certificate
-0-

Intermediate
\$60/mo

Advanced
\$80/mo

Master
\$120/mo

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Police Department

Texas Commission on Law Enforcement Standards and Education

Basic Certificate
-0-

Intermediate
\$60/mo

Advanced
\$80/mo

Master
\$120/mo

Section III. Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancement within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection Standards and Education (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

Section IV. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are (1) certified as an EMT-Paramedic by the Texas Department of Public Health, (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano, (3) are in a rank less than Battalion Chief, and (4) are assigned to such duties by the Fire Chief of the City of Plano, as follows:

<u>Years of Service as Assigned Paramedic</u>	<u>Monthly Assignment Pay</u>
<48 months	\$149
48 months	\$297
96 months	\$446
144 months	\$594

Section V. Paramedic assignment pay shall be initiated at the beginning of the pay period next following receipt of authorization from the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

Section VI. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

Paramedic Preceptor	\$45.00 per 24 hour shift
Shift Personnel Coordinators	\$45.00 per 24 hour shift

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Section VII. In accordance with Section 143.043 of the Texas Local Government Code and Rules and the Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the following duties and responsibilities of the field training officers program shall receive \$19.00 per day for the period of assignment.

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

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

Section X. Upon passage, this Ordinance shall become effective January 1, 2006.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

77-4



**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:	12/20/2005		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date	
Department Head	LaShon Ross		Asst City Manager	12-12-05	
Dept Signature:	<i>LaShon Ross</i>		City Manager	<i>[Signature]</i> 12/12/05	
Agenda Coordinator (include phone #):	Rachal Hudson #5155				
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/AWARD OF CONTRACT <input type="checkbox"/> OTHER _____					
CAPTION					
<p>AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 2005-11-27 TO REVISE EXHIBIT "A" REFLECTING THE ADJUSTMENT OF THE BASE PAY STEP AND COMPENSATION RATE FOR FIRE BATTALION CHIEF; CREATING A FIRE SIX (6) MONTH PAY GRADE STEP WITH COMPENSATION RATE FOR FIRE BATTALION CHIEF; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.</p>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 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	
<p>COMMENTS: Funding for the Police and Fire Department Civil Service personnel in accordance with the Civil Service Plan is included in the FY 2005-06 approved budget. This ordinance increases the six month step for the Battalion Chief rank to offset the removal of paramedic assignment pay at the Battalion Chief rank. Funds are available within the Fire Department budget.</p> <p>STRATEGIC PLAN GOAL: Amendments to the Civil Service position ordinance for the Plano Fire Department relates to the City's Goal of and "Service Excellence".</p>					
SUMMARY OF ITEM					
<p>The Fire Department is recommending that a new base step be created at the Battalion Chief level that is more in line with the City Council targeted salary of median plus 5%. This step would be the compensation paid to future individuals promoting to the Battalion Chief level as well as lower ranking individuals who are occasionally assigned to temporarily perform these duties. The six month step includes an increase of \$149.00 per month to offset the removal of paramedic assignment pay at the Battalion Chief rank. The approximate cost of this change will be \$6705 for the remainder of this fiscal year and sufficient funding exists in the Fire Department budget to cover this increase.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Exhibit A					

Q-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 2005-11-27 TO REVISE EXHIBIT "A" REFLECTING AN INCREASE TO THE BATTALION CHIEF BASE PAY AND TO ADD A NEW BATTALION CHIEF STEP AFTER SIX (6) MONTHS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on SEPTEMBER 26, 2005 by Ordinance No. 2005-9-23, the City Council of the City of Plano, Texas, established the number of certain classifications within the Police and Fire Departments, the authorized number and effective dates of such positions for each classification and the classification and salary plan for the Police and Fire Departments for Fiscal Year 2005-06; and

WHEREAS, on November 28, 2005 by Ordinance No. 2005-11-27, the City Council of the City of Plano, Texas amended such ordinance to reflect a correction to the authorized Fire Captain positions and Fire Assistant Chief compensation; and

WHEREAS, the City Council has since reviewed the salary for Fire Battalion Chief of the City of Plano and is of the opinion that such salary should be increased effective January 9 2006 as reflected on Exhibit "A" attached hereto; and

WHEREAS, the City Council hereby finds that Ordinance No. 2005-11-27 should be amended as indicated on Exhibit "A" as attached hereto.

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

Section I. Ordinance No. 2005-11-27 duly passed and approved by the City Council of the City of Plano, Texas on November 28, 2005, is hereby amended as indicated on Exhibit "A" attached.

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

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

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Section IV. Upon passage, this Ordinance shall become effective January 9, 2006.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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CITY OF PLANO
 2005-2006 CIVIL SERVICE
 COMPENSATION PLAN
 Effective 01/09/06

EXHIBIT A TO ORDINANCE NO. _____

FIRE

RANGE	POSITION	# Positions Effective	BASE			24 MOS.		
			NON-PMDC	NON-PMDC	NON-PMDC	NON-PMDC	NON-PMDC	NON-PMDC
FCS 001	Fire Rescue Specialist**	10/01/05 - 177 01/01/06 - 186	Monthly:	4201	4497	4954		
			Annual:	50,412	53,964	59,448		
			Hourly:	17,3118	18,5316	20,4148		
FCS 002	Fire Apparatus Operator**	10/01/05 - 48 01/01/06 - 51	Monthly:	5448				
			Annual:	65,376				
			Hourly:	22,4505				
FCS 003	Lieutenant**	10/01/05 - 21	Monthly:	6138				
			Annual:	73,656				
			Hourly:	25,2940				
FCS 004	Captain**	10/01/05 - 35 01/01/06 - 38	Monthly:	6876				
			Annual:	82,512				
			Hourly:	28,3352				
FMC 005	Battalion Chief*	10/01/05 - 8	Monthly:	7817	8480			
			Annual:	93,801	101,760			
			Hourly:	45,0966	48,9231			
FMC 006	Assistant Fire Chief*	10/01/05 - 4	Monthly:	9314				
			Annual:	111,768				
			Hourly:	53,7346				

* Hourly rate based on 2080 hours annually
 ** Hourly rate based on 2912 hours annually



**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:	12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan J. Upchurch	Executive Director	12/12/05	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	12/12/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
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, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 25' FIRE LANE, ACCESS AND UTILITY EASEMENT RECORDED IN VOLUME 5186, PAGE 102 OF THE COLLIN COUNTY LAND RECORDS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NUMBER 738 AND LOCATED AT THE SOUTHWEST CORNER OF CHASE OAKS BOULEVARD AND CENTRAL EXPRESSWAY (U.S. HIGHWAY NO. 75) IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNERS, FAIRVIEW FARM LAND COMPANY, LTD., DAVE CAPPS FAMILY LIMITED PARTNERSHIP AND AMERICAN REALTY TRUST, INC. TO THE EXTENT OF THEIR INTERESTS; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; 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 existing fire lane, access and utility easement has been relocated and filed for record, therefore the prior easement is no longer necessary.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 25' FIRE LANE, ACCESS AND UTILITY EASEMENT RECORDED IN VOLUME 5186, PAGE 102 OF THE COLLIN COUNTY LAND RECORDS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NUMBER 738 AND LOCATED AT THE SOUTHWEST CORNER OF CHASE OAKS BOULEVARD AND CENTRAL EXPRESSWAY (U.S. HIGHWAY NO. 75) IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNERS, FAIRVIEW FARM LAND COMPANY, LTD., DAVE CAPPS FAMILY LIMITED PARTNERSHIP AND AMERICAN REALTY TRUST, INC. TO THE EXTENT OF THEIR INTERESTS; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain 25' fire lane, access and utility easement recorded in Volume 5186, Page 102 of the Land Records of Collin County, Texas (hereinafter called "Easement") and being situated in the Daniel Rowlett Survey, Abstract Number 738, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has advised that the existing fire lane, access and utility easement has been relocated and filed for record and that there will be no detrimental effect on the City if said Easement is abandoned and quitclaimed to the abutting property owner and said Easement should be abandoned.

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owners in accordance with their respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

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Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in the Easement.

Section III. The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

FIRE LANE, ACCESS AND UTILITY EASEMENT
(LEGACY CENTRAL THEATER ADDITION LOT 3 PLANO, TEXAS)

2002-200238A

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

05186 00102

THAT, FAIRVIEW FARM LAND COMPANY, LTD., a Texas limited partnership, and AMERICAN REALTY TRUST, INC. A GEORGIA CORPORATION, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "City" (the City is sometimes called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT and CONVEY to Grantee, its successors and assigns, the nonexclusive, free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described real property and the right to construct, reconstruct and perpetually maintain fire lane, access and utility facilities (the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Plano, Collin County, Texas as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

Grantor does hereby covenant and agree that it shall construct or cause to be constructed within the Easement Property a hard surface and hereafter maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but no limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. Maintenance of the paving in the Easement Property is the sole responsibility of Grantor and Grantor shall post and maintain appropriate signs in conspicuous places

P-4

along such fire lanes, stating "FIRE LANE - NO PARKING." The City's Police Department and/or a Fire Marshall is authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use. 05186 00103

Grantor does covenant and agree that the Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said Easement Property, with the right and privilege at all times of Grantee herein, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across the Easement Property.

The easement and other rights herein created are not exclusive, and the right is hereby reserved to grant such other easements, rights or privileges to such persons and for such purposes as the owners of the Easement Property in their discretion may selection, so long as such purposes do not unreasonably interfere with the easement and other rights granted herein.

TO HAVE AND TO HOLD the same perpetually unto Grantee and its successors and assigns, together with the right and privilege at all times to enter said Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements and for making connections therewith. Grantee shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future, within the above described boundaries.

Grantor, its successors and assigns may remove from the Easement Property such fences, buildings and other obstructions as may now be found upon the Easement Property.

The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors and assigns of Grantor.

SIGNED this 7 day of June 2002.

GRANTOR:

FAIRVIEW FARM LAND COMPANY, LTD.,
a Texas limited partnership

By: Rooney O Haggard
Name: ROONEY O HAGGARD
Title: Partnership Manager
Address: 3314 North Central
Suite 100
Plano, Texas 75074

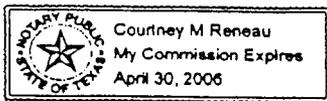
GRANTOR:

AMERICAN REALTY TRUST INC.
A Georgia Corporation

By: Michael E. Boyd
Name: Michael E. Boyd
Title: Siz. Hill President
Address: 1800 Valley View Lane #300
Dallas, Texas 75234

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7 day of JUNE, 2002 by ROONEY O. HAGGARD, PARTNERSHIP MANAGER of Fairview Farm Land Company, Ltd., Texas limited partnership, on behalf of said partnership.



Courtney M Reneau
Notary Public in and for the State of Texas

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05186 00105

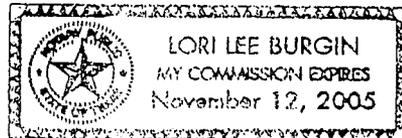
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6 day of June 2002 by Michael E. Poston Sr. Vice President of American Realty Trust Inc., a Georgia Corporation, on behalf of said corporation.

Lori Lee Burgin

AFTER RECORDING RETURN TO:

Fairview Farm Land Co.
3314 North Central 5100
Plano, Texas 75074



LEGAL DESCRIPTION
 25' ACCESS EASEMENT
 11,139 SQ. FT. / 0.2557 ACRES

05186 00107

BEING a 0.2557 acre tract of land situated in the DANIEL ROWLET SURVEY, ABSTRACT NO. 738, City of Plano, Collin County, Texas and being part of Lot 3, Block A of the Legacy Central Theater Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 518 & 519, Land Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for corner and being the intersection of the northwesterly right-of-way line of Central Expressway (U.S. Hwy 75)(a variable width R.O.W.) with the southerly right-of-way line of Chase Oaks Boulevard (a variable width R.O.W.) and being the northeast corner of said Lot 3;

THENCE N 71 deg. 20 min. 19 sec. W, along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 40.94 feet to a 1/2" iron rod found for corner and being the beginning of a curve to the left having a central angle of 20 deg. 55 min. 32 sec., a radius of 557.50 feet and a chord which bears N 81 deg. 48 min. 05 sec. W, a distance of 202.48 feet;

THENCE northwesterly, along the southerly right-of-way line of said Chase Oaks Boulevard and along the said curve, an arc distance of 203.61 feet to a 5/8" iron rod found for corner and being the end of said curve;

THENCE S 87 deg. 44 min. 09 sec. W, continuing along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 84.72 feet to a point for corner and being the POINT OF BEGINNING;

THENCE S 02 deg. 15 min. 51 sec. E, a distance of 30.00 feet to a point for corner and being the beginning of a curve to the right having a central angle of 51 deg. 49 min. 00 sec., a radius of 62.50 feet and a chord which bears S 23 deg. 38 min. 39 sec. W, a distance of 54.62 feet;

THENCE southwesterly, along the said curve, an arc distance of 56.52 feet to a point for corner and being a point of reverse curve having a central angle of 30 deg. 47 min. 12 sec., a radius of 37.50 feet and a chord which bears S 34 deg. 09 min. 29 sec. W, a distance of 19.91 feet;

THENCE southwesterly, along the said curve, an arc distance of 20.15 feet to a point for corner and being the end of said curve;

THENCE S 18 deg. 45 min. 49 sec. W, a distance of 343.47 feet to a point for corner and being in the north line of Lot 1 of said Block A;

THENCE N 71 deg. 14 min. 11 sec. W, along the north line of said Lot 1, a distance of 25.00 feet to a point for corner;

THENCE N 18 deg. 45 min. 49 sec. E, a distance of 343.47 feet to a point for corner and being the beginning of a curve to the right having a central angle of 30 deg. 47 min. 21 sec., a radius of 62.50 feet and a chord which bears N 34 deg. 09 min. 29 sec. E, a distance of 33.18 feet;

THENCE northeasterly, along the said curve, an arc distance of 33.59 feet to a point for corner and being a point of reverse curve having a central angle of 51 deg. 49 min. 00 sec., a radius of 37.50 feet and a chord which bears N 23 deg. 38 min. 39 sec. E, a distance of 32.77 feet;

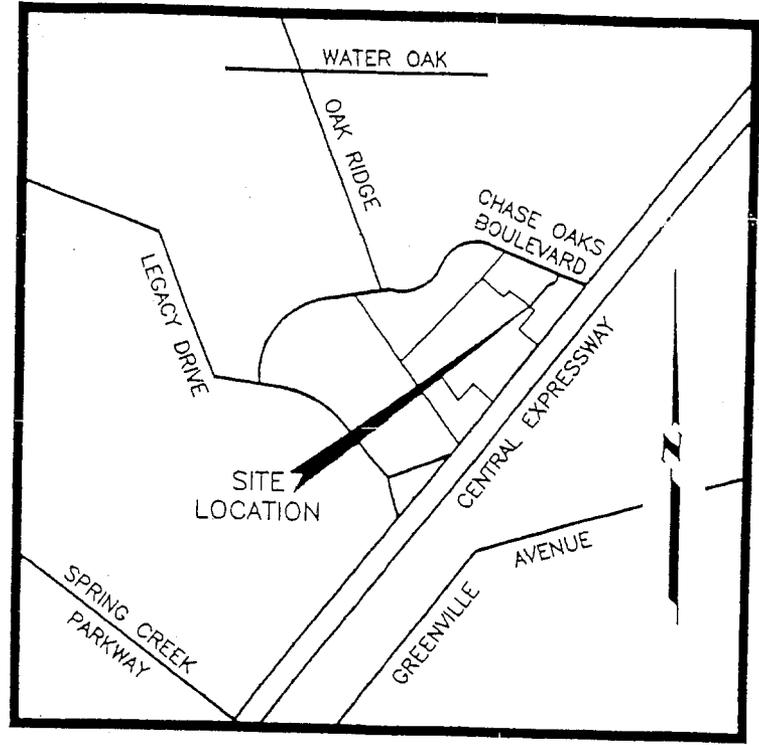
THENCE northeasterly, along the said curve, an arc distance of 33.91 feet to a point for corner and being the end of said curve;

THENCE N 02 deg. 15 min. 51 sec. W, a distance of 30.00 feet to a point for corner and being in the southerly right-of-way line of said Chase Oaks Boulevard;

THENCE N 87 deg. 44 min. 09 sec. E, along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 25.00 feet to the POINT OF BEGINNING and containing 11,139 sq. ft. or 0.2557 acres of land.

P-9

05186 00108



LOCATION MAP
N.T.S.

P-10

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **25' FIRE LANE, ACCESS AND UTILITY EASEMENT LOCATED AT THE SOUTHWEST CORNER AT CHASE OAKS BOULEVARD AND CENTRAL EXPRESSWAY (U.S. HWY. 75)** [*description and location of Easement*] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
A NEW FIRE LANE, ACCESS AND UTILITY EASEMENT HAS BEEN FILED OF RECORD WITH THE COLLIN COUNTY RECORDS.
2. The following public interest will be served as a result of the abandonment:
THE EXISTING FIRE LANE, ACCESS AND UTILITY EASEMENT IS NOT IMPROVED AND SHOULD NOT EXIST.
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:
FAIRVIEW FARM LAND COMPANY, LTD. – 33%
DAVE CAPPS FAMILY LIMITED PARTNERSHIP – 22%
AMERICAN REALTY TRUST, INC. – 45%

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.

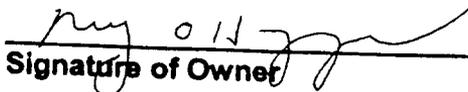
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P-12

Fairview Farm Land Company Ltd.
Typed Name of Owner

3314 North Central Expressway Suite 100
Plano, Texas 75074
Address
Plano, Texas 75074
City, State and Zip

Dated: 11-18-05


Signature of Owner

Typed Name of Owner
David Capps Family Limited Partnership

8555 John W. Carpenter Freeway
Dallas, Texas 75247
Address

Dallas, Texas 75247
City, State and Zip

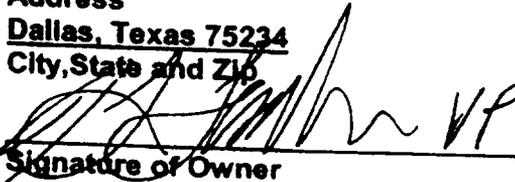
Dated: _____

Signature of Owner

American Realty Trust
Typed Name of Owner

1800 Valley View Lane Suite 300
Address
Dallas, Texas 75234
City, State and Zip

Dated: 11/5/05


Signature of Owner

Contact Person for Property Owners:

Name: Rodney O. Haggard/Fairview Farm Land Co.

Phone No: 972-422-2500

E-Mail : rodneyohaggard@verizon.net

Fairview Farm Land Company Ltd.
Typed Name of Owner

3314 North Central Expressway Suite 100
Plano, Texas 75074
Address
Plano, Texas 75074
City, State and Zip

Dated: _____

Signature of Owner

Typed Name of Owner
David Capps Family Limited Partnership

8555 John W. Carpenter Freeway
Dallas, Texas 75247
Address

Dallas, Texas 75247
City, State and Zip

Dated: 11-18-05

Signature of Owner

American Realty Trust
Typed Name of Owner

1800 Valley View Lane Suite 300
Address
Dallas, Texas 75234
City, State and Zip

Dated: _____

Signature of Owner

Contact Person for Property Owners:

Name: Rodney O. Haggard/Fairview Farm Land Co.

Phone No: 972-422-2500

E-Mail : rodneyohaggard@verizon.net

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FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



Charles M. Davis
Chief Engineer/Private Development
Engineering Department
City of Plano, Texas

EXHIBIT "A-1"

FIRE LANE, ACCESS AND UTILITY EASEMENT
(LEGACY CENTRAL THEATER ADDITION LOT 3 PLANO, TEXAS)

2002-200236A

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

05186 00102

THAT, FAIRVIEW FARM LAND COMPANY, LTD., a Texas limited partnership, and AMERICAN REALTY TRUST, INC. A GEORGIA CORPORATION, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "City" (the City is sometimes called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT and CONVEY to Grantee, its successors and assigns, the nonexclusive, free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described real property and the right to construct, reconstruct and perpetually maintain fire lane, access and utility facilities (the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Plano, Collin County, Texas as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

Grantor does hereby covenant and agree that it shall construct or cause to be constructed within the Easement Property a hard surface and hereafter maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but no limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. Maintenance of the paving in the Easement Property is the sole responsibility of Grantor and Grantor shall post and maintain appropriate signs in conspicuous places

P-16

05186 00103

...lanes, stating "FIRE LANE - NO PARKING." The City's Police Department and/or a Fire Marshall is authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use.

Grantor does covenant and agree that the Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said Easement Property, with the right and privilege at all times of Grantee herein, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across the Easement Property.

The easement and other rights herein created are not exclusive, and the right is hereby reserved to grant such other easements, rights or privileges to such persons and for such purposes as the owners of the Easement Property in their discretion may selection, so long as such purposes do not unreasonably interfere with the easement and other rights granted herein.

TO HAVE AND TO HOLD the same perpetually unto Grantee and its successors and assigns, together with the right and privilege at all times to enter said Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements and for making connections therewith. Grantee shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future, within the above described boundaries.

Grantor, its successors and assigns may remove from the Easement Property such fences, buildings and other obstructions as may now be found upon the Easement Property.

P-17

The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors and assigns of Grantor.

05186 00104

SIGNED this 7 day of June 2002.

GRANTOR:

FAIRVIEW FARM LAND COMPANY, LTD.,
a Texas limited partnership

By: Rodney O Haggard
Name: RODNEY O HAGGARD
Title: Partnership Manager
Address: 3314 North Central
Suite 100
Plano, Texas 75074

GRANTOR:

AMERICAN REALTY TRUST INC.
A Georgia Corporation

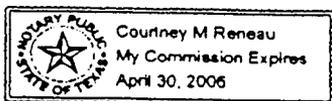
By: Michael E. Boyell
Name: Michael E. Boyell
Title: Sil. Hill President
Address: 1300 Wiley McCall Lane #300
Dallas, Texas 75234

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

This instrument was acknowledged before me on the 7 day of June, 2002 by RODNEY O. HAGGARD, PARTNERSHIP MANAGER of Fairview Farm Land Company, Ltd., Texas limited partnership, on behalf of said partnership.



Courtney M Reneau
Notary Public in and for the State of Texas

P-18

05186 00105

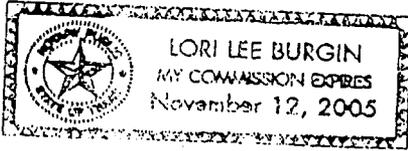
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6 day of June 2002 by Michael E. Proctor, Sr. Vice President of American Realty Trust Inc., a Georgia Corporation, on behalf of said corporation.

Lori Lee Burgin

AFTER RECORDING RETURN TO:

Fairview Farm Land Co.
3314 North Central Blvd
Pleno, Texas 75074





$\Delta=20'55'32''$
 $R=557.50'$
 $T=102.95'$
 $L=203.61'$
 $CB=N 81'48'05'' W$
 $C=202.48'$

CHASE OAKS BOULEVARD

85' R.O.W. CONCRETE SURFACE

$N 87'44'09'' E$
 $84.72'$
 $25.00'$

$S 71'20'19'' E$
 $40.94'$

$N 02'15'51'' W$
 $30.00'$

POINT OF BEGINNING

$\Delta=51'49'00''$
 $R=37.50'$
 $T=18.22'$
 $L=33.91'$
 $CB=N 23'38'39'' E$
 $C=32.77'$

$S 02'15'51'' E$
 $30.00'$

POINT OF COMMENCING

$\Delta=30'47'21''$
 $R=62.50'$
 $T=17.21'$
 $L=33.59'$
 $CB=N 34'09'29'' E$
 $C=33.18'$

$\Delta=30'47'21''$
 $R=37.50'$
 $T=10.33'$
 $L=20.15'$
 $CB=S 34'09'29'' W$
 $C=19.91'$

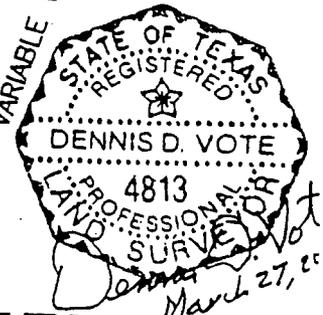
**ACCESS EASEMENT
11,139 SQ. FT.
0.2557 ACRES**

LOT 3
 BLOCK A
 LEGACY CENTRAL THEATER ADDITION
 CAB. K, PAGE 518, 519
 L.R.C.C.T.

CENTRAL EXPRESSWAY
(U.S. HWY. 75)
 VARIABLE WIDTH R.O.W. CONCRETE SURFACE

FUTURE LOT LINE

$N 18'45'49'' E$ 343.47'
 $S 18'45'49'' W$ 343.47'
 $N 71'14'11'' W$ 138.50'
 $N 71'14'11'' W$ 25.00'



LOT 1
 BLOCK A
 LEGACY CENTRAL THEATER ADD.
 CAB. K, PG. 518, 519
 L.R.C.C.T.

P-20

**ACCESS EASEMENT
0.2557 ACRES**

OUT OF THE
 DANIEL ROWLET SURVEY, ABSTRACT NO. 738
 CITY OF PLANO, COLLIN COUNTY, TEXAS

SCALE: 1"=100' DATE: MARCH 27, 2002
 PROJECT NO. 97099-Y

LEGAL DESCRIPTION
25' ACCESS EASEMENT
11,139 SQ. FT. / 0.2557 ACRES

05186 00107

BEING a 0.2557 acre tract of land situated in the DANIEL ROWLET SURVEY, ABSTRACT NO. 738, City of Plano, Collin County, Texas and being part of Lot 3, Block A of the Legacy Central Theater Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 518 & 519, Land Records, Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for corner and being the intersection of the northwesterly right-of-way line of Central Expressway (U.S. Hwy 75)(a variable width R.O.W.) with the southerly right-of-way line of Chase Oaks Boulevard (a variable width R.O.W.) and being the northeast corner of said Lot 3;

THENCE N 71 deg. 20 min. 19 sec. W, along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 40.94 feet to a 1/2" iron rod found for corner and being the beginning of a curve to the left having a central angle of 20 deg. 55 min. 32 sec., a radius of 557.50 feet and a chord which bears N 81 deg. 48 min. 05 sec. W, a distance of 202.48 feet;

THENCE northwesterly, along the southerly right-of-way line of said Chase Oaks Boulevard and along the said curve, an arc distance of 203.61 feet to a 5/8" iron rod found for corner and being the end of said curve;

THENCE S 87 deg. 44 min. 09 sec. W, continuing along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 84.72 feet to a point for corner and being the POINT OF BEGINNING;

THENCE S 02 deg. 15 min. 51 sec. E, a distance of 30.00 feet to a point for corner and being the beginning of a curve to the right having a central angle of 51 deg. 49 min. 00 sec., a radius of 62.50 feet and a chord which bears S 23 deg. 38 min. 39 sec. W, a distance of 54.62 feet;

THENCE southwesterly, along the said curve, an arc distance of 56.52 feet to a point for corner and being a point of reverse curve having a central angle of 30 deg. 47 min. 12 sec., a radius of 37.50 feet and a chord which bears S 34 deg. 09 min. 29 sec. W, a distance of 19.91 feet;

THENCE southwesterly, along the said curve, an arc distance of 20.15 feet to a point for corner and being the end of said curve;

THENCE S 18 deg. 45 min. 49 sec. W, a distance of 343.47 feet to a point for corner and being in the north line of Lot 1 of said Block A;

THENCE N 71 deg. 14 min. 11 sec. W, along the north line of said Lot 1, a distance of 25.00 feet to a point for corner;

THENCE N 18 deg. 45 min. 49 sec. E, a distance of 343.47 feet to a point for corner and being the beginning of a curve to the right; having a central angle of 30 deg. 47 min. 21 sec., a radius of 62.50 feet and a chord which bears N 34 deg. 09 min. 29 sec. E, a distance of 33.18 feet;

THENCE northeasterly, along the said curve, an arc distance of 33.59 feet to a point for corner and being a point of reverse curve having a central angle of 51 deg. 49 min. 00 sec., a radius of 37.50 feet and a chord which bears N 23 deg. 38 min. 39 sec. E, a distance of 32.77 feet;

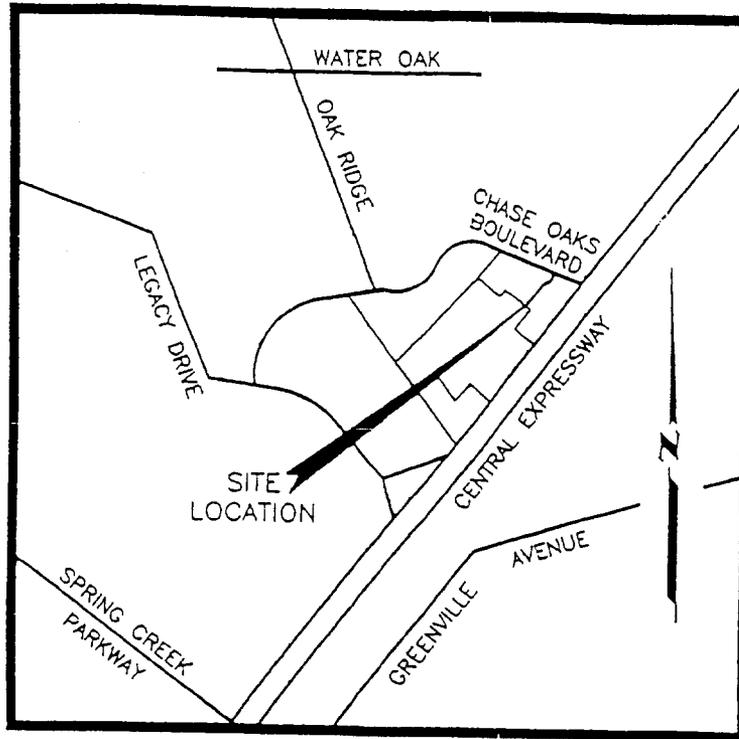
THENCE northeasterly, along the said curve, an arc distance of 33.91 feet to a point for corner and being the end of said curve;

THENCE N 02 deg. 15 min. 51 sec. W, a distance of 30.00 feet to a point for corner and being in the southerly right-of-way line of said Chase Oaks Boulevard;

THENCE N 87 deg. 44 min. 09 sec. E, along the southerly right-of-way line of said Chase Oaks Boulevard, a distance of 25.00 feet to the POINT OF BEGINNING and containing 11,139 sq. ft. or 0.2557 acres of land.

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05186 00108



LOCATION MAP
N.T.S.

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EXHIBIT "B-1"

2005- 0151434

FIRE LANE, ACCESS AND UTILITY EASEMENT
LEGACY CENTRAL THEATER ADDITION LOT 3 BLOCK A PLANO, TEXAS

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

06032 02717

THAT, FAIRVIEW FARM LAND COMPANY, LTD., a Texas Limited Partnership, and AMERICAN REALTY TRUST, INC., A Georgia Corporation, and DAVE CAPPS FAMILY LIMITED PARTNERSHIP, a Texas Family Limited Partnership, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "City" (the City is sometimes called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT and CONVEY to Grantee, its successors and assigns, the nonexclusive, free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described real property and the right to construct, reconstruct and perpetually maintain fire lane, access and utility facilities (the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Plano, Collin County, Texas as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

Grantor does hereby covenant and agree that it shall construct or cause to be constructed within the Easement Property a hard surface and hereafter maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but no limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire

P-23

06032 02718

apparatus. Maintenance of the paving in the Easement Property is the sole responsibility of Grantor and Grantor shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE – NO PARKING." The City's Police Department and/or a Fire Marshall is authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use.

Grantor does covenant and agree that the Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said Easement Property, with the right and privilege at all times of Grantee herein, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across the Easement Property.

The easement and other rights herein created are not exclusive, and the right is hereby reserved to grant such other easements, rights or privileges to such persons and for such purposes as the owners of the Easement Property in their discretion may select, so long as such purposes do not unreasonably interfere with the easement and other rights granted herein.

TO HAVE AND TO HOLD the same perpetually unto Grantee and its successors and assigns, together with the right and privilege at all times to enter said Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements and for making connections therewith. Grantee shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future, within the above described boundaries.

P-24

Grantor, its successors and assigns may remove from the Easement Property such fences, buildings and other obstructions as may now be found upon the Easement Property.

The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors and assigns of Grantor.

SIGNED this 18 day of October 2005.

GRANTOR:

FAIRVIEW FARM LAND COMPANY, LTD.,
a Texas limited partnership

By: [Signature]
Name: Raymond Haggard
Title: Partnership Manager
Address: 3314 North Central Express
Suite 100
Plano, Texas 75074

GRANTOR:

AMERICAN REALTY TRUST INC.
A Georgia Corporation

By: [Signature]
Name: RL Lemke
Title: VP
Address: 1800 Valley View Ln #300
Dallas TX 75234

GRANTOR:

DAVID CAPPS FAMILY LIMITED
PARTNERSHIP, A TEXAS FAMILY
LIMITED PARTNERSHIP

By: _____
Name _____
Title _____

P-25

06032 02719

Address _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 07 day of October, 2005 by Rodney C. Haggard Partnership mgr of Fairview Farm Land Company, Ltd., Texas limited partnership, on behalf of said partnership.



Alysen Joann Cramer
Notary Public in and for the State of Texas

06032 02720

STATE OF TEXAS §
 §
COUNTY OF Dallas §
~~COLLIN~~ §

This instrument was acknowledged before me on the 17th day of October, 2005 by RL Lemke, VP of American Realty Trust Inc., a Georgia Corporation, on behalf of said corporation.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Georgia E. Brooks

This instrument was acknowledge before me on the _____ day of _____ 2005 by _____ of Dave Capps Family Limited Partnership, a Texas family limited partnership.

AFTER RECORDING RETURN TO:

P-26

06032 02721

Grantor, its successors and assigns may remove from the Easement Property such fences, buildings and other obstructions as may now be found upon the Easement Property.

The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors and assigns of Grantor.

SIGNED this 10 day of October 2005.

GRANTOR:

FAIRVIEW FARM LAND COMPANY, LTD.,
a Texas limited partnership

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

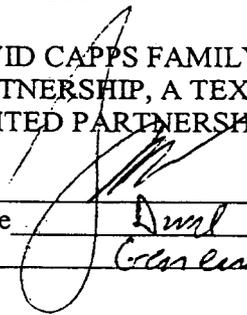
GRANTOR:

AMERICAN REALTY TRUST INC.
A Georgia Corporation

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

GRANTOR:

DAVID CAPPS FAMILY LIMITED
PARTNERSHIP, A TEXAS FAMILY
LIMITED PARTNERSHIP

By: 
Name: David Capps
Title: General Partner

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03032 02722

Address _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2005 by _____, _____ of Fairview Farm Land Company, Ltd., Texas limited partnership, on behalf of said partnership.

Notary Public in and for the State of Texas

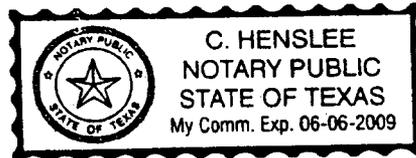
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2005 by _____, _____ of American Realty Trust Inc., a Georgia Corporation, on behalf of said corporation.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledge before me on the 18th day of Oct 2005 by CWD, _____ of Dave Capps Family Limited Partnership, a Texas family limited partnership.

AFTER RECORDING RETURN TO:



P-28

METES AND BOUNDS

BEING a tract of land situated in the DANIEL ROWLET SURVEY, ABSTRACT NO. 738, Collin County, Texas, and being a part of Lot 3, Block A of LEGACY CENTRAL THEATER ADDITION, an addition to the City of Plano, Collin County, Texas according to the plat thereof recorded in Cabinet K, Pages 518 & 519 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the westerly right-of-way line of Central Expressway (US Highway 75, a variable width right-of-way) with the southerly right-of-way line of Chase Oaks Boulevard (a 85-foot wide public right-of-way) dedicated to the City of Plano, Texas by plat recorded in Cabinet F, Pages 30 of the Map Records of Collin County, Texas and being the northeasterly corner of the beforementioned Lot 3, Block A of LEGACY CENTRAL THEATER ADDITION;

THENCE with the southerly right-of-way line of said Chase Oaks Boulevard, the following courses and distances to wit:

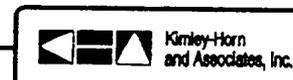
- North 71°20'19" West, a distance of 40.94 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;
- Westerly, with the said curve to the left, through a central angle of 20°55'32", having a radius of 557.50 feet, a chord bearing and distance of North 81°48'05" West, 202.48 feet, an arc distance of 203.61 feet to a 1/2-inch iron rod found for the end of said curve;
- South 87°44'09" West, a distance of 97.25 feet to a 5/8-inch iron rod with cap stamped "KHA" found for the northerly common corner of the 4.8467 acre tract of land described in deed to Fairview Farm Land Company, Ltd., recorded in Volume 5009, Page 1685 of the Land Records of Collin County, Texas and the 3.563 acre tract of land described as Parcel 2, Tract II, Parcel A in deed to American Realty Trust, Inc., recorded in Volume 5748, Page 00467 of the Land Records of Collin County, Texas and for the **POINT OF BEGINNING** of the herein described tract of land;

THENCE leaving the southerly right-of-way line of Chase Oaks Boulevard, the following courses and distances to wit:

- South 02°15'51" East, a distance of 14.86 feet to a point for the beginning of a curve to the right;
- Southeasterly, with the curve to the right, through a central angle of 21°01'40", having a radius of 100.00 feet, a chord bearing and distance of South 08°14'59" West, 36.49 feet, an arc distance of 36.70 feet to a point for the end of said curve;
- South 18°45'49" West, a distance of 304.80 feet to a point for the beginning of a curve to the left;
- Southeasterly, with the said curve to the left, through a central angle of 90°00'00", having a radius of 20.00 feet, a chord bearing and distance of South 26°14'11" East, 28.28 feet, an arc distance of 31.42 feet to a point for the end of said curve;
- South 71°14'11" East, a distance of 76.32 feet to a point for corner;
- South 18°41'27" West, a distance of 66.06 feet to a point for corner in the common line of Lot 3, Block A of LEGACY CENTRAL THEATER ADDITION and Lot 1R, Block A of LEGACY CENTRAL THEATER ADDITION, an addition to the City of Plano, Collin County, Texas according to the plat thereof recorded in Cabinet M, Pages 492 of the Map Records of Collin County, Texas, from which a 1/2-inch iron rod found for the northeast corner of said Lot 1R, Block A bears South 71°14'11" East, a distance of 30.09 feet;

EXHIBIT "A"
FIRELANE, MUTUAL ACCESS
and UTILITY EASEMENT

DANIEL ROWLETT SURVEY, ABSTRACT NO. 738
CITY OF PLANO, COLLIN COUNTY, TEXAS



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Images

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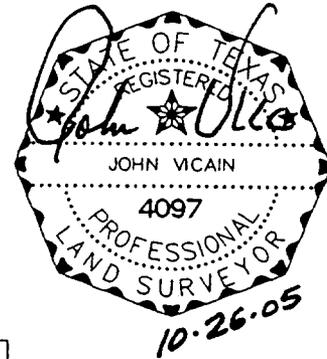
THENCE with the common line of said lots, North 71°14'11" West, a distance of 24.00 feet to a point for corner;

THENCE leaving the said common line, the following courses and distances to wit:

- North 18°41'27" East, a distance of 22.08 feet to a point for the beginning of a curve to the left;
- Northwesterly, with the said curve to the left, through a central angle of 89°55'38", having a radius of 20.00 feet, and a chord bearing and distance of North 26°16'22" West, 28.27 feet, an arc distance of 31.39 feet to point for the end of said curve;
- North 71°14'11" West, a distance of 76.36 feet to a point for corner;
- North 18°45'49 East, a distance of 324.64 feet to a point for the beginning of a curve to the left;
- Northwesterly, with the said curve to the left, through a central angle of 21°05'00", having a radius of 138.71 feet, and a chord bearing and distance of North 08°13'19" East, 50.75 feet, an arc distance of 51.04 feet to point for the end of said curve;
- North 02°19'11" West, a distance of 14.77 feet to a point for corner in the southerly right-of-way line of Chase Oaks Boulevard;

THENCE with the said southerly right-of-way line of Chase Oaks Boulevard, North 87°44'21" East, a distance of 28.51 feet to the **POINT OF BEGINNING** and containing 0.3026 acre (13,181 square feet) of land.

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.94	N71°20'19"W
L2	97.25	S87°44'09"W
L3	14.86	S02°15'51"E
L4	76.32	S71°14'11"E
L5	66.06	S18°41'27"W
L6	24.00	N71°14'11"W
L7	22.08	N18°41'27"E
L8	76.36	N71°14'11"W
L9	14.77	N02°19'11"W
L10	28.51	N87°44'21"E



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	20°55'32"	557.50	203.61	N81°48'05"W	202.48
C2	21°01'40"	100.00	36.70	S08°14'59"W	36.49
C3	90°00'00"	20.00	31.42	S26°14'11"E	28.28
C4	89°55'38"	20.00	31.39	N26°16'22"W	28.27
C5	21°05'00"	138.71	51.04	N08°13'19"E	50.75

EXHIBIT "A"
FIRELANE, MUTUAL ACCESS
and UTILITY EASEMENT

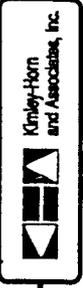
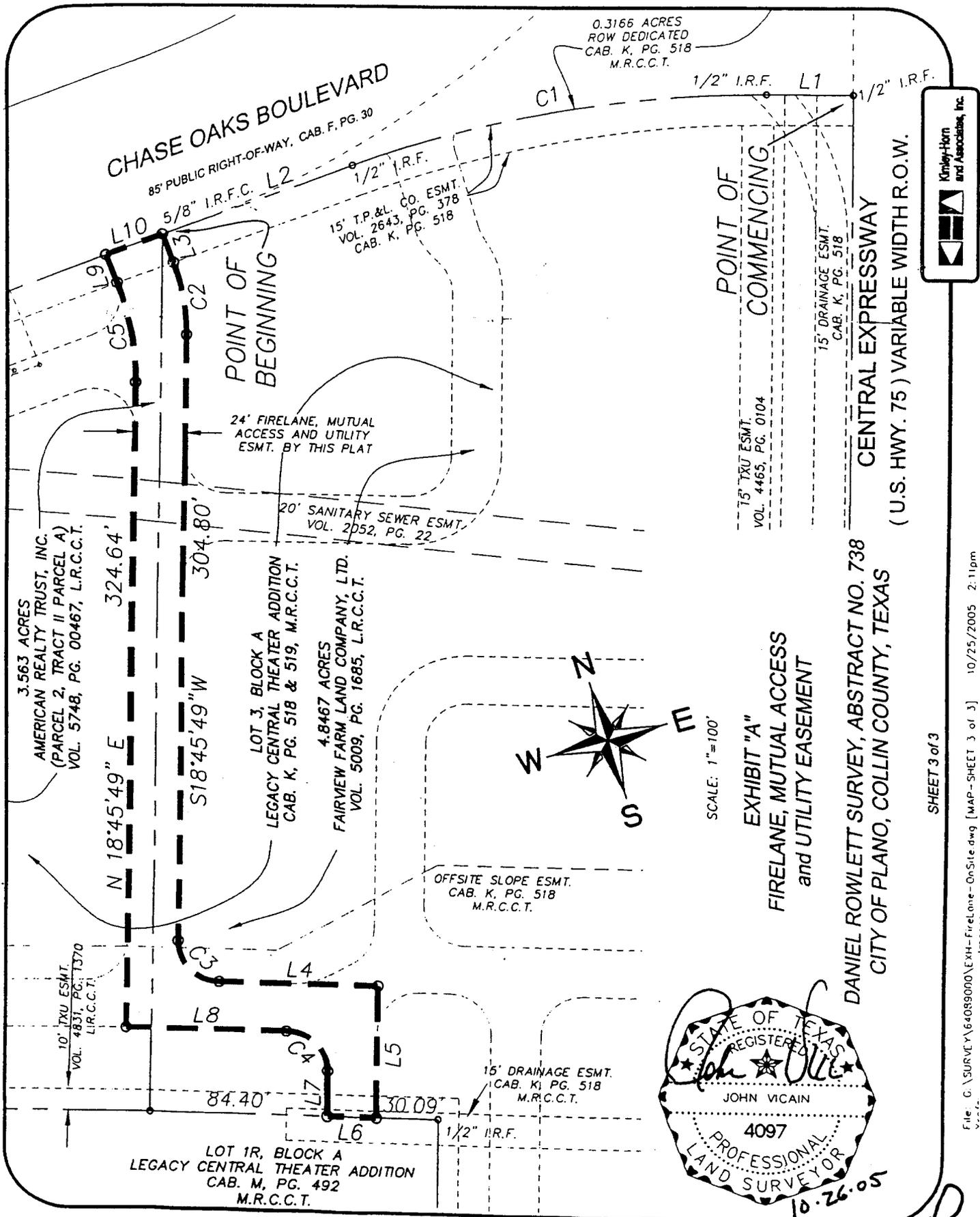
DANIEL ROWLETT SURVEY, ABSTRACT NO. 738
 CITY OF PLANO, COLLIN COUNTY, TEXAS

P-30



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SHEET 3 of 3

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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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	12/20/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Environmental Waste Services - Nancy Nevil			Initials	Date
Department Head	Jimmy Foster		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):			Tiffany Stephens x 4264		
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 18-34 COMMERCIAL CONTAINER RATES OF ARTICLE II COLLECTION CHARGES OF CHAPTER 18 SOLID WASTE OF THE CITY CODE ORDINANCES; ESTABLISHING A REVISED SCHEDULE OF RATES AND CHARGES FOR COLLECTION AND DISPOSAL OF SOLID WASTE FROM COMMERCIAL ACCOUNTS IN THE CITY OF PLANO; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND 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:	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					
<p>The North Texas Municipal Waste District (NTMWD) Regional Solid Waste System ended the 2004-05 fiscal year with a disposal increase from \$26.93 per ton to \$29.52 per ton. The increase was primarily due to increased fuel costs and the reallocation of costs between the member cities. The 2005-06 budget is projected to be \$29.88 per ton. The Commercial Franchise Agreement stipulates that the disposal portion of the rate structure shall be adjusted upon changes in the disposal rate charged by the NTMWD.</p> <p>In addition, the collection portion of the rate structure is subject to an annual escalation based upon the net percentage of increase or decrease in the Consumer Price Index (CPI) - Urban Wage Earners and Clerical Workers, Dallas-Fort Worth metropolitan area by the Bureau of Labor Statistics of the U.S. Department of Labor. The annual CPI adjustment is 4.7%.</p> <p>This ordinance revises the schedule of rates and charges for solid waste collection and disposal for commercial accounts to reflect the disposal increase and the CPI adjustment of 4.7%.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 18-34 COMMERCIAL CONTAINER RATES OF ARTICLE II COLLECTION CHARGES OF CHAPTER 18 SOLID WASTE OF THE CITY CODE ORDINANCES; ESTABLISHING A REVISED SCHEDULE OF RATES AND CHARGES FOR COLLECTION AND DISPOSAL OF SOLID WASTE FROM COMMERCIAL ACCOINTS IN THE CITY OF PLANO; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function necessary to preserve and protect the public health, safety and general welfare; and

WHEREAS, the schedule of rates and charges for solid waste collection and disposal must be reviewed annually in connection with preparation of the City budget and those rates and charges must be adjusted periodically to address increased operational costs and/or an increase in services being provided; and

WHEREAS, due to an increase in operational and disposal costs associated with the commercial solid waste accounts in the City of Plano, the Environmental Waste Services Department is recommending an increase in rates and charges for commercial solid waste accounts; and

WHEREAS, The City Council hereby finds and determines that it is necessary to revise the schedule of rates and charges for solid waste collection and disposal for commercial accounts, as hereinafter provided, and that such revised schedule of rates and charges is reasonable and in the best interest of the City of Plano and its citizens.

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

Section I. Sections 18-34 Commercial Container Rates of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read in its entirety as follows:

Sec. 18-34. Commercial container rates.

(a) The collection and disposal of solid waste from commercial accounts in the City of Plano shall only be performed by those commercial contractors authorized by the City Council to conduct such business within the City of Plano.

(b) The following rates and charges as set forth in the schedule below are hereby established as the maximum rates that may be charged by an authorized commercial contractor for collection, transportation and disposal of solid waste pursuant to that commercial contractor's contract with the City:

- (1) Rates for commercial container service for containers with a volume between two (2) cubic yards and eight (8) cubic yards shall be as follows plus a \$49.08 one-time delivery charge:

<u>SIZE OF CONTAINER</u>	<u>SERVICE</u>	<u>MONTHLY CHARGE</u>
2 Cu. Yd.	1 x Week	44.88
	2 x Week	68.80
	3 x Week	103.17
	Extras	38.40
3 Cu. Yd.	1 x Week	58.16
	2 x Week	106.47
	3 x Week	148.23
	Extras	41.11
4 Cu. Yd.	1 x Week	70.16
	2 x Week	123.11
	3 x Week	176.05
	Extras	45.19
6 Cu. Yd.	1 x Week	94.46
	2 x Week	171.18
	3 x Week	249.15
	4 x Week	334.99
	5 x Week	425.65
	6 x Week	528.55
8 Cu. Yd.	Extras	50.89
	1 x Week	122.90
	2 x Week	215.92
	3 x Week	324.75
	4 x Week	440.36
	5 x Week	525.08
	6 x Week	623.48
Extras	57.54	

- (2) Rates for commercial compactors with a volume between six (6) cubic yards and eight (8) cubic yards shall be as follows plus a \$49.08 one-time delivery charge

COMPACTORS		
<u>Size of Container</u>	<u>Service</u>	<u>Monthly Charge</u>
6 Cu.Yd., Compactor	1 x week	250.04
	2 x week	500.07
	3 x week	750.12
	4 x week	1,000.16
	5 x week	1,250.18
	6 x week	1,500.22
	Extras	57.39
8 Cu.Yd., Compactor	1 x week	333.35
	2 x week	666.70
	3 x week	1,000.05
	4 x week	1,333.39
	5 x week	1,666.74
	6 x week	2,000.10
	Extras	76.51

- (3) Rates for container service for open top containers and compactors with a volume in excess of eight (8) cubic yards will be determined and paid based on haul charges plus a per ton disposal charge that is established annually by the North Texas Municipal Water District (NTMWD). Haul charges are determined based on established zones that reflect the contractor's transportation costs using time/distance from the service location to the disposal site, with a minimum haul charge of \$101.52. Customers renting containers will be charged a delivery fee and per day rental fee. Haul rates and associated fees shall be as follows:

Zone 1	Zone 2	Zone 3	Zone 4	Delivery	Rental
101.52	135.08	168.84	203.07	68.55	4.55/day

Disposal Fee: \$32.11 per ton

(4) Rates for commercial recycling container service shall be as follows:

<u>SIZE OF CONTAINER</u>	<u>SERVICE</u>	<u>MONTHLY CHARGE</u>
2 Cu. Yd.	Every Other Week	37.98
	1 x Week	50.64
	2 x Week	88.62
	3 x Week	126.60
	Extras	30.00
3 Cu. Yd.	Every Other Week	38.17
	1 x Week	50.89
	2 x Week	89.06
	3 x Week	127.23
	Extras	30.00
4 Cu. Yd.	Every Other Week	38.36
	1 x Week	51.14
	2 x Week	89.50
	3 x Week	127.86
	Extras	30.00
6 Cu. Yd.	Every Other Week	38.72
	1 x Week	51.63
	2 x Week	90.35
	3 x Week	129.07
	4 x Week	167.79
	5 x Week	206.51
	6 x Week	245.23
Extras	30.00	
8 Cu. Yd.	Every Other Week	39.10
	1 x Week	52.13
	2 x Week	91.23
	3 x Week	130.33
	4 x Week	169.43
	5 x Week	208.53
	6 x Week	247.63
Extras	30.00	

These monthly commercial recycling container service rates are not subject to the City's Commercial Franchise Fee.

- (5) In addition to the rates specified in subsections (b)(1) and (b)(3) above, there will be a delivery charge of \$68.55 for each temporary or on-call container delivered. "Temporary service" shall be defined as service of duration of less than one year.
- (6) In addition to the rates specified in subsection (b)(1) above, there will be a \$30.00 fee for extra service. "Extra service" shall be defined as collection of commercial container(s) outside of the regular service schedule, upon request of the commercial customer.
- (7) All rates for solid waste services are subject to the appropriate state taxes.
- (8) Charges for damages to commercial solid waste containers not caused by the authorized commercial contractor, and charges for replacement of such containers at more frequent intervals than approved by the City Council shall be set forth in the performance standards for the authorized commercial contractor as referenced in the Commercial Franchise Agreement.
- (9) In addition to the charges hereinabove specified, the following additional fees and charges are authorized:

Casters	\$3.43 per lift
Locks	\$1.15
Gates	\$1.15
Return Check Charge	\$15.00
Fee for late payment	1.5% per month for balance due over 30 days."

Section II. The rates established herein shall be effective for all billings rendered on and after January 1, 2006.

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

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

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

PASSED AND APPROVED this _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**TRINITY WASTE SERVICES
FRANCHISED CITY RATES
Prices with CPI Increase
CITY OF PLANO**

CURRENT RATES EFFECTIVE FEB 1, 2005

PURPOSED RATES EFFECTIVE DEC 1, 2005

COMMERCIAL FRONT-LOAD RATES							
PICKUPS PER WEEK							
SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	\$ 41.93	\$ 63.83	\$ 95.71	\$ -	\$ -	\$ -	\$ 36.70
3 YD	\$ 54.14	\$ 98.87	\$ 137.34	\$ -	\$ -	\$ -	\$ 39.29
4 YD	\$ 85.13	\$ 113.81	\$ 162.49	\$ -	\$ -	\$ -	\$ 43.18
6 YD	\$ 86.42	\$ 156.87	\$ 228.49	\$ 307.66	\$ 391.41	\$ 486.85	\$ 48.63
8 YD	\$ 112.64	\$ 197.70	\$ 297.89	\$ 404.50	\$ 481.64	\$ 571.85	\$ 54.98

COMMERCIAL FRONT-LOAD RATES							
PICKUPS PER WEEK							
SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	\$ 44.88	\$ 68.80	\$ 103.17	\$ -	\$ -	\$ -	\$ 38.40
3 YD	\$ 58.16	\$ 106.47	\$ 148.23	\$ -	\$ -	\$ -	\$ 41.11
4 YD	\$ 70.16	\$ 123.11	\$ 176.05	\$ -	\$ -	\$ -	\$ 45.19
6 YD	\$ 94.46	\$ 171.18	\$ 249.15	\$ 334.99	\$ 425.65	\$ 528.55	\$ 50.89
8 YD	\$ 122.90	\$ 215.92	\$ 324.75	\$ 440.36	\$ 525.08	\$ 623.48	\$ 57.54

Delivery Charges \$42.95

Delivery Charges \$ 49.08

COMMERCIAL FRONT-LOAD COMPACTOR RATES							
SIZE	1X	2X	3X	4X	5X	6X	EXTRA'S
6 YD	\$ 223.46	\$ 446.91	\$ 670.38	\$ 893.84	\$ 1,117.29	\$ 1,340.74	\$ 54.84
8 YD	\$ 297.92	\$ 595.82	\$ 893.74	\$ 1,191.64	\$ 1,489.56	\$ 1,787.48	\$ 73.11

COMMERCIAL FRONT-LOAD COMPACTOR RATES							
SIZE	1X	2X	3X	4X	5X	6X	EXTRA'S
6 YD	\$ 250.04	\$ 500.07	\$ 750.12	\$ 1,000.16	\$ 1,250.18	\$ 1,500.22	\$ 57.39
8 YD	\$ 333.35	\$ 666.70	\$ 1,000.05	\$ 1,333.39	\$ 1,666.74	\$ 2,000.10	\$ 76.51

COMMERCIAL FRONT-LOAD OPTIONAL FEATURES

FEATURE	LIFT
CASTERS	\$ 3.28
LOCKS	\$ 1.10
GATES	\$ 1.10

COMMERCIAL FRONT-LOAD OPTIONAL FEATURES

FEATURE	LIFT
CASTERS	\$ 3.43
LOCKS	\$ 1.15
GATES	\$ 1.15

COMMERCIAL ROLLOFF RATES							
SIZE	TYPE	DELIVERY	RENTAL	HAUL	HAUL	HAUL	HAUL
			PER DAY	Zone 1	Zone 2	Zone 3	Zone 4
20 YD	OPEN	\$ 65.51	\$ 4.35	\$ 97.01	\$ 129.07	\$ 161.34	\$ 194.05
30 YD	OPEN	\$ 65.51	\$ 4.35	\$ 97.01	\$ 129.07	\$ 161.34	\$ 194.05
			\$ 130.44				
COMPACTORS			\$ 97.01				

COMMERCIAL ROLLOFF RATES							
SIZE	TYPE	DELIVERY	RENTAL	HAUL	HAUL	HAUL	HAUL
			PER DAY	Zone 1	Zone 2	Zone 3	Zone 4
20 YD	OPEN	\$ 68.55	\$ 4.55	\$ 101.52	\$ 135.08	\$ 168.84	\$ 203.07
30 YD	OPEN	\$ 68.55	\$ 4.55	\$ 101.52	\$ 135.08	\$ 168.84	\$ 203.07
			\$ 136.51				
COMPACTORS			\$ 101.52				

SINGLE STREAM RECYCLING RATES FOR RECYCLING							
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	EXTRAS
2YD	\$ 50.64	\$ 88.62	\$ 128.60				\$ 30.00
3YD	\$ 50.89	\$ 89.06	\$ 127.23				\$ 30.00
4YD	\$ 51.14	\$ 89.50	\$ 127.86				\$ 30.00
6YD	\$ 51.63	\$ 90.35	\$ 129.07	\$ 167.79	\$ 206.51	\$ 245.23	\$ 30.00
8YD	\$ 52.13	\$ 91.23	\$ 130.33	\$ 169.43	\$ 208.53	\$ 247.63	\$ 30.00

SINGLE STREAM RECYCLING RATES FOR RECYCLING							
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	EXTRAS
2YD	\$ 50.84	\$ 88.62	\$ 126.80				\$ 30.00
3YD	\$ 50.89	\$ 89.06	\$ 127.23				\$ 30.00
4YD	\$ 51.14	\$ 89.50	\$ 127.86				\$ 30.00
6YD	\$ 51.63	\$ 90.35	\$ 129.07	\$ 167.79	\$ 206.51	\$ 245.23	\$ 30.00
8YD	\$ 52.13	\$ 91.23	\$ 130.33	\$ 169.43	\$ 208.53	\$ 247.63	\$ 30.00

NO DELIVERY CHARGE

NO DELIVERY CHARGE

SIZE	E.O.W
2YD	\$ 37.98
3YD	\$ 38.17
4YD	\$ 38.36
6YD	\$ 38.72
8YD	\$ 39.10

SIZE	E.O.W
2YD	\$ 37.98
3YD	\$ 38.17
4YD	\$ 38.36
6YD	\$ 38.72
8YD	\$ 39.10

COMMERCIAL FRONT-LOAD RATES							
Pricing excludes 7% Franchise Fees							
Plano Independent School District							
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	EXTRAS
2YD	\$ 39.41	\$ 60.00	\$ 89.96	\$ -	\$ -	\$ -	\$ 34.50
3YD	\$ 50.89	\$ 92.94	\$ 129.10	\$ -	\$ -	\$ -	\$ 36.93
4YD	\$ 81.22	\$ 108.98	\$ 152.74	\$ -	\$ -	\$ -	\$ 40.59
6YD	\$ 81.23	\$ 147.46	\$ 214.78	\$ 289.20	\$ 367.93	\$ 457.64	\$ 45.71
8YD	\$ 105.89	\$ 185.84	\$ 280.02	\$ 380.23	\$ 452.74	\$ 537.54	\$ 51.68

COMMERCIAL FRONT-LOAD RATES							
Pricing excludes 7% Franchise Fees							
Plano Independent School District							
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	EXTRAS
2YD	\$ 41.74	\$ 63.98	\$ 95.94	\$ -	\$ -	\$ -	\$ 36.10
3YD	\$ 54.09	\$ 99.02	\$ 137.86	\$ -	\$ -	\$ -	\$ 38.65
4YD	\$ 85.25	\$ 114.49	\$ 163.73	\$ -	\$ -	\$ -	\$ 42.48
6YD	\$ 87.85	\$ 159.19	\$ 231.71	\$ 311.54	\$ 395.85	\$ 491.55	\$ 47.84
8YD	\$ 115.53	\$ 202.97	\$ 305.26	\$ 413.94	\$ 493.58	\$ 586.07	\$ 54.09

DELIVERY \$ 43.83.

DELIVERY \$ 46.68

PISD RECYCLING						
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	EXTRAS
6YD	\$ 40.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 200.00	\$ 30.00
E.O.W						
	\$ 32.54					

PISD RECYCLING						
SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	EXTRAS
6YD	\$ 40.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 200.00	\$ 30.00
E.O.W						
	\$ 32.54					

PISD ROLL-OFF CONTAINERS					
SIZE	TYPE	HAUL	HAUL	HAUL	HAUL
		ZONE 1	ZONE 2	ZONE 3	ZONE 4
30YD	OPEN	\$ 91.20	\$ 121.33	\$ 151.66	\$ 182.41

PISD ROLL-OFF CONTAINERS					
SIZE	TYPE	HAUL	HAUL	HAUL	HAUL
		ZONE 1	ZONE 2	ZONE 3	ZONE 4
30YD	OPEN	\$ 95.44	\$ 126.98	\$ 158.71	\$ 190.89

TRINITY WASTE SERVICES

FRANCHISED CITY RATES

PISD RATES

EFFECTIVE DEC 1, 2005

COMMERCIAL FRONT-LOAD RATES

Pricing excludes 7% Franchise Fees

PISD S/W

	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	EXTRAS
2YD	\$ 41.74	\$ 63.98	\$ 95.94	\$ -	\$ -	\$ -	36.10
3YD	\$ 54.09	\$ 99.02	\$ 137.86	\$ -	\$ -	\$ -	38.65
4YD	\$ 65.25	\$ 114.49	\$ 163.73	\$ -	\$ -	\$ -	42.48
6YD	\$ 87.85	\$ 159.19	\$ 231.71	\$ 311.54	\$ 395.85	\$ 491.55	47.84
8YD	\$ 115.53	\$ 202.97	\$ 305.26	\$ 413.94	\$ 493.58	\$ 586.07	54.09

DELIVERY: \$46.68

PISD RECYCLING

	1XWK	2XWK	3XWK	4XWK	5XWK	EXTRAS
6YD	\$ 40.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 200.00	\$ 30.00
	HOW					
	\$ 32.54					

PISD ROLL-OFF CONTAINERS

SIZE	TYPE	HAUL	HAUL	HAUL	HAUL
		ZONE 1	ZONE 2	ZONE 3	ZONE 4
30YD	OPEN	\$ 95.44	\$ 126.98	\$ 158.71	\$ 190.89

DELIVERY \$ 64.43
 DISPOSAL 30.01 Per Ton
 RENTAL PER DAY \$ 4.28

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 12, 2005**

COUNCIL MEMBERS

Pat Evans, Mayor
Ken Lambert, Mayor Pro Tem
Scott Johnson, Deputy Mayor Pro Tem
Shep Stahel
Loretta Ellerbe
Sally Magnuson
Harry LaRosilieri
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
John Gilliam, First Assistant Attorney
Elaine Bealke, City Secretary

Mayor Evans called the meeting to order at 5:09 p.m., Monday, December 12, 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 551.07, and discuss matters of Personnel, Section 551.074, for which a certified agenda is required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:02 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

Nothing was brought forward.

Discussion Regarding SH 121

Deputy Mayor Pro Tem Johnson presented an update on proposals for SH 121 and stated that the State has rejected the proposal made by the cities of Allen, Frisco, McKinney, and Plano to construct and operate SH 121. He spoke to proposals received by the state from outside companies and foreign investors to develop SH 121.

Mr. Johnson spoke to the proposal of the North Texas Tollway Authority (NTTA) to construct the road and to this providing a better chance for excess revenues to stay in Collin County. He stated that the NTTA will make their presentation to the Texas Department of Transportation (TxDOT), this would be the best thing for all concerned, and that if successful, the next step would be the Regional Transportation Commission. The Council spoke to the NTTA alternative and to keeping toll funds in the system and to allowed percentage possibilities resulting from the tolls that would be divided up and which could go back to the cities.

City Engineer Upchurch spoke to the NTTA as the region wide tolling authority and to this being the logical manager for this region wide project. Mayor Pro Tem Lambert spoke to the toll roads being seamless systems and stated that the toll tags would be compatible with existing systems. Mr. Upchurch responded to the Council that NTTA analysis indicates that the SH 121 toll road will be a monetary success for the region. Mr. Lambert spoke against a comprehensive development agreement (CDA) taking over this project for the citizens of Texas and stated that the NTTA is the best choice for the region.

Personnel Appointments

TIF Reinvestment Zone No. 1

Upon a motion made by Council Member LaRosiliere and a second made by Council Member Magnuson the Council voted 7-0 to reappoint Deputy Mayor Pro Tem Johnson as Chair.

TIF Reinvestment Zone No. 2 Chair

Upon a motion made by Deputy Mayor Pro Tem Johnson and a second made by Council Member Callison the Council voted 7-0 to reappoint Council Member LaRosiliere as Chair.

Downtown Task Force

Mayor Evans stated that Jack Boggs, Delores Crowdus, Rick Fambro, Richard Howe, Brad Shanklin, Susan Steblein, Richard Sutton, either Susan or Dick Lee, and either Tim or Karen Kelly will serve as members. She stated that Susie Jones and Joan Biggerstaff will interchangeably represent the art center. Mayor Evans stated that most task force members either own property or operate a business in the downtown area, meetings are open to those who are interested and that attendance is encouraged to share ideas. She stated that meetings will commence in January after the holidays, meet twice a month for six months through June, 2006, there will be a charge and work curriculum, and that Council Members Ellerbe and Magnuson will initially be chairing the task force.

Discussion and Direction Regarding Rescheduling Certain Council Meetings During 2006

City Manager Muehlenbeck spoke to scheduling conflicts and to changing the March 13, 2006 Council meeting date to March 16, and to changing the December 25, 2006 Council meeting date to December 19 to which the Council concurred.

Council Items for Discussion/Action on Future Agendas

No items were brought forward.

Consent and Regular Agenda

No items were brought forward.

Council Reports

Council Member Magnuson and Deputy Mayor Pro Tem Johnson spoke to attending the reopening ceremony for Haggard Library. Mayor Pro Tem Lambert spoke to attending the Texas Cricket Association appreciation dinner. Council Member Callison spoke to attending the Links event at the Douglass Center. Deputy Mayor Pro Tem Johnson spoke to attending an Eagle Scout Award Ceremony. Mayor Evans thanked the Council for attending the National League of Cities session and further spoke to meeting with legislative delegates to discuss Plano issues. She spoke to hosting a delegation from Tempe, Arizona regarding the downtown transit system and further spoke to attending the Dallas Regional Mobility Council meeting. Mayor Evans spoke to the success of the Dickens Christmas event and the Christmas Parade. She stated that City staff met with legislators to discuss the support of a seamless transit system and to support of a local option election for funding. Council Member Ellerbe stated that she and Council Member Magnuson, Mayor Pro Tem Lambert, and Deputy Mayor Pro Tem Johnson attended the Public Works accreditation dinner. Mayor Evans spoke to traveling to Austin to present the SH 121 plan to TxDOT and further spoke to the opening and reception of the Hsinchu art exhibit in the art center.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:43 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
December 12, 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, December 12, 2005 at 7:09 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 Deacon Tim Muldoon, Campus Minister with John Paul II High School.

The Pledge of Allegiance was led by Council Member LaRosiliere and the Men of Note performed.

PROCLAMATIONS AND SPECIAL RECOGNITION

Mayor Evans recognized the Plano Police Department and Citizens for the National Night Out, Mike Ryan for his Lifetime Achievement Award from the National Purchasing Institute and made a certificate presentation to Jay Purohit for the Keep Plano Beautiful T-Shirt Design Contest Winner.

GENERAL DISCUSSION

Jack Lagos, citizen of the City, spoke regarding a member of the Arts of Collin County Foundation and the handling of public funds in this capacity under the steering committee. He questioned monies going from the public sector to a third-party corporation and requested an agenda item to look into the matter.

BOARD/COMMISSION REPORTS

Library Advisory Board

Chair Harmon Norton advised the Council regarding the reopening of Haggard Library and the return of its employees. He spoke regarding the success of the Library Summer Reading Program, appointment of three new Library Advisory Board members and an upcoming review of goals and objectives. Mr. Norton spoke to the process of reviewing policies and procedures and the upcoming challenges of moving the genealogy department from the Harrington Library to the Haggard Library. He advised that the board will continue to review and support the libraries' calendar of events and thanked the Council for the opportunity to serve.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")

November 28, 2005

Approval of Expenditures

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

Bid No. 2006-22-B for the Town West Screening Wall Reconstruction Project to Ratliff Hardscape, LTD. in the amount of \$693,191. (Consent Agenda Item "B") [See Exhibit (A)]

Bid No. 2005-254-C for an annual fixed-price contract for Professional Food Service Personnel at Plano Centre to Majesty Hospitality Staffing in the estimated annual amount of \$185,000. This will establish a one (1) year contract with two (2) City optional one (1) year renewals. (Consent Agenda Item "C") [See Exhibit (B)]

Bid No. 2006-2-C for an annual fixed-price contract for Litter and Restroom Service Contract "Group B" for Parks and Recreation to Texas Tree and Turf in the estimated annual amount of \$83,014. This will establish a two (2) year contract with three (3) City optional one (1) year renewals. (Consent Agenda Item "D") [See Exhibit (C)]

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 Microsoft server and desktop software in the amount of \$625,668 from SHI-GS through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR#SDD-198). (Consent Agenda Item "E")

To authorize the purchase and installation of infield conditioner for infield improvements at Heritage Yards fields 2-5 & Carpenter Park fields 7-8, in the amount of \$55,710 from Masterturf Products through PISD Interlocal Agreement #2006-28-I, and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (Consent Agenda Item "F")

Miscellaneous Purchase Authorization:

Approval of agreement for Geographic Information System (GIS) Annual Maintenance with Environmental Research Systems Institute (ESRI) in the amount of \$54,745. (Consent Agenda Item "G")

Adoption of Resolutions

Resolution No. 2005-12-1(R): To approve the terms and conditions of an Interlocal Cooperation Agreement for Library Services by and between the City of Plano and Denton County, Texas providing the terms and conditions for receipt of funding in the amount of \$10,917 from Denton County; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2005-12-2(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2005-12-3(R): To approve the terms and conditions of a support and maintenance agreement with BIO-key International, Inc., a sole source vendor for the maintenance and support of BIO-key software applications; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "J")

Resolution No. 2005-12-4(R): To approve the terms and conditions of the funding agreements between the City of Plano, Texas, and five special events, for the production of such events; authorizing the City Manager to execute such agreements; and providing an effective date. The five events are the Asian Heritage Festival, Blackland Prairie Festival, Plano Balloon Festival, Plano Book Festival and Plano International Festival. (Consent Agenda Item "K")

Adoption of Ordinances

Ordinance No. 2005-12-5: To transfer the sum of \$30,829 from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation for Fiscal Year 2005-06 for the purpose of providing additional funding required for Civil Service termination payments which were figured incorrectly for the past four (4) years; amending the budget of the City and Ordinance 2005-9-12, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item "L")

Ordinance No. 2005-12-6: To transfer the sum of \$500,000 from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation for Fiscal Year 2005-06 for the purpose of additional funding required for expenditures in the Disaster Relief Fund as related to Hurricanes Katrina and Rita; amending the budget of the City and Ordinance 2005-9-12, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item "M")

Ordinance No. 2005-12-7: To abandon all right, title and interest of the City, in and to that certain 15' water easement recorded in Volume 5660 at Page 11 of the Deed Records of Collin County and being situated in the Joseph Russell Survey, Abstract No. 776, located north of East Spring Creek Parkway and approximately 650 feet west of Des Moines Drive which is located within the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the city in such easement to the abutting property owner, NMCA, L.L.C., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "N")

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2005-12-8 as requested in Zoning Case 2005-43 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to eliminate Restriction 2. a. of Planned Development-139-Single-Family Residence-9 (22.0± acres located on the north side of Parker Road, 1,800± feet east of Jupiter Road in the City of Plano, Collin County, Texas); directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item "1")

Development Review Manager Elgin advised the Council that when this property was zoned in 2002, the property owner to the west requested a wrought iron fence be installed along the western property line to protect large animals. He stated that now that the western property is being developed, there is no longer a need for the fence and further that the Planning and Zoning Commission recommended approval as follows (additions are in bold and underlined, and deletions are struck through):

Ordinance No. 2005-12-8 (cont'd)

Restrictions:

2. A minimum six-foot tall wrought iron or tubular steel fence shall be provided as follows:
 - ~~a.~~ ~~Along the western boundary of the property, beginning at the stone wall per No. 1 above and extending northward to the northern boundary line for a distance of approximately 1,106 feet.~~
 - ~~a.b.~~ Along the eastern boundary of the portion of the planned development fronting Parker Road, beginning at the stone wall mentioned in No. 1 above and extending northward for a minimum distance of 205 feet.
 - ~~b.e.~~ Along the eastern boundary of the property, beginning at the southeastern corner of the planned development and extending northward along the eastern boundary for a distance of approximately 934 feet.
 - ~~c.d.~~ Along the rear yards of the lots located in the southeastern corner of the planned development adjacent to the existing pond, beginning at the southeastern corner of the planned development and extending westward approximately 530 feet.

Mayor Evans opened the Public Hearing. Matt Johnson of Standard Pacific Homes requested Council approval of the request. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Callison, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to eliminate Restriction 2. a. of Planned Development-139-Single-Family Residence-9 (22.0± acres located on the north side of Parker Road, 1,800± feet east of Jupiter Road in the City of Plano, Collin County, Texas) as requested in Zoning Case 2005-43 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-12-8.

Public Hearing and adoption of Ordinance No. 2005-12-9 as requested in Zoning Case 2005-45 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 571 so as to allow the additional use of Service Contractor (with storage yard) on one lot on 0.6± acre of land located on the south side of Rigsbee Drive, 200± feet east of Sherrye Drive in the City of Plano, Collin County, Texas, presently zoned Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Jose & Susana Hernandez (Regular Agenda Item “2”)

Development Review Manager Elgin reviewed uses in the area and advised that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Magnuson and seconded by Council Member Ellerbe, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 571 so as to allow the additional use of Service Contractor (with storage yard) on one lot on 0.6± acre of land located on the south side of Rigsbee Drive, 200± feet east of Sherrye Drive in the City of Plano, Collin County, Texas, presently zoned Light Commercial as requested in Zoning Case 2005-45 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-12-9.

There being no further discussion, Mayor Evans adjourned the meeting at 7:46 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:		12/20/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Environmental Waste Services - Nancy Nevil <i>N</i>			Initials	Date
Department Head	Jimmy Foster		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): Tiffany Stephens x 4264					
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 AUTHORIZING A THREE-YEAR RENEWAL OF THE PRIVATE FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A TRINITY WASTE SERVICES, FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL CUSTOMERS LOCATED WITHIN THE CITY OF PLANO AND A NON-EXCLUSIVE PRIVATE FRANCHISE FOR COLLECTION OF RECYCLABLE MATERIALS FROM COMMERCIAL CUSTOMERS LOCATED IN THE CITY OF PLANO; AND AUTHORIZING THE CITY MANAGER, OR AN EXECUTIVE DIRECTOR IN HIS ABSENCE, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RENEWAL; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND PROVIDING FOR PUBLICATION 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:	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					
The Environmental Waste Services (EWS) Division supports the first three-year extension of the existing Allied Waste Services commercial solid waste franchise agreement as written and in accordance with paragraph 4.2 "Renewal" of the agreement. Allied Waste Services has continued to build strong partnerships with individual Plano businesses, as well as the City of Plano organization. In addition, Allied Waste Services has documented their proven ability to maintain at or above a 90% Good to Excellent customer service satisfaction rating spanning the past three years, which is supported by the EWS bi-annually commercial services survey. Furthermore, Allied Waste Services has always been very willing and helpful to work outside the normal standard operational protocol and above the performance requirements during special and unforeseen events.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Extension of Franchise Agreement Letter Letter Requesting Extension of Franchise					

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AUTHORIZING A THREE-YEAR RENEWAL OF THE PRIVATE FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A TRINITY WASTE SERVICES, FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL CUSTOMERS LOCATED WITHIN THE CITY OF PLANO AND A NON-EXCLUSIVE PRIVATE FRANCHISE FOR COLLECTION OF RECYCLABLE MATERIALS FROM COMMERCIAL CUSTOMERS LOCATED IN THE CITY OF PLANO; AND AUTHORIZING THE CITY MANAGER, OR AN EXECUTIVE DIRECTOR IN HIS ABSENCE, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RENEWAL; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function necessary to preserve and protect the public health, safety and general welfare; and

WHEREAS, Allied Waste Systems, Inc. d/b/a Trinity Waste Services ("Allied") has been providing solid waste collection and disposal services for the City's commercial customers since February 1, 2001, pursuant to an exclusive Private Franchise Agreement approved by the City Council through Ordinance No. 2000-8-4, a complete copy of which is on file with the City Secretary of the City of Plano (hereinafter the "Agreement"); and

WHEREAS, the City wishes to renew and extend this Agreement for three (3) years in accordance with Section 4.2 of the Agreement; and

WHEREAS, Allied has also expressed its desire to renew and extend the Agreement by letter dated July 19, 2005, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, pursuant to Section 10-A.02 Charter of the City of Plano, the caption of this Ordinance shall be read at two (2) separate regular meetings of the City Council and shall not be finally passed until thirty (30) days after the first reading; and this Ordinance shall not take effect until thirty (30) days after its final passage; pending such time, the caption of the Ordinance shall be published once each week for four (4) consecutive weeks in the official newspaper of the City of Plano and the expense of such publication shall be borne by the proponent of the franchise.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute any and all documents necessary to renew the Private Franchise Agreement with Allied Waste Systems, Inc. for a three (3) year period, beginning February 1, 2006, substantially according to the terms and conditions set forth in the Agreement.

Section III. Any provision of any Ordinance of the City of Plano, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is 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 IV. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

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

Section VI. Any person, firm or corporation violating or failing to comply with any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor. Upon conviction in Municipal Court, violators may be subject to a fine not to exceed the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** for each offence, and each and every day such violation continues shall constitute a separate offence.

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

PASSED AND APPROVED ON FIRST READING by the City Council of the City of Plano, Texas, this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

PASSED AND APPROVED ON SECOND READING by the City Council of the City of Plano, Texas, this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATED:

First Reading: _____, 2005

Second Reading: _____, 2005



July 19, 2005

Mr. Thomas Muehlenbeck
City Manager
City of Plano
P. O. Box 860358
Plano, TX. 75086-0358

RE: Extension to the contract

Dear Mr. Muehlenbeck:

In accordance with paragraph 4.2 of the License Agreement between the City of Plano and Trinity Waste Services, I hereby request an extension of the current contract for an additional three year period beginning February 1, 2006.

We appreciate the opportunity to have been the City's solid waste contractor and we are looking forward to a continued partnership. If you have any questions, please don't hesitate to give me a call.

Sincerely,

Reid Donaldson
General Manager

Cc: Rod Hogan, Executive Director
Nancy Nevil, Environmental Waste Services Manager
Jim Lattimore, District Manager- DFW



December 14, 2005

Mr. Thomas Muehlenbeck
City Manager
City of Plano
P. O. Box 860358
Plano, TX. 75086-0358

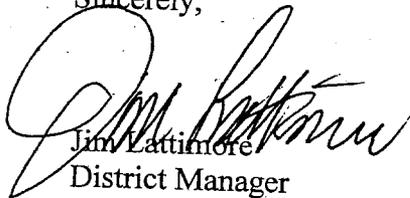
RE: Extension of franchise agreement

Dear Mr. Muehlenbeck:

I have been asked by Mr. Kent McIlyar, the city attorney, to provide a letter that explains that during the time between the expiration of the current franchise agreement and the extension of the franchise agreement between Allied Waste Services and the City of Plano, that Allied Waste will provide commercial solid waste collection service in the interim. We will provide the commercial solid waste collection service under the same terms and conditions as the original contract dated February 1, 2001.

We will assist the City of Plano in anyway necessary during this extension process. We appreciate the opportunity to have been the City's solid waste contractor and we look forward to a continued partnership. If you have any questions, please don't hesitate to give me a call.

Sincerely,


Jim Lattimore
District Manager

Cc: Nancy Nevil, Environmental Waste Services Manager
Reid Donaldson, General Manager- Plano



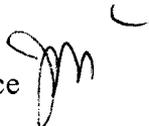
CITY OF PLANO COUNCIL AGENDA ITEM

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: 12/20/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John F. McGrath	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/14/05
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. 91 CONSISTING OF 10.05 ACRE TRACT OF LAND LOCATED AT 2805 PLANO PARKWAY 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
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		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 \$706,156.00 for calendar year 2006 and \$1,006,156.00 for the remaining nine (9) years. The proposed Real Property is estimated to have an approximate taxable value of not less than \$306,369.00. 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 CLP Properties Texas, L.P. and Underwriters Laboratories, Inc. 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 December 9, 2005, prior to Public Hearing on this Council date of December 20, 2005.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance and Public Hearing Notice		Joint Committee on Tax Abatement, Collin County, and Collin County Community College District		

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: December 9, 2005

FROM: John F. McGrane 
Director of Finance

CC: Barbara Newell, EAA
Di Zucco, ACS

SUBJECT: Tax Abatement for CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories Inc., a Not-for Profit Delaware Corporation, Reinvestment Zone No. 91

The Tax Abatement Agreement with CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories Inc., a Not-for Profit Delaware Corporation is for a period of ten (10) years at fifty percent (50%) of the Real Property and Business Personal Property.

Underwriters Laboratories (UL) is a 110 year old company in the business of product safety testing. Their new facility includes: a) an engineering office b) a lab where safety testing is conducted and c) a larger air-conditioning test facility where residential, industrial and commercial units will be tested. Areas a) and b) will be related to UL's product safety evaluation and testing services, c) will be used for testing units for energy efficiency.

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. The Business Personal Property is estimated to have an approximate taxable value of not less than \$706,156.00 for calendar year 2006 and \$1,006,156.00 for the remaining 9 years and the Real Property is estimated to have an approximate taxable value of not less than \$306,369.00. The company's location is 2805 Plano Parkway. The business relocation will result in approximately 29 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 Tuesday, December 20, 2005, to consider the creation of Reinvestment Zone No. 91 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 91 being an a 10.05 acre tract of land located at 2805 Plano Parkway, in the City Of Plano and being of a tract of land out of the Hezikia Douglas Survey, Abstract No. 272 in the City of Plano, Collin County, Texas, being all of that tract of land described as Tract I in Deed to Cabot Industrial Properties, L.P. as recorded in Volume 4908, Page 1337 (County Clerk's Document No. 2001-0048967), Deed Records of Collin County, Texas (D.R.C.C.T.) and also being all of Lots 1 & 2, Block 10, Central Plano Industrial Park, Phase 3, on addition to the City of Plano, Texas as, recorded in Cabinet K, Page 81, Plat Records of Collin County, Texas (P.R.C.C.T.) with said premises being more particularly described by metes and bounds on file in the Finance Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 91 FOR A TAX ABATEMENT CONSISTING OF A 10.05 ACRE TRACT OF LAND LOCATED AT 2805 PLANO PARKWAY, 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 retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 20th day of December, 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. 91, 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 **Seven Hundred Six Thousand One Hundred Fifty Six One Hundred Fifty Six and No/100 Dollars (\$706,156.00)** for calendar year 2006 and **One Million Six Thousand One Hundred Fifty Six and No/100 Dollars (\$1,006,156.00)** for the remaining nine (9) years and have a minimum expenditure on real property improvements equal to or greater than **Three Hundred Six Thousand Three Hundred Sixty Nine and No/100 Dollars (\$306,369.00)**.

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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 December, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 91
Real Property
Metes and Bounds

Being a tract of land situated in the Hezikia Douglas Survey, Abstract No. 272, and being all of that tract of land described as Tract I in deed to Cabot Industrial Properties, L.P. as recorded in Volume 4908, Page 1337 (County Clerk's Document No. 2001-0048967), Deed Records of Collin County, Texas (D.R.C.C.T.) and also being all of Lots 1 & 2, Block 10, Central Plano Industrial Park, Phase 3, an addition to the City of Plano, Texas as, recorded in Cabinet K, Page 81, Plat Records of Collin County, Texas (P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at on X cut found on the north right-of-way line of East Plano Parkway (transitioning from 105 feet wide to 100 feet wide at this point) for the common southwest corner of Lot 1 of said Lots 1 & 2, Block 10 and southeast corner of a 5 foot wide right-of-way dedication by the plat of Lot 1, Block 11 Central Plano Industrial Park Phase 3, on addition to the City of Plano, Texas as recorded In Cabinet L, Page 57, P.R.C.C.T.;

THENCE North 00 degrees 12 minutes 30 seconds East, departing said north right-of-way line and along the common line between said Block 10 and said right-of way dedication, at a distance of 5.00 feet passing the northeast corner of said right-of-way dedication, and continuing along the common line between said Lot 1 of said Lots 1 & 2 and said Lot 1, Block 11 for a total distance of 311.00 feet to a point for the common northwest corner of said Lot 1 of Lots 1 & 2 and southwest corner of Lot 1, Block A, Memory Tech, Inc. Phase I Addition, an addition to the City of Plano, Texas as recorded in Cabinet G, Page 215, P.R.C.C.T., from which point a found X cut bears North 01 degree 13 minutes 34 seconds East, a distance of 5.91 feet;

THENCE South 89 degrees 47 minutes 30 seconds East, departing said common line and along the common line between said Lot 1 of Lots 1 & 2 and said Lot 1, Block A. at a distance of 701.16 feet passing the common northeast corner of said Lot 1 of Lots 1 & 2 and northwest corner of Lot 2 of said Lots 1 & 2, and continuing along the common line between said Lot 2 and said Lot 1, Block A, at a distance of 1186.06 feet passing the common southeast corner of said Lot 1, Block A and southwest corner of that tract of land described in deed to City of Plano as recorded in Volume 2481, Page 556, D.R.C.C.T., and continuing along the common line between said Lot 2 of Lots 1 & 2 and said City of Plano tract-for a total distance of 1407.84 feet to an aluminum disc in concrete found for the northeast corner of said Lot 2;

THENCE South 00 degrees 12 minutes 30 seconds West, departing said common line and along the east line of said Lot 2, a distance of 311.00 feet to on aluminum disc in concrete found on the north right-of-way line of the aforementioned East Plano Parkway (100 feet wide at this point) for the southeast corner o-f said Lot 2;

THENCE North 89 degrees 47 minutes 30 seconds West, departing said east line and along said north right-of-way line, at a distance of 706.68 feet passing the common southwest corner of sold Lot 2 and southeast corner of said Lot 1 of Lots 1 & 2, and continuing along said north right-of-way line for a total distance of 1407.84 feet to the POINT OF BEGINNING AND CONTAINING 437,838 square feet or 10.05 acres of land more or less.



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>CS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 12/20/05		Reviewed by Legal <i>js</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		
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 AND CLP PROPERTIES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP AND UNDERWRITERS LABORATORIES, INC., A NOT-FOR PROFIT DELAWARE CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, LOCATED AT 2805 PLANO PARKWAY, 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 \$706,156.00 for calendar year 2006 and \$1,006,156.00 for the remaining nine (9) years. The proposed Real Property is estimated to have an approximate taxable value of not less than \$306,369.00. 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 CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories, Inc., a Not-For Profit Delaware Corporation, for tax abatement. Office/warehouse building - Reinvestment Zone 91.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution		Joint Committee on Tax Abatement, Collin County, and Collin County Community College District			
Tax Abatement Agreement					

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, CLP PROPERTIES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP AND UNDERWRITERS LABORATORIES, INC., A NOT-FOR PROFIT DELAWARE 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, CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories, Inc., a Not-For Profit Delaware 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 20th day of December, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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 thorough its City Manager, hereinafter referred to as "**CITY**"; the County of Collin, Texas, duly acting therein by and thorough its County Judge, and the Collin County Community College District, duly acting herein by and thorough its President of the Board of Trustees, hereinafter collectively referred to as "**TAXING UNITS**", and **CLP PROPERTIES TEXAS, L.P.**, a Delaware limited partnership, duly acting by and through its general partner, hereinafter referred to as "**OWNER**" of the Real Property, and **UNDERWRITERS LABORATORIES, INC.**, a **not-for profit Delaware corporation**, duly acting by and through its authorized officer, as owner of the Personal Property and lessee of the Real Property, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, on the 20th day of December, 2005, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing **Reinvestment Zone No. 91**, for commercial/industrial 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 commercial/industrial economic and employment base of the Plano area thereby benefiting both the **CITY** and the **TAXING UNITS** in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter, defined, 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. 91** 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, **CLP PROPERTIES TEXAS, L.P.**, 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 **UNDERWRITERS LABORATORIES, INC.** which is providing financing for the project under which **UNDERWRITERS LABORATORIES, INC.** (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. 91**, 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 Seven Hundred Six Thousand One Hundred Fifty Six and No/100 Dollars (\$706,156.00), on or before January 1, 2006, and One Million Six Thousand One Hundred Fifty Six and No/100 Dollars on or before January 1, 2007 (\$1,006,156.00) 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 twenty nine (29) 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 to the Real Property (hereinafter referred to as "Improvements") consisting primarily of an existing office building of not less than 16,287 gross square feet of office space with an initial expenditure of not less than Three Hundred Six Thousand Three Hundred Sixty Nine and No/100 Dollars (\$306,369.00) 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 16,287 square foot commercial corporate headquarters where **LESSEE** or its affiliates will initially employ approximately twenty nine (29) 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 value of the Improvements to Real Property or the value of Personalty placed on the improved Real Property on January 1, 2006, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set for this paragraphs 2 and 5 above; or
- (e) **LESSEE** fails to employ at least seventy-five (75%) of its employee commitment as provided in paragraph 4 above; or

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(f) **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

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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:

CLP Properties Texas, L.P.
c/o RREEF Management Company
Attention: Cynthia Prendergast
1406 Halsey Way, Suite 110
Carrollton, Texas 75007

For LESSEE by notice to:

Underwriters Laboratories, Inc.
Attention: Andrew Moschea
2805 E. Plano Parkway, Suite 200
Plano, Texas 75074

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The **OWNER** and **LESSEE** further agree that the **CITY** and **TAXING UNITS**, their agents and employees, shall have reasonable right (upon reasonable prior notice to **OWNER**) 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 Peronsalty 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.

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 20th day of December, 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 the _____ day of _____, 2006, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board minutes of the Board of Trustees of Collin County Community College District at its board meeting on the ___ day of _____, 2006, 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 general partner 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.

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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.

24. 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 _____, 2006.

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

ATTEST:

COMMISSIONERS COURT OF
COLLIN COUNTY

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

CHAIRMAN

ATTEST:

OWNER:

**CLP PROPERTIES TEXAS, L.P., a
Delaware Limited Partnership**

**By: RREEF Management Company, a
Delaware Corporation, Its
Authorized Agent**

By: _____
Name: Cynthia Prendergast
Title: District Manager

ATTEST

LESSEE:

**UNDERWRITERS LABORATORIES,
INC., A Not-For Profit Delaware
Corporation**

By: _____
Name: Andrew Moschea
Title: Vice President and General
Manager Northbrook Addition

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 91
Real Property
Metes and Bounds

Being a tract of land situated in the Hezekia Douglas Survey, Abstract No. 272, and being all of that tract of land described as Tract I in deed to Cabot Industrial Properties, L.P. as recorded in Volume 4908, Page 1337 (County Clerk's Document No. 2001-0048967), Deed Records of Collin County, Texas (D.R.C.C.T.) and also being all of Lots 1 & 2, Block 10, Central Plano Industrial Park, Phase 3, an addition to the City of Plano, Texas as, recorded in Cabinet K, Page 81, Plat Records of Collin County, Texas (P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at on X cut found on the north right-of-way line of East Plano Parkway (transitioning from 105 feet wide to 100 feet wide at this point) for the common southwest corner of Lot 1 of said Lots 1 & 2, Block 10 and southeast corner of a 5 foot wide right-of-way dedication by the plat of Lot 1, Block 11 Central Plano Industrial Park Phase 3, on addition to the City of Plano, Texas as recorded In Cabinet L, Page 57, P.R.C.C.T.;

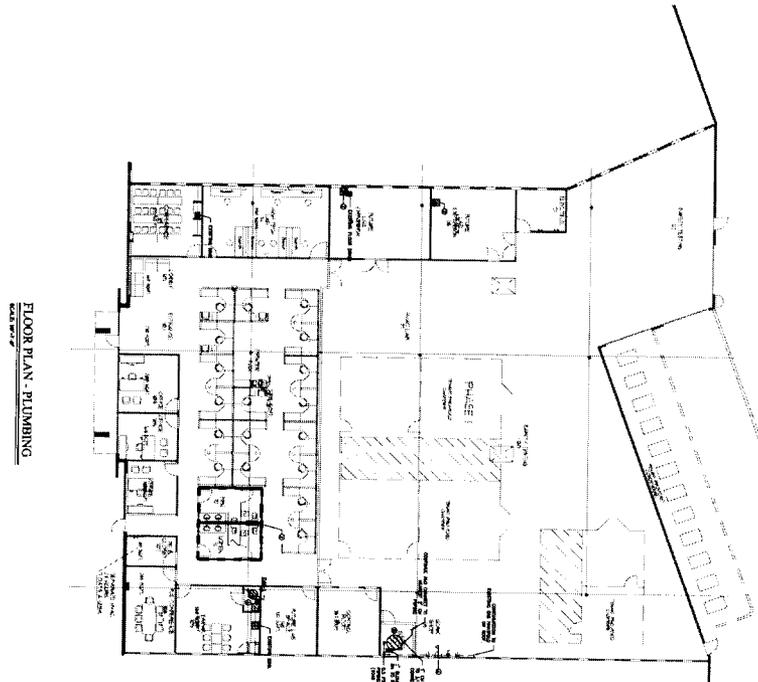
THENCE North 00 degrees 12 minutes 30 seconds East, departing said north right-of-way line and along the common line between said Block 10 and said right-of way dedication, at a distance of 5.00 feet passing the northeast corner of said right-of-way dedication, and continuing along the common line between said Lot 1 of said Lots 1 & 2 and said Lot 1, Block 11 for a total distance of 311.00 feet to a point for the common northwest corner of said Lot 1 of Lots 1 & 2 and southwest corner of Lot 1, Block A, Memory Tech, Inc. Phase I Addition, an addition to the City of Plano, Texas as recorded in Cabinet G, Page 215, P.R.C.C.T., from which point a found X cut bears North 01 degree 13 minutes 34 seconds East, a distance of 5.91 feet;

THENCE South 89 degrees 47 minutes 30 seconds East, departing said common line and along the common line between said Lot 1 of Lots 1 & 2 and said Lot 1, Block A. at a distance of 701.16 feet passing the common northeast corner of said Lot 1 of Lots 1 & 2 and northwest corner of Lot 2 of said Lots 1 & 2, and continuing along the common line between said Lot 2 and said Lot 1, Block A, at a distance of 1186.06 feet passing the common southeast corner of said Lot 1, Block A and southwest corner of that tract of land described in deed to City of Plano as recorded in Volume 2481, Page 556, D.R.C.C.T., and continuing along the common line between said Lot 2 of Lots 1 & 2 and said City of Plano tract-for a total distance of 1407.84 feet to an aluminum disc in concrete found for the northeast corner of said Lot 2;

THENCE South 00 degrees 12 minutes 30 seconds West, departing said common line and along the east line of said Lot 2, a distance of 311.00 feet to on aluminum disc in concrete found on the north right-of-way line of the aforementioned East Plano Parkway (100 feet wide at this point) for the southeast corner o-f said Lot 2;

THENCE North 89 degrees 47 minutes 30 seconds West, departing said east line and along said north right-of-way line, at a distance of 706.68 feet passing the common southwest corner of sold Lot 2 and southeast corner of said Lot 1 of Lots 1 & 2, and continuing along said north right-of-way line for a total distance of 1407.84 feet to the **POINT OF BEGINNING AND CONTAINING** 437,838 square feet or 10.05 acres of land, more or less.

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 91



FLOOR PLAN - PLUMBING

DISCLAIMER
THIS DOCUMENT IS THE PROPERTY OF ENTOS DESIGN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ENTOS DESIGN.

GENERAL PLUMBING NOTES
1. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2009 INTERNATIONAL MECHANICAL CODE (IMC).
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2009 INTERNATIONAL MECHANICAL CODE (IMC).
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2009 INTERNATIONAL MECHANICAL CODE (IMC).
4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2009 INTERNATIONAL MECHANICAL CODE (IMC).
5. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2009 INTERNATIONAL MECHANICAL CODE (IMC).

ALMO ENGINEERS, INC.
Professional Engineer
No. 10000
10000
10000

ENTOS
Design

10000
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10000
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SR RREEF
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Underwriters Laboratories Inc.
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E. Plano Parkway
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10000
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Floor Plan Plumbing
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10000
10000

P2.1

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**EXHIBIT "C"
CERTIFICATE OF COMPLIANCE
REINVESTMENT ZONE NO. 91**

This letter certifies that **CLP PROPERTIES TEXAS, L.P. and UNDERWRITERS LABORATORIES, INC.** are in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ as of November 1, 20___. 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 91**. This form is due on November 1st of each year this tax abatement is in force.

ATTEST:

**CLP PROPERTIES TEXAS, L.P., a
Delaware Limited Partnership**

**By: RREEF Management Company, a
Delaware Corporation, Its
Authorized Agent**

By: _____
Name: Cynthia Prendergast
Title: District Manager

ATTEST:

**UNDERWRITERS LABORATORIES,
INC., A Not-For Profit Delaware
Corporation**

By: _____
Name: Andrew Moschea
Title: Vice President and General
Manager Northbrook Addition

NOTE: The Certificate of Compliance should be mailed to:

City of Plano, Texas
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<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>CS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		12/20/05	Reviewed by Legal <i>JWS</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>JWS</i>	<i>12/20/05</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. 95 CONSISTING OF 3.425 ACRE TRACT OF LAND LOCATED AT 1601 SUMMIT 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 \$1,175,000.00. The proposed Real Property is estimated to have an approximate taxable value of not less than \$450,000.00. The proposed Business Personal and Real Property tax abatement will begin January 1, 2006, and continue through the year of 2013, and will be equal to seventy five (75) percent for calendar years 2006 and 2007; fifty (50) percent for calendar years 2008, 2009, 2010 and 2011; and twenty five (25) percent for calendar years 2012 and 2013.					
SUMMARY OF ITEM					
This is related to a request by Century Portfolio, LTD., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation, for tax abatement. Office building - Reinvestment Zone 95. 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 December 9, 2005, prior to Public Hearing on this Council date of December 20, 2005.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Ordinance and Public Hearing Notice			Joint Committee on Tax Abatement, Collin County, and Collin County Community College District		

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: December 9, 2005

FROM: John F. McGrane
Director of Finance

CC: Barbara Newell, EAA
Di Zucco, ACS

SUBJECT: Tax Abatement for Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation, Reinvestment Zone No. 95

(a) The Tax Abatement Agreement with Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation is for a period of eight (8) years; seventy five percent (75%) of the value of the Improvements and Personalty for calendar years 2006 and 2007; fifty percent (50%) of the value of the Improvements and Personalty for calendar years 2008, 2009, 2010 and 2011; and twenty five (25%) percent of the value of the Improvements and Personalty for calendar years 2012 and 2013.

Texatronics is an electronic contract manufacturer, that assembles and tests circuit boards used in industrial, consumer, medical and military products as well as products used in the semiconductor and telecommunication industries.

Texatronics has outgrown its present space in Richardson Texas and needs room to expand. It is considering relocating to an existing facility at 1601 Summit Avenue. It will lease 49,285 SF. The facility is owned by Century Portfolio of Dallas and represented by Jeff Harkinson.

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 \$1,175,000.00 and the Real Property is estimated to have an approximate taxable value of not less than \$450,000.00. The company's location is 1601 Summit Avenue. The business relocation will result in approximately 150 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 2013.

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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 Tuesday, December 20, 2005, to consider the creation of Reinvestment Zone No. 95 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 95 being an a 3.425 acre tract of land located at 1601 Summit Avenue, in the City of Plano and being all of Lot 5, Block E, Palisades Business Park, Section 5, an addition to the City of Plano, Texas, as recorded in Volume F, Page 583, Map Records, Collin County, Texas, with said premises being more particularly described by metes and bounds on file in the Finance Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 95 FOR A TAX ABATEMENT CONSISTING OF A 3.425 ACRE TRACT OF LAND LOCATED AT 1601 SUMMIT 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 retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 20th day of December, 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. 95, 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 **One Million One Hundred Seventy Five Thousand and No/100 Dollars (\$1,175,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)**.
- 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 - eight (8) 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: 75% for calendar years 2006 and 2007, 50% for calendar years 2008, 2009, 2010 and 2011 and 25% for calendar years 2012 and 2013.

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 December, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 95
Real Property
Metes and Bounds

BEING a 3.425 acre tract of land and being all of Lot 5, Block E, Palisades Business Park, Section 5, an addition to the City of Plano, Texas, as recorded in Volume F, Page 583, Map Records, Collin County, Texas. Said 3.425 acre tract of land being more particularly described as follows:

BEGINNING at a found 1" iron rod, being the southwest corner of said Lot 5 and also located in the north right-of-way line of Summit Avenue (a 60' R.O.W.);

THENCE North, for a distance of 300.00 feet to a found "x" in concrete;

THENCE South 89° 57' 35" East, for a distance of 497.30 feet to a found "x" in concrete;

THENCE South 00° 05' 48" East, for a distance of 299.65 feet to a found "y" in concrete, located in the said north line of Summit Avenue;

THENCE West, following along said north line, for a distance of 497.81 feet to the POINT OF BEGINNING and containing 149,180 square feet or 3.425 acres of land, more or less.



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>CD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 12/20/05		Reviewed by Legal <i>JS</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>DMW</i>	<i>12/20/05</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, CENTURY PORTFOLIO, LTD, A TEXAS LIMITED PARTNERSHIP AND TEXATRONICS, INC., A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, LOCATED AT 1601 SUMMIT 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 \$1,175,000.00. The proposed Real Property is estimated to have an approximate taxable value of not less than \$450,000.00. The proposed Business Personal and Real Property tax abatement will begin January 1, 2006, and continue through the year of 2013, and will be equal to seventy five (75) percent for calendar years 2006 and 2007; fifty (50) percent for calendar years 2008, 2009, 2010 and 2011; and twenty five (25) percent for calendar years 2012 and 2013.					
SUMMARY OF ITEM					
A request by Century Portfolio, LTD., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation, for tax abatement. Office building - Reinvestment Zone 95.					
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			

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, CENTURY PORTFOLIO, LTD., A TEXAS LIMITED PARTNERSHIP AND TEXATRONICS, 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, Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, 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 20th day of December, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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 thorough its City Manager, hereinafter referred to as "**CITY**"; the County of Collin, Texas, duly acting therein by and thorough its County Judge, and the Collin County Community College District, duly acting herein by and thorough its President of the Board of Trustees, hereinafter collectively referred to as "**TAXING UNITS**", and **CENTURY PORTFOLIO, LTD., a Texas Limited Partnership**, duly acting by and through its general partner, hereinafter referred to as "**OWNER**" of the Real Property, and **TEXATRONICS, INC., a Texas Corporation**, duly acting by and through its authorized officer, as owner of the Personal Property and lessee of the Real Property, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, on the 20th day of December, 2005, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing **Reinvestment Zone No. 95**, for commercial/industrial 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 commercial/industrial economic and employment base of the Plano area thereby benefiting both the **CITY** and the **TAXING UNITS** in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter, defined, 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. 95** 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, **CENTURY PORTFOLIO, LTD.** 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 **TEXATRONICS, INC.** which is providing financing for the project under which **TEXATRONICS, INC.** (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. 95**, 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 One Million One Hundred Seventy Five Thousand and No/100 Dollars (\$1,175,000.00), 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 one hundred fifty (150) 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 to the Real Property (hereinafter referred to as "Improvements") consisting primarily of an existing office/manufacturing building of not less than 49,285 gross square feet of office/manufacturing space with an initial expenditure of not less than Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) 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 49,285 square foot office/manufacturing building where **LESSEE** or its affiliates will initially employ approximately one hundred fifty (150) 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 value of the Improvements to Real Property or the value of Personalty placed on the improved Real Property on January 1, 2006, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set for this paragraphs 2 and 5 above; or
- (e) **LESSEE** fails to employ at least seventy-five (75%) of its employee commitment as provided in paragraph 4 above; or

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(f) **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 eight (8) tax years, from January 1, 2006, through December 31, 2013 .

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to seventy five percent (75%) of the value of the Improvements and Personalty for calendar years 2006 and 2007; fifty percent (50%) of the value of the Improvements and Personalty for calendar years 2008, 2009, 2010 and 2011; and twenty five (25%) percent of the value of the Improvements and Personalty for calendar years 2012 and 2013.

(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

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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:

Century Portfolio, Ltd.
Attention: Jeff Harkinson
4455 LBJ Freeway
Dallas, Texas 75244

For LESSEE by notice to:

Texatronics, Inc.
Attention: Sean Nguyen
1601 Summit Avenue
Plano, Texas 75074

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The **OWNER** and **LESSEE** further agree that the **CITY** and **TAXING UNITS**, their agents and employees, shall have reasonable right (upon reasonable prior notice to **OWNER**) 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 Peronsalty 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.

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 20th day of December, 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 the _____ day of _____, 2006, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board minutes of the Board of Trustees of Collin County Community College District at its board meeting on the ___ day of _____, 2006, 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 general partner 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.

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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.

24. 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 _____, 2006.

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

ATTEST:

COMMISSIONERS COURT OF
COLLIN COUNTY

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

CHAIRMAN

ATTEST:

OWNER:

CENTURY PORTFOLIO, LTD, a Texas
Limited Partnership

By: Harkinson Investment Corporation, a
Texas Corporation, Its General Partner

By: _____
Name: William J. Harkinson
Title: President

ATTEST

LESSEE:

TEXATRONICS, INC., a Texas
Corporation

By: _____
Name: Sean Nguyen
Title: President and CEO

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 95
Real Property
Metes and Bounds

BBEING a 3.425 acre tract of land and being all of Lot 5, Block E, Palisades Business Park, Section 5, an addition to the City of Plano, Texas, as recorded in Volume F, Page 583, Map Records, Collin County, Texas. Said 3.425 acre tract of land being more particularly described as follows:

BEGINNING at a found 1" iron rod, being the southwest corner of said Lot 5 and also located in the north right-of-way line of Summit Avenue (a 60' R.O.W.);

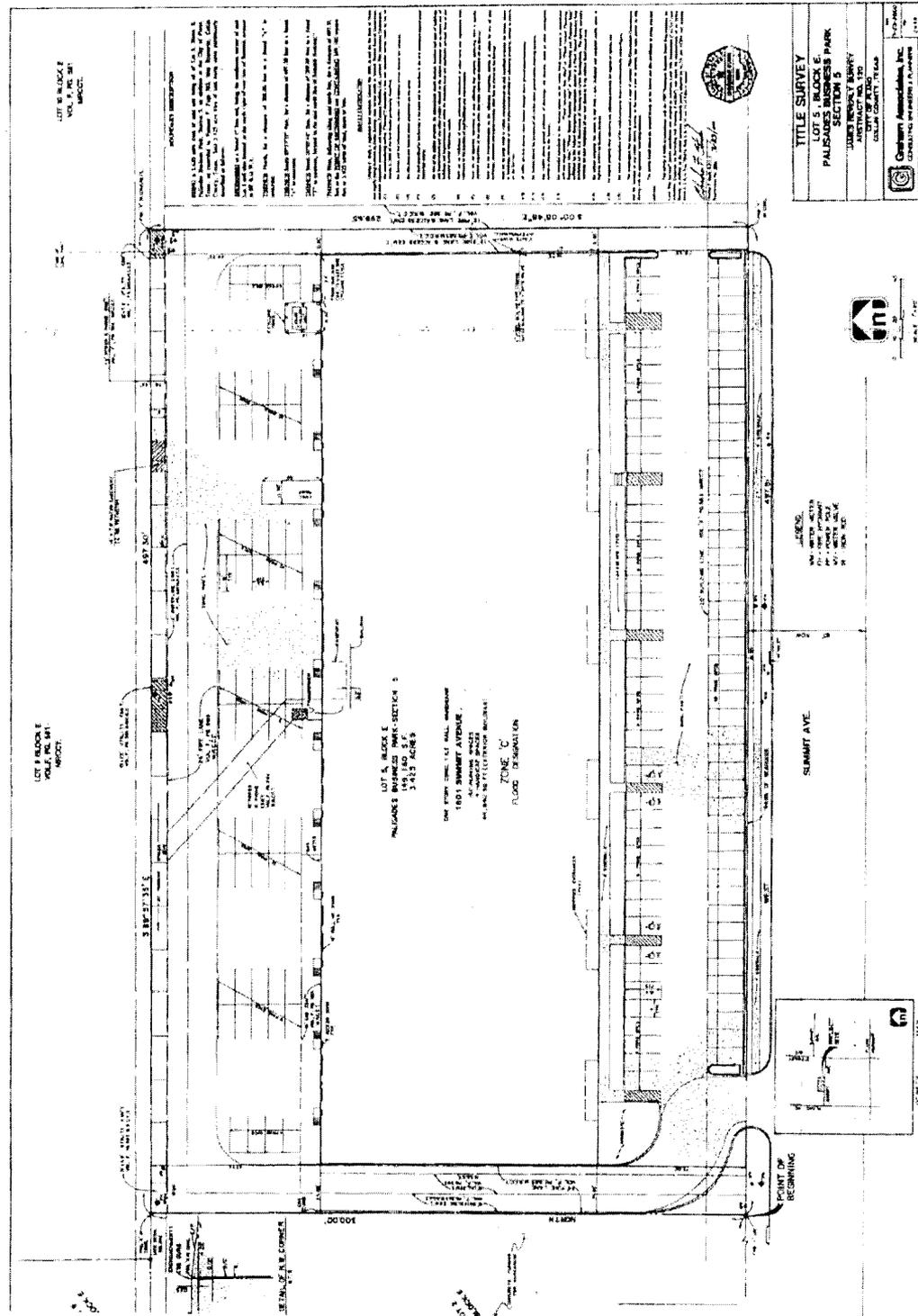
THENCE North, for a distance of 300.00 feet to a found "x" in concrete;

THENCE South 89° 57' 35" East, for a distance of 497.30 feet to a found "x" in concrete;

THENCE South 00° 05' 48" East, for a distance of 299.65 feet to a found "y" in concrete, located in the said north line of Summit Avenue;

THENCE West, following along said north line, for a distance of 497.81 feet to the POINT OF BEGINNING and containing 149,180 square feet or 3.425 acres of land, more or less.

EXHIBIT "B" THE DEVELOPMENT REINVESTMENT ZONE NO. 95



5-14

Texatronics, Inc. (95)

**EXHIBIT "C"
CERTIFICATE OF COMPLIANCE
REINVESTMENT ZONE NO. 95**

This letter certifies that **CENTURY PORTFOLIO, LTD. and TEXATRONICS, INC.** are in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ as of November 1, 20___. The term of this Agreement is January 1, 2006 through December 31, 2013. 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 95**. This form is due on November 1st of each year this tax abatement is in force.

OWNER:

ATTEST:

CENTURY PORTFOLIO, LTD., a Texas Limited Partnership

By: Harkinson Investment Corporation, a Texas Corporation, Its General Partner

By: _____
Name: William J. Harkinson
Title: President

LESSEE:

ATTEST:

TEXATRONICS, INC., a Texas Corporation

By: _____
Name: Sean Nguyen
Title: President and CEO

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

DATE: December 6, 2005
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of December 5, 2005

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2005-46
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rezone 1.3± acres located 500± feet east of Coit Road and 700± feet north of McDermott Road **from** Single-Family Residence-7 **to** Planned Development-434-Retail and Planned Development-433-Multifamily Residence-2.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: December 20, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CDD/slc

xc: Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 5, 2005

Agenda Item No. 6

Public Hearing: Zoning Case 2005-46

Applicant: City of Plano

DESCRIPTION:

Request to rezone 1.3± acres located 500± feet east of Coit Road and 700± feet north of McDermott Road **from** Single-Family Residence-7 **to** Planned Development-434-Retail and Planned Development-433-Multifamily Residence-2.

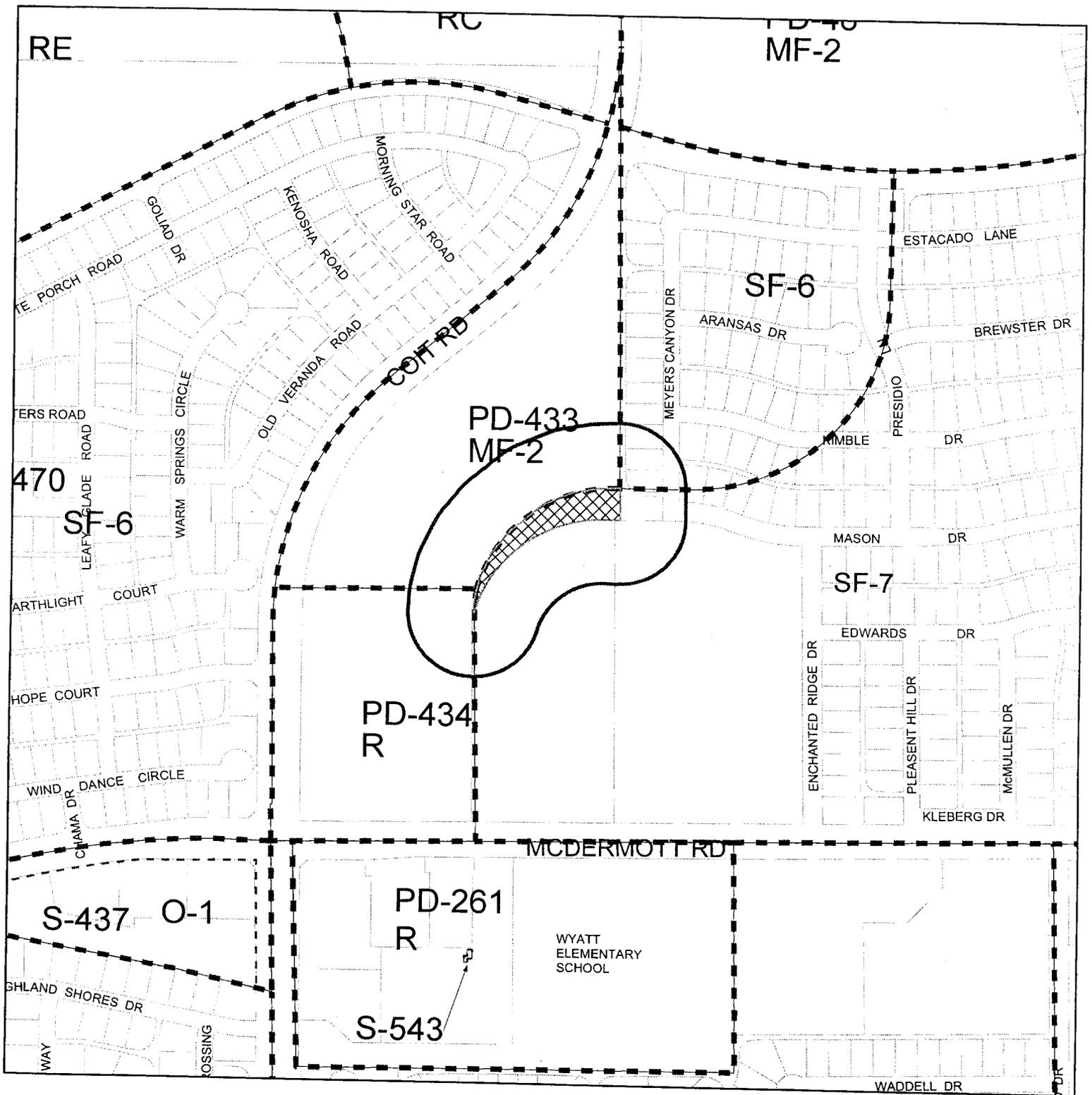
REMARKS:

There is a discrepancy between the alignment of the zoning district boundary and the property line in the vicinity of Coit Road and McDermott Road. The owners of all the property within Planned Development-434-Retail (PD-434-R) and Planned Development-433-Multifamily Residence-2 (PD-433-MF-2) also own small amounts of property zoned Single-Family Residence-7 (SF-7). The undeveloped SF-7 property is adjacent to an existing single-family subdivision and a public middle school currently under construction. Due to its size, layout, and ownership, development of this property as single-family housing would not be practical. The property would not fit neatly into either of the existing developments. It is currently under the same ownership and is a portion of the adjacent tracts zoned PD-434-R and PD-433-MF-2. Staff supports the rezoning in this area to align the zoning boundaries with the existing property boundaries. This would result in rezoning 1.2± acre from SF-7 to PD-433-MF-2 and 0.1± acre from SF-7 to PD-434-R.

RECOMMENDATIONS:

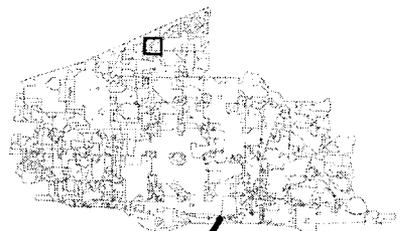
Recommended for approval as submitted.

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Zoning Case #: 2005-46

Existing Zoning: SINGLE-FAMILY RESIDENCE-7



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○ 200' Notification Buffer



ORDINANCE NO. _____
(Zoning Case 2005-46)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 1.3± ACRES OUT OF THE JOHN WHEELER SURVEY, ABSTRACT NO. 1029, LOCATED 500± FEET EAST OF COIT ROAD AND 700± FEET NORTH OF MCDERMOTT ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM SINGLE-FAMILY RESIDENCE-7 TO PLANNED DEVELOPMENT-434-RETAIL (TRACT II - 0.1± ACRE) AND PLANNED DEVELOPMENT-433-MULTIFAMILY RESIDENCE-2 (TRACT I - 1.2± ACRES) ; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 20th day of December, 2005, for the purpose of considering rezoning 1.3± acres out of the John Wheeler Survey, Abstract No. 1029, located 500± feet east of Coit Road and 700± feet north of McDermott Road in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Planned Development-434-Retail (Tract II - 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I - 1.2± acres) ; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 20th day of December, 2005; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 1.3± acres out of the John Wheeler Survey, Abstract No. 1029, located 500± feet east of Coit Road and 700± feet north of McDermott Road in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Planned Development-434-Retail (Tract II – 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I – 1.2± acres), said property being described in the legal description on Exhibit “A” attached hereto.

Section II. The specific zoning and development requirements previously adopted for Planned Development-434-Retail (Tract II – 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I – 1.2± acres) shall apply to these tracts respectively.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 20TH DAY OF DECEMBER, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

TRACT I

Situated in the State of Texas, County of Collin and City of Plano, being part of the John Wheeler Survey, Abstract No. 1029 and COMMENCING at an iron rod set in the southeast corner of a called 105.07 acre tract of land described in a deed to Warren Christie, recorded in Volume 209, Page 226 of the Collin County Deed Records and the east line of Coit Road:

THENCE South $89^{\circ} 17'$ West, 1,057.41 feet along the center of a rock road to an iron rod set for corner;

THENCE North $0^{\circ} 34' 20''$ West, 673.6 feet to the beginning of a curve;

THENCE along said curve to the right having a radius of 1,010 feet, a central angle of $6^{\circ} 09' 55''$, an arc length of 108.8 feet to a point for corner;

THENCE North $89^{\circ} 17'$ east, 611.3 feet to the place of beginning;

THENCE along a curve to the right with a radius of 450 feet, a central angle of $76^{\circ} 46' 35''$, an arc length of 603.0 feet, having a chord bearing of North $51^{\circ} 25' 37''$ East, 558.89 feet to a point for corner;

THENCE, South $0^{\circ} 34'$ East, 127.98 feet to the beginning of a curve;

THENCE, along said curve to the left with a radius of 453.96 feet, a central angle of $58^{\circ} 18' 10''$, an arc length of 461.94 feet, having a chord bearing of South $60^{\circ} 11' 46''$ West, 442.26 feet to a point for corner;

THENCE South $89^{\circ} 17'$ West, 54.45 feet to the PLACE OF BEGINNING and CONTAINING 1.238 acres of land, more or less.

TRACT II

Situated in the State of Texas, County of Collin and City of Plano, being part of the John Wheeler Survey, Abstract No. 1029 and COMMENCING at an iron rod set in the southeast corner of a called 105.07 acre tract of land described in a deed to Warren Christie, recorded in Volume 209, Page 226 of the Collin County Deed Records and the east line of Coit Road:

THENCE South $89^{\circ} 17'$ West, 1,057.41 feet along the center of a rock road to an iron rod set for corner;

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THENCE North $0^{\circ} 34' 20''$ West, 673.6 feet to the beginning of a curve;

THENCE along said curve to the right having a radius of 1,010 feet, a central angle of $6^{\circ} 09' 55''$, an arc length of 108.8 feet to a point for corner;

THENCE North $89^{\circ} 17'$ East, 611.3 feet to the place of beginning;

THENCE North $89^{\circ} 17'$ East, 54.45 feet to the beginning of a curve;

THENCE, along a curve to the left with a radius of 453.96 feet, a central angle of $29^{\circ} 35' 39''$, an arc length of 234.48 feet, having a chord bearing of South $16^{\circ} 14' 52''$ West, 231.88 feet to a point for corner;

THENCE, North $0^{\circ} 34'$ West, 115.97 feet to the beginning of a curve;

THENCE, along a curve to the right with a radius of 450 feet, a central angle of $13^{\circ} 36' 20''$, an arc length of 106.8 feet, having a chord bearing of North $6^{\circ} 14' 10''$ East, 106.61 feet to the PLACE OF BEGINNING and CONTAINING 0.107 acres of land, more or less.

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