

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON SEPTEMBER 14, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-------------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | | |
| | A. Estate of Anthony Demille Sanders, et al. v. City of Plano and Officer Cabezuela | Wetherbee | 5 min. |
| III. | Possible Litigation | Wetherbee | 5 min. |
| | A. Worker Compensation Claim | | |
| IV. | Personnel | Council | 5 min. |
| | A. Reappointment/Appointment
Central Appraisal District of Collin County Board of Directors | | |
| V. | Economic Development | Muehlenbeck | 10 min. |
| | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | | |

PRELIMINARY OPEN MEETING

- | | | | |
|----|--|---------|--------|
| I. | Consideration and action resulting from Executive Session discussion: Personnel - Reappointment/Appointment – Central Appraisal District of Collin County Board of Directors | Council | 5 min. |
|----|--|---------|--------|

II	H1N1 Update	Miller/Collins	10 min.
III.	Departmental Briefing – Parks and Recreation/Emergency Management	Fortenberry/Stovall	15 min.
IV.	Council items for discussion/action on future agendas	Council	5 min.
V.	Consent and Regular Agenda	Council	5 min.

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

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



CITY COUNCIL

1520 AVENUE K

DATE: September 14, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION: Dr. Leon Aduddell
First Baptist Church Plano

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 2206
Andrews Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Special Recognition: Nicolas Griebenow, 911 Hero Special Recognition: Plano ISD Heroes</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>August 24, 2009</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2009-164-C for Hauling of Construction Debris to Braxton Transportation, LLC, in the amount of \$200,000 and authorizing the City Manager to execute all necessary documents. This will establish an annual contract with three optional one-year renewals.</p> <p>(c) Bid No. 2009-173-B for Railroad Crossings – Quiet Zone Improvements – Plano Parkway Wayside Horn to Railroad Controls, L.P., in the amount of \$75,486. Project No. 5590.1. The project consists of construction of a horn system along the railroad track that crosses Plano Parkway just east of US 75.</p> <p>(d) Bid No. 2009-162-B for 2008-09 Manhole Lining Project to Suncoast Infrastructure, Inc. in the amount of \$284,715. This project includes the lining of 31 manholes and 2 large junction boxes using an epoxy saturated fiberglass liner with PVC coating, commonly called Cured in Place Manhole Lining.</p> <p>(e) Bid No. 2009-174-B for 2008-2009 Arterial Concrete Pavement Rehab Project – Ohio Drive and Kings Manor Lane to Jim Bowman Construction Co. LP in the amount of \$383,068. This project involves the replacement of arterial street pavement, curb and gutter, sidewalk repair and barrier free ramp construction on Ohio Drive between Maple Shade Drive and SH 121 and on Kings Manor Drive between Spring Creek Parkway and Crystal Falls Drive.</p> <p>(f) Bid No. 2009-171-B for 2008-2009 Residential Concrete Pavement Rehabilitation Project – Zone G7 and G8 to Jim Bowman Construction Co. LP in the amount of \$454,080. This project involves the replacement of residential street and alley pavement, curb and gutter, sidewalk repair and barrier free ramp construction, in Zone G7 and G8 which is bounded by Spring Creek Parkway on the south, Preston Road on the west, Hedgcoxe Road on the north and Coit Road on the east.</p> <p>(g) Bid No. 2009-166-B for Custer Ground Storage Tank 1A to Natgun Corporation in the amount of \$2,041,983. Project No. 5973. This project consists of the removal of a 2.5 million gallon steel ground storage tank and the construction of a 3.75 million gallon concrete storage tank.</p> <p>Purchase from an Existing Contract</p> <p>(h) To approve the purchase of three (3) Chevrolet 3/4 Ton Extended Cab Pickup Trucks with Utility Body and Lift-gates in the amount of \$103,599 from Caldwell Country Chevrolet through an existing contract/agreement with H-GAC Cooperative Purchase Program and authorizing the City Manager to execute any and all necessary documents (Bid No. VE03-06).</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Change Order</p> <p>(i) To Motorola, Inc., increasing the contract by \$151,113 for providing labor and materials for transferring DragonWave links from two water towers to communication towers through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA01-06)</p> <p><u>Reimbursement of Oversize Participation</u></p> <p>(j) To approve and authorize reimbursement to EDS Information Services LLC for oversize participation for public improvements associated with construction of Tennyson Parkway north of Spring Creek Parkway, in the amount of \$301,304.</p> <p><u>Adoption of Resolutions</u></p> <p>(k) To approve the proposed uses for the expenditure of the U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing funds as authorized in the American Recovery and Reinvestment Act of 2009 in the amount of \$468,597 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(l) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and Collin County, Texas, providing terms and conditions for yard trimmings grinding services; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(m) To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for an Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by means of a signal light; authorizing the City Manager to executive the Grant Agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p> <p>(n) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(o) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the Dallas County Community College District on behalf of Richland College, providing terms and conditions for educational services, authorizing its execution by the City Manager; and providing an effective date.</p> <p>(p) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Harris County Department of Education, which sponsors “Choice Facility Partners” providing for a cooperative purchasing program for goods and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein and to designate an official representative or representatives for the City of Plano to the program; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	<p>To approve the terms and conditions of a Real Estate Contract by and between the City of Plano, Texas, and Diversicon for the purchase of a 1.053 acre tract of land for right of way for Chaparral Road and a 0.034 acre tract of land for a Temporary Construction Easement, located at the southeast corner of Chaparral Road and Jupiter Road, in the Jeremiah Muncy Survey, Abstract No. 621, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p>	
(r)	<p>To find that the current rates of CoServ Gas Ltd. are unreasonable; approving CoServ Gas Ltd.'s revised and uncontested tariffs; setting the effective date of new tariffs as October 1, 2009; finding rate case expenses reasonable; finding that any relief requested by CoServ Gas Ltd. not specifically granted herein is denied; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing for notice of this ordinance to CoServ Gas Ltd.; providing a repealer clause; a severability clause; a savings clause; a publication clause; and an effective date.</p>	
(s)	<p>To amend specific sections of Ordinance No. 2009-2-15 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers by six percent (6%) and to eliminate the summer and non-summer rate distinction effective October 1, 2009, and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>	
(t)	<p>To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of Exchange Drive and Ozark Drive, within the City limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadways within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p>		
<p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>		
<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>		

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>A Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC., a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date.</p>	
(2)	<p>Public Hearing to provide notice of Oncor Electric Delivery Company’s intent to amend its Certificate of Convenience & Necessity for a new 138 kV transmission line to be located in Collin County. This project includes the establishment and construction of Parker Maxwell Creek 138 kV Substation. The cost of the project is estimated at \$12,468,000.</p>	
(3)	<p>Public Hearing and an Ordinance to repeal in its entirety Ordinance No. 2009-6-10, codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano, adopting minimum standards to be followed in the development of streets, thoroughfares, sidewalks, and appurtenances within the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.</p>	
(4)	<p>An Ordinance to approve and adopt the Budget and setting the appropriations for the Fiscal Year beginning October 1, 2009, and terminating September 30, 2010; and providing an effective date.</p>	
(5)	<p>An Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2009-10; and providing an effective date.</p>	
(6)	<p>An Ordinance to approve and adopt the tax rate for this Fiscal Year beginning October 1, 2009, and terminating September 30, 2010; and providing an effective date.</p>	
(7)	<p>An Ordinance to ratify the property tax revenue increase in the 2009-10 Budget as a result of the City receiving more revenues from property taxes in the 2009-10 Budget than in the previous fiscal year; and providing an effective date.</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Phil Dyer
Mayor

September 10, 2009

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Mayor Phil Dyer
City Council Members
City of Plano
Plano, TX 75074

Pat Miner
Place 1

Ben Harris
Place 2

Honorable Mayor and City Council:

Mabrie Jackson
Place 3

We will begin our meeting on Monday in Executive Session where we will receive legal advice and litigation information from the City Attorney. Under Item IV. an appointment to the Collin County Central Appraisal District Board will be considered and under Item V. potential economic development prospects may be discussed.

Lissa Smith
Place 4

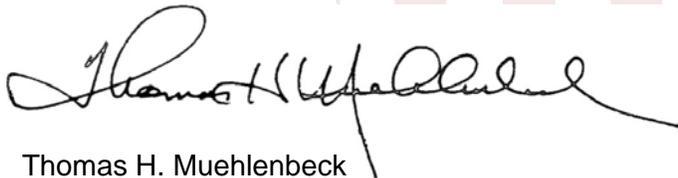
The Preliminary Open Meeting will begin with results from the Executive Session followed by an update on H1N1 and departmental briefings from Parks and Recreation and Emergency Management.

Jean Callison
Place 7

I look forward to seeing you on Monday.

Thomas H. Muehlenbeck
City Manager

Sincerely yours,



Thomas H. Muehlenbeck

MEMO

DATE: September 10, 2009

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

FROM: Alice Snyder, Assistant City Secretary

RE: Personnel Reappointment/Appointment
Executive and Worksession Meetings

The following reappointment/appointment will be considered at the September 14, 2009 Council Meeting.

<p><u>Executive Session</u> <u>Reappointment/Appointment:</u> Collin County Central Appraisal District Board</p>	<p><u>Worksession Meeting</u></p>
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PANDEMIC

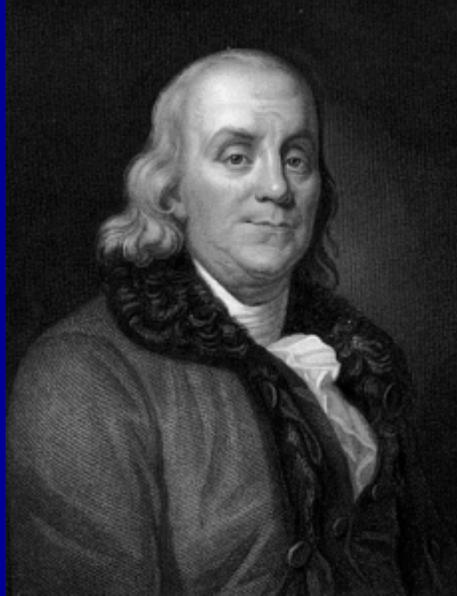


2009 INFLUENZA

City Council Briefing

September 14, 2009

City of Plano Health Department

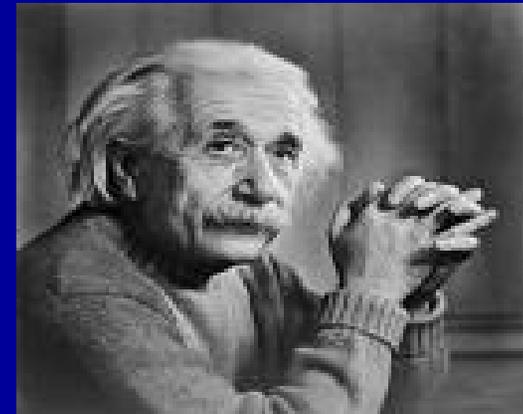


“By failing to prepare,
you are preparing to fail!”

Benjamin Franklin

“Chance and luck favor
those who are prepared.”

Adapted from Einstein, et al.



Perspective

2 Million



“Tuberculosis kills more people worldwide in a typical year than wars, earthquakes, floods, tsunamis, airline accidents, terrorism attacks and murders combined.”

USDHHS - 2005

Perspective

Seasonal Influenza:

250,000 – 300,000

Deaths/yr. Worldwide Seasonal Influenza

36,000 – 40,000

Deaths/yr. in USA Seasonal Influenza

2,800

Deaths/yr. in Texas Seasonal Influenza

www.who.org

www.cdc.gov

www.texasflu.gov

Perspective

H1N1:

2,185 Deaths
April-August (Worldwide H1N1)



556 Deaths
April-August (USA H1N1)



28 Deaths
April-August (Texas H1N1)

0 Deaths
April-August (Collin County H1N1)

0 Deaths
April-August (Plano H1N1)

www.who.org

www.texasflu.org

www.co.collin.co.tx.us

Nomenclature

Pandemic (H1N1) 2009 Influenza Disease



Pandemic (H1N1) 2009 Virus

Influenza A (H1N1)
2009 Monovalent Vaccine



www.cdc.gov

Nomenclature

PANDEMIC

A global outbreak of disease based upon geography and not severity of disease.

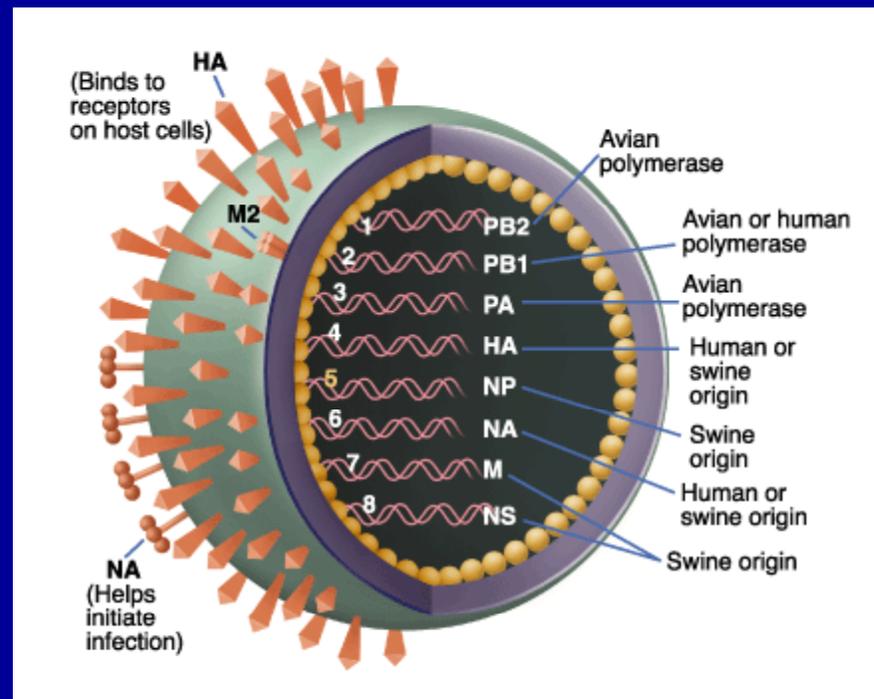
H1N1

H = Hemagglutinin

(16 subtypes)

N = Neuraminidase

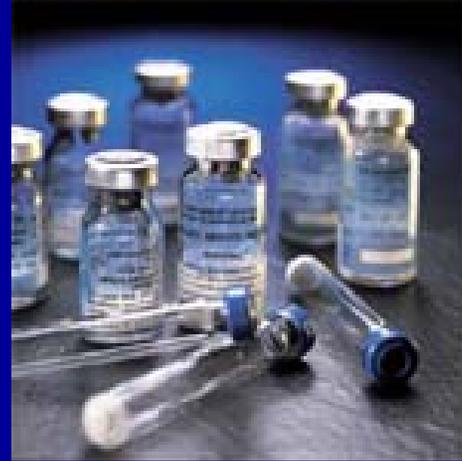
(9 subtypes)



Nomenclature

MONOVALENT H1N1

Contains antigens solely
from H1N1 virus
(vs. Trivalent Seasonal)



QUADRUPLE REASSORTMENT VIRUS

Contains (2) genes from Swine Influenza, (1) gene from
Avian Influenza and (1) gene from Human Influenza

www.cdc.gov

Conditions Necessary for Pandemic

- A new (novel) influenza virus emerges
- The new virus infects and causes serious illness in humans
- The new virus spreads easily and sustainably (first identified in the United States, April 2009 – all 50 states/territories by June 19, 2009)

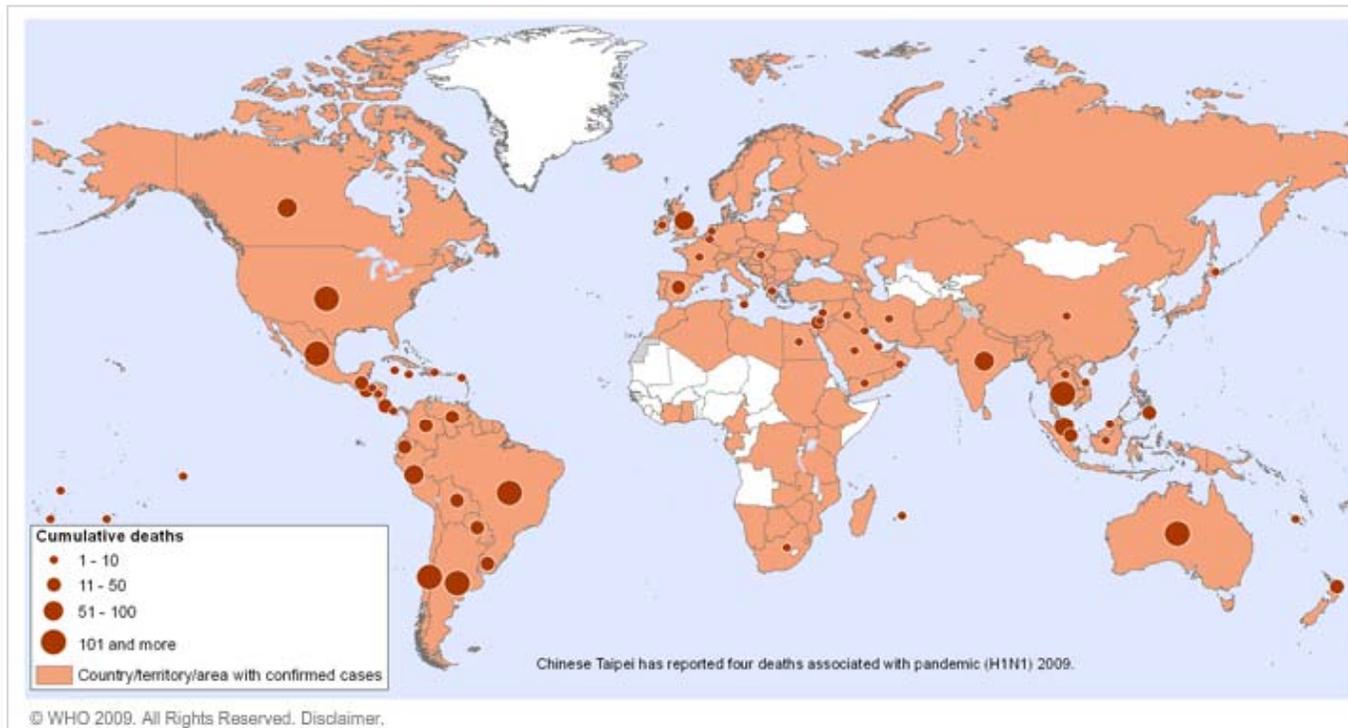
Background

- Human infection with Novel Influenza A (H1N1) virus first identified in April 2009. (Mexico, California, Texas)
- Virus has never circulated in humans previously
- Not related to previous or current seasonal human influenza viruses
- Course of disease is considered “moderate”
 - (1) Most people recover without hospitalization or medicine within 7 days
 - (2) Health care system coping well with current incidence
 - (3) Severe disease incidence similar to seasonal influenza

International Situation

WHO Pandemic Stage 6 (June 11, 2009)

Status as of: 30 August 2009



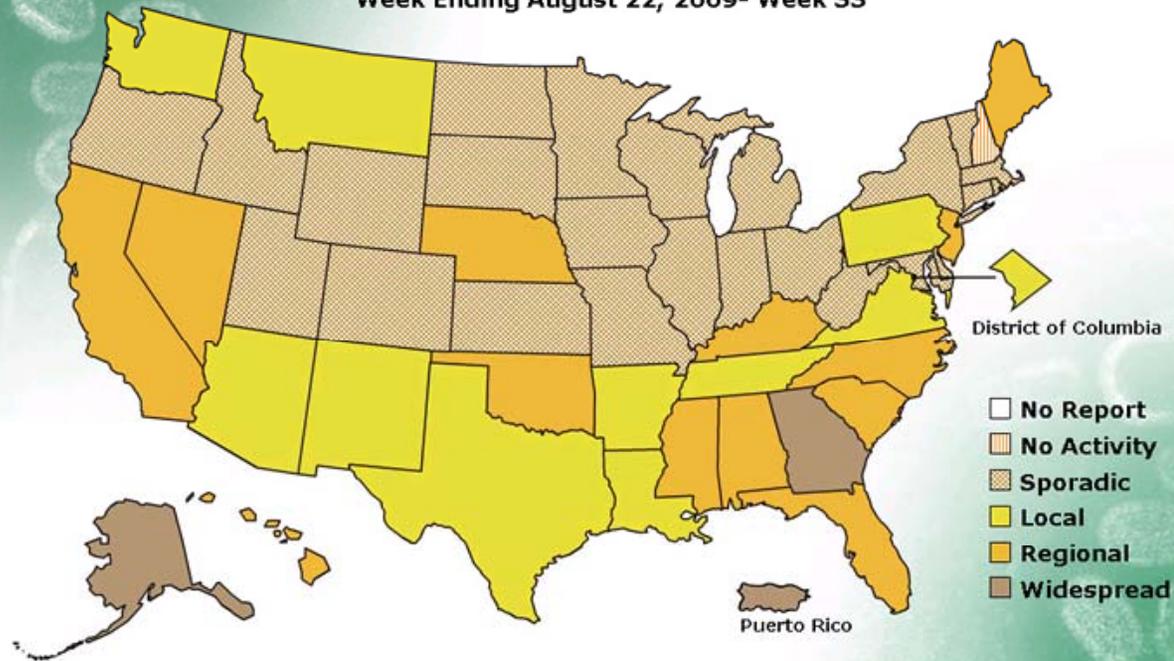
U.S. Situation

FLUVIEW



A Weekly Influenza Surveillance Report Prepared by the Influenza Division
Weekly Influenza Activity Estimates Reported by State and Territorial Epidemiologists*

Week Ending August 22, 2009- Week 33

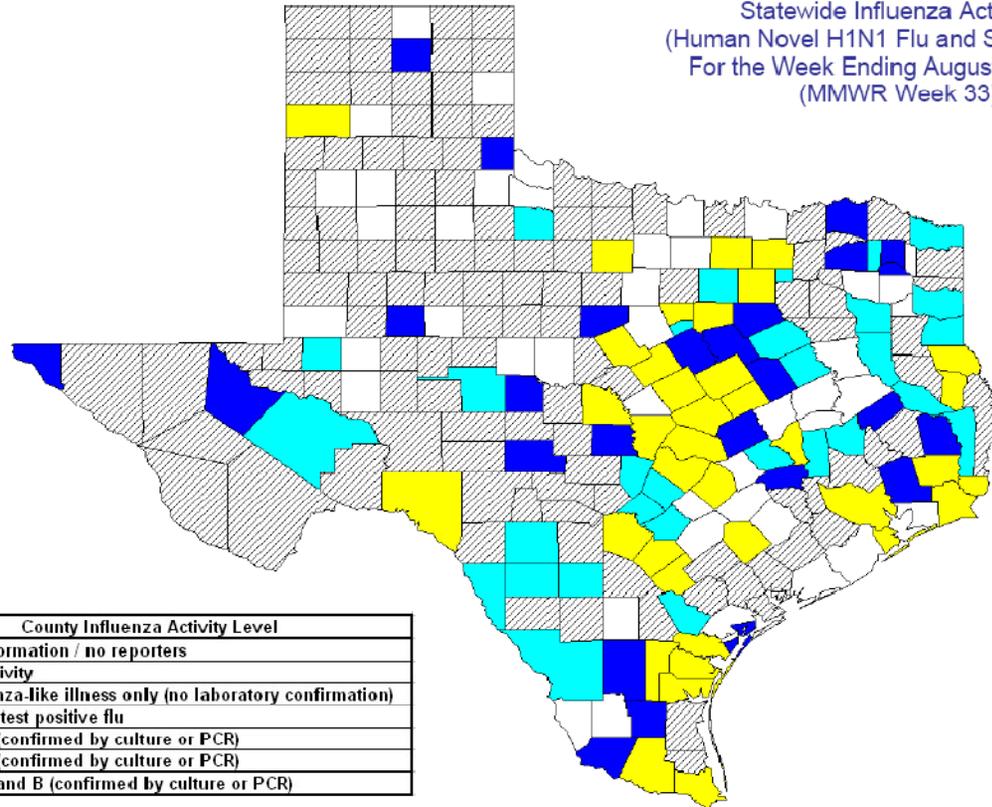


*This map indicates geographic spread and does not measure the severity of influenza activity.

www.cdc.gov

Texas Situation

Statewide Influenza Activity^{1,2}
 (Human Novel H1N1 Flu and Seasonal Flu)
 For the Week Ending August 22, 2009³
 (MMWR Week 33)



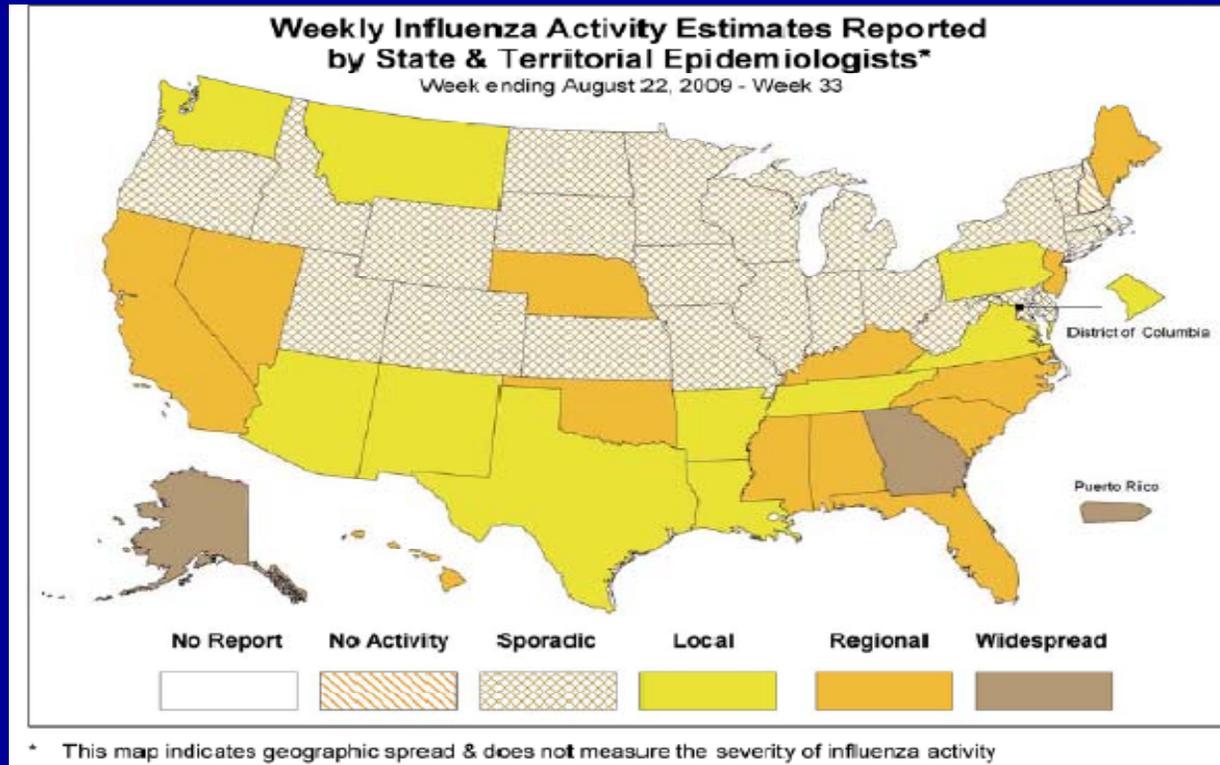
County Influenza Activity Level	
	No information / no reporters
	No activity
	Influenza-like illness only (no laboratory confirmation)
	Rapid test positive flu
	Flu A (confirmed by culture or PCR)
	Flu B (confirmed by culture or PCR)
	Flu A and B (confirmed by culture or PCR)

¹Influenza activity level corresponds to current MMWR week only and does not reflect previous weeks' activity.

²The majority of influenza cases are not reportable by law to the Texas Department of State Health Services. This map contains data from sentinel sites and does not represent all influenza cases in the state.

³Positive laboratory results are reported according to specimen collection date or date received in the lab if the former is unknown.

TxDSHS Flu Activity



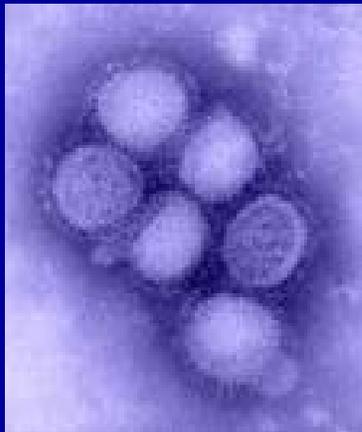
- “Local” – Increased laboratory confirmed flu and flu-like illness (Region 2/3)
- Not a reportable disease/uses sentinel reports

www.texasflu.gov

Clinical Features

H1N1:

- Median age for laboratory confirmed infection in the United States = 12 years old.
- Highest incidence among those 5 to 24 years of age
- Lowest incidence among those > 65 years of age
- Average age of hospitalized H1N1 patient = 20 years of age
- Highest incidence of hospitalization is in children < 4 years old
- Median age of fatalities in the United States is 37 years



www.cdc.gov

Clinical Features

Seasonal Influenza



- 36,000 – 40,000 deaths/yr. in United States
- 200,000 hospitalized
- Of those hospitalized, 20,000 are < 5 years of age
- 90 percent of deaths and 60 percent of hospitalizations occur in those > 65 years of age.

How Do Humans Become Infected?



- No known instances of people getting infected by exposure to pigs or other animals
- Human to pig has been documented

How Do Humans Become Infected?

- Person-to-person
- Droplets (coughing, sneezing, hands, surfaces)



- An infected person can spread virus from one day before symptoms occur to 5 to 7 days (without treatment)

- Virus is viable on impervious surfaces for 2-8 hours.

H1N1 Signs and Symptoms

- Fever (>101 degrees F)
- Cough
- Headache
- Muscle/joint pain
- Sore throat/runny nose
- Vomiting/diarrhea (sometimes)



How to Prevent Spread



- Cover mouth/nose when coughing/sneezing (crook of elbow)
- Stay at home when ill (at least 24 hours after fever subsides)
- Wash hands regularly (sanitizer is good too!)
- Social distancing (3 to 6 feet)
- Wash/sanitize surfaces frequently



Antivirals



- Reduce intensity of illness (administer within 48 hours of onset)
- Reduce duration of illness (administer within 48 hours of onset)
- Prophylaxis – only during course of treatment
- H1N1 susceptible to Tamiflu/Relenza

Vaccine

- Influenza A (H1N1)
2009 monovalent vaccine
- Requires (2 doses)
- Available by injection/inhaler
- Federally funded (no cost for vaccine although providers can charge for administering vaccine)
- Criteria-based administration (priority groups)
- Still need seasonal flu vaccination!



Expectations



- High absenteeism
- Economic loss
- Increased demand for assistance/services
- Difficulty in core service delivery
- Shift coverage difficulties

Preparedness

“It is better to be prepared for a calamity and not have one, than to have a calamity and not be prepared.”

Adapted from
Whitney M. Young, Jr.

What We Can Do

- Get seasonal flu vaccine as soon as available
- Get H1N1 vaccination as soon as it is available
- Departments advised to review COOP – Continuity of Operations Plans
- Departments advised to consider lenient sick policies
- Departments advised to consider purchase of masks, gloves, and/or hand sanitizer for high contact personnel

What We Can Do

- Departments advised to notify City of Plano Health Department of illness absenteeism
- Train hand hygiene, cough/sneeze etiquette and social distancing
- Keep informed
- Have a plan for your family/division/department

What We Are Doing

- Establish direct contact with CDC/TxDSHS/Collin County Health Department
- Purchase of various PPE (by department)
- Department updating C.O.O.P.
- Monitoring ILI in city absenteeism
- Phone hotline: 972-941-7180

What We Are Doing

- PTN-PSA H1NI for Fall
- Temporary event information
- Working with city/county health authorities
- Meeting with Management Team to advise/educate
- Working to contract with City Health Authority/EMS Director to acquire and administer antivirals/vaccine for employees and set medical protocols

What We Are Doing

- Meeting with community businesses/security directors/faith-based organizations and PISD for information exchange (September 16 & 23, 2009)
- Updated Plano Health Department website with important links
- Providing printed materials and various guidance
- Guidance for schools, businesses, hospitals, families, faith-based organizations, etc., available on following sites:

Sources/Resources

- World Health Organization (WHO)
www.who.org
- Centers for Disease Control and Prevention
www.cdc.gov
- Texas Department of State Health Services
www.texasflu.org
- Collin County Health Care Services
www.co.collin.tx.us/healthcare_services
- City of Plano Health Department
www.plano.gov – H1N1, Influenza Information

Questions

Thank You!

Brian Collins, M.S., R.E.H.S., D.A.A.S

Director of Health

City of Plano Health Department

brianc@plano.gov

972-941-7143



Plano Parks and Recreation Department

Data Sheet

The Plano Parks and Recreation Department was founded in 1968.
 National Accreditation 1994, 1999, 2004
 National Gold Medal for Excellence in Parks and Recreation 1979, 1987, 1997

Directors

1968 - 1969	Richard Austin
1969 - 1982	Bob Woodruff
1982 - 1986	Danny Muzyka
1986 - 2009	Don Wendell
2009 - present	Amy Fortenberry



FACILITIES

Baseball/Softball Fields - Lighted	51	Community Center	1
Baseball/Softball Fields - Unlighted	20	Golf Course - 18 hole	2
Gazebo/Band Shell	1	Museum - Interurban Railway	1
Park Sites	81	Outdoor Learning Center - PISD/City	1
Park Acres	3858	Recreation Centers - stand alone	4
Park Maintenance Facilities	4	Senior Citizen Center	1
Pavilions (reservation)	9	Swimming Pool - Indoor	4
Playgrounds	71	Swimming Pool - Outdoor	4
Recreational trail miles	56	Tennis Courts - Tennis Ctr - Lighted	21
Soccer/Football Fields - Lighted	66	Tennis Courts - Schools - Lighted	30
Soccer/Football Fields - Unlighted	40	Tennis Courts - Schools - Unlighted	30
Shade Shelters	42	Theater/Amphitheater	3

STAFF

	<u>Full - Time</u>	<u>Part - Time</u>
Administration	2	0
Parks	132	2
Park Planning	9	1
Creative Arts	6	4
Community Resources	7	7
Recreation	69	571
TOTAL	225	585



BUDGET FY 2008-09



Expenditures

General Fund		
Administration	\$	267,184
Parks		12,195,327
Park Planning		749,986
Creative Arts		968,852
Park Technical Services		328,782
Community Resources		1,279,064
Recreation		<u>7,173,166</u>
	TOTAL	\$22,962,361
Enterprise Fund		
Recreation Programs	\$	3,083,407
Golf Course		<u>861,838</u>
	TOTAL	\$ 3,945,245

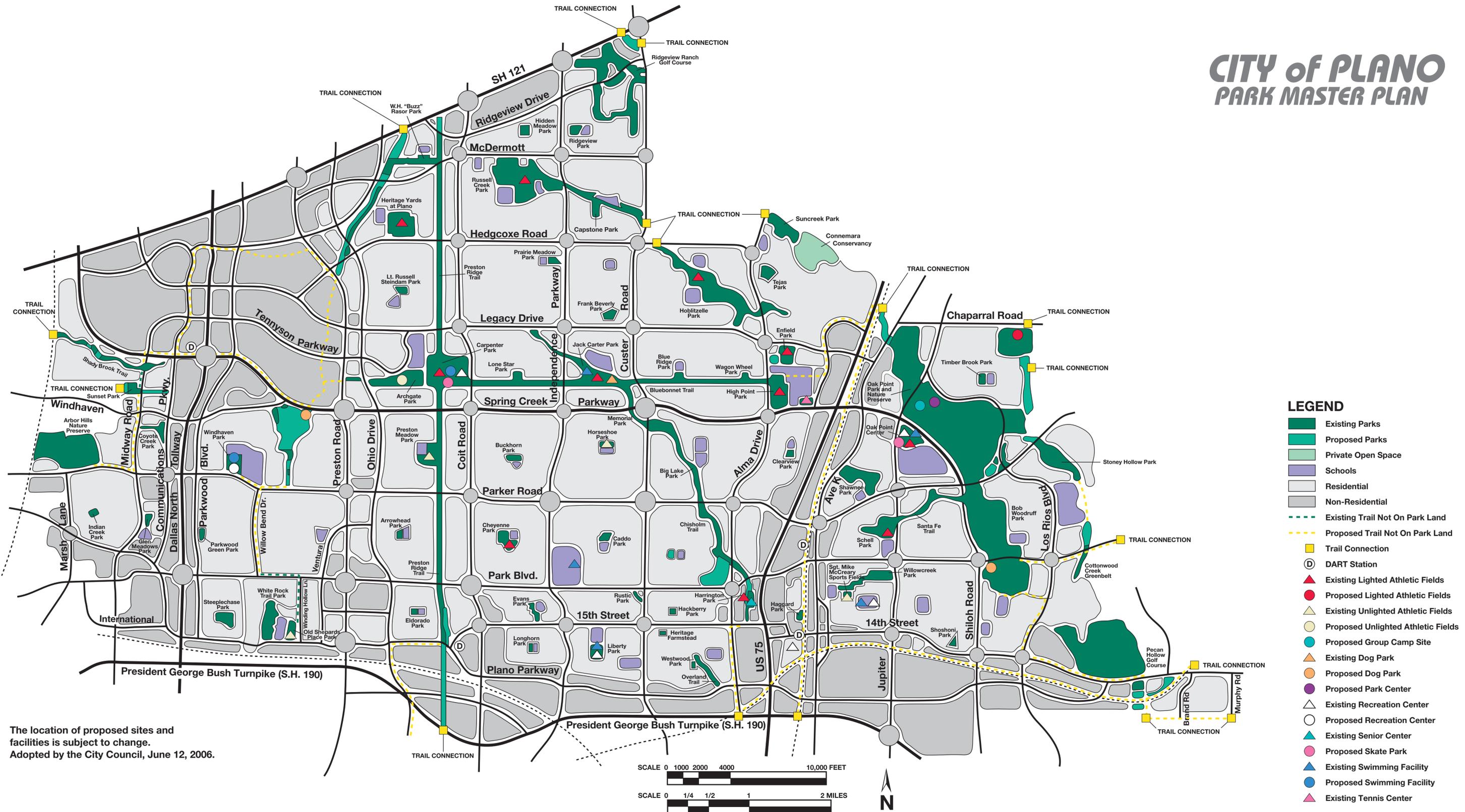
Revenues

General Fund		
Recreation User Fees	\$	162,672
Recreation Fees		4,100,362
Creative Arts Fees		131,589
Community Resources Fees		<u>31,350</u>
	TOTAL	\$ 4,425,973
Enterprise Fund		
Recreation Programs	\$	3,110,733
Golf Course		<u>892,000</u>
	TOTAL	\$ 4,002,733

ANNUAL RECREATION PROGRAM STATISTICS (FY 2007-08)

Recreation Enrollment	83,903
Recreation Attendance	2,312,026
Tennis Center Attendance	110,681
Golf Course Rounds	55,004
Special Event Attendance	46,427
Creative Arts Attendance	38,821
Adult Athletic League Attendance	1,412,520

CITY of PLANO PARK MASTER PLAN



The location of proposed sites and facilities is subject to change.
Adopted by the City Council, June 12, 2006.

- ### LEGEND
- Existing Parks
 - Proposed Parks
 - Private Open Space
 - Schools
 - Residential
 - Non-Residential
 - Existing Trail Not On Park Land
 - Proposed Trail Not On Park Land
 - Trail Connection
 - D DART Station
 - Existing Lighted Athletic Fields
 - Proposed Lighted Athletic Fields
 - Existing Unlighted Athletic Fields
 - Proposed Unlighted Athletic Fields
 - Proposed Group Camp Site
 - Existing Dog Park
 - Proposed Dog Park
 - Proposed Park Center
 - Existing Recreation Center
 - Proposed Recreation Center
 - Existing Senior Center
 - Proposed Skate Park
 - Existing Swimming Facility
 - Proposed Swimming Facility
 - Existing Tennis Center

III. Emergency Management

Shane Stovall

Discussion/Action Items for Future Council Agendas

September 28

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report
Board and Commissions Appointments

October 5 – City Council Office Hours – BITR – 6-7 p.m.

October 10 – Plano International Festival, Haggard Park – 11 am – 5 pm

October 12

Departmental Briefing – Public Works/Engineering
Board and Commission Oaths of Office

October 13 – National Night Out - 7-9 pm

October 21-23, TML Conference, Ft. Worth

October 26

Mobility Report
DART Report
Comprehensive Monthly Financial Report
Board and Commission Certificates of Appreciation

November 2 – City Council Office Hours – BITR – 6-7 p.m.

November 9

Departmental Briefing – Property Standards

November 10 – 14, NLC, San Antonio

November 23

Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 26-27 – Thanksgiving Holidays

09-08-09 – 11:06 am

December 7 – City Council Office Hours – BITR – 6-7 p.m.

December 10 – District 2 Roundtable, TMC, 7 p.m.

December 14

Departmental Briefing – Building Inspections

December 22

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

December 25 & 28 – Winter Holidays



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	09-14-09	Budget		
Department:	City Manager's Office	Legal		
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>JW</i> 9/2/09	
Agenda Coordinator (include phone #): Sharon Wright X7107, Cindy Pierce X7121				
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 SPECIAL RECOGNITION				
CAPTION				
Special Recognition: Nicolas Griebenow, 911 Hero				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	09-14-09	Budget		
Department:	City Manager's Office	Legal		
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	9/14/09	
Agenda Coordinator (include phone #): Sharon Wright X7107, Cindy Pierce X7121				
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 SPECIAL RECOGNITION				
CAPTION				
Special Recognition: Plano ISD Heroes				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 24, 2009**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:06 p.m., Monday, August 24, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071 and Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session:

No items were discussed.

DART Report

DART Board Member Faye Wilkins spoke regarding the Parker Road Station parking expansion, passage of legislation addressing implementation of paid parking, and funding for the Northwest Park and Ride. She spoke to renaming the West Plano Transit Center in honor of Jack Hatchell, service fee changes effective in September and ridership increases. Ms. Wilkins stated that sales tax revenues continue to decline and spoke to additional ingress/egress from HOV lanes on U.S. 75, opening of the Green Line for the state fair, and plans to accelerate the Cottonbelt line.

Mobility Report

Transportation Engineering Manager Neal spoke to signal timing at Custer Road/SH 121 and waiting for traffic to normalize before adjustments are complete. He reviewed transportation-related legislation from the recent session including bills addressing the ban against the use of cell phones in school zones and placement of 1,700 signs by the end of the year. Mr. Neal spoke regarding bills imposing penalties on those who fail to yield to blind/disabled pedestrians, consequences for driving without a valid license, operation of mopeds/golf carts on roadways posted at 45 MPH or less, the authority of municipalities to lower residential speed limits, and DART related parking fees and fares. He spoke to legislation imposing a civil penalty on emergency vehicle owners violating a red-light camera, and providing drivers with information regarding driver distraction and the rights/responsibilities to bicyclists on roadways. Mr. Neal responded to the Council, advising that signage for school zones is an unfunded mandate and spoke to utilizing existing poles and issues of enforcement.

Comprehensive Monthly Financial Report

Director of Finance Tacke spoke regarding the July 2009 report indicating that General Fund revenues continue to be down as compared to the prior year and to the decline in building permit, civic center and hotel/motel tax revenues. She spoke to year-to-date actual expenditures which are up and the effect of personnel costs including funding post-employment benefits. Ms. Tacke spoke to the increase in expenditures for water/sewer due to the automated water meter readers and payments to the water district and the continued downward trend in sales tax. She spoke regarding investments including their diversification, yield, and maturity schedule.

On-Line Check Register

Director of Finance Tacke spoke to options including utilizing a spread sheet presentation which does not offer search capabilities or development of a program with a more professional view. She responded to the Council regarding the costs for development and timeframe of five to six months. Council concurred in directing Staff to move forward with a more robust on-line check register.

Ambulance Billing

Chief Esparza advised the Council that beginning in 1982, a determination was made to charge a transportation fee for ambulance service due to the costs of larger infrastructure (training, medicines, and equipment) and utilizing a "soft" collection method depending on insurance for payment so that citizens are not discouraged from calling for assistance. Chief Esparza reviewed billing trends and the move in 1993 to charge different rates for residents versus non-residents. He spoke to mutual aid responses between cities, pricing and collection in the mid-range with recovery of 66%.

Chief Esparza advised that utilizing the services of an outside agency for additional collections would net \$124,409 and to moving forward with a new process to place clients on a payment plan at no additional administrative cost. He responded to Council, advising that almost all monies collected are from insurance and that Plano does not have a high volume of false calls. The Council stated a consensus in directing Staff to move forward with the payment plan system.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:50 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
August 24, 2009

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, August 24, 2009, at 7:02 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Alice Coder – First United Methodist Church and the Pledge of Allegiance was led by Mayor Pro Tem LaRosiliere.

Mayor Dyer presented proclamations recognizing the 30th Annual Plano Balloon Festival and Swing Fore! - Yellow Charity Golf Classic Day.

COMMENTS OF PUBLIC INTEREST

Michael Openshaw of the North Texas Tea Party Association, spoke to his organization's concern regarding the direction of city government and the essentials of police/fire protection, water/sewer service and transportation and property issues. He stated concern regarding spending monies for bond proposals and in support of further reductions. Terrell Mendenhall, citizen of the City, spoke to his participation in other municipalities and the opportunity to serve Plano.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")

August 10, 2009

August 15, 2009

Approval of Expenditures

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

Bid No. 2009-140-B for Three (3) ¾ Ton Pick-Up Trucks with Animal Control Bodies to Philpott Motors LTD in the amount of \$107,661. (Consent Agenda Item "B")

Bid No. 2009-111-C for the Uninterruptible Power Supply System to Paradigm Traffic Systems Inc. in the estimated annual amount of \$295,240 and authorizing the City Manager to execute all necessary documents. This will establish an annual contract with three optional one-year renewals. (Consent Agenda Item "C")

Purchase from an Existing Contract

To approve the purchase of Acoustical and Ventilation Additions to the Gun Range in the amount of \$203,064 from Kellogg, Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Number R4895) (Consent Agenda Item "D")

Adoption of Resolutions

Resolution No. 2009-8-10(R): To authorize the purchase of Software Maintenance and System Support as a sole-source procurement from Polaris Library Systems, exclusive suppliers of software maintenance for Polaris Software, in the amount of \$79,663 for the Plano Public Library System, authorizing its execution by the City Manager; to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. (Consent Agenda Item "E")

Resolution No. 2009-8-11(R): To ratify and approve the execution of a Funding Agreement between the Plano Convention and Visitors Bureau and the North Texas Super Bowl XLV Host Committee providing for the payment of \$38,200 as Plano's contribution to support the Super Bowl XLV Bid Process; and providing an effective date. (Consent Agenda Item "F")

Resolution No. 2009-8-12(R): To approve the terms and conditions of a Memorandum of Understanding by and between the City of Richardson and the City of Plano for funding of modifications to the Plano/Richardson Police Training Center Gun Range in the total amount of \$203,064; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2009-8-13(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2009-8-14(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at Preston Road and Legacy Drive; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2009-8-15(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning the Widening and Extension of Razor Road from Ohio Drive to SH 121; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "J")

Resolution No. 2009-8-16(R): To ratify the Takeover Agreement by and between Liberty Mutual Insurance Company and the City of Plano for completion of the Animal Shelter Addition; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item "K")

Resolution No. 2009-8-17(R): To repeal Resolution No. 2008-4-40; adopting a new resolution authorizing a preference for bids that include cement as a component of the bid and where that cement is produced by cement manufacturing facilities that meet or are below the source cap limits for emissions established by the Texas Commission on Environmental Quality ("TCEQ"); preference may only be given if the total cost of the goods or services would not exceed 105% of the cost of goods or services provided by a vendor who does not meet or are below the TCEQ standards; authorizing the City Manager to approve any documents necessary to effectuate this resolution; and providing an effective date. (Consent Agenda Item "L")

Resolution No. 2009-8-18(R): To approve the settlement between the City of Plano and Plano International Preschool, Inc. in the amount of \$109,940; authorizing the City Manager to execute any and all documents necessary to finalize such settlement; and providing an effective date. (Consent Agenda Item "M")

Adoption of Ordinances

Ordinance No. 2009-8-19: To transfer the sum of \$29,700 from the Property Management Fund Unappropriated Fund Balance for Fiscal Year 2008-09 to the Property Management Fund Operating Appropriation for the purpose of providing additional funding for the demolition of Downtown Center South; amending the budget of the City and Ordinance 2008-9-15, 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 "N")

Ordinance No. 2009-8-20: To amend Section 12-100 of Article V. Stopping, Standing and Parking of Chapter 12. Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to prohibit stopping, standing or parking a motor vehicle in certain specified places; providing a repealer clause, a savings clause, a severability clause, a penalty clause; and providing an effective date. (Consent Agenda Item "O")

Ordinance No. 2009-8-21: To abandon all right, title and interest of the City, in and to that certain Park Vista Road Right-of-Way being situated in the M.R. Foster Survey, Abstract Number 332, which is located adjacent to the Grand Estates of Breckinridge Addition, within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such right-of-way to the abutting property owners, Anis Rahman, Edgar Zuniga, and Esmeralda V. Zuniga, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary, and providing an effective date. (Consent Agenda Item "P")

Ordinance No. 2009-8-22: To amend Ordinance No. 2006-6-29, currently codified under Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to delete school zones on Independence Parkway from north of Prairie Creek Drive to south of Mollimar Drive, and from north of Vidalia Lane to south of Oakland Hills Drive, and from north of Ridge Creek Lane to south of Ridge Creek Lane; to revise the designated times of operation for the school zone on Westwood Drive between Aldridge Drive to south of Janwood Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "Q")

END OF CONSENT

Ordinance No. 2009-8-23: To terminate the Water and Wastewater Impact Fee Program and repealing Article X Impact Fee Advisory Committee of Chapter 2 Administration of the City of Plano Code of Ordinances in its entirety and repealing Article VI Impact Fees of Chapter 21 Utilities of the City of Plano Code of Ordinances in its entirety; and providing a repealer clause, a savings clause, a severability clause, and an effective date. (Regular Agenda Item "1")

Senior Planner Sims spoke to the Impact Fee Program started in 1990 when cities were permitted to collect fees to offset the costs of new infrastructure and recent feasibility studies to consider its discontinuation. He spoke to distribution of remaining fund balances, closing the program and sunsetting the committee.

Upon a motion made by Council Member Jackson and seconded by Council Member Callison, the Council voted 8-0 to terminate the Water and Wastewater Impact Fee Program and adopt Ordinance No. 2009-8-23.

a-7

Discussion and Direction Regarding Budget Recommendations for 2009-2010 (Regular Agenda Item "1")

City Manager Muehlenbeck provided information regarding development of the budget including the Core Business Matrix Model which provided a breakdown of all services provided by the City along with the full-time equivalent positions. He spoke regarding cuts of \$10.4 million approved by Council in March and validated in June with reductions included in the recommended budget. Mr. Muehlenbeck advised that during the budget worksession, the Council requested alternatives to the tax rate increase and an additional \$50,000 in grant funds. He advised regarding the forecast indicating a \$22.8 million deficit in FY 2010-11 and a \$30.5 million deficit in 2011-12.

Mr. Muehlenbeck advised that the FY 2010-11 deficit equates to a 9.45 cent tax rate equivalent composed of a 2.17 cent (\$5.3 million) loss in property value; 1.98 cents (\$4.8 million) in debt; 1.24 cents (\$3 million) for health insurance and TMRS; 1.04 cents (\$2.5 million) for operating expenses related to CIP projects; and 3.02 cents (\$7.3 million) for fund balance requirements. He reviewed the operating costs of various departments and advised that bond companies consider the balance between reduction of expenditures and maintenance of the quality of life. Mr. Muehlenbeck spoke to the services provided, pay philosophy and competition with surrounding cities for employees, noting that there will not be a salary increase in 2009-10 and that over 100 jobs have been cut in the past year. He advised regarding the dynamic nature of the budget, the current shortfall of \$5 million and spoke to an alternative including a \$2.9 million reimbursement of capital reserve costs from Collin County, \$1.09 million from developer's escrow, and \$1 million from the Equipment Replacement Funds. Mr. Muehlenbeck advised that his recommendation would be a tax increase to begin buying down the amount required to support the upcoming budget and responded to the Council that the Capital Reserve Fund has been used to pay cash for projects rather than funding through debt. He advised that reductions in these accounts would not impact bond consideration, but that they would look at future deficits.

Director of Public Works/Engineering Upchurch spoke to Staff identification of the capital reserve reimbursements and compiling figures on the funds in the developer's escrow. Budget Director Rhodes-Whitley advised that if monies were drawn from the equipment replacement fund there would be a balance of \$9.3 million for future use.

Mayor Dyer requested speakers come forward for this item. Citizen Robert Miller spoke to the level of services provided in the City and in support of a tax increase. Citizen J.D. Williams spoke to maintaining the quality of life by increasing the tax rate. Citizen James Craft spoke to the value offered by the City, maintaining the apparatus replacement program in support of a tax increase. Citizen Gail Bailis spoke to the importance of services provided by Plano libraries. Citizen Andre Vanderryst spoke to not spending money the City does not have and stated concerns related to the day-laborer center. City Manager Muehlenbeck responded to Citizen Doug Gleason, advising that the City has two budgets (one for operating/maintenance and one for CIP) and Mr. Gleason requested the Council consider whether items are essential before moving forward with construction.

Citizen Kelly Dougherty spoke to the programs, free activities and library system offered by the City and to raising taxes to support these efforts. Citizen Judy Lewis spoke to utilizing senior citizens as volunteers in the City. Citizen T.J. Johnson spoke to the quality of life in Plano attracting businesses and citizens and to balancing the needs of the City in addressing the shortfall. She spoke in support of the tax increase proposed. Citizen David Fincannon stated concern that the City would add to the struggles of citizens by increasing taxes and to future recovery. Citizen Robert Woods spoke to the large overall cost of a tax increase and recommended alternatives including reducing sprinklers on City property. Citizen Diane Hickle spoke regarding past raises provided to City employers and to providing a freeze in salaries. City Manager Muehlenbeck responded to citizen Kevin MacGibbon, advising that the Saturday budget worksession reviewed grants, projects and the projected shortfall and spoke to the identification of \$10.4 million in cuts. Mr. MacGibbon requested the Council reconvene to review other cost-cutting measures including a reduction in each department.

Citizen Sylvia Acuff spoke to the City of Plano as comparable to the City of Dallas with regard to taxes and offering many of the same amenities. Mayor Dyer spoke to the difference in tax rates between these cities. Citizen Fred Frawley spoke to the quality of life in the City and the good job done maintaining services. He further spoke regarding the Friends of the Plano Library who raise monies each year for unfunded programs including professional training for reference libraries. Citizen Steve Stovall spoke to possible reduction of services jeopardizing the bond rating and affecting property values. He spoke in support of the City Manager's recommendation, the importance of reserve funds and to passage of the tax increase. Citizen Janet Stovall spoke to employees taking on work of lost positions, increases in health insurance costs, employees who seek employment elsewhere and in support of the tax increase. She spoke to development of a task force to define the quality of life in the City and recommend a long-term plan. Citizen David Downs spoke to acting in a visionary manner considering what the City will look like in the future and to voting in support of the tax increase.

Citizen Joe Minchillo spoke in opposition to the tax increase and to the Council being fiscally responsible. Citizen Susanne Blackstone spoke in opposition to the tax increase, salary increases and to scrutinizing areas of the budget and looking into health savings accounts. Citizen Scott Johnson spoke to the difficulty of reversing possible decline, those employed in the City who spend their money here, taxes paid by commercial property owners, the low tax rate, economic development fund and in support of the tax increase. Citizen Celeste Bederka spoke regarding areas that could be reduced without impacting quality and to the importance of infrastructure, public safety and security. She spoke to reducing mowing and yard waste pickup and being more fiscally responsible. Citizen Daniel Casper stated concern that the City is providing some services at the expense of others, and spoke to the level of debt, public/private partnerships, possible sale of City land and funding of arts. Citizen Cliff Defore spoke to utilizing recreation pools for physical therapy and consideration of raising the fees to keep centers open. No other speakers addressed the Council.

City Manager Muehlenbeck spoke to options including enacting an increase in fees, reduction of services, or continuing to review the budget for monies. He spoke to addressing the General Fund, the City's record of relying on growth, and ad valorem exemptions provided. Mr. Muehlenbeck spoke to the strength of the City in carrying forward incentives for companies to move to Plano which will help strengthen the tax base.

Ms. Rhodes-Whitley responded to Council Member Jackson, advising that the proposed deficit for 2010-11 includes the tax increase recommended for FY 2009-10 and stands at \$23 million (9.45 cents) with 2011-12 at \$31 million (15 cents). She spoke to working down the budget deficit for coming years

Mayor Pro Tem LaRosiliere spoke to determining if the property tax increase is necessary and sufficient, retaining the City's quality of life (an intangible factor), maintaining the decisions made by citizens through the bond election process, and attracting businesses. He spoke to services provided by employees and those moving on to other municipalities following training. Mr. LaRosiliere spoke to funding cuts at 2.5 times the proposed tax increase; the slowdown in sales tax; commercial property values; property tax exemptions; determining value versus cost; and in support of the 1.51 cent increase.

Council Member Callison spoke to development of the core matrix; reducing the budget by \$10.4 million and over 100 positions; and to having a plan that not only balances the current year, but includes a long-term vision of the future. She stated concern that there may be a reduction in the City's standing which would impact its ability to attract and retain business and spoke to the need to approach the budget in a balanced manner and accept Staff's proposed increase of 1.51 cents. Mayor Dyer stated the Council's consensus to move forward with Staff's proposed increase.

Ms. Rhodes-Whitley responded to Mayor Pro Tem LaRosiliere stating that the \$62,000 expense previously discussed for the Carpenter Recreation Center is the current subsidy and that while Council previously discussed inclusion of the pool, only center expansion was recommended. She advised that development of the pool was moved out to the following year

There being no further discussion, Mayor Dyer adjourned the meeting at 9:57 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DJP 9-4-09
Council Meeting Date:	09/14/2009	Budget	C.S. 9-4-09
Department:	Purchasing	Legal	CW 9/4/09
Department Head	Mike Ryan	Assistant City Manager	MD 9/4/2009
Dept Signature:	<i>Deane Palmerton</i>	Deputy City Manager	DJP 09.04.09
		City Manager	DJP 9/4/09
Agenda Coordinator (include phone #): Nancy Corwin X7137			

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

CAPTION

Award of Bid for Bid No. 2009 - 164 -C Hauling of Construction Debris to Braxton Transportation, LLC. in the amount of \$200,000.00 and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2008-09, 2009-10, 2010-11, 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	200,000	200,000	400,000
Encumbered/Expended Amount		0	-184,734	0	-184,734
This Item		0	-15,266	-200,000	-215,266
BALANCE		0	0	0	0

FUND(S): WATER & SEWER FUND (041), MUNICIPAL DRAINAGE FUND (047)

COMMENTS: This item approves price quotes. Expenditures will be made from the Water and Sewer and Municipal Drainage Funds annually within the Budget Appropriations. The estimated annual amount is \$200,000 per fiscal year.

STRATEGIC PLAN GOAL: Contracting for the hauling of construction debris relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract with Renewals

Staff recommends the bid of Braxton Transportation, LLC in the estimated annual amount of \$200,000.00 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual contract, with three optional one-year renewals for the purchase of Hauling of Construction Debris.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Bid Recap Recommendation Memo	



P.O. Box 860358
Plano, Texas 75086-0358
972-769-4140
Fax No. 972-769-4172



MEMORANDUM

DATE: September 2, 2009
To: Nancy Corwin, Purchasing Buyer II
From: Billy Clay, Assistant Superintendent Streets

Subject: It is the recommendation from streets to award the contract to one supplier, Braxton Transportation who were the lowest responsible, responsive bidders for Bid #2009-164-C Hauling of Construction Debris Contract in the amount of \$200,000.00.

Explanation: There was one supplier, Huffman Construction, who was the overall lowest bidder. They were non-responsive because they did not provide all the information requested per specification.

Billy Clay
Assistant Superintendent Streets.

CITY OF PLANO
BID NO. 2009-164-C
HAULING OF CONSTRUCTION DEBRIS
BID RECAP

Bid opening Date/Time: August 24, 2009 @ 3:00pm

Per the information obtained in RFP Depot, 709 vendors were notified of the above mentioned bid and 41 vendors viewed the bid. The City received SIX (6) responses SIX (6) electronically.

The review and analysis results indicate the following for the City of Plano:

Recommend award of bid to apparent lowest responsive, responsible bidder as follows: Huffman submitted the overall low bid but did not submit the required submittal per the specifications: "Prime contractor shall supply copies of the Commercial Drivers License (CSL) of all drivers intended for use on the contract along with insurance information for each vehicle of fleet proposed to be used on this contract. This information shall be included with the contractor's bid and failure to supply this information shall deem the contractor's bid as being non-responsive."

Awarding by total overall low bid to apparent lowest responsive, responsible bidder to Braxton Transportation – in the total amount of \$10.00 per ton. Braxton Transportation did submit via fax prior to bid closing the driver CDL and fleet insurance. The difference between Braxton Transportation and the low bid is \$.06 per ton or total \$1,200.

Number of Bids Submitted: 6

COMPANY NAME	Price Per Ton	Total Bid	Non-Responsive
Huffman Construction Inc.	\$9.94	\$198,800.00	
Braxton Transportation	\$10.00	\$200,000.00	
Arnold Construction	\$10.85	\$217,000.00	
David Copeland Sand Gravel, Inc	\$13.25	\$265,000.00	
D and D Construction Company.	\$22.00	\$440,000.00	
GHS Govan's Construction Clean Up Inc.	\$61.40	\$1,228,000.00	

Nancy Corwin

Nancy Corwin, Buyer II

August 24, 2009

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>JP</i>	9-3-09
Council Meeting Date:	09/14/09	Budget	C.S.	9-3-09
Department:	Public Works & Engineering	Legal <i>PM</i>	<i>du</i>	9/4/09
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>RL</i>	9-4-09
		City Manager	<i>JP</i>	9/4/09
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>JP</i>	Project No. 5590.1	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid for Bid No. 2009-173-B for Railroad Crossings - Quiet Zones Improvements - Plano Parkway Wayside Horn to Railroad Controls, L.P., in the amount of \$75,486.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	5,609	700,000	0	705,609
Encumbered/Expended Amount	-5,609	-499,126	0	-504,735
This Item	0	-75,486	0	-75,486
BALANCE	0	125,388	0	125,388
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included on the 2008-09 Re-Estimated Street Improvement CIP. This item, in the amount of \$75,486, will leave a current year balance of \$125,388 for the Railroad Crossings project.				
STRATEGIC PLAN GOAL: Railroad crossings quiet zone improvements relate to the City's Goals of Safe, Efficient Travel and Premier City in which to live.				
SUMMARY OF ITEM				
Staff recommends bid of Railroad Controls, L.P., in the amount of \$75,485.97, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Campbell Technology Corporation, in the amount of \$83,000.00. Engineer's estimate was \$105,000.00.				
The project consists of construction of a horn system along the railroad track that crosses Plano Parkway just east of US 75. Completion of this project will enable the City of Plano to create a "quiet zone" for the railroad tracks that are east of US 75.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary; Location Map		N/A		

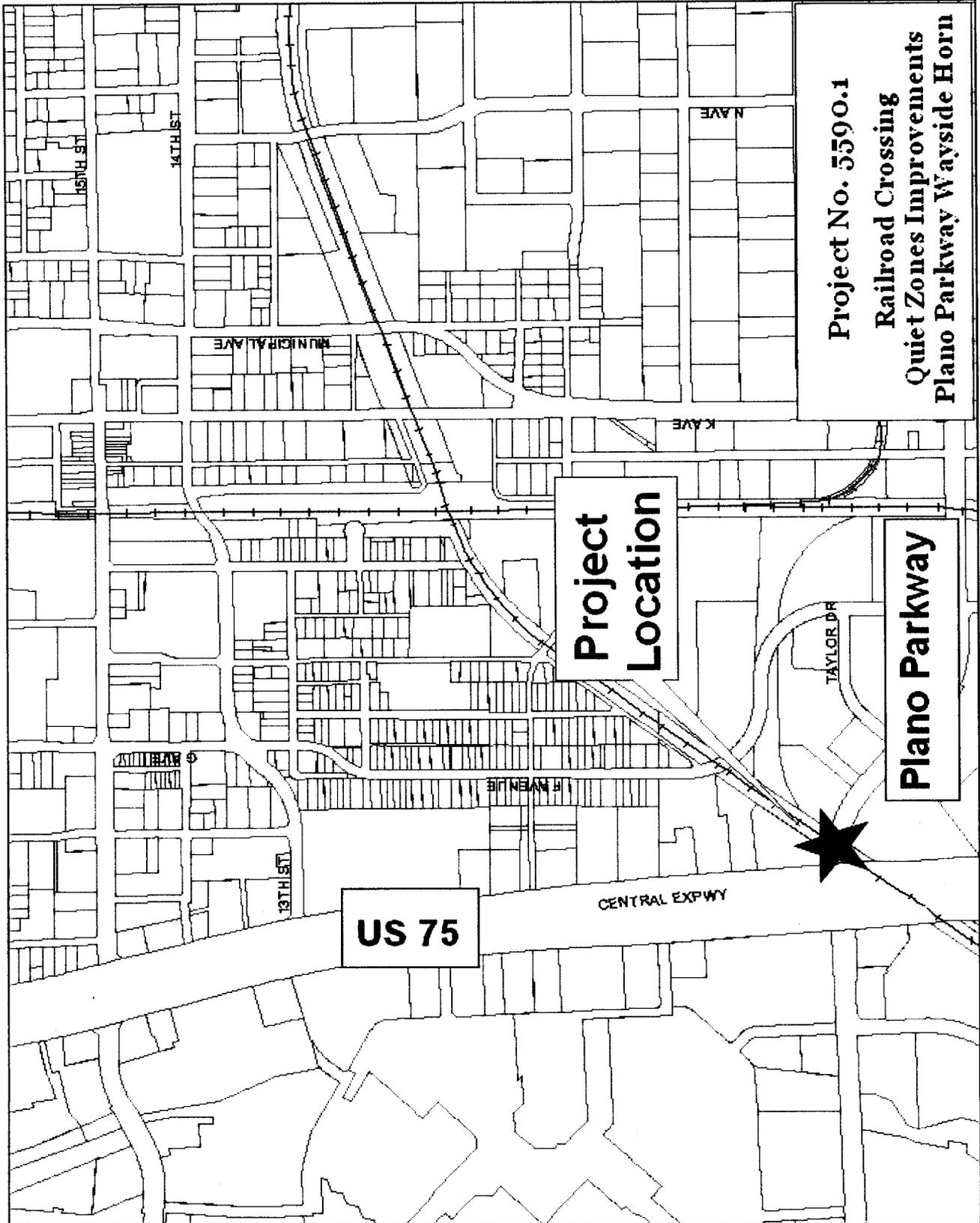
Bid Summary

CITY OF PLANO, TEXAS

**Railroad Crossing - Quiet Zones Improvements
Plano Parkway Wayside Horn**

Project No. 5590.1

	<u>Bidder</u>	<u>Bid</u>
1	Railroad Controls, L.P.	\$ 75,485.97
2	Campbell Technology Corporation	\$ 83,000.00
3	Mels Electric LP	\$ 86,275.00





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DS</i>	9-4-09	
Council Meeting Date:	09/14/2009	Budget	C.S.	9-4-09	
Department:	Public Works / David Falls <i>DF</i>	Legal <i>DM</i>	<i>DM</i>	9/14/09	
Department Head	Alan Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>AS</i>	9/14/09	
		City Manager	<i>AS</i>	9/14/09	
Agenda Coordinator (include phone #): Margie Stephens X4104					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award of Bid for Bid No. 2009 - 162 - B, 2008-09 Manhole Lining Project to Suncoast Infrastructure, Inc. in the amount of \$284,715.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	728,000	300,000	1,028,000
Encumbered/Expended Amount		0	-8,801	0	-8,801
This Item		0	-284,715	0	-284,715
BALANCE		0	434,484	300,000	734,484
FUND(s): SEWER CIP					
COMMENTS: Funds are included in the 2008-09 Re-Estimated Sewer CIP. This item, in the amount of \$284,715, will leave a current year balance of \$434,484 for the Manhole Sealing project. STRATEGIC PLAN GOAL: Manhole sealing relates to the City's Goals of Livable and Sustainable Community.					
SUMMARY OF ITEM					
Staff recommends the bid for the 2008-09 Manhole Lining Project to Suncoast Infrastructure, Inc., in the amount of \$284,715.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents. This project includes the lining of 31 manholes and 2 large junction boxes using an epoxy saturated fiberglass liner with PVC coating, commonly called Cured in Place Manhole Lining. The secondary vendor being recommended is T Gray Utility and Rehab Company in the amount of \$316,700.00. Engineer's estimate for this project is \$500,000.00.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Tabulation Location Map					

CITY OF PLANO

BID NO. 2009-162-B 2008-2009 MANHOLE LINING PROJECT, PROJECT NO.6007 BID TABULATION

Bid opening Date/Time: August 10, 2009 @ 3:30pm

Number of Bids Submitted: 2

COMPANY NAME	Total	Bid Bond
Suncoast Infrastructure, Inc	\$284,715.00	Present
T Gray Utility & Rehab Co., LLC	\$316,700.00	Yes
		Yes

Nancy Corwin

August 10, 2009

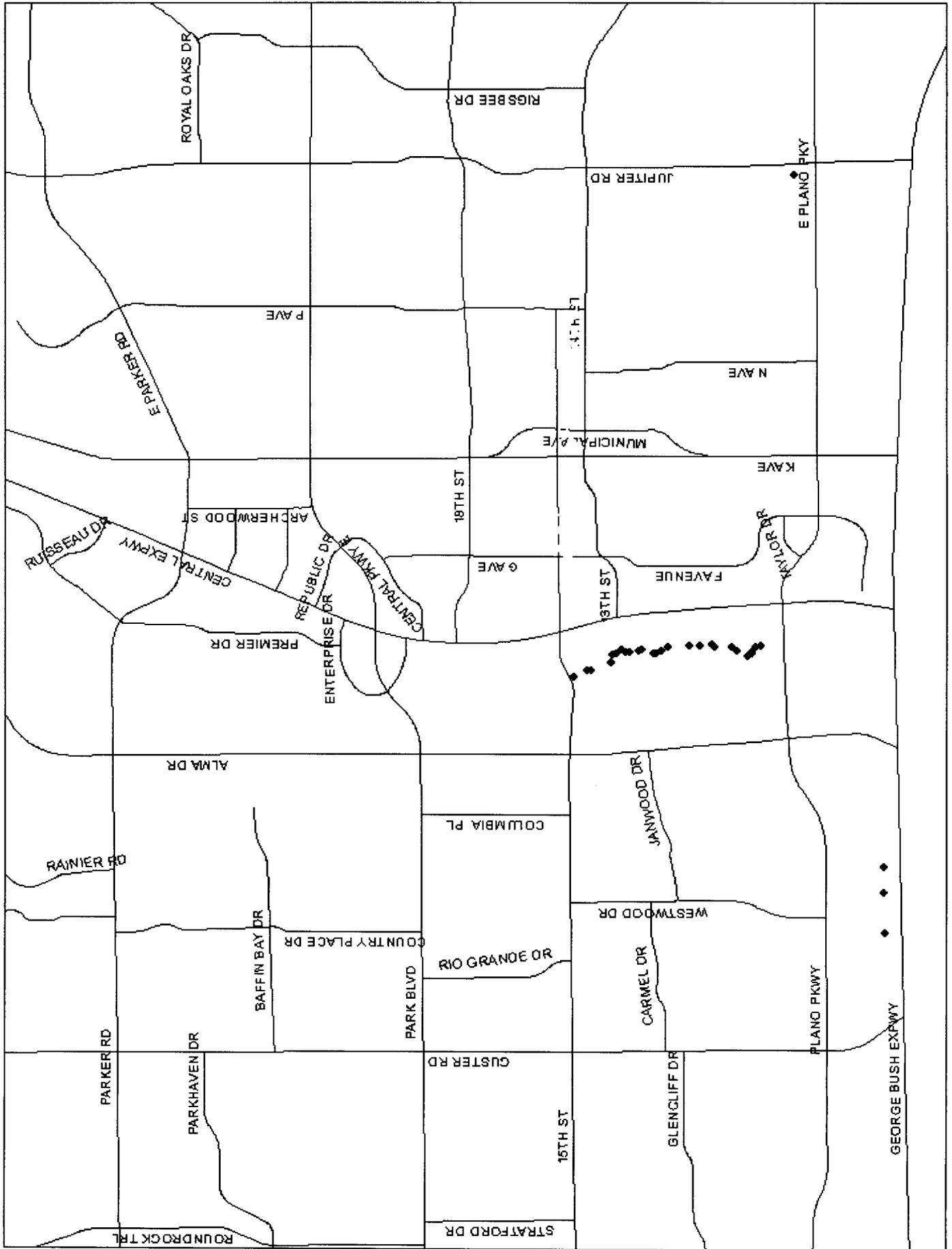
Nancy Corwin, Buyer II

Date

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Purchasing		DS	9-4-09	
Council Meeting Date:	09/14/2009	Budget	CS 9-4-09	
Department:	Public Works / David Falls <i>DS</i>	Legal	PM 9/14/09	
Department Head	Alan Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	RA 9-4-09	
		City Manager	9/14/09	
Agenda Coordinator (include phone #): Margie Stephens X4104				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid No. 2009- 174 - B, 2008-2009 Arterial Concrete Pavement Rehab Project –Ohio Drive and Kings Manor Lane to Jim Bowman Construction Co. LP in the amount of \$383,068.25.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,506,850	4,314,000	2,300,000	9,120,850
Encumbered/Expended Amount	-2,506,850	-3,389,588	0	-5,896,438
This Item	0	-383,068	0	-383,068
BALANCE	0	541,344	2,300,000	2,841,344
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2008-09 Re-Estimated Capital Reserve. This item, in the amount of \$383,068, will leave a current year balance of \$541,344 for the Arterial Concrete Repair project.				
STRATEGIC PLAN GOAL: Arterial concrete repair relates to the City's Goals of Safe, Efficient Travel and Premier City in which to Live.				
SUMMARY OF ITEM				
Staff recommends the bid for the 2008-09 Arterial Concrete Pavement Rehab Project – Ohio Drive and Kings Manor Lane to Jim Bowman Construction Co. LP, in the amount of \$383,068.25, for alternate No. 2 (Cement with NOx <1.7#NOx/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the replacement of arterial street pavement, curb and gutter, sidewalk repair and barrier free ramp construction on Ohio Drive between Maple Shade Dr and SH121 and on Kings Manor Drive between Spring Creek Parkway and Crystal Falls Drive.				
The secondary vendor being recommended is Ken Do Contracting in the amount of \$490,225.00.				
Engineer's estimate for this project is \$495,672.00.				
List of Supporting Documents: Bid Tabulation / Location Map		Other Departments, Boards, Commissions or Agencies		

e2

CITY OF PLANO

BID NO. 2009-174-B

2008-2009 ARTERIAL CONCRETE PAVEMENT REHAB

OHIO DRIVE - MAPLESHADE LANE TO SH 121

KINGS MANOR LANE - CRYSTAL FALLS DRIVE TO SPRING CREEK PARKWAY PROJECT No. 5984

BID TABULATION CORRECTED

Bid opening Date/Time: August 27, 2009 @ 3:00pm

Number of Bids Submitted: 7

COMPANY NAME	Total Base Bid	Alternate 1	Alternate 2	Bid Bond Present
Jim Bowman Construction	\$383,068.25	\$383,068.25	\$383,068.25	Yes
Ken-Do Contracting	\$490,255.00	\$490,255.00	\$490,255.00	Yes
Smith Contracting Inc	\$493,198.60	\$493,198.60	\$493,198.60	Yes
Estrada Concrete	\$494,079.00	\$494,079.00	\$494,079.00	Yes
New Star Grading & Paving Co	\$508,544.50	\$521,356.00	\$538,420.50	Yes
Jerusalem Corp	\$542,829.40	\$542,829.40	\$542,829.40	Yes
NPL Construction Co	\$604,478.05	No Bid	No Bid	Yes

Nancy Corwin

August 27, 2009

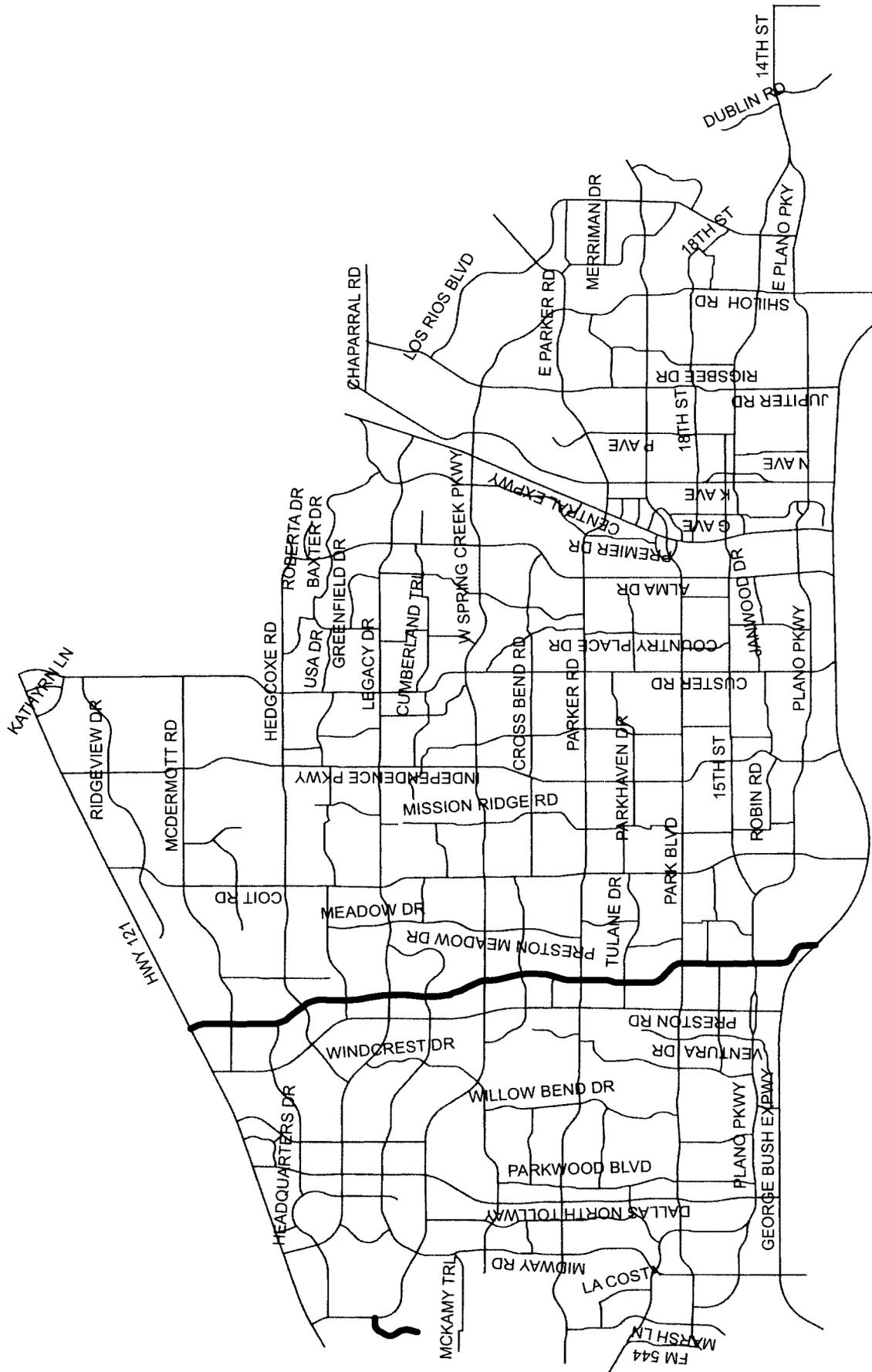
Nancy Corwin, Buyer

Date

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

PURCHASING DIVISION CITY OF PLANO TEXAS

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	Jep 9-4-09	
Council Meeting Date:	09/14/2009	Budget	C.S. 9-4-09	
Department:	Public Works / David Falls <i>✗</i>	Legal	PM 20 9/5/09	
Department Head	Alan Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	RA 9-4-09	
		City Manager	Jep 9/4/09	
Agenda Coordinator (include phone #): Margie Stephens X4104				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid No. 2009- 171 - B, 2008-2009 Residential Concrete Pavement Rehabilitation Project – Zone G7 & G8 to Jim Bowman Construction Co. LP in the amount of \$454,080.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,056,722	4,343,000	3,000,000	10,399,722
Encumbered/Expended Amount	-3,056,722	-3,139,087	0	-6,195,809
This Item	0	-454,080	0	-454,080
BALANCE	0	749,833	3,000,000	3,749,833
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2008-09 Re-Estimated Capital Reserve. This item, in the amount of \$454,080, will leave a current year balance of \$749,833 for the Residential Street & Alley Replacement project. STRATEGIC PLAN GOAL: Residential street and alley repairs relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff recommends the bid for the 2008-09 Residential Concrete Pavement Rehab Project -Zone G7 & G8 to Jim Bowman Construction Co. LP, in the amount of \$454,080.00, for alternate No. 2 (Cement with NOx <1.7#NOx/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the replacement of residential street and alley pavement, curb and gutter, sidewalk repair and barrier free ramp construction, in Zone G7 & G8 which is bounded by Spring Creek Parkway on the south, Preston Road on the west, Hedgcoxe Road on the north and Coit Road on the east.				
The secondary vendor being recommended is Stark Built, LTD in the amount of \$527,675.00.				
Engineer's estimate for this project is \$632,500.00.				
List of Supporting Documents: Bid Tabulation; Location Map		Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO

BID NO. 2009-171-B

**2008-2009 Residential Concrete Pavement Rehab, Zone G7 & G8 Project No. 6008
 BID TABULATION CORRECTED**

Bid opening Date/Time: August 25, 2009 @ 3:00pm

Number of Bids Submitted: 12

COMPANY NAME	Total Base Bid	Alternate 1	Alternate 2	Bid Bond Present
Jim Bowman Construction	\$454,080.00	\$454,080.00	\$454,080.00	Yes
Stark Built M.P.	\$518,535.00	\$510,671.00	\$527,675.00	Yes
Jerusalem Corp	\$533,020.00	\$527,680.00	\$533,020.00	Yes
Smith Contracting Inc	\$545,350.00	\$545,350.00	\$545,350.00	Yes
New Star Grading & Paving Co	\$569,900.00	\$586,600.00	\$605,800.00	Yes
Estrada Concrete	\$569,950.00	\$569,950.00	\$569,950.00	Yes
Ken-Do Contracting	\$601,650.00	\$601,650.00	\$601,650.00	Yes
NPL Construction Co	\$616,105.80	N/A	N/A	Yes
Lands Construction.	\$621,653.00	\$621,653.00	\$621,653.00	Yes
Axis Contracting	\$685,175.00	\$685,175.00	\$685,175.00	Yes
Camino Construction	\$786,680.00	\$786,680.00	\$786,680.00	Yes
Texas Standard Construction	\$908,010.00	\$880,732.00	\$908,010.00	Yes

Nancy Corwin

August 25, 2009

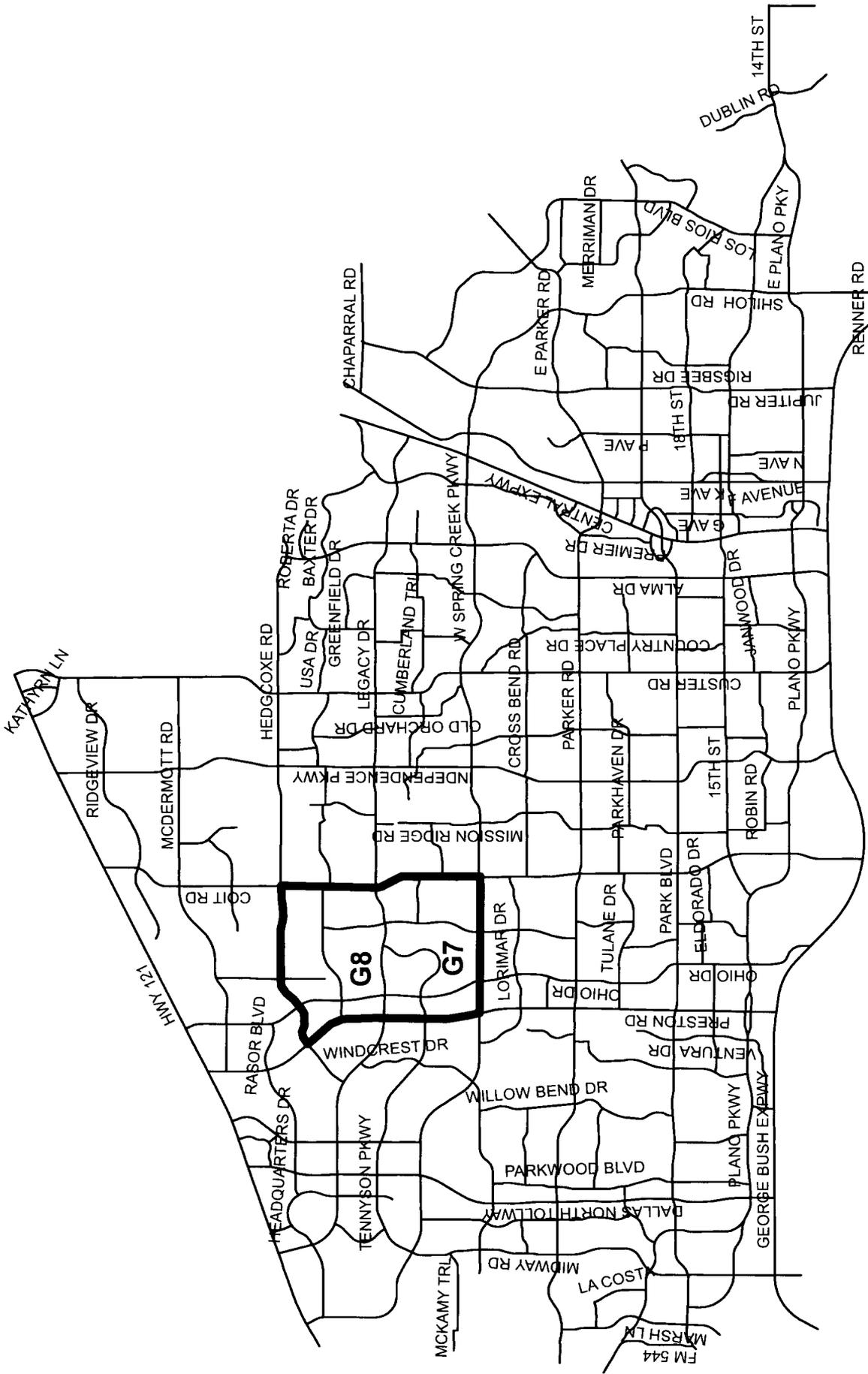
Nancy Corwin, Buyer

Date

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

PURCHASING DIVISION CITY OF PLANO TEXAS

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

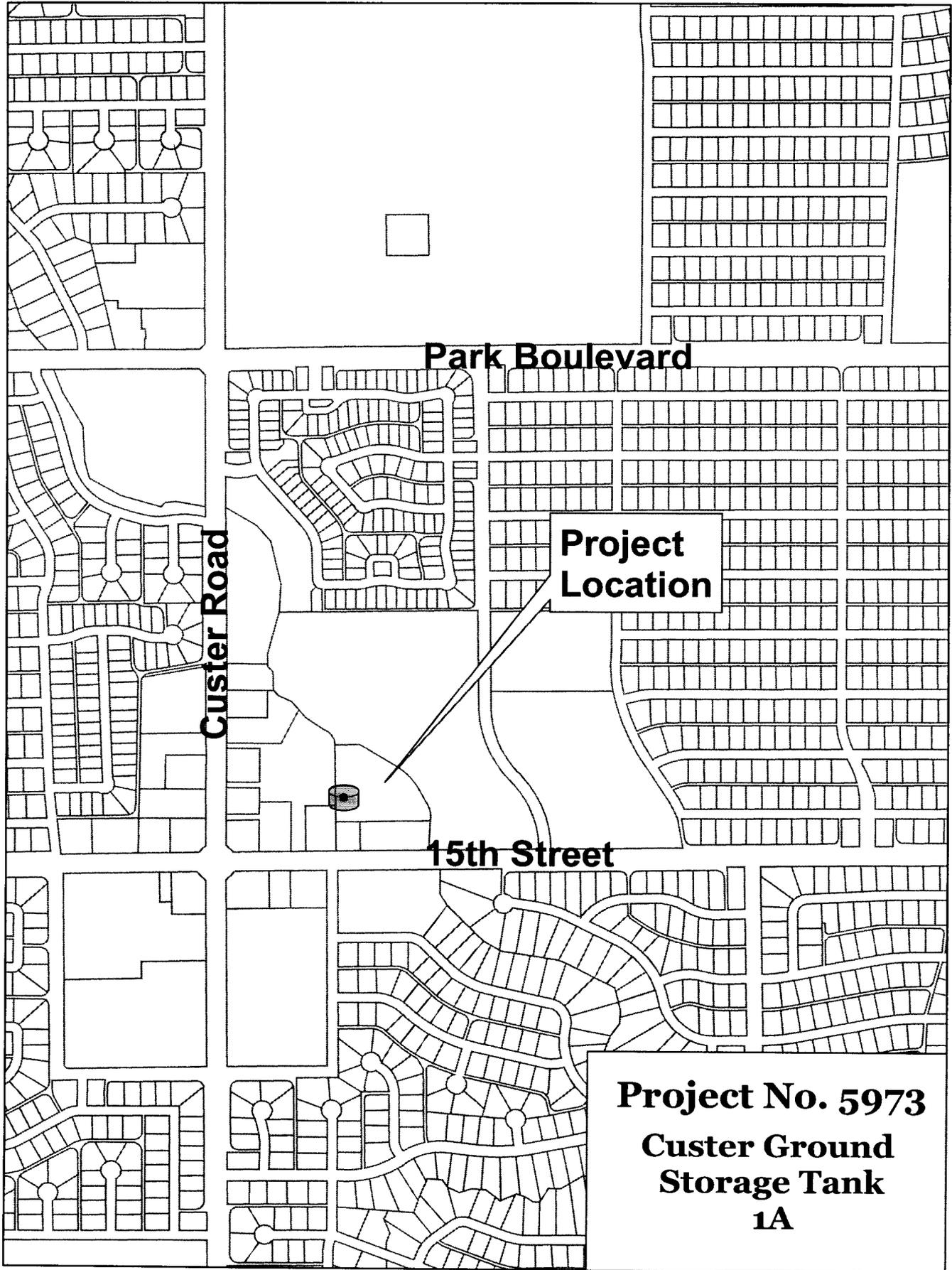
CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	9-3-09
Council Meeting Date: 9/14/09		Budget	C.S.	9-3-09
Department:	Public Works & Engineering	Legal <i>PN</i>	<i>PEW</i>	9-4-09
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>PA</i>	9-4-09
		City Manager	<i>John</i>	9/4/09
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>v.j</i>		Project No. 5973		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid for Bid No. 2009-166-B for Custer Ground Storage Tank 1A to Natgun Corporation in the amount of \$2,041,983.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	7,174	2,423,000	2,270,000	4,700,174
Encumbered/Expended Amount	-7,174	-2,380,532	0	-2,387,706
This Item	0	-2,041,983	0	-2,041,983
BALANCE	0	-1,999,515	2,270,000	270,485
FUND(S): WATER CIP				
COMMENTS: Funds are included in the 2008-09 Re-Estimated Water CIP for the Custer Ground Storage Tank project. This item, in the amount of \$2,041,983, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2009-10.				
STRATEGIC PLAN GOAL: Ground storage tank removal and construction relates to the City's Goal of Livable and Sustainable Community.				
SUMMARY OF ITEM				
Staff recommends the bid of Natgun Corporation, in the amount of \$2,041,983.00, be accepted by the City conditioned upon timely execution of any necessary contract documents. Alternate No. 2 is being awarded as the concrete items are within 5% of the base bid. Alternate No. 2 uses the more environmentally friendly cement.				
The second vendor being recommended is Preload, Inc., in the amount of \$2,170,975.00.				
Engineer's estimate was \$2,200,000.00.				
The project consists of the removal of a 2.5 million gallon steel ground storage tank and the construction of a 3.75 million gallon concrete storage tank.				
List of Supporting Documents: Bid Summary; Location Map		Other Departments, Boards, Commissions or Agencies N/A		

City of Plano

Custer Ground Storage Tank 1A Project No. 5973

BID SUMMARY

<u>Contractor</u>	<u>Total Base Bid</u>	<u>Total Bid Alternate No. 1</u>	<u>Total Bid Alternate No. 2</u>
1 Natgun Corporation	\$2,041,983.00	\$2,033,083.00	\$2,041,983.00
2 Preload, Inc.	\$2,166,475.00	\$2,166,475.00	\$2,170,975.00





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DP	9-3-09
Council Meeting Date: 9/14/2009		Budget	C.S.	9-3-09
Department:	Fleet Services	Legal	DM	9-4-09
Department Head	Mike Ryan	Assistant City Manager	DL	9-4-09
Dept Signature:	<i>Law Kamen</i>	Deputy City Manager	(Signature)	9-11-09
		City Manager	(Signature)	9/14/09
Agenda Coordinator (include phone #): Karen P. Neal-Core Ext. 7074				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT				
CAPTION				
Approval of the purchase of three (3) Chevrolet 3/4 Ton Extended Cab Pickup Trucks with Utility Body and Lift-gates in the amount of \$103,599.00 from Caldwell County Chevrolet through an existing contract/agreement with H-GAC Cooperative Purchase Program and authorizing the City Manager or his designee to execute any and all necessary documents (Bid No. #VE03-06)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	114,000	0	114,000
Encumbered/Expended Amount		0	0	0
This Item	0	-103,599	0	-103,599
BALANCE	0	10,401	0	10,401
FUND(S): EQUIPMENT REPLACEMENT FUND (071)				
COMMENTS: Funds are included in the FY 2008-09 adopted budget for the purchase of three (3) Chevrolet Pickup Trucks. The remaining balance of funds will be used for other equipment and rolling stock purchases. STRATEGIC PLAN GOAL: Providing new vehicle purchases for the Equipment Replacement Fund relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Fleet Services requests the purchase of three (3) Chevrolet 3/4 Ton Extended Cab Pickup Trucks with Utility Body and Lift-gates through the H-GAC Cooperative Purchase Program awarded the Caldwell County Chevrolet as follows: Two (2) are scheduled replacements for units #99013 and #99342 for Dept. 762/Utility District #3 and the one (1) scheduled replacement for unit #01335 for Dept. 763/Utility District #2. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Bid No. VE03-06). Total purchase for all three (3) Chevrolet Pickup Trucks including H-GAC fee is \$103,599.00.				
List of Supporting Documents: Memo		Other Departments, Boards, Commissions or Agencies		



MEMORANDUM

Date: July 29, 2009
To: Karen Neal-Core, Buyer
From: David Garza, Fleet Superintendent
Subject: Request to purchase three (3) Chevrolet ¾ Ton Extended Cab Pickup Trucks (Model HD2500/A10), with Utility Body and Lift-Gates through the HGAC Cooperative Purchase Program, Contract VE03-06 awarded to Caldwell Country Chevrolet.

Base Price:	\$18,110.00 x 3 =	\$54,330.00
Published Options:	\$12,815.00 x 3 =	\$38,445.00
Unpublished Options:	\$ 3,001.00 x 3 =	\$ 9,003.00
Delivery Fee:	\$ 407.00 x 3 =	\$ 1,221.00
H-GAC Fee:		\$ 600.00
PURCHASE PRICE:		\$103,599.00

These are scheduled replacements for units 99013 & 99342 for Dept. 762/Utility District #3 and unit 01335 for Dept. 763/ Utility District #2.

Feel free to call me if you have any questions at extension 4183.

Cc: Reid Choate
David Falls
Gentry Strickland
Diane Palmer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			
Purchasing		<i>[Signature]</i>	8-28-09
Council Meeting Date:	9/14/09	Budget	<i>C.S.</i> 8-29-09
Department:	Technology Services	Legal	<i>[Signature]</i> 8-31-09
Department Head	David Stephens	Assistant City Manager	<i>[Signature]</i> 8-31-2009
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i> 8-31-09
		City Manager	<i>[Signature]</i> 9/16/09

Agenda Coordinator (include phone #): **Amy Powell X7342**

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

CAPTION

A change order to the contract with Motorola, Inc., increasing the contract by \$151,113.00 for providing labor and materials for transferring DragonWave links from two water towers to communication towers through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract No. RA01-06)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	12,011,981	8,488,019	0	20,500,000
Encumbered/Expended Amount	-12,011,981	-7,925,334	0	-19,937,315
This Item	0	-151,113	0	-151,113
BALANCE	0	411,572	0	411,572

FUND(S): **TECHNOLOGY IMPROVEMENTS (TAX NOTES)**

COMMENTS: Funds are available from the 2007 and 2008 Tax Notes Sales. This item, in the amount of \$151,113 will leave a current year balance of \$411,572 for the Moto Mesh project.

STRATEGIC PLAN GOAL: Removal and installation of equipment and licensing for the wireless mesh network relate to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Technology Services recommends council approve Change Order No. 4, in the amount of \$151,113.00 for Motorola, Inc., to supply additional materials for and perform the services of equipment removal from SE and Preston Water towers, install new equipment on new and existing towers, configure, test, and align equipment, and re-license DragonWave links from FCC for the location changes, as part of the Moto Mesh Project, for backhaul upgrade. Completion date of project changes from December 2009 to January 2010. The City is authorized to purchase from the Houston Galveston Area Council (HGAC Contract List pursuant to Section 271, Subchapter F of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (HGAC Contract No. RA01-06)

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Change Order No. 4 and Staff Memo	

Interoffice Memo

Date: 08/28/09
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Motorola Wireless Mesh Change Order No. 4

We are recommending the approval of change order no. 4 for the Wireless Mesh network being installed by Motorola in the amount of \$ 151,112.50. The work will involve the removal of all the wireless backhaul equipment from the Southeast water tower and the Preston Road water tower. The equipment removed will be placed on communication towers at Ave. N and at the Parkway maintenance facility.

We found out when the Jupiter tower was painted that the costs to remove the equipment during the painting and to return the equipment to the tower after the painting cost \$ 55,000. When Southeast and Preston are painted equipment moves both ways would cost us \$ 110,000.00. By relocating this equipment to the communication towers, we save these costs. In addition, when we move the equipment onto our portable tower, the network may lose up to 30% local area coverage due to the impact on the physical design of the network. This will cause degradation of service during the entire time the tower is undergoing the painting.

Motorola engineers designed our current backhaul infrastructure and we recommend awarding this work to them to continue the continuity involved in the design of our wireless mesh infrastructure.

This change order is to amend Motorola contract 07/13046 with a contract date of 12/19/07 bid from HGAC Contract No. RA01-06.



CHANGE ORDER

[004]

Change Order No. 4

Date: July 29th, 2009

Project Name: City of Plano, TX Phase W@W

Customer Name: City Of Plano, TX

Customer Project Mgr: Todd McKown

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Provide services below to the City of Plano, TX

- Move equipment from SE and Preston Water Towers to other towers.
- Install equipment at the new towers
- Provide additional materials required for the move
- Configure, Test and align the newly installed equipment
- Re-License the DragonWave links from FCC

Contract # 07/13046

Contract Date: 12/19/2007

In accordance with the terms and conditions of the contract identified above between City of Plano, TX and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 9,800,000.00
Previous Change Order amounts for Change Order numbers 1 through 3	\$ 139,753.00
This Change Order:	\$ 151,112.50
New Contract Value:	\$10,090,865.50

Completion Date Adjustments

Original Completion Date:	December 2009
Current Completion Date prior to this Change Order:	December 2009
New Completion Date:	January 2010



CHANGE ORDER

[004]

Changes in Services: (additions, deletions or modifications)	
Equipment Removal From SE and Preston Water Towers Includes the removal of all equipment including: - Cabinets - Conduits and cables - Antennas and Lines - All mounts	\$ 62,375.00
Equipment Installation on New and Existing Towers Install all equipment in new Tower Locations including: - Rack and stack equipment in single rack configuration - Install Antennas and Lines - Install DragonWave, Canopy AP's etc.	\$ 58750.00
Additional Materials Materials include: - New Tower mounts - New LDF 4.5 Cable - Grounding for antennas and coax - All other required materials	\$ 16,250.00
Equipment Configuration, Testing and Alignment Includes: - Realignment of DragonWave Equipment - Canopy AP-SM coverage testing	\$ 8,750.00
License DragonWave Links Re issue license from FCC for the change in locations. Moves of greater than 100' need to be documented by the FCC.	\$ 4,987.50

Pricing Changes: (describe change or N/A)
Increase in Price by \$ 151,112.50 Payment Schedule and terms – Same as original contract

Customer Responsibilities: (describe change or N/A)
Access to each of the sites

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.

Customer

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by: Sid Padgaonkar Date: 7/29/2009



CHANGE ORDER
[004]

Motorola Project Manager

i-6



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DeP</i>	8-31-09
Council Meeting Date:	9/14/09	Budget	<i>KN</i>	8-31-09
Department:	Public Works & Engineering	Legal <i>WJ</i>	<i>DeW</i>	8/31/09
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>PA</i>	9-1-09
		City Manager	<i>DeP</i>	9/1/09
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>J</i>	PROJ #5265	

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER
Reimbursement of Oversize

CAPTION

Approving and authorizing reimbursement to EDS Information Services LLC for oversize participation for public improvements associated with construction of Tennyson Parkway north of Spring Creek Parkway, in the amount of \$301,304.23.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	25,317	525,000	300,000	850,317
Encumbered/Expended Amount	-25,317	-108,900	0	-134,217
This Item	0	-301,304	0	-301,304
BALANCE	0	114,796	300,000	414,796

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

COMMENTS: Funds are included in the 2008-09 Re-Estimated Street Improvement CIP. This item, in the amount of \$301,304, will leave a current year balance of \$114,796 for Streets Oversized Reimbursements.

STRATEGIC PLAN GOAL: Oversized participation for public improvements associated with construction relates to the City's Goals of Livable and Sustainable Community and Safe, Efficient Travel.

SUMMARY OF ITEM

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to EDS Information Services LLC is due for oversize participation for public improvements associated with construction of Tennyson Parkway north of Spring Creek Parkway. The construction was inspected and found to be in conformance with the executed Agreement.

Staff recommends the City Council authorize payment for the oversize participation.

List of Supporting Documents: Letter dated 8/17/04 from City Engineer Memo dated 8/20/09 from Chief Engineer Exhibits A & C Location Map	Other Departments, Boards, Commissions or Agencies N/A
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MEMORANDUM

Date: August 20, 2009
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: Tennyson Parkway Extension – North of Spring Creek Parkway
Project #5265

It has been five years since the acceptance of the public improvements in this addition. In accordance with our Subdivision Improvement Agreement dated November 1, 2002, the remaining total oversize reimbursement of \$301,304.23 is now due to EDS Information Services LLC.

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



August 17, 2004

at Evans
Mayor

hep Stahel
Mayor Pro Tem

en Lambert
Deputy Mayor Pro Tem

cott Johnson
Place 2

hil Dyer
Place 3

ally Magnuson
Place 4

teve Stovall
Place 5

ean Callison
Place 7

omas H. Muehlenbeck
City Manager

EDS
5400 Legacy Drive H1-1F-45
Plano, Texas 75024

**Re: Tennyson Parkway Extension – North of Spring Creek Parkway
Project No. 5265**

Gentlemen:

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

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

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

xc: Keith Schmidt, Chief Plans Examiner
Michael Arthaud, Mapping and Information Tech
Warren Laney, Senior Construction Inspector
Dale Pettit, Streets Supervisor
David Ratcliff, Utility Operations
Jim Fox, Park Services Manager
Verizon
Southwestern Bell (2)
Kimley-Horn & Associates, Inc.
Mario Sinacola & Sons

**TENNYSON PARKWAY
EXHIBIT "A"
OVERSIZE IMPROVEMENTS**

9/6/02

Grading

Item	Quantity	Unit	Unit Cost	Total Cost
Excavation	4,100	C.Y.	\$2.80	\$11,480.00
Subtotal				\$11,480.00

Paving

Item	Quantity	Unit	Unit Cost	Total Cost
6" Lime Stabilized Subgrade	11,163	S.Y.	\$1.55	\$17,302.65
Hydrated Lime (32# / S.Y.)	178.6	Tons	\$85.00	\$15,181.00
8" - 5000 PSI Concrete Pavement	10,543	S.Y.	\$20.84	\$219,716.12
6" Monolithic Curb	5,718	L.F.	\$1.00	\$5,718.00
Landscape Maintenance Ramps	1	EA	\$350.00	\$350.00
Median Nose Brick Pavers	53	S.F.	\$9.00	\$477.00
Monolithic Median Noses	1	EA	\$1,000.00	\$1,000.00
4" White Reflective Channelizing Buttons (Left Turn Lane & Right Turn Lane)	142	EA	\$7.00	\$994.00
4" White Non-Reflective Pavement Markings	576	EA	\$6.00	\$3,456.00
4" White Reflective Pavement Markings	576	EA	\$7.00	\$4,032.00
Subtotal				\$268,226.77

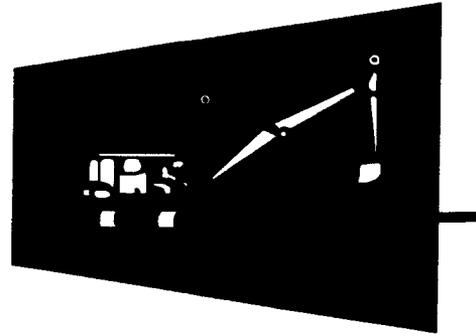
Electrical

Item	Quantity	Unit	Unit Cost	Total Cost
3" Sch. 40 Traffic Signal Conduit	435	L.F.	\$5.50	\$2,392.50
2" Sch. 40 Street Light Conduit	430	L.F.	\$5.00	\$2,150.00
Subtotal				\$4,542.50

Subtotal	\$284,249.27
6% Engineering Fees	\$17,054.96
Grand Total	\$301,304.23

MARIO SINACOLA & SONS

EXCAVATING, INC.



July 31, 2002(rev 9-11-02)

Electronic Data Systems Corp., R.R.E. Joint Venture, George W. Reaves, Jr., Spring Tennyson Partners L.P.
 c/o KIMLEY-HORN & ASSOCIATES, INC.
 5400 Legacy Drive, H1-1F-45
 Plano, Texas 75024

EXHIBIT "C"
PUBLIC IMPROVEMENTS

ATTENTION: Mr. Roy Evans / Steve Scott

GENTLEMEN: We propose to furnish all labor, materials and equipment necessary to construct the following described work:

PROJECT: Tennyson Parkway Extension
 LOCATION: Plano, Texas

GRADING

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Prep Right of Way	1.00	LS	10,000.00	\$ 10,000.00
2	Excavation	29,519.00	CY	2.80	\$ 82,653.20
3	4" Topsoil, Hydro./Seed Parkway	32,000.00	SY	1.10	\$ 35,200.00
4	Curlex Mat	4,754.00	SF	0.12	\$ 570.48
5	Reinforced Silt Fence	2,800.00	LF	1.70	\$ 4,760.00
6	Stabilized Const. Entrance	2.00	EA	2,000.00	\$ 4,000.00
7	Survey	1.00	LS	24,000.00	\$ 24,000.00
GRADING SUB TOTAL					\$ 161,183.68

PAVING

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	6" Lime Stabilized Subgrade	26,184.00	SY	1.55	\$ 40,585.20
2	Hydrated Lime @ 32 # / SY	419.00	TN	85.00	\$ 35,615.00
3	8" 5000 PSI Conc. Pvmnt.	24,730.00	SY	20.84	\$ 515,373.20
4	6" Mono Curb	11,436.00	LF	1.00	\$ 11,436.00
5	Sawcut Exist. Pvmnt.	257.00	LF	5.00	\$ 1,285.00
6	Longitudinal Butt Joint	406.00	LF	5.00	\$ 2,030.00
7	Rem. Exist. Conc. Pvmnt.	257.00	SY	8.00	\$ 2,056.00
8	6" Curb and Gutter	122.00	LF	15.00	\$ 1,830.00
9	Landscape Maint. Ramps	5.00	EA	350.00	\$ 1,750.00
10	Median Brick Pavers	287.00	SF	9.00	\$ 2,583.00
11	4" (W) Refl. Channelizing Buttons(L.T.L & R.T.L)	468.00	EA	7.00	\$ 3,276.00
12	4" (W) Non-refl Pvmnt. Markings	576.00	EA	6.00	\$ 3,456.00
13	4" (W) Refl. Pvmnt. Markings	576.00	EA	7.00	\$ 4,032.00
14	Traffic Control	1.00	EA	2,500.00	\$ 2,500.00
15	5' High 5 Strand Barbed Wire Fence	2,849.00	LF	5.00	\$ 14,245.00
16	Monolithic Median Noses	5.00	EA	1,000.00	\$ 5,000.00
17	Barrier Free Ramp	2.00	EA	800.00	\$ 1,600.00
PAVING SUB TOTAL					\$ 648,652.40

j-5

MARIO SINACOLA & SONS

EXCAVATING, INC.

WATER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	6" DR-14 C900 PVC Pipe	125.00	LF	19.20	\$ 2,400.00
2	8" DR-18 C900 PVC Pipe	934.00	LF	20.72	\$ 19,352.48
3	12" DR-18 C900 PVC Pipe	2,790.00	LF	29.39	\$ 81,998.10
4	12" Gate Valve	11.00	EA	1,050.00	\$ 11,550.00
5	8" Gate Valve	16.00	EA	600.00	\$ 9,600.00
6	6" Gate Valve	8.00	EA	500.00	\$ 4,000.00
7	Fire Hydrant	10.00	EA	2,000.00	\$ 20,000.00
8	D. I. Fittings	4.20	TN	3,200.00	\$ 13,440.00
9	Connect to Existing 12" Water Line	2.00	EA	1,250.00	\$ 2,500.00
10	8 X 6 Tapping Sleeve & Valve	2.00	EA	3,075.00	\$ 6,150.00
11	Concrete Encasement	65.00	LF	25.00	\$ 1,625.00
12	Remove Existing 8" Water Line	64.00	LF	7.50	\$ 480.00
13	Testing (Pressure & Chlorination)	3,849.00	LF	0.50	\$ 1,924.50
14	Trench Safety	1.00	LS	350.00	\$ 350.00
WATER SUB TOTAL					\$ 175,370.08

SANITARY SEWER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	8" SDR-35 PVC Sewer Pipe	896.00	LF	24.18	\$ 21,665.28
2	15" SDR-35 PVC Sewer Pipe	200.00	LF	35.00	\$ 7,000.00
3	Manhole 4' Dia.	3.00	EA	2,950.00	\$ 8,850.00
4	Plug 8" & 15" Sewer	6.00	EA	50.00	\$ 300.00
5	Plug 8" Sewer in Existing Manhole	4.00	EA	850.00	\$ 3,400.00
6	Connect to Existing Sewer Line	1.00	EA	1,750.00	\$ 1,750.00
7	Testing (Air, Mandrel, & T.V.)	1,096.00	LF	1.35	\$ 1,479.60
8	Trench Safety	1,096.00	LF	1.00	\$ 1,096.00
9	Manhole over Existing	1.00	EA	4,950.00	\$ 4,950.00
SANITARY SEWER SUB TOTAL					\$ 50,490.88

STORM SEWER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	18" Dia. Class III RCP	896.00	LF	32.48 \$	29,102.08
2	21" Dia. Class III RCP	158.00	LF	36.89 \$	5,828.62
3	24" Dia. Class III RCP	47.00	LF	41.33 \$	1,942.51
4	36" Dia. Class III RCP	56.00	LF	66.41 \$	3,718.96
5	42" Dia. Class III RCP	957.00	LF	89.46 \$	85,613.22
6	54" Dia. Class III RCP	110.00	LF	125.00 \$	13,750.00
7	3 X 3 Drop Inlet	1.00	EA	1,850.00 \$	1,850.00
8	4 X 4 Drop Inlet	1.00	EA	2,100.00 \$	2,100.00
9	5 X 5 Drop Inlet	1.00	EA	2,200.00 \$	2,200.00
10	10' Recessed Curb Inlet	5.00	EA	2,175.00 \$	10,875.00
11	12' Recessed Curb Inlet	3.00	EA	2,375.00 \$	7,125.00
12	14' Recessed Curb Inlet	3.00	EA	2,750.00 \$	8,250.00
13	20' Recessed Curb Inlet	2.00	EA	3,300.00 \$	6,600.00
14	36" Type "B" Headwall	1.00	EA	2,200.00 \$	2,200.00
15	42" Type "B" Headwall	1.00	EA	2,800.00 \$	2,800.00
16	Type B Storm Sewer Manhole	1.00	EA	5,375.00 \$	5,375.00
17	Connect to Existing RCP Storm Sewer (18")	2.00	EA	1,100.00 \$	2,200.00
18	Connect to Existing RCP Storm Sewer (42")	1.00	EA	1,800.00 \$	1,800.00
19	Remove Existing 18" RCP	17.00	LF	10.00 \$	170.00
20	Plug Existing 42" RCP in Manhole	1.00	EA	850.00 \$	850.00
21	Wye Connections	13.00	EA	150.00 \$	1,950.00
22	Grouted Type R Rock Rip Rap	20.00	SY	60.00 \$	1,200.00
23	Grade to Drain	155.00	LF	10.00 \$	1,550.00
24	Trench Safety	2,224.00	LF	1.00 \$	2,224.00
25	Erosion Control (Inlets)	15.00	EA	175.00 \$	2,625.00
STORM SEWER SUB TOTAL					\$ 203,899.39

ELECTRICAL

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	6E6 Duct Bank (Concrete Encased)	221.00	LF	105.00 \$	23,205.00
2	Trench Safety	221.00	LF	1.00 \$	221.00
3	4" SCH 40 Irrigation Conduits	855.00	LF	6.00 \$	5,130.00
4	6" SCH 40 Irrigation Conduits	855.00	LF	9.00 \$	7,695.00
5	3" SCH 40 Traffic Signal	435.00	LF	5.50 \$	2,392.50
6	2" SCH 40 Street Lights	430.00	LF	5.00 \$	2,150.00
7	15" Sleeve for future San. Sewer	200.00	LF	28.00 \$	5,600.00
ELECTRICAL SUB TOTAL					\$ 46,393.50

j-7

PROPOSAL SUMMARY

GRADING SUB TOTAL	\$ 161,183.68
PAVING SUB TOTAL	\$ 648,652.40
WATER SUB TOTAL	\$ 175,370.08
SANITARY SEWER SUB TOTAL	\$ 50,490.88
STORM SEWER SUB TOTAL	\$ 203,899.39
ELECTRICAL SUB TOTAL	\$ 46,393.50
PROPOSAL SUMMARY TOTAL	\$ 1,285,989.93

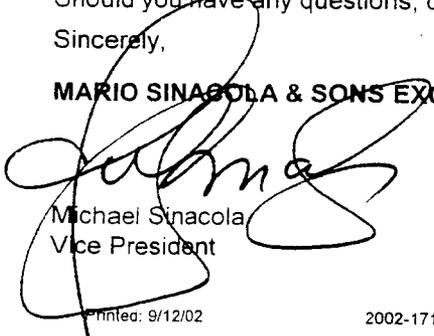
QUALIFICATIONS:

- ~ Units are based on KIMLEY-HORN & ASSOCIATES, INC. plans Dated: 07/02 - Received: 07/15/02.
- ~ **The Developer shall pay for all costs of this proposal and be responsible for receiving the reimbursement costs from the City of Plano as per the subdivision improvement (Participation agreement) Agreement between the owner and the City of Plano.**
- ~ All work on this proposal will be performed with one move-in at one time
- ~ Excavation is based on a conventional scraper operation not to exceed 1500' haul
- ~ Our take-off indicates there is excess excavation on Tennyson Parkway; this excess to be spread with scrapers adjacent to the roadway
- ~ Final quantities will be determined using "Approved Plans"
- ~ No bonds included
- ~ No compaction, concrete or geotechnical testing
- ~ No hand labor in tree area
- ~ No hazardous material removal
- ~ No import, export or trucking of material
- ~ No landscape, irrigation, electrical adjustments or repairs
- ~ No maintenance, installation, or removal of erosion control devices, except for quoted erosion control items
- ~ **Permanent pavement markings are for budget purposes only**
- ~ **No Street Signs included**
- ~ No permits, impact fees or fees of any kind
- ~ No pond de-mucking, cleaning or general clean up
- ~ No respreading of topsoil, sod, or seeding
- ~ No rock excavation
- ~ No undercutting
- ~ No sales tax on incorporated materials
- ~ No street lighting
- ~ No surveying
- ~ No trash haul-off
- ~ No well abandonment
- ~ No barrier free ramps, laydown curb only.
- ~ Reinforced steel to be # 3's on 24" c-c both ways
- ~ Trees to be chipped and disposed on-site
- ~ If Medians are 6' wide, Brick to extend 15' from back of the rear of the median nose.
- ~ If Medians are wider than 6', brick to extend 10' from the median nose.
- ~ Proposal based upon both Corporate Dr. and Tennyson Parkway Extension being awarded and built concurrently
- ~ Owner to provide suitable location with city water on-site or adjacent to the site for a concrete batch plant (Approximately 2 Acres)
- ~ We have quoted this project on a unit price basis, any work not specifically quoted or qualified is excluded

Should you have any questions, or need clarification regarding this proposal, please feel free to contact this office.

Sincerely,

MARIO SINACOLA & SONS EXCAVATING, INC.



Michael Sinacola
Vice President

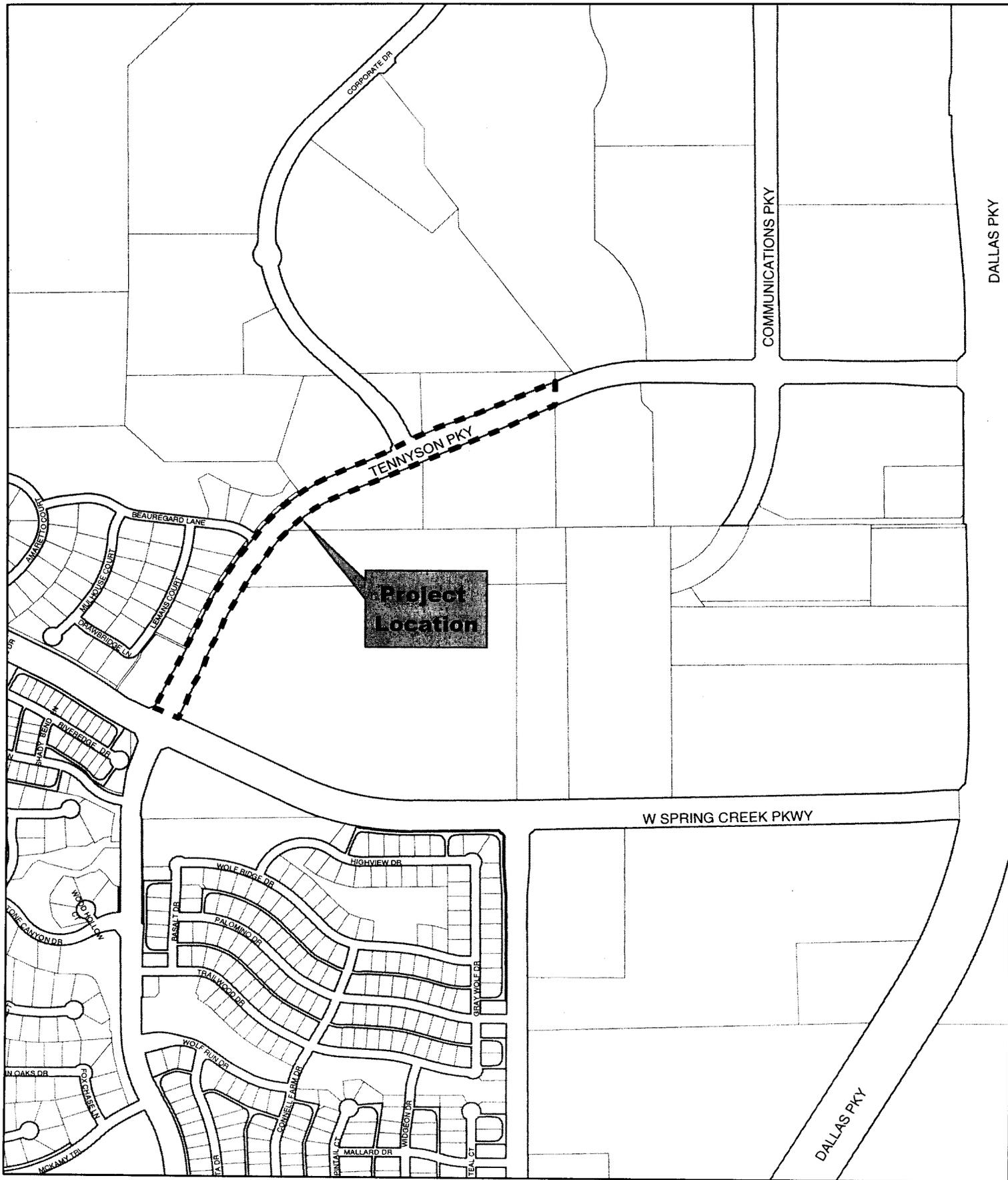
Printed: 9/12/02

2002-171 (Rev 9-11-02 Exhibit C) G.P.D.U Prop.(7-29-02); Tennyson Parkway Extension Contract - Prop

Page: 5 of 5

J-9

Tennyson Parkway Extension



Location Map



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory			
Council Meeting Date: 9/14/09		Purchasing	<i>JF</i> 8-3-09
Department: Planning/Community Services		Budget	<i>KML</i> 8-31-09
Department Head: Phyllis Jarrell		Legal <i>WS</i>	<i>DW</i> 8/31/09
Dept Signature: <i>P. Jarrell</i>		Assistant City Manager	
		Deputy City Manager	<i>[Signature]</i> 9/1/09
		City Manager	<i>[Signature]</i> 9/1/09
Agenda Coordinator (include phone #): Evelyn Trull X 7566			

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 proposed uses for the expenditure of the U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing funds as authorized in the American Recovery and Reinvestment Act of 2009 in the amount of \$468,597 for the provision of various community services; authorizing its execution by the City Manager, or in his absence, a Deputy City Manager; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	509,050	0	509,050
Encumbered/Expended Amount	0	0	0	0
This Item	0	-468,597	0	-468,597
BALANCE	0	40,453	0	40,453

FUND(S): **GRANT FUNDS**

COMMENTS: Funding for this item is included in the approved FY 2008-09 Budget. This item, in the amount of \$468,597, will be spent over a 2-year period: \$50,000 in FY 2008-09 and \$418,597 in future years. The remaining balance of \$40,453 will be used to cover administrative costs.

STRATEGIC PLAN GOAL: Funding for Recovery Acts relates to the City's goal of "Service Excellence" and Livable and Sustainable Community.

SUMMARY OF ITEM

City Council authorized the City to receive a \$509,050 Homelessness Prevention and Rapid Re-Housing (HPRP) allocation from HUD on May 11, 2009. The HPRP allocation breakdown is as follows: \$15,000 for costs associated with the purchase of the HUD-mandated, Homeless Management Information System (HMIS) and HMIS training for HPRP nonprofit agencies, \$25,453 for administrative costs associated with administering the HPRP program, and \$468,597 for direct assistance through nonprofit agencies to provide homelessness prevention assistance to Plano residents. The Community Relations Commission (CRC) is recommending that



CITY OF PLANO COUNCIL AGENDA ITEM

all four agencies which submitted HPRP proposals are funded proportional to their CRC proposal evaluation. The four nonprofit agencies are: (1) Interfaith Housing Coalition, (2) Legal Aid of Northwest Texas, (3) The Salvation Army, and (4) The Samaritan Inn. Finalization of contracts will occur on or after October 1, 2009, after which agencies will be reimbursed for their program expenses. Agencies must expend all HPRP funds by March 31, 2011.

List of Supporting Documents:
Council Memo, Resolution

Other Departments, Boards, Commissions or Agencies
Community Relations Commission

MEMORANDUM

Date: **September 14, 2009**

To: **Tom Muehlenbeck, City Manager**
Frank Turner, Deputy City Manager

From: **Christina Day, Neighborhood Services Manager**

Subject: **Homelessness Prevention and Rapid Re-Housing Funding Recommendations**

The City Council approved the Substantial Amendment to the 2008-2009 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP), and authorized the City to receive the additional funds at its May 11, 2009 meeting. The substantial amendment stipulated that City of Plano's funds be spent on services associated with Homelessness Prevention, as defined by the U.S. Department of Housing and Urban Development's (HUD) HPRP Funding Notice. Homelessness Prevention Services may be provided in the following eligible categories:

- Financial Assistance: short-term (up to 3 months) rental assistance, medium-term (up to 9 months) rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.
- Housing Relocation and Stabilization Services: case management, outreach, housing search and placement, legal services, mediation, and credit repair.

HUD allocated \$509,050 in HPRP funds to the City, of which \$25,453 is for program administration, \$15,000 for data services, and \$468,597 for direct assistance. The direct assistance through this program will be provided through non-profits in the community. Due to the short turn-around required by HUD for obligating these funds, it was determined at the April 23, 2009 Community Relations Commission meeting that staff would present a stream-lined process for agencies to submit HPRP grant requests.

On June 2, 2009, the Community Relations Commission (CRC) authorized staff to release the Request for Competitive Sealed Proposals for the City of Plano Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds. All proposals were due on July 15, 2009, and a total of four agencies submitted proposals. Commissioners reviewed the proposals and scored each according to established criteria. Staff then totaled the scores and divided the funds proportionally based on the agency's request weighted by their CRC evaluation score. Below are the CRC recommendations, based on their evaluations:

Name of Agency	Amount Requested	CRC Recommendation
Legal Aid of Northwest Texas	\$50,735	\$48,743.16
Samaritan Inn	\$65,508	\$64,568.54
Salvation Army	\$117,504	\$90,676.76
Interfaith Housing Coalition	\$288,948	\$264,608.54
Totals	\$522,699	\$468,597.00

REQUEST DETAILS:

Program:	Save Our Home Project	Request:	\$ 50,735.00
Agency:	Legal Aid of Northwest Texas	Recommendation:	\$ 48,743.16

Legal Aid of Northwest Texas is requesting funds to provide free legal aid to Plano citizens threatened with eviction. The project will provide full legal representation in the form of negotiating written legal agreements with landlords to prevent eviction, legal representation at trial, if necessary, and legal and advice and brief services.

Program:	Plano Community Based Homeless Prevention Program	Request:	\$ 65,508.00
Agency:	The Samaritan Inn, Inc.	Recommendation:	\$ 64,568.54

The Samaritan Inn is requesting funds to assist Plano residents with rent and utility assistance for a maximum of nine months, as determined by a case manager, and provide case management for those clients.

Program:	Salvation Army Financial Assistance Program	Request:	\$117,504.00
Agency:	Salvation Army	Recommendation:	\$ 90,676.76

The Salvation Army is requesting funds to provide rent and utility assistance and case management for Plano residents at risk of being homeless. Case management will also be provided to clients.

Program:	EQUIP Homelessness Prevention Program	Request:	\$ 288,948.00
Agency:	Interfaith Housing Coalition	Recommendation:	\$ 264,608.54

The Interfaith Housing Coalition is requesting funds to provide the comprehensive EQUIP program and support services to Plano residents at risk of being homeless. EQUIP stands for Enhancing Quality of Life Using Interfaith Partners. Financial assistance and case management will be provided to clients.

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PROPOSED USES FOR THE EXPENDITURE OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOMELESSNESS PREVENTION AND RAPID RE-HOUSING FUNDS AS AUTHORIZED IN THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 IN THE AMOUNT OF \$468,597 FOR THE PROVISION OF VARIOUS COMMUNITY SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, A DEPUTY CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council held a public hearing on May 11, 2009, to receive public comments concerning the allocation of Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds available through the U.S. Department of Housing and Urban Development and authorized the City Manager to receive said funds, collectively referred to herein as the Funds"; and

WHEREAS, the Community Relations Commission authorized city staff to release the Request for Competitive Sealed Proposal for the City of Plano Homelessness Prevention and Rapid Re-Housing Program (HPRP) at its June 2, 2009 public meeting; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Plano that the Homelessness Prevention and Rapid Re-Housing funds be utilized for the purposes for which they were granted to each of the entities listed herein, and that each such purpose is a valid public purpose.

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

SECTION I. - The Proposed Use of Funds for HPRP are hereby adopted with funding allocations as follows:

Legal Aid of Northwest Texas	\$48,743.16
Samaritan Inn	\$64,568.54
Salvation Army	\$90,676.76
Interfaith Housing Coalition	\$264,608.54

SECTION II. - This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 14TH DAY OF September, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	JSB 8/24/09
Council Meeting Date:	09/14/09	Budget	C.S. 8-24-09
Department:	Sustainability & Environmental Services	Legal WJ	DW 8/24/09
Department Head	Nancy Nevil	Assistant City Manager	
Dept Signature:	<i>Nancy Nevil</i>	Deputy City Manager	8/26/09
		City Manager	8/25/09
Agenda Coordinator (include phone #):		Tiffany Stephens x4264	

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND COLLIN COUNTY, TEXAS, PROVIDING TERMS AND CONDITIONS FOR YARD TRIMMINGS GRINDING SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, A DEPUTY CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES

COMMENTS: If approved, this Interlocal Agreement will provide yard trimmings grinding services for Collin County. The Agreement provides services on an as-needed basis and would make Plano a primary service provider of yard trimmings grinding for Collin County. Therefore, revenues are projected at \$0.

STRATEGIC PLAN GOAL: Yard trimmings grinding services Interlocal Agreement relates to the City's goal of "Service Excellence."

SUMMARY OF ITEM

One year agreement for the City of Plano to provide grinding service to Collin County at an established fee.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND COLLIN COUNTY, TEXAS PROVIDING TERMS AND CONDITIONS FOR YARD TRIMMINGS GRINDING SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, A DEPUTY CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the provision of yard trimmings grinding services, 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, a Deputy City Manager should be authorized to execute it on behalf of the City of Plano;

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND COLLIN COUNTY, TEXAS FOR
YARD TRIMMINGS GRINDING SERVICES**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "**PLANO**"), and **COLLIN COUNTY**, Texas (hereinafter referred to as "**COUNTY**").

WHEREAS, **PLANO** and **COUNTY** are both engaged in the provision of governmental service, a product of which generates yard trimmings material, and the recycling of such material provides an environmental and economic benefit for their citizens; and

WHEREAS, **PLANO** has a tub grinder for grinding yard trimming materials that it wishes to make available to **COUNTY** on a contract basis, and **COUNTY** has a need for same; and

WHEREAS, yard trimmings recycling is a common governmental interest shared by both **PLANO** and **COUNTY**, and the use of the tub grinder in connection with yard trimmings recycling both serves the public health and welfare and is of mutual concern to the contracting parties; and

WHEREAS, **PLANO** and **COUNTY** mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et seq., the Interlocal Cooperation Act, and other applicable sections, statutes, and contracts pursuant thereto; and

WHEREAS, **COUNTY** has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, PLANO and **COUNTY**, for the mutual consideration hereinafter stated, agree as follows:

**I.
EFFECTIVE DATE**

The effective date of this Agreement shall be October 1, 2009.

**II.
TERM**

The initial term of this Agreement shall be for the period beginning October 1, 2009, and ending September 30, 2010. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for five (5) successive one (1) year terms commencing on October 1 of each year, unless terminated earlier by either **PLANO** or **COUNTY** as set forth below.

III. DUTIES OF PARTIES

COUNTY agrees that **PLANO** will provide a Tub Grinder (hereinafter referred to as "Tub Grinder" or "Grinder") and operator to grind yard trimmings material located on **COUNTY** property. **COUNTY** shall provide written notice to **PLANO** two weeks prior to the date that **COUNTY** desires to utilize the Grinder. After receipt of such advance notice and upon the agreement of **PLANO** and **COUNTY** regarding a mutually agreeable time, date and duration for use of the Grinder, **PLANO** agrees to deliver the Grinder to the site identified by **COUNTY**, to set up the Grinder so that it is operational, to provide necessary personnel to operate the Grinder, and to grind the material for recycling. **COUNTY** shall be responsible for the disposal of all ground product. **PLANO** agrees to grind the material as long as the material is free of contamination. As used herein, the phrase "contamination" shall mean material which contains noncompostable material. **PLANO** agrees that each entity will be responsible for maintenance costs associated with their respective pieces of equipment.

Upon termination of this Agreement, **PLANO** shall immediately cease to provide grinding services to **COUNTY**.

IV. PAYMENT TERMS / FISCAL FUNDING

COUNTY shall pay **PLANO** a fee of \$400.00 per hour of grinding for actual hours required to complete the job, with a "not to exceed" amount quoted by **PLANO** for each job, and a \$100.00 delivery and set-up fee per grind. Such payment shall be made to **PLANO** within thirty (30) days from receipt of an invoice.

All fees and costs incurred by either party as a result of its obligations hereunder shall be paid from current revenues legally available to each party respectively. **COUNTY** and **PLANO** recognize that the continuation of any contract after the close of any given fiscal year of either Collin County or the City of Plano, which fiscal years end on September 30th of each year, shall be subject to approval from the respective Collin County Commissioner's Court or Plano City Council. In the event that either the Collin County Commissioner's Court or the Plano City Council does not approve the appropriation of funds for this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, **COUNTY** shall pay immediately all fees which may be due and owing up to the effective date of termination this Agreement.

**VI.
NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

PLANO

Nancy Nevil
Director, Sustainability & Environmental Services
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Phone: (972) 769-4264
Fax: (972) 769-4172

COUNTY

Franklin Ybarbo
Purchasing Agent
Collin County Administration Building
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75070
(972) 548-4111
(972) 548-4694

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

**VII.
HOLD HARMLESS**

EACH PARTY DOES HEREBY AGREE TO WAIVE ALL ITS CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. NOTHING IN THIS SECTION IS INTENDED TO REQUIRE INDEMNIFICATION OF ONE PARTY BY THE OTHER PARTY.

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY INDIVIDUALLY UNDER TEXAS LAW. PLANO SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. COUNTY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**VIII.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between **PLANO** and **COUNTY** and supersedes all prior negotiations, representations and/or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**IX.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**X.
SEVERABILITY**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

**XI.
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. **COUNTY** has executed this Agreement pursuant to duly authorized action of the Collin County Commissioner's Court on _____, 2009. **PLANO** has executed this Agreement pursuant to duly authorized City Council Resolution No _____ dated _____, 2009.

**XII.
ASSIGNMENT AND SUBLETTING**

The parties each bind themselves, their respective successors and assigns to the other party to this contract. **COUNTY** hereby agrees that this Agreement will not be assigned or sublet without the prior written consent of **PLANO**, and further agrees that non of **COUNTY'S** rights, obligations or duties arising under this Agreement will be sublet to anyone objectionable to Plano. **COUNTY** agrees that the subletting of any right, obligation or duty arising under this Agreement shall not relieve **COUNTY** from its full obligation to **PLANO** as provided by this Agreement.

**XIII.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

**XIV.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

EXECUTED in duplicate originals this ____ day of _____, 2009.

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
P.O. Box 860358
Plano, Texas 75086-0358

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

COLLIN COUNTY, TEXAS

By: _____
Keith Self
COUNTY JUDGE
2300 Bloomdale Road
McKinney, Texas 75070

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COLLIN COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2009 by **KEITH SELF, COUNTY JUDGE OF COLLIN COUNTY, TEXAS**, on behalf of such corporation.

Notary Public State of Texas

STATE OF TEXAS)
)
COLLIN COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2009 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Deg</i>	9-309
Council Meeting Date:	09/14/2009	Budget	<i>C.S.</i>	9-3-09
Department:	Police	Legal <i>WJ</i>	<i>DW</i>	9/3/09
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager	<i>[Signature]</i>	09-04-09
		City Manager		9/14/09
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
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, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for an Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by means of a signal light; authorizing the City Manager, or his authorized designee; to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	344,873	344,873
BALANCE	0	0	344,873	344,873
FUND(S): GENERAL FUND AND GRANT FUND (EXPENDITURES) AND GRANT FUND (REVENUE)				
COMMENTS: The grant contract, if approved, provides 71.98% STEP ITC Grant reimbursement funding, in the estimated annual amount of \$248,246 from TXDOT, to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2009-10. The required City "match" of 2009-10 expenditures, 28.02%, totals approximately \$96,627 and is included within the recommended 2009-10 Police Department Budget. STRATEGIC PLAN GOAL: Participation in the ITC grant program relates to the City's Goal of "Safe, Efficient Travel" and "Service Excellence".				
SUMMARY OF ITEM				
The State of Texas, acting by and through the Texas Department of Transportation, offers the City of Plano a grant providing 71.98 percent reimbursement to the City of Plano for police officer overtime related to enforcing traffic intersection laws beginning on October 1, 2009 and ending September 30, 2010.				
List of Supporting Documents: Other Departments, Boards, Commissions or Agencies Resolution, Memo and Grant Agreement				



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

MEMORANDUM

DATE: *September 01, 2009*

TO: *Bruce D. Glasscock, Deputy City Manager*

FROM: *Gregory W. Rushin, Chief of Police*

SUBJECT: *Matching funds for FY 2009-10 Comprehensive STEP Grant*

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths. In FY 03-04 we received a 3 year grant for this purpose.

Starting in FY 06-07 TxDOT initiated a provision to extend funding after the original grant cycle in annual one-year increments. As a result, we are requesting approval to accept an FY 09-10 grant of \$344,873.07 for selective traffic enforcement that focuses on intersection violations, speeding, and seatbelt usage, \$96,627.07 of which will be the required City match (\$248,248 in federal funds, and \$96,627.07 in local funds).

In past years, we have used in-kind match for the entire match, and expect to do so in FY 09-10. The City's match is an increase of \$3,358.97 over the amount of the City's share from FY 08-09, but less than our highest match level of \$6,868.00 in FY 06-07. The match in hard dollars for benefits and vehicle mileage is adequately funded in the Police-532 basic budget for FY 09-10.

This grant starts October 1, 2009.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR AN INTERSECTION TRAFFIC CONTROL PROJECT, PIN 17560006409000, TARGETING INTERSECTIONS REGULATED BY MEANS OF A SIGNAL LIGHT; AUTHORIZING THE CITY MANAGER, OR HIS AUTHORIZED DESIGNEE; TO EXECUTE THE GRANT AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE ACTION TAKEN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes by targeting data provided by high frequency crash intersections that Plano has where traffic is regulated by means of a signal light through increased enforcement activities; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and Between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City of Plano, is hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2010

Organization Name: City of Plano

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP - 2010 Comprehensive

ID: 2010-PlanoPD-S-SYG-0060

Period: 10/01/2009 to 09/30/2010

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2010.

Project Title: **STEP - 2010 Comprehensive**

Grant Period: This Grant becomes effective on **10/01/2009** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2010** unless terminated or otherwise modified.

Total Awarded: **\$344,873.07**

Amount Eligible for Reimbursement: **\$248,246.00**

Match Amount: **\$96,627.07**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Plano

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

[Legal Name of Agency]

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government):
(If Applicable)

By:

[Resolution Number]

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)
Date: _____

Program Element Selection

YEAR LONG

- DWI DWI: Driving While Intoxicated
- Speed Speed: Speed Enforcement
- OP OP: Occupant Protection (Safety Belt and Child Safety Seat)
- ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP Jurisdiction wide

CMV

- Speed, OP and HMV CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

Note: If a DWI component is selected above, an SFST letter is no longer required to be submitted with the proposal.

General Information

Project Title STEP - 2010 Comprehensive

How many years has your organization received funding for this project? This will be our third year.

Project Director Name Brad Neal

Organization Address 7501A Independence Pkwy
Plano , TX 75071

Mailing Address POB 860358
Plano, Texas 75086-0358

Multi Year Proposal Selection

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns,

overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily

report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupant protection laws.

I agree to the above goals and strategies.

Baseline Information

Baseline Year (12 months)

From 1/1/2007 to 12/31/2007

Baseline Measure	Baseline Number
Number of speed citations	16986
Number of safety belt citations	769
Number of child safety seat citations	106
Number of Intersection Traffic Control (ITC) citations	38216
Number of speed-related crashes	1199
Number of crashes occurring at intersections	1705

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	25 %	10/2008
Percentage of safety belt usage	96 %	09/2008
Attach Speed survey data	https://www.dot.state.tx.us/apps/egrants/_Upload/121754-2008SpeedSurveyPostResults.xls	
Attach Safety Belt survey data	https://www.dot.state.tx.us/apps/egrants/_Upload/121754-PostSurveys2008.xls	

Law Enforcement Objective/Performance Measure

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	3000
b. Increase safety belt citations by	500
c. Increase child safety belt citations by	550
d. Increase ITC citations by	4000
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	1000
b. Reduce the number of ITC-related crashes to	1500
3. Increase speed compliance	
a. Increase the speed compliance rate to	30%
4. Increase safety belt usage	
a. Increase the safety belt usage rate among drivers and front seat passengers to	98%
5. Number of Enforcement Hours	4060

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

Step Indicator **3.10**

PI&E Objective Performance/Measure

Object/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	5
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	25000

City of Plano
STEP - 2010 Comprehensive

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)				
Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
49	Speed	1000-8799 blk Preston Rd (5.8 miles posted at 45 MPH)	30	0600-0000/7 days a week
50	Speed	100-7999 blk Legacy Dr (9.4 miles posted at 40 MPH)	15	0600-0000/7 days a week
51	Speed	1100-8200 blk Dallas Pkwy N/B(8.7 miles at 45 MPH)	36	0600-0000/7 days a week
54	Speed	600-7000 S/B Central (5.2 miles at 45 MPH)	30	0600-0000/7 days a week
55	Speed	600-7000 N/B Central (5.2 miles at 45 MPH)	34	0600-0000/7 days a week
56	Speed	600-7000 US 75 (5.2 miles at 60 MPH)	17	0600-0000/7 days a week
57	Speed	1100-8200 Dallas Pkwy S/B (5.2 miles at 45 MPH)	38	0600-0000/7 days a week

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)					
Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period	
59	Speed	Spring Creek Pkwy (E to W city limits 13 miles- 7.8 miles at 45 MPH, 4.3 miles at 40 MPH, 0.9 miles at 30 MPH)	21	0600-0000/7 days a week	
60	Speed	Parker Rd (E to W city limits 10.9 miles at 40 MPH, 1.8 at 35 MPH)	8	0600-0000/7 days a week	
65	Speed	Park Blvd (E to W city limits- 8.8 at 40 MPH, 3 miles at 30 MPH)	39	0600-0000/7 days a week	
66	Speed	Ohio Dr (N to S city limits-6.5 miles at 35 MPH)	17	0600-0000/7 days a week	
67	Speed	2500-7000 Blk Jupiter Rd (2.1 miles at 40 MPH, 0.9 at 35 MPH)	30	0600-0000/7 days a week	

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)					
Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period	
2	ITC	Legacy Dr & Preston Rd	NA	0600-0000/7 days a week	
7	ITC	Dallas Pkwy & Legacy Dr	NA	0600-0000/7 days a week	
8	ITC	Plano Pkwy & Preston Rd	NA	0600-0000/7 days a week	
9	ITC	Independence Pkwy & Spring Creek Pkwy	NA	0600-0000/7 days a week	
12	ITC	Legacy and Hwy 121	NA	0600-0000/7 days a week	
26	ITC	Preston and Hwy 121	NA	0600-0000/7 days a week	
34	ITC	Spring Crk Pky @ N/B-S/B Central	NA	0600-0000/7 days a week	

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)

Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
40	ITC	Plano Pky @ N/B-S/B Central	NA	0600-0000/7 days a week
44	ITC	Independence Pkwy & SH121	NA	0600-0000/7 days a week
61	ITC	Coit & Hwy 121	NA	0600-0000/7 days a week
62	ITC	Spring Creek and Hwy 121	NA	0600-0000/7 days a week
63	ITC	Alma and Park	NA	0600-0000/7 days a week
64	ITC	Parkwood and Hwy 121	NA	0600-0000/7 days a week

m-34

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)

Site Number	Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
A Sector	OP	Jurisdiction-wide		0600-2000/7 days a week
B Sector	OP	Jurisdiction-wide		0600-2000/7 days a week
C Sector	OP	Jurisdiction-wide		0600-2000/7 days a week
D Sector	OP	Jurisdiction-wide		0600-2000/7 days a week

m-35

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$217,557.87	\$0	\$217,557.87
(200)	Fringe Benefits:		\$72,342.88	\$72,342.88
	Sub-Total:	\$217,557.87	\$72,342.88	\$289,900.75
Category II - Other Direct Costs				
(300)	Travel:	\$30,688.13	\$24,284.19	\$54,972.32
(400)	Equipment:			\$0
(500)	Supplies:			\$0
(600)	Contractual Services:	\$0		\$0
(700)	Other Miscellaneous:			\$0
	Sub-Total:	\$30,688.13	\$24,284.19	\$54,972.32
Total Direct Costs:		\$248,246.00	\$96,627.07	\$344,873.07
Category III - Indirect Costs				
(800)	Indirect Cost Rate:			\$0
Summary				
	Total Labor Costs:	\$217,557.87	\$72,342.88	\$289,900.75
	Total Direct Costs:	\$30,688.13	\$24,284.19	\$54,972.32
	Total Indirect Costs:			\$0
Grand Total		\$248,246.00	\$96,627.07	\$344,873.07
	Fund Sources (Percent Share):	71.98%	28.02%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DF</i>	9-309	
Council Meeting Date:	09/14/2009	Budget	C.S.	9-3-09	
Department:	Police	Legal	<i>HH</i> <i>HW</i>	9/3/09	
Department Head	Gregory W. Rushin	Assistant City Manager			
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager	<i>[Signature]</i>	09-04-09	
		City Manager	<i>[Signature]</i>	9/4/09	
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	160,344	160,344
BALANCE		0	0	160,344	160,344
FUND(S): GENERAL FUND (01.532)					
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department for 15% of the funding of nine (9) Police Officers and one (1) Sergeant assigned to the School Liaison Program at various PISD schools from October 1, 2009 through September 30, 2010.					
STRATEGIC PLAN GOAL: Reimbursement of Plano Police in PISD schools relates to the City's Goal of a "Premier City in Which to Live".					
SUMMARY OF ITEM					
This agreement is for the period October 1, 2009 through September 30, 2010. It is an ongoing agreement in which for the fiscal year 2008-2009, PISD is contributing 15% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Liaison Program.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Agreement and attachments, Memo					



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

MEMORANDUM

DATE: September 3, 2009
TO: *grw* Gregory W. Rushin, Chief of Police
FROM: Lt. Paul Rimka, Support Services Division
SUBJECT: Explanation of changes to (PISD) Police/School Liaison Interlocal Agreement

The changes requested by PISD to the 2009/10 school year School Liaison Program contract are in reference to legal language and the period of time a School Liaison Officer can be absent from the school campus.

The four changes to the legal language are:

1. To clearly identify all parties to the contract.
2. To give legal basis to the contract by citing Chapter 791 of the Texas Government Code.
3. To clearly identify the Crime Stopper MOU as Attachment "2".
4. To document that each party to the contract has not waived its sovereign immunity.

In the 2008/09 contract, the SLOs were permitted to be absent 30 consecutive days before the City was obligated to replace them. The number of consecutive days for replacement in the 2009/10 contract was decreased to 15 days.

RESOLUTION NO. _____

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2009, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Liaison Program in the 2009-2010 fiscal year, to be assigned to duties described in the 2009-2010 Memorandum of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes, as well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2009, and ending the 30th day of September 2010.

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

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$13,362.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 15% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

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

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

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2009-2010 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By: _____
Thomas H. Muehlenbeck, City Manager

Approved as to Form:

Plano Independent School District

Meridith Hays (mg)
Attorney for PISD

By: Danny Modisette
Danny Modisette

Title: _____
Deputy Superintendent/PISD

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

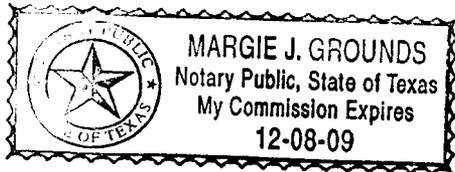
This instrument was acknowledged before me on the _____ day of _____, 2009 by **THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 28th day of August, 2009 by Danny Modisette, **Deputy Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



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

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2009-2010

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2009-2010:

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

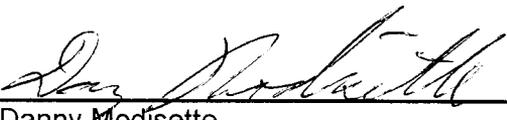
Page 2
Administrative Guidelines
School Year 2009-2010

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

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

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

Gregory W. Rushin Date
Chief, Plano Police Department

Danny Modisette Date
Deputy Superintendent
Plano Independent School District

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
August 24, 2009 to August 24, 2010

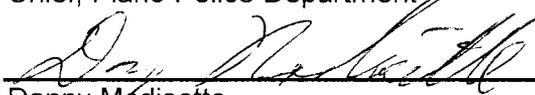
Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2009 to August 24, 2010.

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

Gregory W. Rushin
Chief, Plano Police Department

Date



Danny Modisette
Deputy Superintendent
Plano Independent School District

Date



MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2009-2010

The following operational guidelines are adopted for school/police operations during school year 2009-2010. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers (SLO) will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

Page 2
Operational Guidelines
School Year 2009-2010

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

Page 3
Operational Guidelines
School Year 2009-2010

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

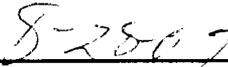
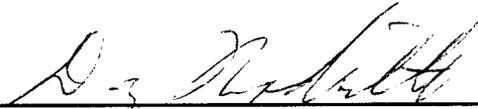
12. Incident – Incident occurs and School Liaison Officer is at another campus.

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

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date



Danny Modisette
Deputy Superintendent
Plano Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DSB 9-3-09
Council Meeting Date:	9/14/09	Budget	C.S. 9-3-09
Department:	Purchasing	Legal	OW/Li 9/3/09
Department Head	Mike Ryan	Assistant City Manager	LR 9-4-09
Dept Signature:	<i>Deane C. Palmer Jr</i>	Deputy City Manager	[Signature] 9-4-09
		City Manager	[Signature] 9/14/09
Agenda Coordinator (include phone #):		Sharron Mason - ext. 7247	

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF RICHLAND COLLEGE, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, 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: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	30,000	30,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-30,000	-30,000
BALANCE	0	0	0	0

FUND(S): **GENERAL FUND**

COMMENTS: Funding for this item will come from the FY2009-10 Professional Development Center Budget, once the FY2009-10 Budget has been adopted and appropriated. This service approves a (12) month contract not to exceed \$30,000 with (3) optional (1) year renewals.

STRATEGIC PLAN: Providing for organizational educational services relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Interlocal Cooperation Agreement By and Between the City of Plano and the Dallas County Community College District on behalf of Richland College, providing terms and conditions for Educational Services as part of the City's Professional Development Program for a period of one (1) year with three (3) City optional one (1) year renewals.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Resolution and Interlocal Agreement	Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF RICHLAND COLLEGE, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and Dallas County Community College District for educational services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

RESOLUTION NO. _____

Page 2

DULY PASSED AND APPROVED this the _____ day of _____,
2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE DALLAS COUNTY COMMUNITY COLLEGE
FOR RICHLAND COLLEGE**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **THE DALLAS COUNTY COMMUNITY COLLEGE FOR RICHLAND COLLEGE**, hereinafter referred to as "College", as follows:

WITNESSETH:

WHEREAS, Plano is a political subdivision and College a "special district" within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and College to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano desires to offer its employees courses in Language and Business Productivity, in the such areas of Leadership, Customer Service, Diversity, and Communications; and

WHEREAS, College is an institution of higher education that offers Business Productivity education courses and desires to offer the courses to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the courses will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and College, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM OF CONTRACT

The initial term of this Contract shall be from October 1, 2009 and end on September 30, 2010, provided however, that the City shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

II.
THE PROGRAM

The parties agree that College shall offer Language and Business Productivity education courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. City shall designate a program liaison who will manage program details and work with the College's program manager in content and logistics planning. The City shall provide College with required student-employee information for the purpose of registration and documentation. City shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.
2. College shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with City.

IV.
CONSIDERATION / FEES

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, Plano shall pay College **\$150.00 per instruction hour** for Business Productivity courses for up to 24 participants, excluding materials, and shall pay **\$100.00 per instruction hour** for Language courses for up to 24 participants, excluding materials, unless amended in writing by both parties. Material costs will not exceed **\$40 per student** for any course. The total compensation under this Agreement shall not exceed the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** per year.

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

**V.
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination.

**VI.
RELEASE AND HOLD HARMLESS**

College, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, College and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VII.
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**The Richland College
Representative:**

City of Plano Representative:

Mr. Konley Kelley
Assistant Dean, Corporate Services
Richland College of the DCCCD
675 W. Walnut Street
Garland, Texas 75040
(469) 326-7401

Mr. Greg Carpenter
Organizational Development Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
(972) 941-5300

**VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. College has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

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

**DALLAS COUNTY COMMUNITY
COLLEGE DISTRICT**

Date: _____

By: _____
Dr. Wright L. Lassiter, Jr.
Chancellor

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **DR. WRIGHT L. LASSITER, JR.**, Chancellor, on behalf of **DALLAS COUNTY COMMUNITY COLLEGE DISTRICT**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK**, City Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

Program: **Business Productivity and Language courses.**

Courses offered under this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Participants: Maximum of 24 students per course unless a larger maximum is agreed upon by representatives of each party.

Tuition: Business Productivity courses shall be paid at a rate of \$150.00 per instruction hour.

Language courses shall be paid at a rate of \$100.00 per instruction hour

Materials/Supplies Costs: Material costs will not exceed \$40 per student for any course.

Scheduled Course Dates: To be determined by **Plano** and **College**.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

COMPLIANCE WITH HIGHER EDUCATION COORDINATING BOARD RULES

Under the terms and conditions of this Agreement:

- A. The courses remain under the sole and direct control of the College;
- B. Instructors of Company must meet qualifications stipulated by College;
- C. College retains supervision of instructors;
- D. College will approve program curriculum provided by Company;
- E. College is responsible for recruitment through Company, admission, counseling of students; and
- F. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules shall prevail.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	Jef 8-20-09	
Council Meeting Date:	9/14/2009	Budget	C.S. 8-20-09	
Department:	Purchasing	Legal WS	RW 8/20/09	
Department Head	Mike Ryan	Assistant City Manager	JR 8-21-09	
Dept Signature:	<i>Deane Adams</i>	Deputy City Manager	[Signature] 8-24-09	
		City Manager	[Signature] 8/24/09	
Agenda Coordinator (include phone #): Karen P. Neal-Core Ext. 7074				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN CITY OF PLANO AND HARRIS COUNTY DEPARTMENT OF EDUCATION, WHICH SPONSORS "CHOICE FACILITY PARTNERS" PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE AGREEMENT HEREIN AND TO DESIGNATE AN OFFICIAL REPRESENTATIVE OR REPRESENTATIVES FOR THE CITY OF PLANO TO THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
The Purchasing Division wishes to enter into an interlocal Agreement with the Harris County Department of Education for participation in a Cooperative Purchasing Program. Contracts let will provide an additional comparative source of purchase for the City to utilize when costing items. No supply contract participation is mandatory.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN CITY OF PLANO AND HARRIS COUNTY DEPARTMENT OF EDUCATION, WHICH SPONSORS "CHOICE FACILITY PARTNERS" PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE AGREEMENT HEREIN AND TO DESIGNATE AN OFFICIAL REPRESENTATIVE OR REPRESENTATIVES FOR THE CITY OF PLANO TO THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Sections 271.101 and 271.102 of the Local Government Code authorize governmental entities to participate in cooperative purchasing programs with other local governments or a local cooperative organization to purchase goods and services; and

WHEREAS, The City Council has been presented a proposed Interlocal Cooperation Agreement by and between Harris County Department of Education and the City of Plano, Texas, authorizing the City to participate in the "Choice Facility Partners" cooperative purchasing program, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement and to designate a person or persons to act for the City in all matters related to the cooperative purchasing program.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Municipality Master Service Interlocal Contract Between Harris County Department of Education And City of Plano, Texas

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the City of Plano ("CITY"), located in Plano, Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms, and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. **CITY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.

- Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.
 - Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE's service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY's own account or with any other person or entity whatsoever, employ, solicit or endeavor or entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: John E. Sawyer, Ed.D.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

City of Plano
Attn: _____
P.O. Box 860358
Plano, Texas 75086-0358
Phone: _____
Email: _____

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY's agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach of any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision has never been contained in it.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

City of Plano, Texas

Harris County Department of Education

Thomas H. Muehlenbeck
CITY MANAGER

John E. Sawyer, Ed.D.
County School Superintendent

Date: _____

Date: _____

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	JF	9-3-09
Council Meeting Date: 9/14/09		Budget	C.S.	9-3-09
Department:	Public Works & Engineering	Legal <i>PM</i>	DW	9-4-09
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>RA</i>	9-4-09
		City Manager	<i>[Signature]</i>	9/14/09
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>			Project No. 5791	
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 a Real Estate Contract by and between the City of Plano, Texas, and Diversicon for the purchase of a 1.053 acre tract of land for right of way for Chaparral Road and a 0.034 acre tract of land for a Temporary Construction Easement, located at the southeast corner of Chaparral Road and Jupiter Road, in the Jeremiah Muncy Survey, Abstract No. 621, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	142,202	718,000	1,380,000	2,240,202
Encumbered/Expended Amount	-142,202	-101,023	0	-243,225
This Item	0	-161,000	0	-161,000
BALANCE	0	455,977	1,380,000	1,835,977
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item allows the City to purchase 1.053 acres of land for a right of way easement and .034 acres of land for a construction easement. If this item is approved, the City of Plano will pay \$161,000 for the purchase of land associated with the Chaparral – K Avenue to East City Limits project.				
STRATEGIC PLAN GOAL: Land purchases for street improvements relate to the City's goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The resolution authorizes the purchase of a 1.053 acre tract of land and a 0.034 acre Temporary Construction Easement that is needed for the widening of Chaparral Road, east of Jupiter Road. The purchase price is \$161,000.00.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

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 DIVERSICON FOR THE PURCHASE OF A 1.053 ACRE TRACT OF LAND FOR RIGHT OF WAY FOR CHAPARRAL ROAD AND A 0.034 ACRE TRACT OF LAND FOR A TEMPORARY CONSTRUCTION EASEMENT, LOCATED AT THE SOUTHEAST CORNER OF CHAPARRAL ROAD AND JUPITER ROAD, IN THE JEREMIAH MUNCY SURVEY, ABSTRACT NO. 621, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

DULY PASSED AND APPROVED the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

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

WHEREAS, under threat of condemnation, the Purchaser desires to purchase and the Seller desires to sell to Purchaser a 1.053 acre tract of land in fee simple for right-of-way purposes as more particularly described in Exhibit "A" attached hereto (the "Property") and a 0.034 acre tract of land for a Temporary Construction Easement, as more particularly described in Exhibit "B" (the "Easement"). Exhibits "A" and "B" are made a part hereof by reference.

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

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

1. Agreement to Convey

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

2. Purchase Price

The purchase price ("Purchase Price") to be paid for the Property and the Easement shall be **ONE HUNDRED SIXTY-ONE THOUSAND AND 00/100 DOLLARS (\$161,000.00)**.

3. Title Commitment

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

4. Representations and Warranties of Seller

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

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

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

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

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

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

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

5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

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

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

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

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

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

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

6. The Closing

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

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

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

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

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

7. Closing Costs and Proration

Costs of title insurance for the Property and the Easement, escrow fees of the Title Company, costs of recording any documents in connection with the Closing of the Property shall be paid by Purchaser. All other expenses incurred by Seller and Purchaser with respect to the Closing, including, but not limited to, attorneys' fees incurred in

connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with Section 26.11 of the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

8. Default

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

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

9. Right to Possession

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

10. Nonwaiver

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

11. Miscellaneous Provisions

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

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

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

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

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given. Copies of notices to Seller shall be sent to Diversicon, Inc., 1455 Halsey Way, Carrollton, Texas 75007. Facsimile copies of executed counterparts have the same effect as originally executed counterparts.

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

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

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

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

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

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

**SELLER
DIVERSICON**

Date: 08/17/09

By: 
Name: JOHN P. GRIMES
Title: C.F.O./VICE PRESIDENT

PURCHASER:

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

Date: _____

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

APPROVED AS TO FORM:

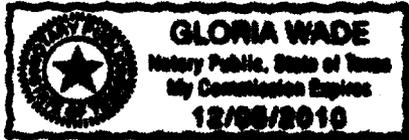
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 17th day of August, 2009 by John Grimes, CFD of **DIVERSICON**, a Texas corporation, on behalf of said corporation.



Gloria Wade
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

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

Notary Public, State of Texas

9-10

EXHIBIT "A"
CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2ROW

RIGHT-OF-WAY ACQUISITION
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS

Being a 1.053 acre tract of land situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said 1.053 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod also being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 12 degrees 49 minutes 16 seconds and whose chord bears North 20 degrees 50 minutes 31 seconds East, a chord distance of 208.79 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of way line of said Jupiter Road, an arc length of 209.23 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the **POINT OF BEGINNING** of the herein described 1.053 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" having grid coordinates of N=7,077,971.60 and E=2,528,164.89, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the proposed south right-of-way of Chaparral Drive (a variable width right-of-way), said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the beginning of a curve to the right having a radius of 935.00 feet, a central angle of 04 degrees 03 minutes 29 seconds and whose chord bears North 29 degrees 16 minutes 54 seconds East, a chord distance of 66.21 feet;

THENCE with said curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 66.22 feet to a point for the northwest corner of said 16.485 acre tract of land, said point being the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of said Chaparral Drive;

THENCE North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way);

EXHIBIT A
PAGE 1 OF 4

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 75.03 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed south right-of-way line of said Chaparral Drive, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the west line of said Lot 1, from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 172.55 feet;

THENCE North 45 degrees 06 minutes 08 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 20.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 89 degrees 30 minutes 45 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 347.05 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE North 89 degrees 07 minutes 42 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 456.10 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 57 degrees 34 minutes 49 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 18.22 feet to the **POINT OF BEGINNING** and containing 45,880 square feet or 1.053 acres of land, more or less.

Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: March 27, 2009

By: 
Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494

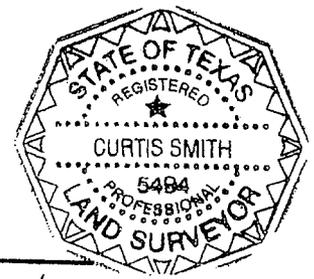
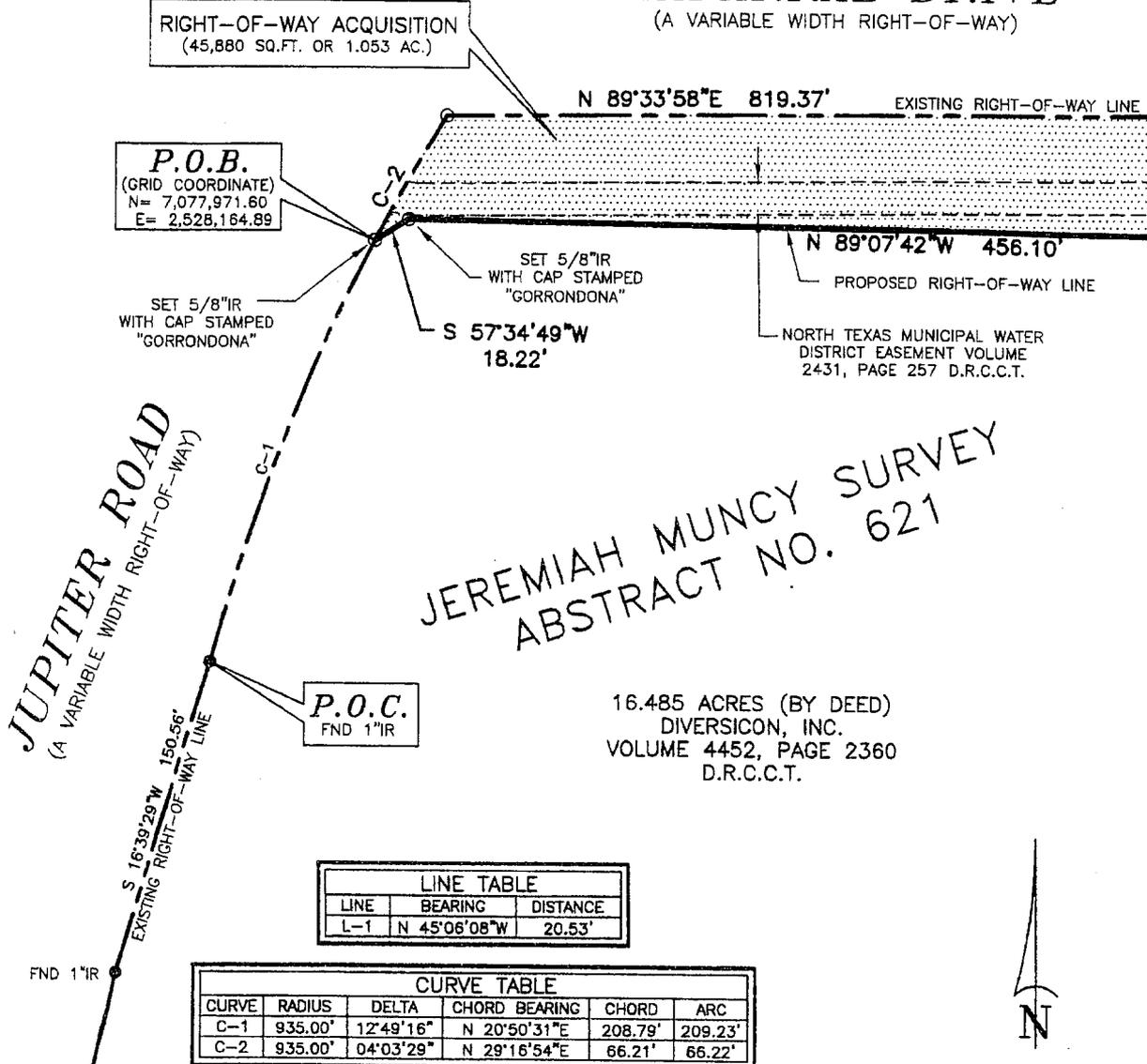


EXHIBIT A
PAGE 2 OF 4

9-12

EXHIBIT "B"

CHAPARRAL DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

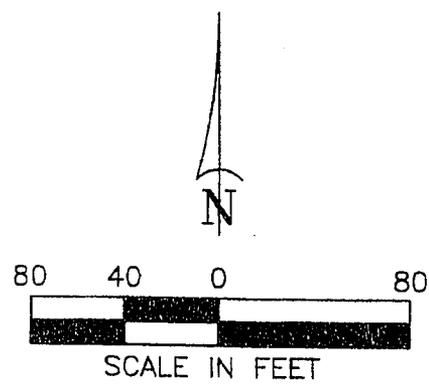


MATCHLINE "A"

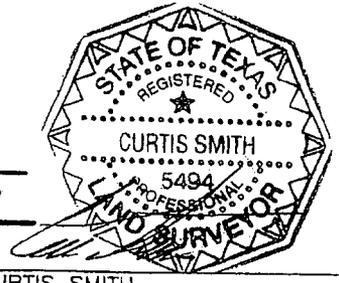
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 45°08'08"W	20.53'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	12°49'16"	N 20°50'31"E	208.79'	209.23'
C-2	935.00'	04°03'29"	N 29°16'54"E	66.21'	66.22'

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. 08, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358



CHAPARRAL ROAD WIDENING		
EXHIBIT <u> A </u>		
PAGE <u> 3 </u> OF <u> 4 </u>		
PARCEL NO. 2ROW		
OWNER: DIVERSICON, INC.		
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS		
PERMANENT RIGHT-OF-WAY ACQUISITION ACREAGE: 1.053 ACRES		
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)		
JOB NO. 0708-2098	DRAWN BY: T.T.W.	CADD FILE: 2098 ESMT.dwg
PAGE 1 OF 2	DATE: MARCH 27, 2009	SCALE: 1" = 80'
GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768		

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

**CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2TE**

**TEMPORARY CONSTRUCTION EASEMENT
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS**

Being a temporary construction easement situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 16 degrees 52 minutes 45 seconds and whose chord bears North 22 degrees 52 minutes 15 seconds East, a chord distance of 274.45 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 275.45 feet to a point for the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of Chaparral Drive (a variable width right-of-way); **THENCE** North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way); **THENCE** South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the existing west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 77.57 feet to the **POINT OF BEGINNING** of the herein described temporary construction easement, said point having grid coordinates of N=7,077,960.44 and E=2,528,997.14, said point also being in the west line of said Lot 1, said point also being the southeast corner of a Street, Drainage, Utility and Slope Easement as shown on Plat of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas;

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west line of said Lot 1, a distance of 25.34 feet to a point for corner from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 144.67 feet;

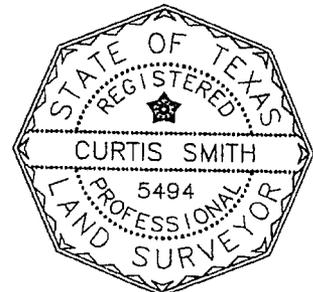
- THENCE** North 88 degrees 55 minutes 04 seconds West, a distance of 57.22 feet to a point for corner;
- THENCE** North 01 degrees 04 minutes 56 seconds East, a distance of 40.00 feet to a point for corner in the proposed south right-of-way line of said Chaparral Drive;
- THENCE** North 89 degrees 30 minutes 45 seconds East, with the proposed south right-of-way line of said Chaparral Drive, a distance of 2.48 feet to a point for corner in the west line of said Street, Drainage, Utility and Slope Easement;
- THENCE** South 00 degrees 21 minutes 09 seconds East, with the west line of said Street, Drainage, Utility and Slope Easement, a distance of 17.04 feet to a point for the southwest corner of said Street, Drainage, Utility and Slope Easement;
- THENCE** North 89 degrees 32 minutes 15 seconds East, with the south line of said Street, Drainage, Utility and Slope Easement, a distance of 60.19 feet to the **POINT OF BEGINNING** and containing 1,475 square feet or 0.034 acres of land, more or less.

Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: May 1, 2009

By: 

Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494

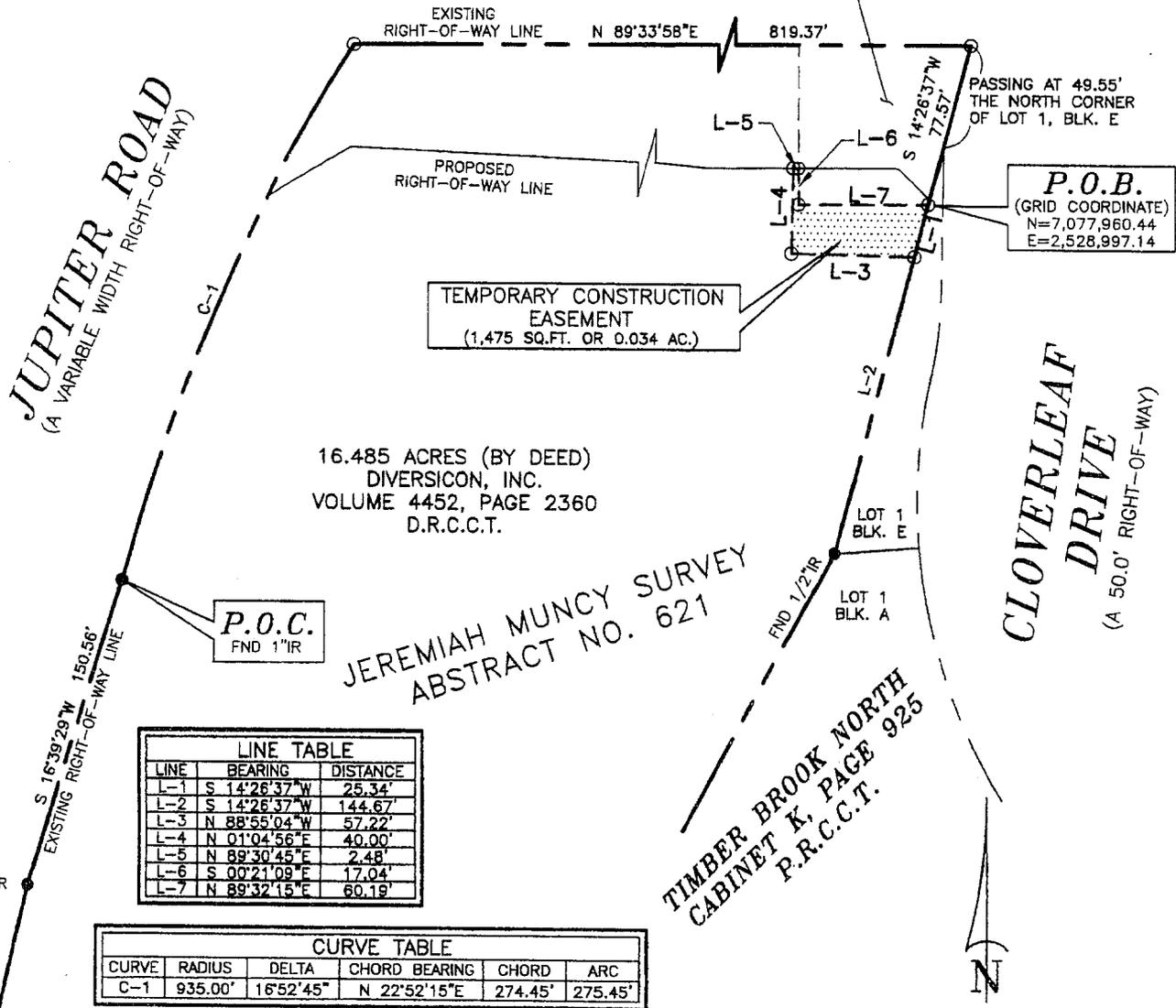


2-16

EXHIBIT "B"

CHAPARRAL DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

STREET, DRAINAGE, UTILITY AND SLOPE EASEMENT AS SHOWN ON PLAT OF TIMBER BROOK NORTH CABINET K, PAGE 925 P.R.C.C.T.



P.O.B.
(GRID COORDINATE)
N=7,077,960.44
E=2,528,997.14

TEMPORARY CONSTRUCTION EASEMENT
(1,475 SQ.FT. OR 0.034 AC.)

16.485 ACRES (BY DEED)
DIVERSICON, INC.
VOLUME 4452, PAGE 2360
D.R.C.C.T.

P.O.C.
FND 1"R

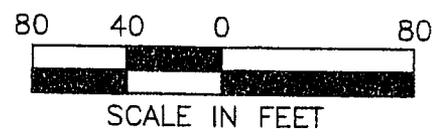
JEREMIAH MUNCY SURVEY
ABSTRACT NO. 621

TIMBER BROOK NORTH
CABINET K, PAGE 925
P.R.C.C.T.

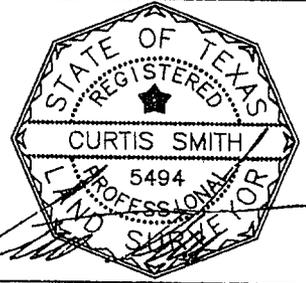
LINE	BEARING	DISTANCE
L-1	S 14°26'37"W	25.34'
L-2	S 14°26'37"W	144.67'
L-3	N 88°55'04"W	57.22'
L-4	N 01°04'56"E	40.00'
L-5	N 89°30'45"E	2.48'
L-6	S 00°21'09"E	17.04'
L-7	N 89°32'15"E	60.19'

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	16°52'45"	N 22°52'15"E	274.45'	275.45'

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. 08, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.



THE CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358



CHAPARRAL ROAD WIDENING

PARCEL NO. 2TE
OWNER: DIVERSICON, INC.
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS
TEMPORARY CONSTRUCTION EASEMENT ACREAGE: 0.034 ACRES
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)

JOB NO. 0708-2098
PAGE 1 OF 1
GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768

DRAWN BY: T.T.W.
DATE: MAY 1, 2009
SCALE: 1" = 80'

CADD FILE: 2098 ESMT.dwg

EXHIBIT B
PAGE 3 OF 3

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

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

SPECIAL WARRANTY DEED

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

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

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

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

SPECIAL WARRANTY DEED

N:\REAL ESTATE\SPECIAL WARRANTY DEED-DIVERSICON.DOC(8/3/09-WS)

EXHIBIT C PAGE 1
PAGE 1 OF ?

9-18

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

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

EXECUTED this _____ day of _____, 20____.

DIVERSICON, INC.

By _____

Name: _____

Title: _____

Address: 1455 Halsey Way
Carrollton, Texas 75007

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

After Recording Please Return To:

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

2-19

EXHIBIT "A"
CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2ROW

RIGHT-OF-WAY ACQUISITION
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS

Being a 1.053 acre tract of land situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said 1.053 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod also being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 12 degrees 49 minutes 16 seconds and whose chord bears North 20 degrees 50 minutes 31 seconds East, a chord distance of 208.79 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 209.23 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the **POINT OF BEGINNING** of the herein described 1.053 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" having grid coordinates of N=7,077,971.60 and E=2,528,164.89, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the proposed south right-of-way of Chaparral Drive (a variable width right-of-way), said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the beginning of a curve to the right having a radius of 935.00 feet, a central angle of 04 degrees 03 minutes 29 seconds and whose chord bears North 29 degrees 16 minutes 54 seconds East, a chord distance of 66.21 feet;

THENCE with said curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 66.22 feet to a point for the northwest corner of said 16.485 acre tract of land, said point being the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of said Chaparral Drive;

THENCE North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way);

EXHIBIT C
PAGE 3 **OF** 7

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 75.03 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed south right-of-way line of said Chaparral Drive, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the west line of said Lot 1, from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 172.55 feet;

THENCE North 45 degrees 06 minutes 08 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 20.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 89 degrees 30 minutes 45 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 347.05 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE North 89 degrees 07 minutes 42 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 456.10 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 57 degrees 34 minutes 49 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 18.22 feet to the **POINT OF BEGINNING** and containing 45,880 square feet or 1.053 acres of land, more or less.

Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: March 27, 2009

By: 
Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494

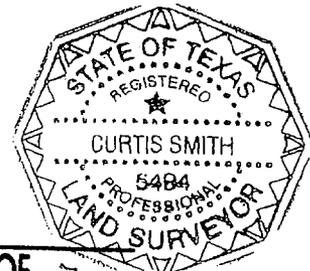
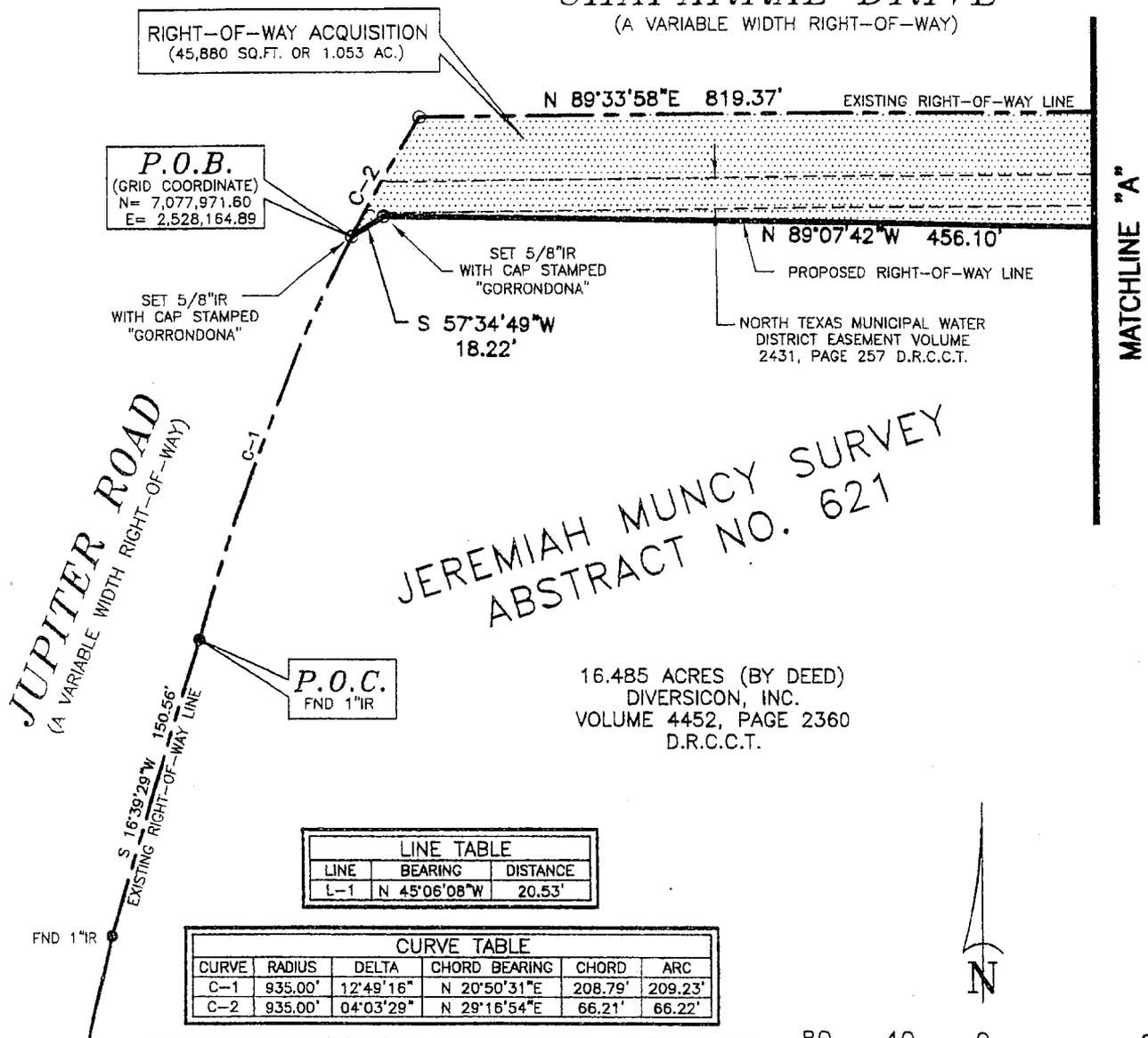


EXHIBIT C
PAGE 4 OF 7

EXHIBIT "B"

CHAPARRAL DRIVE

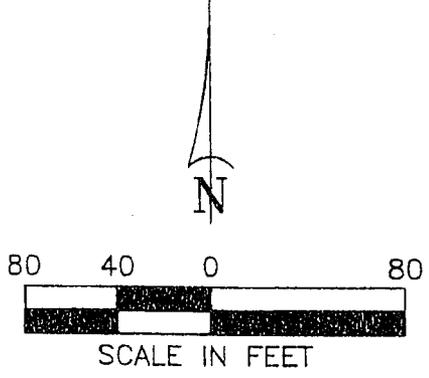
(A VARIABLE WIDTH RIGHT-OF-WAY)



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 45°06'08"W	20.53'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	12°49'16"	N 20°50'31"E	208.79'	209.23'
C-2	935.00'	04°03'29"	N 29°16'54"E	66.21'	66.22'

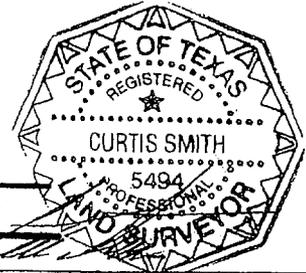
NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. O8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358

CHAPARRAL ROAD WIDENING

PARCEL NO. 2ROW	OWNER: DIVERSICON, INC.	LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS	PERMANENT RIGHT-OF-WAY ACQUISITION ACREAGE: 1.053 ACRES	WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)
JOB NO. 0708-2098	DRAWN BY: T.T.W.	CADD FILE: 2098 ESMT.dwg	DATE: MARCH 27, 2009	SCALE: 1" = 80'
PAGE 1 OF 2	GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768			



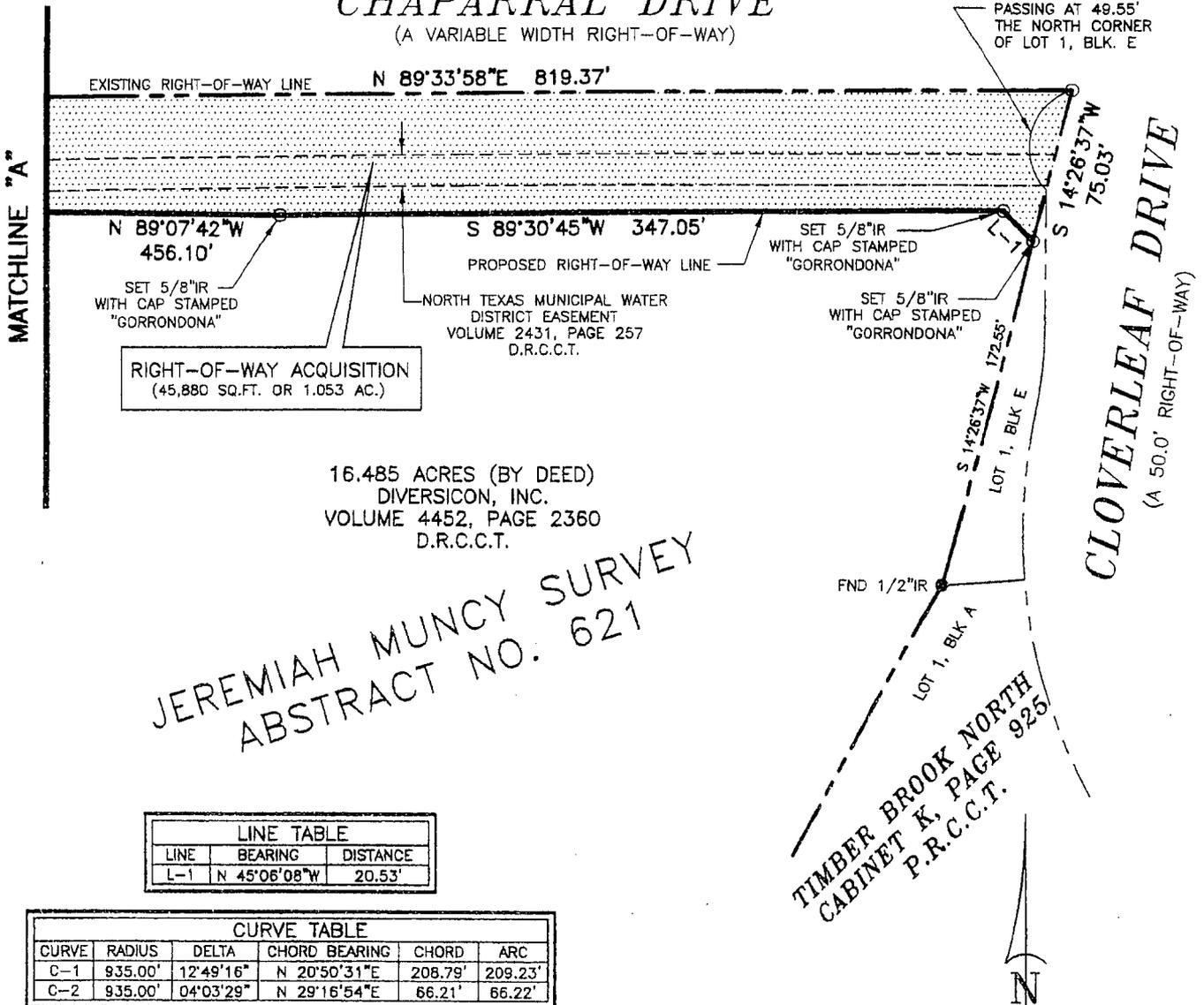
CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

9-22

EXHIBIT "B"

CHAPARRAL DRIVE

(A VARIABLE WIDTH RIGHT-OF-WAY)



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 45°06'08"W	20.53'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	12°49'16"	N 20°50'31"E	208.79'	209.23'
C-2	935.00'	04°03'29"	N 29°16'54"E	66.21'	66.22'

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. O8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.

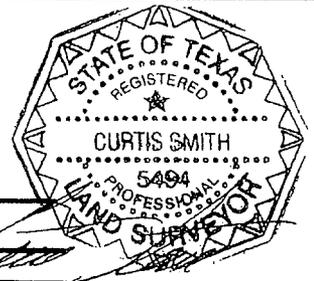


CITY OF PLANO, TEXAS

1520 AVENUE K • PLANO, TEXAS 75086-0358

CHAPARRAL ROAD WIDENING

PARCEL NO. 2ROW	EXHIBIT C
OWNER: DIVERSICON, INC.	PAGE 4 OF 2
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS	
PERMANENT RIGHT-OF-WAY ACQUISITION ACREAGE: 1.053 ACRES	
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)	
JOB NO. 0708-2098	DRAWN BY: T.T.W.
PAGE 2 OF 2	DATE: MARCH 27, 2009
GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768	CADD FILE: 2098 ESMT.dwg
	SCALE: 1" = 80'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

EXHIBIT "B"
PERMITTED EXCEPTIONS

Easement granted by Kenneth S. Burleson and wife, Susan Jane Burleson, to North Texas Municipal Water District, dated 08/04/1986, filed 08/07/1986, recorded in Volume 2431, Page 257, Real Property Records of Collin County, Texas, and as shown on survey of Curtis Smith, R.P.L.S. #5494, dated 10/24/2008.

Easement granted by Susan J. Burleson to the City of Plano, Texas, dated 04/27/1999, filed 05/24/1999, recorded in Volume 4422, Page 1364, Real Property Records of Collin County, Texas.

All of the mineral estate including oil, gas and other minerals in, on and under the land, royalty interests, royalties, bonuses, delay rentals, and all other rights in connection therewith including but not limited to the right of access, ingress and egress, owned or held by any lessee or mineral owner, on, over or across the insured land for the purpose of exploring for, producing, storing or transporting any of said minerals.

2-24

EXHIBIT C
PAGE 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

THAT, DIVERSICON, INC., a Texas corporation, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of grading a drainage channel in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

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

This Temporary Construction Easement will expire at such time that the public improvement project described as Chaparral Road Widening From Avenue K to East City Limit is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

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

SIGNED this _____ day of _____, 20____.

DIVERSICON, INC.

By: _____

Name: _____

Title: _____

Address: 1455 Halsey Way
Carrollton, Texas 75007

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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

9-26

**CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2TE**

**TEMPORARY CONSTRUCTION EASEMENT
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS**

Being a temporary construction easement situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 16 degrees 52 minutes 45 seconds and whose chord bears North 22 degrees 52 minutes 15 seconds East, a chord distance of 274.45 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 275.45 feet to a point for the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of Chaparral Drive (a variable width right-of-way); **THENCE** North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way); **THENCE** South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the existing west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 77.57 feet to the **POINT OF BEGINNING** of the herein described temporary construction easement, said point having grid coordinates of N=7,077,960.44 and E=2,528,997.14, said point also being in the west line of said Lot 1, said point also being the southeast corner of a Street, Drainage, Utility and Slope Easement as shown on Plat of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas;

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west line of said Lot 1, a distance of 25.34 feet to a point for corner from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 144.67 feet;

EXHIBIT D
PAGE 3 OF 5

THENCE North 88 degrees 55 minutes 04 seconds West, a distance of 57.22 feet to a point for corner;

THENCE North 01 degrees 04 minutes 56 seconds East, a distance of 40.00 feet to a point for corner in the proposed south right-of-way line of said Chaparral Drive;

THENCE North 89 degrees 30 minutes 45 seconds East, with the proposed south right-of-way line of said Chaparral Drive, a distance of 2.48 feet to a point for corner in the west line of said Street, Drainage, Utility and Slope Easement;

THENCE South 00 degrees 21 minutes 09 seconds East, with the west line of said Street, Drainage, Utility and Slope Easement, a distance of 17.04 feet to a point for the southwest corner of said Street, Drainage, Utility and Slope Easement;

THENCE North 89 degrees 32 minutes 15 seconds East, with the south line of said Street, Drainage, Utility and Slope Easement, a distance of 60.19 feet to the **POINT OF BEGINNING** and containing 1,475 square feet or 0.034 acres of land, more or less.

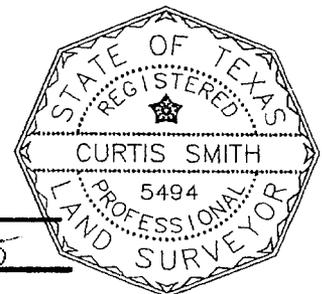
Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: May 1, 2009

By: 

Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494

EXHIBIT D
PAGE 4 OF 5

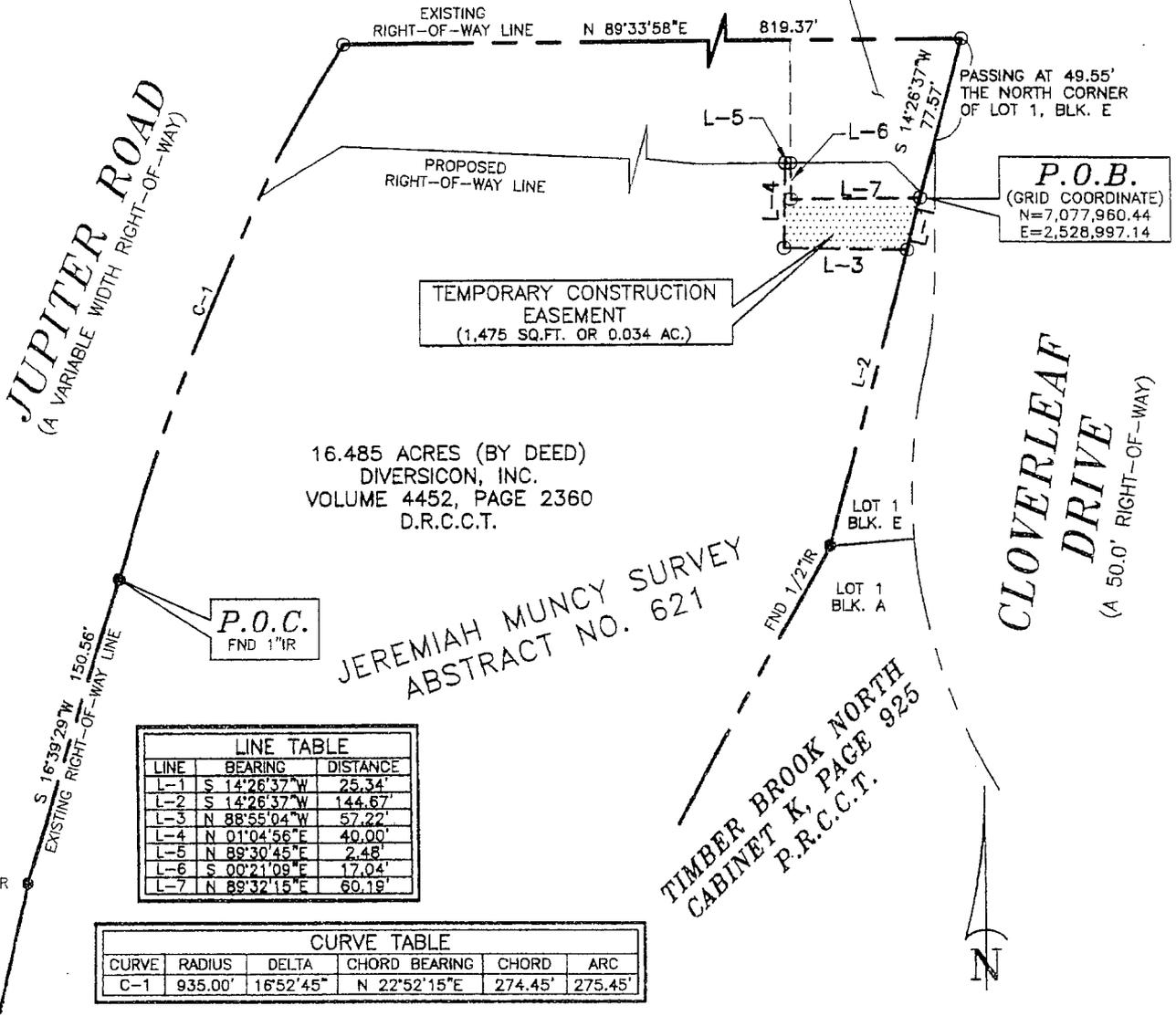


9-28

EXHIBIT "B"

CHAPARRAL DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

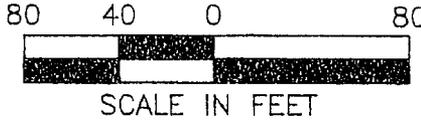
STREET, DRAINAGE, UTILITY AND SLOPE
EASEMENT AS SHOWN ON PLAT OF
TIMBER BROOK NORTH
CABINET K, PAGE 925 P.R.C.C.T.



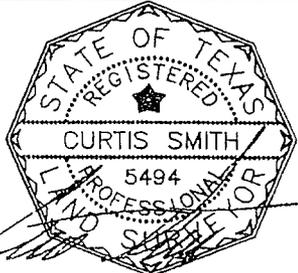
LINE	BEARING	DISTANCE
L-1	S 14°26'37"W	25.34'
L-2	S 14°26'37"W	144.67'
L-3	N 88°55'04"W	57.22'
L-4	N 01°04'56"E	40.00'
L-5	N 89°30'45"E	2.48'
L-6	S 00°21'09"E	17.04'
L-7	N 89°32'15"E	60.19'

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	16°52'45"	N 22°52'15"E	274.45'	275.45'

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. 08, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.

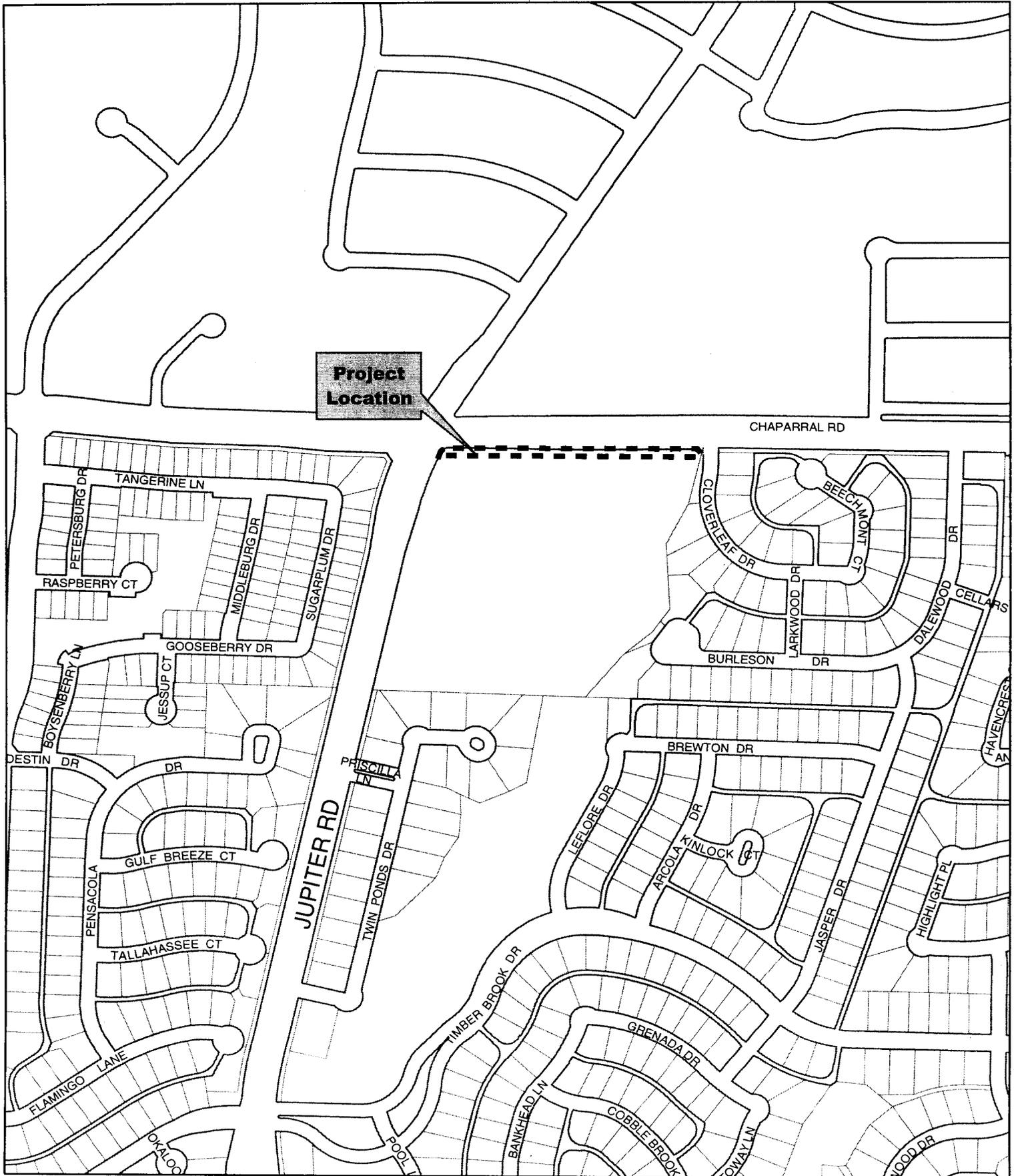


THE CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358



CHAPARRAL ROAD WIDENING		
PARCEL NO. 2TE	EXHIBIT	D
OWNER: DIVERSICON, INC.	PAGE	3 OF 5
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS		
TEMPORARY CONSTRUCTION EASEMENT ACREAGE: 0.034 ACRES		
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)		
JOB NO. 0708-2098	DRAWN BY: T.T.W.	CADD FILE: 2098 ESMT.dwg
PAGE 1 OF 1	DATE: MAY 1, 2009	SCALE: 1" = 80'
GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768		

Chaparral Road Widening





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DB	9-1-09
Council Meeting Date:	9/14/2009	Budget	CS	9-1-09
Department:	Customer Utility Services	Legal	PLA	
Department Head	Mark Israelson	Assistant City Manager	MM	9/1/2009
Dept Signature:		Deputy City Manager	RSD	9-1-09
		City Manager	JRM	9/2/09
Agenda Coordinator (include phone #):		Nancy Rodriguez X7510		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FINDING THAT THE CURRENT RATES OF COSERV GAS LTD. ARE UNREASONABLE; APPROVING COSERV GAS LTD.'S REVISED AND UNCONTESTED TARIFFS; SETTING THE EFFECTIVE DATE OF NEW TARIFFS AS OCTOBER 1, 2009; FINDING RATE CASE EXPENSES REASONABLE; FINDING THAT ANY RELIEF REQUESTED BY COSERV GAS LTD. NOT SPECIFICALLY GRANTED HEREIN IS DENIED; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR NOTICE OF THIS ORDINANCE TO COSERV GAS LTD.; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE; A SAVINGS CLAUSE; A PUBLICATION CLAUSE; AND 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:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	90,601	0	90,601
Encumbered/Expended Amount	0	0	0	0
This Item	0	7,565	0	7,565
BALANCE	0	98,166	0	98,166
FUND(s): GENERAL FUND (01)				
COMMENTS: This item approves the natural gas rates and tariffs charged within Plano City limits for COSERV GAS LTD customers effective October 1, 2009. The annual financial impact of this change to City Franchise fees collected from COSERV GAS LTD. is estimated at \$7,565. STRATEGIC PLAN GOAL: Changes to ordinances regarding utility company rates and tariffs relate to the City's Goal of "Premier City in Which to Live" and "Service Excellence".				
SUMMARY OF ITEM				
This ordinance approves revised tariffs for CoServ Gas negotiated through the Coalition of Cities Served by CoServ with CoServ Gas allowing the city to evaluate the reasonableness of natural gas rates charged within the City of Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo to City Council				

MEMORANDUM

DATE: September 14, 2009

TO: City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant City Manager 

RE: Ordinance Adopting Revised Tariffs for CoServ Gas Ltd.

PURPOSE

This ordinance represents the City's exercise of its original jurisdiction to evaluate the reasonableness of natural gas rates charged within city limits. The ordinance approves CoServ Gas Ltd.'s ("CoServ" or "Company") revised tariffs applicable to residential and commercial service in the City of Plano. The revised tariffs reflect the agreement reached between the Coalition of Cities Served by CoServ ("Cities"), of which the City of Plano is a member, and Company regarding CoServ's Statement of Intent to increase rates. Total cost for all cities participation in this rate case was \$59,400 (Attachment A) and will be recovered from ratepayers.

DISCUSSION

CoServ filed its Statement of Intent to increase rates with all of the cities in its service area on or about December 18, 2008. The adjustment in rates requested by CoServ, if approved, would have resulted in additional annual revenue of \$2,915,367 to the Company. Annual base revenue would have increased 19.7 percent across the service area and most of the impact would have fallen on the residential class.

Connie Cannady, Cities' expert hired to analyze the Company's request, issued a report on March 23, 2009. Ms. Cannady determined that, based upon the information filed by the Company, it was reasonable to increase CoServ's annual revenues. However, Ms. Cannady concluded that the Company's request to increase revenues by \$2,915,367 was excessive and unreasonable.

In an effort to avoid costly litigation, Cities pursued the possibility of settlement with the Company. Based upon Ms. Cannady's analysis and additional information supplied by the Company through informal discovery, Cities determined a range of revenue increases upon which settlement would be reasonable. The \$1.3 million annual revenue increase agreed to by the Cities and CoServ is within that range of reasonable alternatives.

CoServ initially requested a rate design that would have imposed a flat fee to recover all elements of the cost of service. Cities resisted the various proposals to flatten rates and to

increase customer charges. CoServ requested a residential base rate increase of 26.2 percent. The Ordinance cuts that residential increase to 8.35 percent. The commercial base rate increase under the Ordinance is 26.2 percent, but it is important to realize that commercial base rate charges are less percentage of the total commercial bill than residential base rate charges are to the total residential bill. (The Settlement produces rates that reflect the same monthly customer charges currently in place for Atmos—\$7.00 for residential and \$13.50 for commercial. Attachment B.)

The City must take action on CoServ's request to adjust rates by September 20, 2009, or it will lose jurisdiction to consider the request and the Company would have the legal right to implement its original request. Upon passage of the Ordinance, new rates will become effective October 1, 2009. The original Effective Date was January 23, 2009. In order to continue working on a settlement agreement CoServ extended its proposed Effective Date on several occasions. The law provides that Cities may suspend a proposed Effective Date for 90 days. September 20, 2009 will be the 90th day from the date of the most recent extension to the Effective Date. When measuring the current Effective Date against the original proposed Effective Date, ratepayers have avoided **\$2.0 million** in comparison to the Company's Statement of Intent and **\$800,000** in comparison to the rates reflected in the Ordinance.

RECOMMENDATION

The staff recommends that the City Council adopt the attached ordinance and revised tariffs adjusting CoServ's rates effective October 1, 2009. The ordinance establishes reasonable rates and represents an optimal resolution of CoServ's Statement of Intent to adjust rates.

CoServ Gas, Ltd.
Rate Case Expenses

Summary by Vendor	
Dively & Associates	227,047.47 Filing Preparation and Case Assistance
Hays & Owens	55,898.51 Filing Preparation and Case Assistance
Financial Concepts and Applications	15,450.00 Filing Preparation and Case Assistance
City of Plano	29,420.68 City Expenses
Lloyd Gosselink Attorneys at Law	3,405.02 City Expenses
Denton Record Chronicle	850.00 Notice
Star-Telegram Inc	1,310.36 Notice
The Dallas Morning News	5,057.00 Notice
Stone Computer	649.18 Binding Materials for Filing and Working Papers
FedEx	227.35 Delivery of Bound Materials
FedEx Office	367.34 Printing of Filing and Working Papers
Total	<u>339,702.91</u>
City Billings Not Yet Paid	4,966.00
City Retainage Due on Above	3,647.30
Hays & Owens Not Yet Paid	10,113.00
Dively & Associates Not Yet Paid	1,665.00
Estimate to Complete - Cities	18,000.00 Per Gay
Estimate to Complete - Dively	3,500.00
Estimate to Complete - Hays	<u>385,094.21</u>

Summary by Party

CoServ	325,855.21
Cities	59,439.00
	<u>385,094.21</u>

Detailed List of Invoices

Vendor	Invoice Number	Invoice Date	Invoice Amount	Description
Dively & Associates	5224	3/10/2008	2,625.00	Reg - 2008 Rate Case
Dively & Associates	5240	3/25/2008	3,850.00	Reg - 2008 Rate Case
Dively & Associates	5263	4/8/2008	1,805.65	Reg - 2008 Rate Case
Dively & Associates	5290	5/6/2008	10,431.25	Reg - 2008 Rate Case
Dively & Associates	5300	5/20/2008	12,537.50	Reg - 2008 Rate Case
Dively & Associates	5317	6/3/2008	2,497.50	Reg - 2008 Rate Case
Dively & Associates	5331	6/16/2008	7,613.75	Reg - 2008 Rate Case
Dively & Associates	5349	7/1/2008	8,113.75	Reg - 2008 Rate Case
Dively & Associates	5359	7/15/2008	6,511.25	Reg - 2008 Rate Case
Dively & Associates	5373	7/29/2008	14,595.00	Reg - 2008 Rate Case
Dively & Associates	5387	8/12/2008	9,840.00	Reg - 2008 Rate Case
Dively & Associates	5403	8/25/2008	15,198.75	Reg - 2008 Rate Case
Dively & Associates	5418	9/8/2008	14,580.00	Reg - 2008 Rate Case
Dively & Associates	5429	9/22/2008	17,460.00	Reg - 2008 Rate Case
Dively & Associates	5445	10/7/2008	16,048.75	Reg - 2008 Rate Case
Dively & Associates	5458	10/20/2008	11,576.75	Reg - 2008 Rate Case
Dively & Associates	5472	11/4/2008	6,687.50	Reg - 2008 Rate Case
Dively & Associates	5486	11/18/2008	3,661.25	Reg - 2008 Rate Case

Vendor	Invoice Number	Invoice Date	Invoice Amount	Description
Dively & Associates	5504	12/3/2008	6,001.25	Reg - 2008 Rate Case
Dively & Associates	5522	12/19/2008	14,957.52	Reg - 2008 Rate Case
Dively & Associates	5536	12/31/2008	2,667.50	Reg - 2008 Rate Case
Dively & Associates	5547	1/13/2009	4,443.75	Reg - 2008 Rate Case
Dively & Associates	5565	1/28/2009	740.00	Reg - 2008 Rate Case
Dively & Associates	5582	2/10/2009	647.50	Reg - 2008 Rate Case
Dively & Associates	5596	2/23/2009	2,608.75	Reg - 2008 Rate Case
Dively & Associates	5610	3/11/2009	1,890.00	Reg - 2008 Rate Case
Dively & Associates	5638	4/7/2009	4,276.30	Reg - 2008 Rate Case
Dively & Associates	5651	4/22/2009	7,585.00	Reg - 2008 Rate Case
Dively & Associates	5663	5/5/2009	4,646.25	Reg - 2008 Rate Case
Dively & Associates	5687	5/26/2009	5,770.00	Reg - 2008 Rate Case
Dively & Associates	5689	6/2/2009	1,295.00	Reg - 2008 Rate Case
Dively & Associates	5701	6/16/2009	2,220.00	Reg - 2008 Rate Case
Dively & Associates	5714	6/30/2009	740.00	Reg - 2008 Rate Case
Dively & Associates	5743	7/30/2009	925.00	Reg - 2008 Rate Case
Financial Concepts and Applications	01668	10/31/2008	3,300.00	2008 Rate Case
Financial Concepts and Applications	123108	12/31/2008	1,200.00	2008 Rate Case
Financial Concepts and Applications	33108	3/31/2009	2,100.00	2008 Rate Case
Financial Concepts and Applications	43009	4/30/2009	8,850.00	2008 Rate Case
Hays & Owens	1200/34	5/23/2008	455.20	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	5/31/2008	623.28	Re: CoServ Rate Case - 2008
Hays & Owens	1200/32	7/17/2008	490.00	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	8/15/2008	595.90	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	8/31/2008	2,105.00	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	10/20/2008	6,304.12	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	11/25/2008	1,210.48	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	12/17/2008	3,728.00	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	1/28/2009	4,927.90	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	2/20/2009	2,223.50	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	3/20/2009	315.90	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	4/20/2009	5,647.20	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	5/18/2009	14,133.53	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	6/15/2009	9,543.00	Re: CoServ Rate Case - 2008
Hays & Owens	1200/34	7/20/2009	3,595.50	Re: CoServ Rate Case - 2008
City of Plano	39215	1/20/2009	1,749.79	Lloyd Gosselink Invoice 39215 per 2008 Rate Case
City of Plano	70909	7/9/2009	27,670.89	90% Lloyd Gosselink Legal Invoices per 2008 Rate Case
Lloyd Gosselink Attorneys at Law	41819	7/22/2009	3,405.02	90% Lloyd Gosselink Legal Invoices per 2008 Rate Case
Denton Record Chronicle	010509	1/5/2009	850.00	Ad: Notice of Gas Rate Change
Star-Telegram Inc	010509	1/5/2009	1,310.36	Ad: Notice of Gas Rate Change
The Dallas Morning News	010509	1/5/2009	5,057.00	Ad: Notice of Gas Rate Change
Stone Computer	3-251112-01	12/19/2008	649.18	5" S-Ring Binders for Rate Case
FedEx	9-029-85168	12/25/2008	197.35	Rate Case Files to Austin
FedEx	9-052-81460	1/15/2009	30.00	2008 Rate Case
FedEx Office	123100	1/25/2009	387.34	Printing re: 2008 Rate Case
			<u>\$ 339,702.91</u>	

CoServ Gas, Ltd.
Impact on Customer Bills, Excluding Taxes
Test Year Ended June 30, 2008

Summary

	<u>Residential</u>	<u>Commercial</u>
Dollar Increase per Month	1.48	20.38
% Increase with Gas	2.17%	3.52%
% Increase excluding Gas	8.35%	22.45%

Residential Customers

	<u>Settlement</u>	<u>Current</u>	<u>Increase</u>	<u>% Increase</u>
Customer Charge	7.00	9.00	(2.00)	
Volumetric Charge	12.23	8.75	3.48	
Total Base	19.23	17.75	1.48	8.35%
Gas	50.58	50.58	-	
Total Including Gas	69.82	68.34	1.48	2.17%

Commercial Customers

	<u>Settlement</u>	<u>Current</u>	<u>Increase</u>	<u>% Increase</u>
Customer Charge	13.50	15.50	(2.00)	
Volumetric Charge	97.67	75.29	22.38	
Total Base	111.17	90.79	20.38	22.45%
Gas	488.09	488.09	-	
Total Including Gas	599.27	578.88	20.38	3.52%

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FINDING THAT THE CURRENT RATES OF COSERV GAS LTD. ARE UNREASONABLE; APPROVING COSERV GAS LTD.'S REVISED AND UNCONTESTED TARIFFS; SETTING THE EFFECTIVE DATE OF NEW TARIFFS AS OCTOBER 1, 2009; FINDING RATE CASE EXPENSES REASONABLE; FINDING THAT ANY RELIEF REQUESTED BY COSERV GAS LTD. NOT SPECIFICALLY GRANTED HEREIN IS DENIED; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR NOTICE OF THIS ORDINANCE TO COSERV GAS LTD.; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE; A SAVINGS CLAUSE; A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2008, CoServ Gas Ltd. ("CoServ" or "Company"), filed with the City of Plano a Statement of Intent to change gas rates in all municipalities within the CoServ System; and,

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company's Statement of Intent as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and,

WHEREAS, the City suspended the initial effective date of CoServ's rate request, and CoServ subsequently extended the effective date of the rate increase to allow the City to investigate the Company's filing and to consider settlement of the request; and,

WHEREAS, failure to take action regarding CoServ's rate request by September 20, 2009, will cause CoServ's filed request to become effective for all CoServ customers within the municipal limits; and,

WHEREAS, the City joined the Coalition of Cities Served by CoServ ("Cities"), a group of other cities similarly affected by CoServ's rate request to jointly hire counsel and an independent consultant to review CoServ's application; and,

WHEREAS, after consideration of the Company's filing and the report issued by Cities' expert, the City concludes that CoServ's current rates are unreasonable and should be changed; and,

WHEREAS, the Company and Cities have reached an agreement as to CoServ's filed request to increase rates conditioned upon final approval by Cities; and,

WHEREAS, the Company's requested increase in system-wide annual revenues of \$2,915,367 is excessive, and the Company has agreed to an increase in system-wide base revenues of \$1,300,000, and to retain its current schedule of miscellaneous service charges; and,

WHEREAS, Cities' rate case expenses incurred in this proceeding are reasonable and necessary in the amount specified below and should be reimbursed by CoServ; and,

WHEREAS, the Company's rate case expenses in the amount specified below are reasonable and necessary; and

WHEREAS, the City has reviewed the tariffs proposed by the Company in settlement between the Company and the Coalition of Cities Served by CoServ and has determined that approval of the tariffs is in the best interest of the City and its residents, results in just and reasonable rates, and, therefore, should be approved by the City; and,

WHEREAS, since the Company filing is based upon system-wide standardized rates and tariffs, it would be inappropriate for any city or residents of any city to receive benefits not enjoyed by the entire system.

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

Section I. It is in the best interest of the City and its residents to adopt the revised tariffs attached hereto to this Ordinance as Exhibit A that reflect the settlement agreement reached between CoServ and the Coalition of Cities Served by CoServ.

Section II. The adoption of the attached revised tariffs provides for just and reasonable rates to be charged system-wide by the Company.

Section III. Cities rate case expenses in the amount of \$59,439 are reasonable and necessary and shall be reimbursed by CoServ. CoServ's rate case expenses are found to be reasonable and necessary in the amount of \$325,655. Rate case expenses shall be recovered as provided in Rate Schedule 9 (RIDER RCE – RATE CASE EXPENSES) of the tariffs in Exhibit A hereto, using surcharge of \$0.00271 per Ccf, including interest as specified in the Rider.

Section IV. The effective date of the new tariffs is October 1, 2009.

Section V. No specific rate base, return, revenue or cost adjustments or rate making methodologies are approved in reaching the revenue requirements settlement that leads to the rates and charges adopted by this ordinance.

Section VI. Relief requested by CoServ not specifically addressed herein is denied.

Section VII. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section VIII. A copy of this ordinance, constituting final action on the CoServ application, be forwarded to the appropriate designated representative of the Company, Charles D. Harrell, Chief Financial Officer, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Geoffrey Gay, legal counsel to Cities, within 10 days.

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

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

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 1

TABLE OF CONTENTS

Applicable to: Entire System
Effective Date:

Page 1 of 1

<u>Rate Schedule</u>	<u>Description</u>
1.	TABLE OF CONTENTS
2.	UTILITY OPERATIONS
3.	CITY AND COUNTY SERVICE AREAS
4.	DEFINITIONS
5.	RATE R – RESIDENTIAL SALES
6.	RATE C – COMMERCIAL SALES
7.	RATE PGF – PURCHASED GAS FACTOR
8.	RIDER PSF – PIPELINE SAFETY FEE
9.	RIDER RCE – RATE CASE EXPENSES
10.	RIDER WNA – WEATHER NORMALIZATION ADJUSTMENT
11.	RATE M – MISCELLANEOUS SERVICE CHARGES
12.	RATE Q – QUALITY OF SERVICE
13.	RATE CP – CURTAILMENT POLICY
14.	RATE DEP – CUSTOMER DEPOSITS

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 2

UTILITY OPERATIONS

Applicable to: Entire System
Effective Date:

Page 1 of 1

CoServ Gas, Ltd. owns and operates a natural gas distribution system that provides natural gas service in Texas.

The following will respond to inquiries regarding provisions of this Tariff for Gas Service:

Tariff Coordinator
CoServ Gas, Ltd.
7701 South Stemmons
Corinth, Texas 76210
Telephone: (940) 321-7800
Email Address: tariff@coserv.com

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 3

CITY AND COUNTY SERVICE AREAS

Applicable to: Entire System
Effective Date:

Page 1 of 1

CITIES & TOWNS

Allen
Argyle
Bartonville
Celina
Corinth
Cross Roads
Denton
Double Oak
Fairview
Flower Mound
Fort Worth
Frisco
Highland Village
Little Elm
Lewisville
Lucas
McKinney
Murphy
Parker
Plano
Ponder
Prosper
St. Paul
Shady Shores
The Colony
Wylie

COUNTIES

Denton
Collin
Kaufman

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 4

DEFINITIONS

Applicable to: Entire System
Effective Date:

Page 1 of 1

COMMERCIAL CUSTOMER – A customer, other than a residential customer, and not otherwise covered by a contract under the contract rate provisions of Section 104.003 of the Texas Utilities Code.

COMMISSION - The Railroad Commission of Texas

COMPANY - CoServ Gas, Ltd., its successors, and its assigns

CUSTOMER - An individual, family, partnership, association, joint venture, corporation, etc., or governmental agency who is receiving or who is receiving the benefit of gas service at a specified point of delivery

RATE SCHEDULE - A statement of the method of determining charges for Gas Service, including the conditions under which such method applies.

RESIDENTIAL CUSTOMER - Unless otherwise specified in the rate schedule, a customer whose service is separately and individually metered in an individual private Dwelling Unit or in an individually metered apartment, condominium, or similar dwelling and who uses natural gas primarily for Residential End Uses and occupies the building.

RESIDENTIAL END USES - Heating, space heating, cooking, water heating, and other similar type uses in a dwelling.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 5

RATE R - RESIDENTIAL SALES

Applicable to: Entire System
Effective Date:

Page 1 of 2

Application of Schedule

Schedule applies to all Residential Customers.

Monthly Base Rate

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$ 7.00 per month, plus
Volumetric Charge	\$.19771 per Ccf

Purchased Gas Factor

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with Rate PGF - Purchased Gas Factor.

Taxes

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable. Gross receipts taxes and municipal franchise fees will only be charged to customers within the incorporated areas.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 5

RATE R - RESIDENTIAL SALES

Applicable to: Entire System
Effective Date:

Page 2 of 2

Surcharges

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s): Rider PSF, and Rider RCE.

Line Extension Policy

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 6

RATE C - COMMERCIAL SALES

Applicable to: Entire System
Effective Date:

Page 1 of 2

Application of Schedule

Schedule applies to all commercial customers.

Monthly Base Rate

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$13.50 per month, plus
Volumetric Charge	\$.23043 per Ccf

Purchased Gas Factor

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with Rate PGF - Purchased Gas Factor.

Taxes

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable. Gross receipts taxes and municipal franchise fees will only be charged to customers within the incorporated areas.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 6

RATE C - COMMERCIAL SALES

Applicable to: Entire System
Effective Date:

Page 2 of 2

Surcharges

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s): Rider PSF, and Rider RCE.

Line Extension Policy

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 7

RATE PGF – PURCHASED GAS FACTOR

Applicable to: Entire System
Effective Date:

Page 1 of 5

Purpose and Intent

This provision is intended to allow collection of the gas purchase costs of CoServ Gas, Ltd. (hereinafter “CoServ Gas” or the “Company”) in a manner that will lessen monthly fluctuations in the Purchased Gas Factor and ensure that actual costs billed to customers are fully reconciled with actual costs incurred, subject to limitations for excessive lost and unaccounted for gas. The billing methods set forth herein are intended to be followed to the extent the goals are realized. To the extent the billing methods fail to achieve these goals, the methodology shall be revised and a revised tariff filed to reflect such revisions. The Company will make appropriate regulatory filings and obtain regulatory approvals, as required, before making changes to its rates.

Applicability

This clause shall apply to all CoServ Gas tariffs that incorporate this Purchased Gas Factor provision and which have been properly filed and implemented with the appropriate jurisdictional authority.

Definitions

Standard Cubic Foot of Gas – the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit.

Ccf – one hundred standard cubic feet of gas.

Mcf – one thousand standard cubic feet of gas.

Purchased Gas Volumes – The volumes of gas, expressed in Mcf’s, purchased by the Company and received into the Company’s distribution systems from all sources, including withdrawals from storage, and excluding gas injected into storage.

Purchased Gas Cost(s) –The total cost of Purchased Gas Volumes, as received into the Company’s distribution systems, all as more specifically described herein.

Weighted Average Cost of Gas – The Purchased Gas Costs divided by the Purchased Gas Volumes, calculated on a monthly basis, and expressed as dollars per Mcf.

Billed Gas Volumes – The volumes of gas billed to customers, plus volumes of gas billed to third parties following losses or damages, expressed in Mcf’s

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

Rate Schedule 7

RATE PGF – PURCHASED GAS FACTOR

Applicable to: Entire System
Effective Date:

Page 2 of 5

Billed Gas Revenues – The total amount of revenues attributable to billings by CoServ for Purchased Gas Costs during a given period, exclusive of any billings for any Reconciliation Factor during the same period.

Lost and Unaccounted for Gas (LUG) – Purchased Gas Volumes minus the sum of Billed Gas Volumes and metered Company used gas.

Purchased Gas Factor (PGF) – A factor on each customer’s monthly bill, expressed in dollars per Ccf, to reflect the Purchase Gas Costs and the Reconciliation Factor, all as more specifically described herein.

Annual Review Period – The 12-month period ending June 30 of each year.

Annual Review – An annual review of the Company’s records covering the 12-month period ending June 30 to determine LUG volumes and any imbalances between the Purchased Gas Costs and Billed Gas Revenues existing at the end of the Annual Review Period.

Annual Imbalance Total – The total amount determined through the Annual Review to be credited or surcharged to customers’ bills, plus interest, in order to balance Purchased Gas Costs with Billed Gas Revenues.

Reconciliation Factor – A credit or surcharge included in the Purchased Gas Factor to reflect the pro-rated adjustment in billings for any over or under collections on an annual basis, inclusive of interest.

Record Keeping

The Company shall keep accurate records of all gas metered in and out of its system, gas purchases, and Company-owned gas injected into and withdrawn from storage, and any adjustments, including interest, relative to any imbalances. The records shall include date, quantity, and cost details for all gas handled.

Purchased Gas Cost Calculation

The Purchased Gas Cost shall be determined for each month to fairly and accurately reflect the cost to the Company at the points of delivery into the Company’s distribution systems. The determination shall include, but not be limited to, volumetric and demand charges for Purchased Gas Volumes, fees paid to others where such fees are integrally tied to the purchase or transportation of gas purchased by CoServ, pipeline transportation charges (both volumetric and demand), and gas storage charges (both volumetric and demand).

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

Rate Schedule 7

RATE PGF – PURCHASED GAS FACTOR

Applicable to: Entire System
Effective Date:

Page 3 of 5

The Company shall account for gas injected into and withdrawn from storage on a weighted average cost basis.

Purchased Gas Factor Calculation

Each customer bill shall include a Purchased Gas Factor reflecting the estimated Weighted Average Cost of Gas for the period covered by the bill, which estimate shall include, as applicable, a pro-rata amount to adjust for previous over or under estimates of the Weighted Average Cost of Gas; plus the total amount of gas cost determined to have been uncollectible, written off, and remaining unpaid; plus a Reconciliation Factor to account for any Annual Imbalance Total.

Annual Review

For each Annual Review Period, the Company shall determine (i) the amount of any imbalance between the Purchased Gas Costs and Billed Gas Revenues, and (ii) the LUG volume for the Annual Review Period. As limited by the LUG volume limitation set forth below, the Annual Imbalance Total shall then be credited or surcharged, together with interest, to the customers' bills over a twelve month period commencing each September 1 following the Annual Review Period.

Annual Imbalance Total -- LUG Volume less than five percent of Purchased Gas Volumes or LUG Volume is negative

If the Annual Review shows the LUG volume for the Annual Review Period to be less than five percent of the Purchased Gas Volumes, or if the LUG volume is negative (indicating a line gain), the Annual Imbalance Total shall be the difference between the total Purchased Gas Cost and the total Billed Gas Revenues for the Annual Review Period.

Annual Imbalance Total – LUG Volume is positive and is greater than five percent of Purchased Gas Volumes

If the Annual Review shows the LUG volume for the Annual Review Period to be positive and to be greater than five percent of the Purchased Gas Volumes, the Annual Imbalance Total shall be determined as follows:

- The difference between the total Purchased Gas Costs and the total Billed Gas Revenues for the Annual Review Period shall be determined;

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

Rate Schedule 7

RATE PGF – PURCHASED GAS FACTOR

Applicable to: Entire System
Effective Date:

Page 4 of 5

- Minus, the Purchased Gas Costs attributable to LUG volumes in excess of 5% of the Purchase Gas Volumes, using the Company's Weighted Average Cost of Purchased Gas for the Review Period.

Reconciliation Factor Calculation

The Annual Imbalance Total (whether positive or negative) shall be credited or surcharged over twelve months in equal total amounts per month, together with interest on the declining unrecovered or uncredited balance. The recovery shall be through a Reconciliation Factor included in the Purchased Gas Factor. The Reconciliation Factor for each month shall be determined as follows:

- The total interest to be collected or paid shall be computed by using a monthly interest factor equal to the annual interest rate divided by 12. The annual interest rate shall be the interest rate established pursuant to Section 183.003 of the Texas Utilities Code, as applicable to customer deposits, if any, of customers covered by this tariff, as such rate is in effect during the last month of the Annual Review Period.
- The total interest to be collected or paid over the 12-month period shall be added to the Annual Imbalance Total.
- The resulting total shall then be divided by 12 to determine the total amount to be credited or surcharged each month.
- Each month of the twelve-month reconciliation period, the Reconciliation Factor, expressed in Ccfs, shall be calculated by dividing the sum of amount to be credited or surcharged during that month (which amount shall include, as necessary, an amount to correct for any previous over- or under-estimates of Billed Gas Volumes during the previous month or months in the same reconciliation period), by the estimated Billed Gas Volumes for the month.
- At the end of each 12-month period, any remaining balance in the Annual Imbalance Total shall be included in any Annual Imbalance Total to be credited or surcharged during the successor 12-month period.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 7

RATE PGF – PURCHASED GAS FACTOR

Applicable to: Entire System
Effective Date:

Page 5 of 5

Annual Reconciliation Report

The Company shall file an Annual Reconciliation Report with the Regulatory Authority that shall include but not necessarily be limited to:

1. A tabulation of volumes of gas purchased and costs incurred listed by account or type of gas, supplier and source by month for the twelve months ending June 30;
2. A tabulation of the uncollectible gas cost by month for the twelve months ending June 30;
3. A description of all other costs and refunds made during the year and their effect on Rate PGF – Purchased Gas Factor to date;
4. A tabulation of gas units sold to general service customers and related Rate PGF - Purchased Gas Factor revenues; and,
5. A description of the imbalance payments made to and received from the Company's transportation customers within the service area, including monthly imbalances incurred, the monthly imbalances resolved, and the amount of cumulative imbalances. The description should reflect the system imbalance and imbalance amount for each supplier using the Company's distribution system during the reconciliation period.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 8

RIDER PSF – PIPELINE SAFETY FEE

Applicable to: Entire System
Effective Date:

Page 1 of 1

Application

Applicable to all customer classes.

Monthly calculation

Company will charge a surcharge to recover pipeline safety fees assessed by the Commission pursuant to Section 121.211 of the Texas Utilities Code and Commission Rule 16 TAC § 8.201. The surcharge will be charged not more often than once a year and will be billed following payment by the Company to the Commission, in accordance with the Commission's rules.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 9

RIDER RCE – RATE CASE EXPENSES

Applicable to: Entire System
Effective Date:

Page 1 of 1

Application

Applicable to Residential and Commercial customer classes.

Monthly calculation

The bill of each residential and commercial customer shall include a surcharge designed to recover Company's reasonable rate case expenses, including reimbursement of municipal rate case expenses in accordance with Section 103.022 of the Texas Utilities Code. The surcharge will be calculated on a Ccf basis using total company volumes for Residential and Commercial customers, over a period of thirty six (36) months commencing with the date rates set forth in this revised tariff become effective in the city, town or environs area.

All collections of the surcharge will be applied monthly to the outstanding uncollected balance of such rate case expenses, and interest at the rate of six (6) percent per year shall be calculated on, and added to, the declining balance each month. To the extent that some expenses may be estimates, Company is authorized to add such expenses as incurred to the amount to be surcharged up to the total estimated expenses of Company and municipalities being reimbursed.

Company shall file an annual report with each regulatory authority with jurisdiction setting forth recoveries and the remaining balance in the rate expense account.

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

Rate Schedule 10

RIDER WNA – WEATHER NORMALIZATION ADJUSTMENT

Applicable to: Entire System

Page 1 of 2

Effective Date:

Application

Applicable to Residential customers, as well as Commercial customers with annual consumption less than 400 Mcf.

Monthly calculation

In order to reflect weather variances in a timely and accurate manner, the Weather Normalization Adjustment (“WNA”) factor shall be separately calculated and adjusted monthly by rate class for each meter reading cycle (“Cycle”). Monthly WNA adjustments will be based upon weather information for the periods beginning with the first Cycle read in November and ending with the last Cycle read in the following May.

The WNA factor for each Cycle shall be based on the following formula:

$$\text{WNA factor} = \text{WNV} / \text{CMV}$$

WNV is calculated based on the following formula:

$$\text{WNV} = (\text{HDD}_n / \text{HDD}_a * \text{HL}) - \text{HL}$$

Definitions

CMV - Current Month Volumes billed for the Cycle.

HDD_n - Normal heating degree days during the Cycle.

HDD_a - Actual heating degree days during the Cycle.

HL - Heat Load volumes calculated using the following formula: Total volumes for the Cycle less Base Load volumes where Base Load volumes are calculated by multiplying the Base Load per customer as established in the most recent rate case by the number of customers in the Cycle.

Monthly Report

By the 25th day of the following month, the Company will file with the Regulatory Authority a monthly report showing the volume adjustments and WNA revenues for each applicable customer class. Supporting documentation will be made available for review upon request.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 10

RIDER WNA – WEATHER NORMALIZATION ADJUSTMENT

Applicable to: Entire System

Page 2 of 2

Effective Date:

Annual Report

An annual report shall be filed with the regulatory authority for each six-month period beginning with November and ending with the subsequent May by customer class. The report shall provide: (a) the total amount of volumetric revenues collected from customers, including WNA revenues, (b) the Base Load revenues collected from customers using the Base Load per customer as established in the most recent rate case multiplied by the number of customers during the period, (c) the difference between the volumetric revenues collected from customers and the Base Load, which represents the weather-sensitive revenues billed, and (d) the calculated WNA revenues determined by the operation of the provisions of this weather normalization adjustment clause.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 11

RATE M – MISCELLANEOUS SERVICE CHARGES

Applicable to: Entire System
Effective Date:

Page 1 of 3

Application

The service charges listed below are in addition to any other charges under the Company's Tariff for Gas Service and will be applied for the condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's actual cost plus appropriate surcharges.

Applicable Charges

Service Charge No.	Name and Description	Amount of Charge
1	<p>Connection Charge During Business Hours During standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions:</p> <ul style="list-style-type: none"> (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations 	\$ 65.00
2	<p>Connection Charge After Business Hours After standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions:</p> <ul style="list-style-type: none"> (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations 	\$ 97.00
3	<p>Field Read of Meter A read for change charge when it is necessary for the Company to read the meter at a currently served location because of a change in the billable party.</p>	\$ 19.00

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

RATE M – MISCELLANEOUS SERVICE CHARGES

Applicable to: Entire System
 Effective Date:

Page 2 of 3

Service Charge No.	Name and Description	Amount of Charge
4	Returned Check Charges Returned check handling charge for each check returned to Company for any reason.	\$ 20.00
5	Charge for Temporary Discontinuance of Service - Residential Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 65.00
6	Charge for Temporary Discontinuance of Service– NonResidential Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 107.00
7	Charge for Meter Testing The Company shall, upon request of a customer, make a test of the accuracy of the meter serving that customer. The Company shall inform the customer of the time and place of the test and permit the customer or his authorized representative to be present if the customer so desires. If no such test has been performed within the previous four (4) years for the same customer at the same location, the test shall be performed without charge. If such test has been performed for the same customer at the same location within the previous four (4) years, the Company will charge the Meter Test Fee. The customer must be properly informed of the result of any test on a meter that services him.	\$ 15.00
8	Charge for Service Calls During Business Hours A Service Call Charge is made for responding to a service call during standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 26.00
9	Charge for Service Calls After Business Hours A Service Call Charge is made for responding to a service call after standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 40.00

TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.

RATE M – MISCELLANEOUS SERVICE CHARGES

Applicable to: Entire System
 Effective Date:

Page 3 of 3

Service Charge No.	Name and Description	Amount of Charge
10	<p>Tampering Charge No Company Meters, equipment, or other property, whether on Customer's premises or elsewhere, are to be tampered with or interfered with for any reason. A Tampering Charge is made for unauthorized reconnection or other tampering with Company metering facilities or a theft of gas service by a person on the customer's premises or evidence by whomsoever at customer's premises. An additional cost for the cost of repairs and/or replacement of damaged facilities and the installation of protective facilities or relocation of meter are made at cost plus appropriate charges as may be detailed in the Company's Service Rules and Regulations</p>	\$ 125.00
11	<p>Credit/Debit Card Payments Charge Bill payments using credit cards, debit cards, and electronic checks (includes third-party transaction fees and administrative costs).</p>	Actual Cost
12	<p>Line Extension and Installation Charges Extension and installation of new mains, service lines, risers, fittings and other appurtenant equipment pursuant to main extension policy in municipal franchise. Credit for main pursuant to municipal franchise. The customer is responsible for the installation of yard line and yard line risers.</p>	Actual Cost
13	<p>Construction Crew Charges All labor charges if a construction crew is required.</p>	Actual Cost
14	<p>Construction Costs Charges All other construction charges.</p>	Actual Cost

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 12

RATE Q – QUALITY OF SERVICE

Applicable to: Entire System
Effective Date:

Page 1 of 1

CoServ Gas follows the quality of service requirements as set forth in the Commission rules at 16 TAC Sections 7.45 (Quality of Service) and Section 7.460 (Suspension of Gas Utility Service Disconnection During An Extreme Weather Emergency).

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 13

RATE CP – CURTAILMENT POLICY

Applicable to: Entire System
Effective Date:

Page 1 of 1

CoServ Gas follows the requirements of the order in the Railroad Commission of Texas, Gas Utilities Docket No. 489.

**TARIFF FOR GAS SERVICE
CoServ Gas, Ltd.**

Rate Schedule 14

RATE DEP – CUSTOMER DEPOSITS

Applicable to: Entire System
Effective Date:

Page 1 of 1

Customer deposits are not required with acceptable credit bureau or other report of good credit by a utility. Deposits may be required of CoServ Gas customers who have been disconnected for nonpayment and later request to be reconnected. Deposits will be determined by estimating one-sixth of the average annual bill, and may include allowable additional charges, as specified by Texas Railroad Commission regulation. See applicable Commission regulation at 16 TAC Section 7.45 (Quality of Service Rule) for other provisions governing deposits.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date: 9/14/09		Purchasing	<i>Def</i> 9-4-09	
Department: Customer & Utility Services		Budget	<i>C.S.</i> 9-4-09	
Department Head: Mark Israelson		Legal	<i>OW/ll</i> 9/4/09	
Dept Signature: <i>[Signature]</i>		Assistant City Manager	<i>[Signature]</i> 9/4/2009	
		Deputy City Manager	<i>[Signature]</i> 09.04.09	
		City Manager	<i>[Signature]</i> 9/4/09	
Agenda Coordinator (include phone #): Eric Ellwanger x5128				
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 SPECIFIC SECTIONS OF ORDINANCE NO 2009-2-15 CODIFIED AS SECTION 21-147, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO INCREASE THE WATER RATE SCHEDULES FOR RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS BY SIX PERCENT (6%) AND TO ELIMINATE THE SUMMER AND NON-SUMMER RATE DISTINCTION EFFECTIVE OCTOBER 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND 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: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	61,035,890	0	61,035,890
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	61,035,890	0	61,035,890
FUND(s): WATER AND SEWER FUND				
COMMENTS: Approval of this item will increase Water Revenues by an estimated \$4,291,309 for FY 2009-10. The water rate increase of 6% and a change to the consumption rate schedule is included in the FY 2009-10 Proposed Budget.				
SUMMARY OF ITEM				
Changes to the Water & Sewer Service Rates and Fees relate to the City's Goal of "Service Excellence".				
List of Supporting Documents: Water Rate Increase Memo from Eric Ellwanger to Mark Israelson		Other Departments, Boards, Commissions or Agencies		

Memo

Date: 9/1/09

To: Mark Israelson, Assistant City Manager

From: Eric Ellwanger, Customer & Utility Services Manager 

RE: Water Rate Increase Memo

- It is the recommendation of the Water & Sewer Rate Consultant (McLainDSS) that water rates for both residential and non-residential customers should be increased by six percent (6%).
- It is the recommendation of McLainDSS that sewer rates remain unchanged.
- McLainDSS also recommends that the City eliminate the summer rate distinction.
 - Currently, all consumption over 20,000 gallons is charged at a higher rate from April 1 through October 31 for all residential accounts and for non-residential separately metered irrigation accounts.
 - McLainDSS proposes that the rate for all consumption over 20,000 gallons remain in effect throughout the year, thus eliminating any distinction between summer and non-summer rates.
- Approval of this item will increase Water Revenues by an estimated \$4,291,309 for Fiscal Year 2009-10

Proposed Water Rate Adjustments		
		6.00%
Minimum Charges	Current	Adjusted
5/8" & 3/4"	\$15.07	\$15.97
1" (Residential)	\$15.07	\$15.97
1" (Commercial)	\$34.04	\$36.08
1 1/2"	\$66.68	\$70.68
2"	\$105.24	\$111.55
3"	\$208.02	\$220.50
4"	\$323.76	\$343.19
6"	\$645.12	\$683.83
8"	\$1,030.75	\$1,092.60
10"	\$1,480.79	\$1,569.64
Consumption Charges		
0 - 1,000	Included in Minimum Charge	
1,001 - 5,000	\$0.35	\$0.37
5,001 - 20,000	\$1.79	\$1.90
All over 20,000*	\$3.57	\$3.78

*Residential & Separately Metered Irrigation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SPECIFIC SECTIONS OF ORDINANCE NO ~~2008-4-9~~2009-2-15 CODIFIED AS SECTIONS ~~21-135, 21-136 AND 21-147~~, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO, TO REFLECT THE NEW RATES AND INCREASE THE FEE WATER RATE SCHEDULES FOR WATER AND SEWER RESIDENTIAL AND NON-RESIDENTIAL SERVICES CUSTOMERS BY SIX PERCENT (6%) AND TO ELIMINATE THE SUMMER AND NON-SUMMER RATE DISTINCTION EFFECTIVE OCTOBER MARCH 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on ~~January 14, 2008~~February 17, 2009, the City Council of the City of Plano enacted Ordinance No. ~~2008-4-9~~2009-2-15 amending the fee schedules for water and sewer services provided in the City; and

WHEREAS, the City Council has been presented a report which indicates that the revenues currently recovered under the existing water and sewer ~~fee~~rate schedules are insufficient to cover the costs of providing such services to the City; and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by ~~six~~nine and ¼ percent (~~6~~9.25%) for the minimum charge and for all usage above 1,000 gallons and sewer rates for both residential and non-residential customers should be increased by twenty percent (20%) for all usage above 1,000 gallons; and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the summer and non-summer rate distinction should be eliminated so that the water rate schedules for all residential use and for non-residential separately metered irrigation use remain consistent throughout the year; and ~~equipment deposits and water usage rates for fire hydrant water services should be revised; and~~

WHEREAS, the City Council further finds and determines that the fee increases and the elimination of the summer and non-summer rate distinction are necessary and in the best interest of the City and its citizens.

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

Section I. ~~Section 21-135, Sewer Charges Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:~~

~~“Sec. 21-135. Sewer Charges--Residential.”~~

~~Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:~~

~~Rates effective March 1, 2009:~~

~~(1) Monthly sewer charges for **residential** connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations**.~~

~~a. Winter quarter averaging is a method for determining residential sewer use based on the winter quarter averages from up to three (3) consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of three (3) billed winter months or the three (3) lowest of the four (4) billed winter months (December, January, February, and March).~~

~~b. To determine the three year average, the calculated averages for each year will be combined and divided by three (3).~~

~~c. Residential customers whose water account has been established for less than three winter periods will be assessed based on the period average for one or two years.~~

~~d. Residential customers, whose water account has not been established for at least three (3) billed months of the current winter period, will be charged based upon the average three year residential winter quarter average citywide until an accurate winter average is available.~~

~~(2) **All residential.** (Includes but is not limited to single family homes, individually metered multi family units, patio homes, town homes and all other separately metered residential dwellings.)~~

~~a. Minimum charge.
1. All meter sizes.....\$12.24~~

~~b. Consumption charges.
1. First 1,000 gallons included in meter charge (minimum bill)
2. All over 1,000 gallons (per 1,000 gallons)..... \$4.26~~

~~c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems."~~

Section II. ~~Section 21-136, Sewer Charges Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:~~

~~“Sec. 21-136. Sewer charges—Non-residential.—~~

~~Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:~~

~~Rates effective March 1, 2009:~~

~~(1) All non-residential. (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non residential use.)~~

a. Minimum charge.		
1.	5/8 and 3/4 inch.....	\$ 12.24
2.	1 inch.....	23.88
3.	1 1/2 inch.....	43.19
4.	2 inch.....	66.42
5.	3 inch.....	128.28
6.	4 inch.....	197.84
7.	6 inch.....	391.19
8.	8 inch.....	582.11
9.	10 inch.....	893.86

- ~~b. Consumption charges.~~
 - ~~1. First 1,000 gallons included in meter charge (minimum bill).~~
 - ~~2. All over 1,000 gallons (per 1,000 gallons)..... \$4.26~~
- ~~c. Maximum charge (cap) effective for cooling towers and commercial swimming pools is 12,000 gallons.~~
- ~~d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”~~

Section III. ~~Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:~~

~~“Sec. 21-147. Water charges.~~

~~Monthly water charges for all connections to the water distribution system shall be based upon the size of the water meter and the metered amounts and shall be as follows:~~

Rates effective ~~March~~ October 1, 2009:

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

a. Minimum charge.

	1.	5/8 and 3/4 inch.....	\$15.907
	2.	1 inch.....	15.907
	3.	1 1/2 inch.....	
			<u>7066.68</u>
	4.	2 inch.....	
			<u>405.24111.55</u>

b. Consumption charges.

	1.	First 1,000 gallons included in meter charge (minimum bill).	
	2.	1,001--5,000 gallons (per 1,000 gallons).....	\$0.375
	3.	All over 5,001--20,000 gallons (per 1,000 gallons).....	1.9079
	4.	All over 20,000 gallons consumed from April 1 thru _____ October 31 (summer period) (per 1,000 gallons).....	3.7957

~~Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period.~~

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

	1.	5/8 and 3/4 inch.....	\$15.907
	2.	1 inch.....	
			<u>34.0436.08</u>
	3.	1 1/2 inch.....	
			<u>66.6870.68</u>
	4.	2 inch.....	
			<u>405.24111.55</u>
	5.	3 inch.....	
			<u>208.02220.50</u>
	6.	4 inch.....	
			<u>323.76343.19</u>
	7.	6 inch.....	
			<u>645.12683.83</u>

	8.	8		
	inch.....			4030.75 <u>1092.60</u>
		9.	10	inch.....
				1480.79 <u>1569.63</u>

b. Consumption charges.

	1.	First 1,000 gallons included in meter charge (minimum bill).	
	2.	1,001--5,000 gallons (per 1,000 gallons).....	\$0.375
	3.	All over 5,000 gallons (per 1,000 gallons).....	
			<u>1.9079</u>

(3) Separately metered irrigation use.

a. Minimum charge.

	1.	5/8 and 3/4 inch.....	\$15.907
	2.	1 inch.....	
			34.04 <u>36.08</u>
	3.	1 1/2 inch.....	
			66.68 <u>70.68</u>
	4.	2 inch.....	
			105.24 <u>111.55</u>
	5.	3 inch.....	
			208.02 <u>220.50</u>
	6.	4 inch.....	
			323.76 <u>343.19</u>
	7.	6 inch.....	
			645.12 <u>683.83</u>
	8.	8 inch.....	
			1030.75 <u>1092.60</u>
	9.	10 inch.....	
			1480.79 <u>1569.63</u>

b. Consumption charges.

	1.	First 1,000 gallons included in meter charge (minimum bill).	
	2.	1,001--5,000 gallons.....(per 1,000 gallons).....	\$0.375
	3.	All over 5,001--20,000 gallons.....(per 1,000 gallons).....	<u>1.9079</u>
	4.	All over 20,000 gallons (per 1,000 gallons).....	
		3.794. All over 20,000 gallons consumed from April 1 through	
		October 31 (summer period) (per 1,000 gallons).....	3.57

Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period."

(4) **Fire Hydrant use:**

- a. Minimum charge.....\$95.20
- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill)
 - 2. All over 1,000 gallons (per 1,000 gallons).....\$2.45
 - 3. Delinquent charge\$337.75”

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

Section IVVI. 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 VII. This Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this the _____ day of _____, 2009.

Pat Evans Phil Dyer, MAYOR

ATTEST:

ORDINANCE NO. _____

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SPECIFIC SECTIONS OF ORDINANCE NO 2009-2-15 CODIFIED AS SECTION 21-147, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO INCREASE THE WATER RATE SCHEDULES FOR RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS BY SIX PERCENT (6%) AND TO ELIMINATE THE SUMMER AND NON-SUMMER RATE DISTINCTION EFFECTIVE OCTOBER 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on February 17, 2009, the City Council of the City of Plano enacted Ordinance No. 2009-2-15 amending the fee schedules for water and sewer services provided in the City; and

WHEREAS, the City Council has been presented a report which indicates that the revenues currently recovered under the existing water rate schedules are insufficient to cover the costs of providing such services to the City; and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by six percent (6%); and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the summer and non-summer rate distinction should be eliminated so that the water rate schedules for all residential use and for non-residential separately metered irrigation use remain consistent throughout the year; and

WHEREAS, the City Council further finds and determines that the fee increases and the elimination of the summer and non-summer rate distinction are necessary and in the best interest of the City and its citizens.

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

Section I. *Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-147. Water charges.

Monthly water charges for all connections to the water distribution system shall be based upon the size of the water meter and the metered amounts and shall be as follows:

Rates effective October 1, 2009:

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$15.97
 - 2. 1 inch..... 15.97
 - 3. 1 1/2 inch..... 70.68
 - 4. 2 inch..... 111.55

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons (per 1,000 gallons).....\$0.37
 - 3. 5,001--20,000 gallons (per 1,000 gallons).....1.90
 - 4. All over 20,000 gallons (per 1,000 gallons)..... 3.79

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$15.97
 - 2. 1 inch..... 36.08
 - 3. 1 1/2 inch..... 70.68
 - 4. 2 inch..... 111.55
 - 5. 3 inch..... 220.50
 - 6. 4 inch..... 343.19
 - 7. 6 inch..... 683.83
 - 8. 8 inch.....1092.60
 - 9. 10 inch..... 1569.63

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons (per 1,000 gallons)..... \$0.37
 - 3. All over 5,000 gallons (per 1,000 gallons)..... 1.90

(3) **Separately metered irrigation use.**

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$15.97
 - 2. 1 inch..... 36.08

3.	1 1/2 inch.....	70.68
4.	2 inch.....	111.55
5.	3 inch.....	220.50
6.	4 inch.....	343.19
7.	6 inch.....	683.83
8.	8 inch.....	1092.60
9.	10 inch.....	1569.63

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons.....(per 1,000 gallons)..... \$0.37
 - 3. 5,001--20,000 gallons.....(per 1,000 gallons).....1.90
 - 4. All over 20,000 gallons (per 1,000 gallons)..... 3.79

(4) **Fire Hydrant use:**

- a. Minimum charge.....\$95.20
- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill)
 - 2. All over 1,000 gallons (per 1,000 gallons).....\$2.45
 - 3. Delinquent charge\$337.75"

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

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

ORDINANCE NO. _____

Page 4

PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	8-11-09
Council Meeting Date: 9/14/2009		Budget	<i>KH</i>	8/31/09
Department:	Public Works & Engineering	Legal <i>WS</i>	<i>DW</i>	8/31/09
Department Head	Alan Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>RA</i>	9-1-09
		City Manager	<i>AM</i>	9/1/09
Agenda Coordinator (include phone #):		I. Pegues - 7152	<i>JP</i>	

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

CAPTION

An ordinance of the City of Plano, Texas, amending Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of Exchange Drive and Ozark Drive, within the City limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadways within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

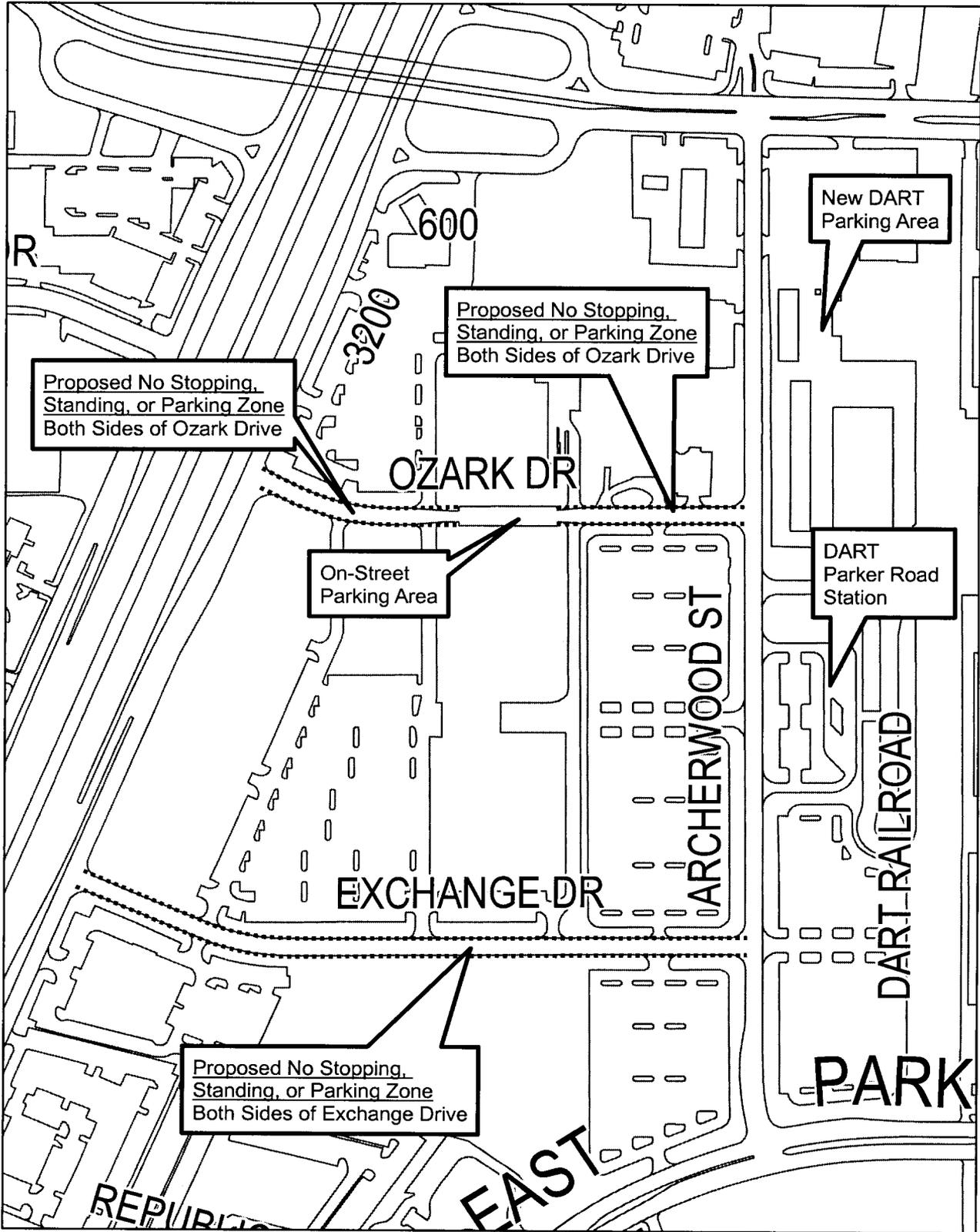
COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time.

STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Safe, Efficient Travel.

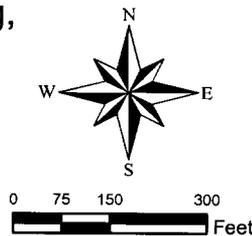
SUMMARY OF ITEM

Since the opening of Dallas Area Rapid Transit's (DART's) Red Line, parking demand at the Parker Road Station has often exceeded the provided 1,555 off-street parking spaces. The City of Plano has allowed on-street parking on Exchange Drive to make up for the shortage of off-street parking. DART recently completed a parking lot expansion project that added approximately 570 off-street parking spaces. These spaces should mitigate any need for on-street parking on Exchange Drive. In addition, the completion of Ozark Drive westward to the northbound U.S. 75 frontage road with the provision for two on-street parking areas necessitates amending the City Code to acknowledge the new on-street parking areas. The Transportation Engineering Division proposes the attached ordinance for City Council consideration to effectuate these changes. The Transportation Engineering Division supports approval of this ordinance.

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



Proposed No Stopping, Standing, or Parking Zones on Both Sides of Exchange Drive and Ozark Drive



Transportation Engineering Division

+2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ON CERTAIN SECTIONS OF EXCHANGE DRIVE AND OZARK DRIVE, WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAYS WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, transit patron parking demand at the Dallas Area Rapid Transit (DART) Parker Road station has exceeded the supply of off-street parking at the station; and

WHEREAS, the City of Plano has accommodated the excess Parker Road station parking demand with on-street parking on Exchange Drive; and

WHEREAS, DART has recently completed an expansion of the off-street parking facilities at the Parker Road station to accommodate all transit patron parking; and

WHEREAS, the City Council of the City of Plano previously prohibited parking of motor vehicles along and upon Ozark Drive from Archerwood Street to its western terminus; and

WHEREAS, adjacent development has resulted in the construction of a section of Ozark Drive appropriate for on-street parking; and

WHEREAS, the section of Ozark Drive appropriate for on-street parking is between Archerwood Street and the current western terminus of Ozark Drive; and

WHEREAS, the City Council of the City of Plano finds it necessary to amend the limits of where the parking of motor vehicles is prohibited along Ozark Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along certain sections of Exchange Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of Exchange Drive and Ozark Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsection:

Ozark Drive, along both sides of Ozark Drive from Archerwood Street to the western termination point of Ozark Drive.

Section III. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

Exchange Drive:

(1) along both sides of Exchange Drive from its intersection with Archerwood Street west to its intersection with the northbound frontage road of U.S. Highway 75.”

Ozark Drive:

(1) along both sides of Ozark Drive from its intersection with Archerwood Street west to point 375 feet west of its intersection with Archerwood Street.

(2) along both sides of Ozark Drive from a point 575 feet west of its intersection with Archerwood Street west to its intersection with the northbound frontage road of U.S. Highway 75.”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

DULY PASSED AND APPROVED this 14th day of September, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Purchasing		<i>DP</i>	8-31-09	
Council Meeting Date: 9/14/09		Budget	<i>MM</i> 8-31-09	
Department: Finance		Legal	<i>JJD</i> 8-31-09	
Department Head: Denise Tacke		Assistant City Manager	<i>DK</i> 9-1-09	
Dept Signature: <i>Denise Tacke</i>		Deputy City Manager	<i>DK</i> 9-1-09	
		City Manager	<i>MM</i> 9/1/09	
Agenda Coordinator (include phone #): Katherine Crumbley - 7479 <i>vs</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND MEDASSETS NET REVENUE SYSTEMS, LLC., A DELAWARE LIMITED LIABILITY COMPANY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		12,391,869	0	12,391,869
Encumbered/Expended Amount	0	-1,654,673	-3,341,077	-4,995,750
This Item	0	-360,000	0	-360,000
BALANCE	0	10,377,196	-3,341,077	7,036,119
FUND(S):				
COMMENTS: STRATEGIC PLAN GOAL: PROVIDING ECONOMIC DEVELOPMENT INCENTIVES RELATES TO THE CITY'S GOAL OF DIVERSE BUSINESS CENTER				
SUMMARY OF ITEM				
A request from MedAssets Net Revenue Systems, LLC for an Economic Development incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. MedAssets agrees to occupy not less than a total of 100,000 square feet of office space by 3/31/11 and they agree to retain, transfer or create 450 full time jobs on or before 3/31/11.				
List of Supporting Documents: Economic Development Incentive Agreement		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND MEDASSETS NET REVENUE SYSTEMS, LLC., A DELAWARE LIMITED LIABILITY COMPANY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement By and Between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC, a Delaware limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of September, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and MedAssets Net Revenue Systems, LLC a Delaware limited liability company, ("Company") acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is a healthcare revenue cycle management company; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company agrees to occupy not less than a total of 100,000 square feet of commercial space located at 5556 Tennyson Parkway, Suite 100, Plano, Texas 75024, (the "Property"); add real property improvements on the Property of a taxable value of not less than Five Hundred Thousand Dollars (\$500,000.00); and to retain, transfer or create up to 450 Job Equivalents on the Property and maintain those positions for the remainder of the term of this Agreement; and

WHEREAS, the real property improvements to the Property and the retention, creation or transfer of up to 450 Job Equivalents at the Property within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

**Article I
Definitions**

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

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or September 30, 2009, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until September 29, 2020, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

- (a) Occupy not less than 49,000 square feet of commercial space on the Property on or before September 30, 2009;
- (b) Add real property improvements to the Property of a taxable value of not less than Five Hundred Thousand Dollars (\$500,000.00) by September 30, 2009;
- (c) Retain, create or transfer 245 Job Equivalents on the Property on or before September 30, 2009;

- (d) Retain, create or transfer an additional 25 Job Equivalents on the Property on or before December 31, 2009;
- (e) Occupy not less than an additional 50,000 square feet of commercial space on the Property on or before March 31, 2011 (provided, however, that in the event of any non-material delay in the date of Company's occupation of the Property not due to Company's fault or within Company's control, which in turn delay's Company's ability to timely satisfy its obligation herein, the City agrees to negotiate in good faith with Company to extend the deadline specified herein);
- (f) Create or transfer an additional 180 Job Equivalents to the Property (for at total of 450 Job Equivalents on the Property) on or before March 31, 2011 (provided, however, that in the event of any non-material delay in the date of Company's occupation of the Property not due to Company's fault or within Company's control, which in turn delays Company's ability to timely provide the Job Equivalents specified herein, the City agrees to negotiate in good faith with Company to extend the deadline specified herein); and
- (g) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of Three Hundred and Sixty Thousand Dollars (\$360,000.00) for the occupancy of 100,000 square feet of commercial space on the Property; real property improvements on the Property of a taxable value of not less than Five Hundred Thousand Dollars (\$500,000.00); and the transfer or creation of 450 Job Equivalent positions on the Property in accordance with Article III above. The Company agrees to maintain the transferred or created Job Equivalents throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, the Company shall be entitled to a payment of One Hundred and Ninety Six Thousand Dollars (\$196,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Initial Certification form attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (a), (b) and (c) above. In order to receive payment under this Agreement, Company's initial certification verifying compliance with Article III (a), (b) and (c) above must be filed with the City no later than December 31, 2009. The Company shall be entitled to a second payment of Twenty Thousand Dollars (\$20,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Initial Certification attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (d) above. In order to receive payment under this Agreement, Company's initial certification verifying compliance with Article III (d) above must be filed with the City no later than March 31, 2011.

The Company shall be entitled to a third payment of One Hundred and Forty-Four Thousand Dollars (\$144,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Initial Certification attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (e) and (f) above. In order to receive payment under this Agreement, Company's initial certification verifying compliance with Article III (d) and (e) above must be filed with the City no later than June 30, 2011.

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Eight Hundred Dollars (\$800.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, an officer of the Company shall certify to the City by January 31, 2010 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the term of this Agreement;
- (c) By either party upon written notice to the other, if the other party defaults or breaches any of the material terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above in this Section 5.02 shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee

City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company (prior to September 15, 2009):
MedAssets Net Revenue Systems, LLC
Attention: Delloise Meier
14241 Dallas, Parkway, Suite 700
Dallas, Texas 75254

If intended for the Company (after September 15, 2009):
MedAssets Net Revenue Systems, LLC
5556 Tennyson Parkway, Suite 100
Plano, Texas 75024
Attn: Delloise Meier

In either event, with a copy to:
MedAssets, Inc.
100 North Point Center East, Suite 200
Alpharetta, GA 30022
Attention: General Counsel

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals**. The recitals to this Agreement are incorporated herein.

6.10 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. Each party shall bear its own costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 14th day of September, 2009.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By:

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

[Signatures continue on following page]

MedAssets Net Revenue Systems, LLC a
Delaware limited liability company

By: _____

Name: Jonathan H. Glenn

Title: Vice President & Secretary

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that MEDASSETS NET REVENUE SYSTEMS, LLC has occupied not less than _____ square feet of commercial space on the Property and has retained, transferred or added _____ new Job Equivalent positions to the Property. MEDASSETS NET REVENUE SYSTEMS, LLC is in compliance with subsections (), () and () of Article III of the Agreement to Resolution No. _____ (R) as of _____, and is entitled to receive payment under the terms of that Agreement.

MEDASSETS NET REVENUE SYSTEMS,
LLC, a Delaware limited liability company

By: _____
Name: Jonathan H. Glenn
Vice President & Secretary

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that MEDASSETS NET REVENUE SYSTEMS, LLC is in compliance with each applicable term as set forth in Article III of the Agreement as of _____. The term of the Agreement is September 30, 2009 through September 29, 2020. The number of new, transferred or retained Job Equivalents, calculated as set forth in the Agreement, and maintained pursuant to the Agreement since its inception has not fallen below _____ for more than 180 consecutive days and is _____ as of the date of this Certificate of Compliance. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

MEDASSETS NET REVENUE SYSTEMS,
LLC, a Delaware limited liability company

By: _____
Name:
[Authorized Representative]

Date

NOTE:

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	JR	9-4-09
Council Meeting Date: 09/14/09		Budget	C.S.	9-4-09
Department:	Customer & Utility Services	Legal	DU	9/4/09
Department Head	Mark Israelson	Assistant City Manager	MD	9/4/2009
Dept Signature:		Deputy City Manager	[Signature]	09.04.09
		City Manager	[Signature]	9/14/09
Agenda Coordinator (include phone #): Nancy Rodriguez # 7510				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
Public hearing to provide notice of Oncor Electric Delivery Company's intent to amend its Certificate of Convenience & Necessity for a new 138 kV transmission line to be located in Collin County. This project includes the establishment and construction of Parker Maxwell Creek 138 kV Substation. The cost of the project is estimated at \$12,468,000.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This public hearing is to solicit public input regarding the Oncor Parker Maxwell Creek line extension. A map of the project can be viewed at the Customer & Utility Services Department, 1520 Avenue K, Plano, Texas.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

TO: Tom Muehlenbeck, City Manager
FROM: Mark D. Israelson, Assistant City Manager 
DATE: September 4, 2009
SUBJECT: Oncor Parker/Maxwell Creek Project

In July of 2008, Oncor notified the City of Plano of its need to construct a 138 kV power line to service a new substation in Parker. For the public hearing on September 14, 2009, Greg Ward and Michael Baldwin will be available from Oncor to answer questions as well as Jim Fox from the City of Plano staff. Below is a chronology of the events regarding this project to date:

- July 11, 2008 - Oncor notified the City of Plano of their intent to construct a new power line which was needed for the planned Parker Maxwell Creek Substation. To reach the substation the power line between the Allen substation and the Murphy substation would need to be extended and could possibly affect the City of Plano.
- August 11, 2008 - Greg Ward of Oncor gave an overview of the project to the City Council.
- September 8, 2008 - staff presented the City Council with several alternatives and merits of each alternative were deliberated. All alternatives were designed to avoid additional impact to Oak Point Park and Nature Preserve. City Council directed staff to present Oncor with their preference of a new line that was constructed outside the City of Plano.
- November 13, 2008– Oncor held a public meeting at Plano East Senior High School to solicit public input from citizens and provide information as well.
- November 18, 2008– Oncor held a public meeting at Murphy Middle School to solicit public input from citizens and provide information as well.
- August 7, 2009 - Oncor made their official project filing with the City of Plano including their preferred route.
- September 14, 2009- A public hearing by the City of Plano where Oncor will have representatives attending to answer questions.
- September 21, 2009 is the intervention deadline. The hearing date in Austin is still TBD.
- The PUC has one year from the time of filing to render a decision so we should have a decision around August/September of 2010.
- Further Steps are outlined in the table below:

Estimated Date of:	Start	Completion
Right-of-Way Acquisition	September 2010	February 2011
Construction of Facilities	November 2010	May 2011
Energize Facilities		May 2011



August 26, 2008

Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

HDR Engineering
Attn: Mr. Tom Trimble
17111 Preston Rd. Ste #200
Dallas, TX 75248

Dear Mr. Trimble:

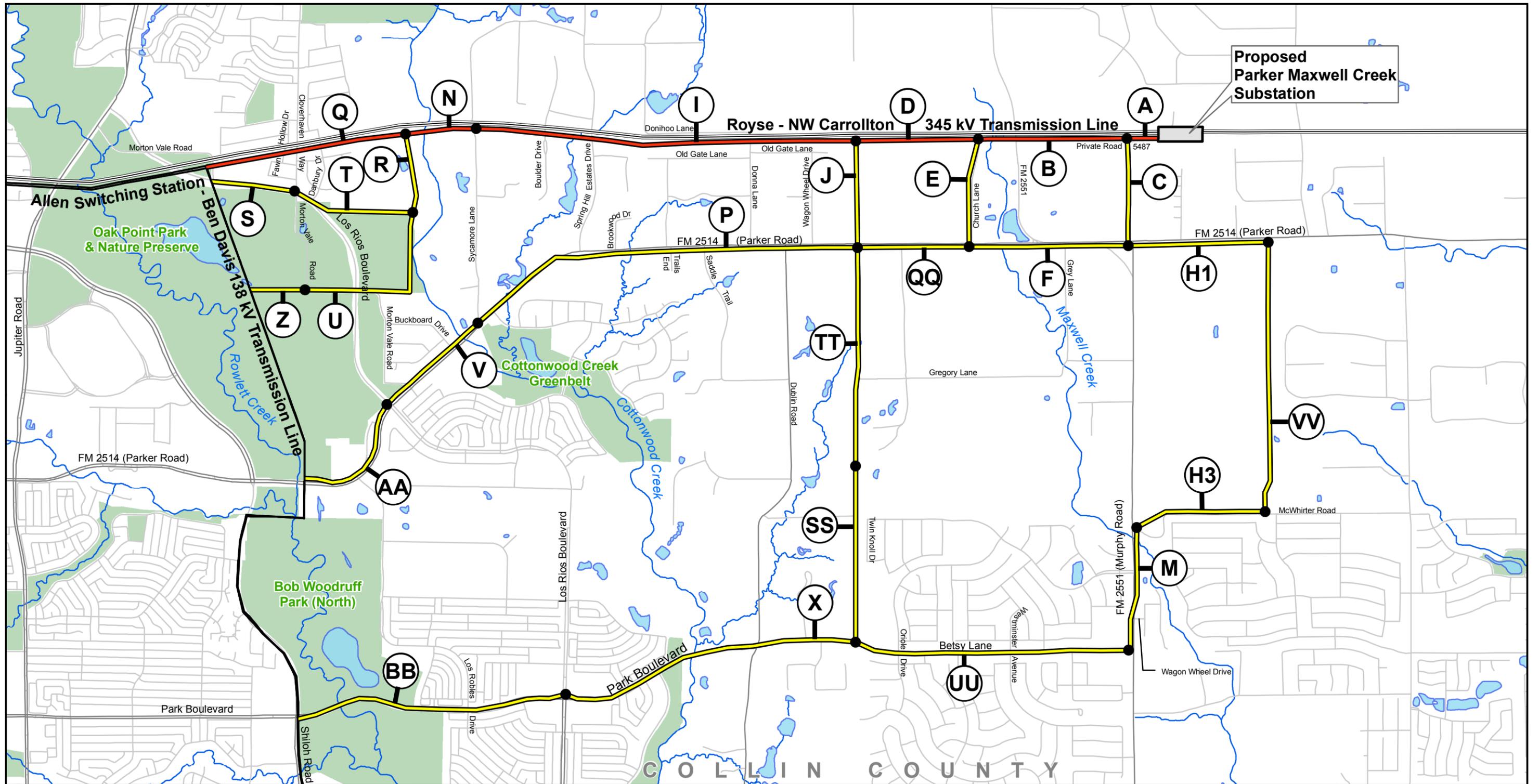
On behalf of the City of Plano, Texas, I am writing to inform you that the City of Plano has considered the proposed OnCor Parker – Maxwell Creek 138Kv Transmission Line project and have decided on a preferred route that avoids impact to Oak Point Park and Nature Preserve.

The route most preferred would be to construct the transmission line from Point A on your Study Area Map at the substation in Murphy directly North along FM 2551 to the Maxwell Creek Substation. Ideally, the transmission line could be incorporated into the project widen FM 2551, which is currently in the planning phases.

If you wish to discuss our preference further, I would be happy to discuss with you at your convenience either by phone (972) 941-5165 or in person.

Sincerely,

Thomas H. Muehlenbeck
City Manager
City of Plano



Proposed
Parker Maxwell Creek
Substation

Royse - NW Carrollton 345 kV Transmission Line

Allen Switching Station - Ben Davis 138 kV Transmission Line

Oak Point Park & Nature Preserve

Cottonwood Creek Greenbelt

Bob Woodruff Park (North)

C O L L I N C O U N T Y

Exhibit 1

Project Location Map

Parker Maxwell Creek 138 kV Transmission Line Project

Legend

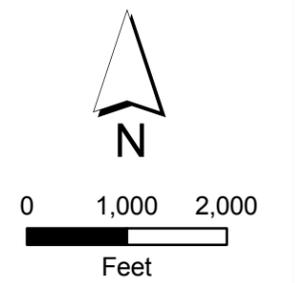
- Preferred Route
- Alternative Routes
- Connection Point
- ▭ Proposed Substation
- Existing 138 kV Transmission Line
- === Existing 345 kV Transmission Line
- ▭ Parks/Recreational Areas
- Major Roads
- Roads
- Railroad
- Streams

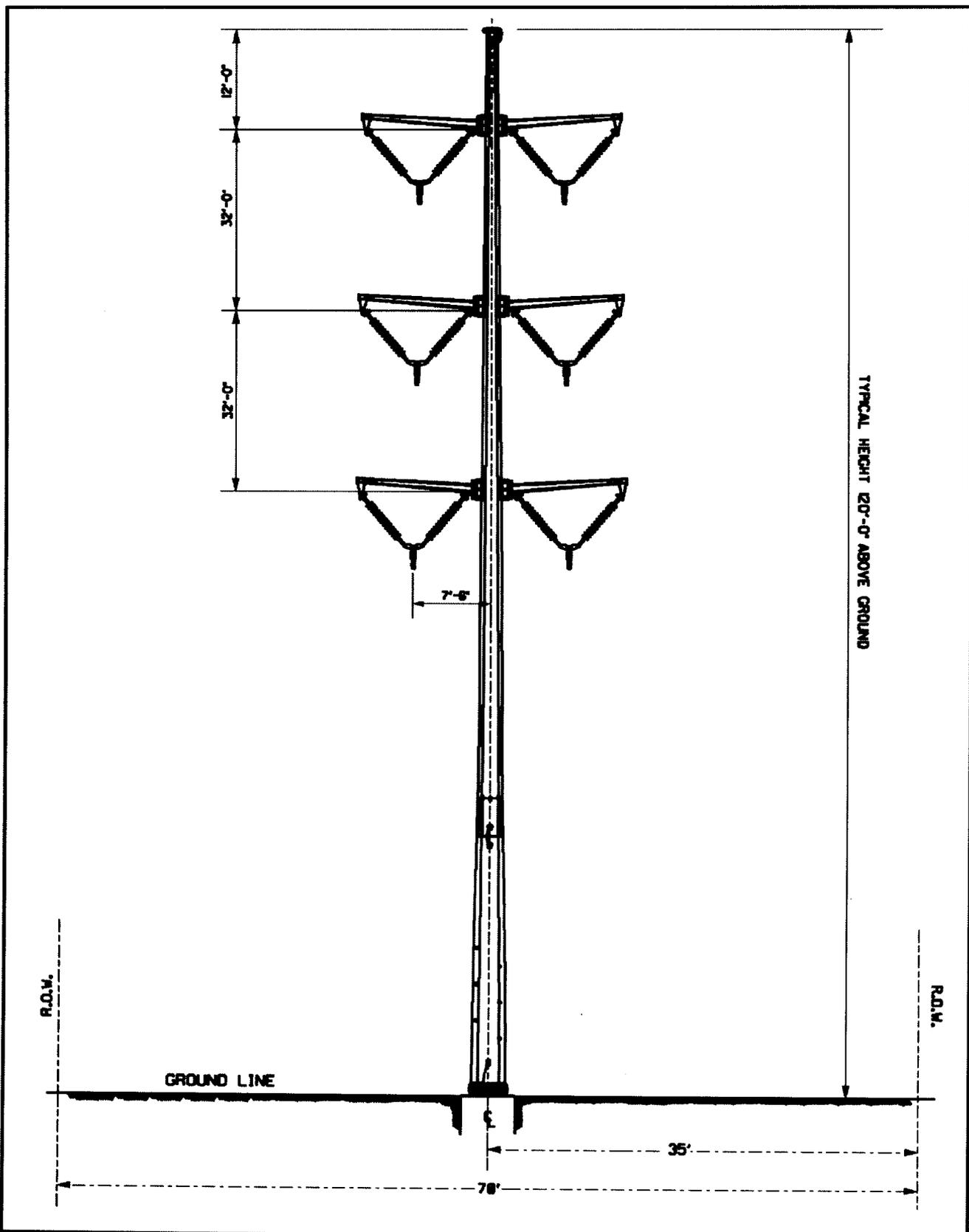


Oncor Electric Delivery Company LLC

HDR HDR Engineering, Inc.
17111 Preston Rd. Suite 200
Dallas, TX 75248-1232
972-960-4400

JUL 2009





PARKER MAXWELL CREEK
 DOUBLE CIRCUIT 138 KV LONG SPAN
 MONOPOLE STRUCTURE

HDR HDR Engineering, Inc.
 17111 Preston Rd. Suite 200
 Dallas, TX 75248-1232
 972-960-4400

NOV 2008

Exhibit 3



DATE: September 9, 2009
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission *JMF*
SUBJECT: Results of Planning & Zoning Commission Meeting of September 8, 2009

**AGENDA ITEM NO. 10 - PUBLIC HEARING
AMENDMENTS TO THE THOROUGHFARE STANDARDS RULES AND REGULATIONS
APPLICANT: CITY OF PLANO**

Request to amend the Thoroughfare Standards Rules and Regulations pertaining to visibility geometric standards and related standards.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 14, 2009 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 8, 2009

Agenda Item No. 10

Public Hearing: Amendments to the Thoroughfare Standards Rules and Regulations

Applicant: City of Plano

DESCRIPTION:

Request to amend the Thoroughfare Standards Rules and Regulations pertaining to visibility geometric standards and related standards.

REMARKS:

On May 18, 2009, the Planning & Zoning Commission recommended approval to significant amendments to the Thoroughfare Standards Rules and Regulations. The Thoroughfare Standards Rules and Regulations is Plano's primary regulatory policy for roadway design, access, and visibility, which provides technical guidance in the design of streets, intersection sight distance safety, and driveways. This document, along with requirements contained in the Development Regulations manual and Thoroughfare Plan, covers details of general alignment, size, and function of significant city streets, which are part of the Transportation Element of the Comprehensive Plan. The City Council subsequently adopted the updated document on June 8, 2009.

Engineering staff is proposing a minor adjustment to the geometric standard used to calculate visibility obstruction triangles at intersections of major thoroughfares with residential (Type F and Type G) streets. This modification is more consistent with actual driver behavior when waiting on a minor street and will promote a better representation of driver visibility needs in those situations.

Additionally, clarification was added with regard to the standard 45' x 45' visibility clip obtained at many intersections in Plano. The proposed revision states that this clip will be obtained by the platting process and will only apply to new construction. This clarification will allow the city to more effectively deal with future maintenance of screening walls along certain major roadways. The proposed changes are reflected in the attached pages.

RECOMMENDATION:

Recommended for approval as submitted.

2. Minimum Visibility Triangle Defined

- a. The field of vision at intersections and access points shall have a clear zone free of obstructions between the elevation of 2.5 feet (30 inches) and 9 feet above the average gutter elevation within a triangular area formed by extending the two curb lines 45 feet back from their imaginary point of intersection at each corner of the given intersection, and connecting the two resulting end points with an imaginary line, thereby making a right triangle (90-degree) for the typical intersection as shown in Figure 11. ***This triangle will be implemented through the platting process and will apply only to new construction.***
- b. The criteria for the minimum triangle applies to intersections and access points that are controlled by a Yield sign, Stop sign, traffic signal, or no traffic control device. Furthermore, the visibility triangle shall be used when considering intersections that are existing, proposed, under construction, and existing intersections with proposed modifications.
- c. The minimum visibility triangle at intersections and access points with a slight skew angle should be drawn to approximate an orthogonal intersection. The minimum triangle at intersections with a significant skew angle (over 30 degrees) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers.
- d. The minimum visibility triangle at an intersection or access point within a curve on the street alignment should be drawn to approximate a street with a linear alignment.
- e. If there are no curb lines existing, the triangular area shall be formed by extending imaginary lines along the property lines from their real intersection point 30 feet back from the street intersection, and then connecting the two resulting end points with an imaginary line, thereby making a triangle similar to the one shown in Figure 11.

3. Desirable Visibility Triangle Defined:

- a. The field of vision at intersections and access points shall have a clear zone free of obstructions between the elevation of 2.5 feet and 9 feet above the average gutter elevation, within a "desirable" visibility triangle area as detailed further in this section. The desirable visibility triangle is not intended for application at intersections of two Type G roadways, at access points along the curblines of a Type G or smaller street, at intersections of a Type G with a Type F or smaller street, or at residential driveways.
- b. The criteria for the minimum triangle applies to intersections and access points that are controlled by a Yield sign, Stop sign, traffic signal light, and those with no traffic control devices. Furthermore, the desirable visibility triangle shall be used when considering intersections that are existing, proposed, under construction, and existing intersections with proposed modifications.
- c. In previous years, the visibility triangle was based in part on the stopping sight distance of the opposing cars, a distance which can vary with road speed. However, the year 2001 edition of AASHTO's Policy on Geometric Design of Highways and Streets presents a method based on "gap acceptance" which is adopted herein.

The gap acceptance method is based on research that shows the driver on the minor street requires a small time period when there is no oncoming traffic near the intersection to execute a maneuver. This "gap" in the traffic stream, as measured in seconds, tends to remain constant for a variety of speeds and conditions.

The standard, minimum case for the desirable triangle requirement herein includes a 8.0 second time gap to accommodate left, right, or through movements of a passenger vehicle from a cross-street to a major, multilane street (6-lane divided street). The cross-street centerline grade can vary between 3% upgrade (uphill), to a 3% downgrade (downhill) value of for the standard case. Table 9 summarizes the length of the triangle leg along the major street, which uses the same value for a left-turn or right-turn triangle. The through movement is automatically covered by these two triangles.

In the event that the posted speed limit and the design speed are not the same, the higher of the two speeds shall be used to determine the visibility triangle. Figure 12 depicts the typical geometric construction of a visibility triangle for a given cross-street. Note that significant portions of the median may be encompassed by these triangles.

FIGURE 12
STREET INTERSECTION DESIREABLE VISIBILITY TRIANGLE

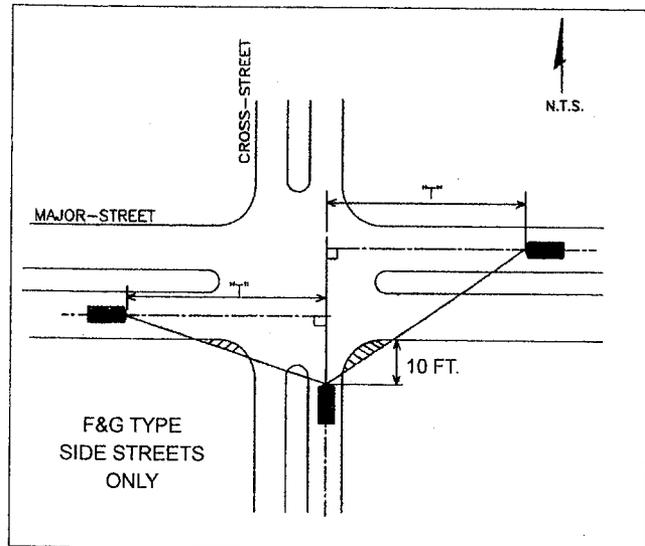
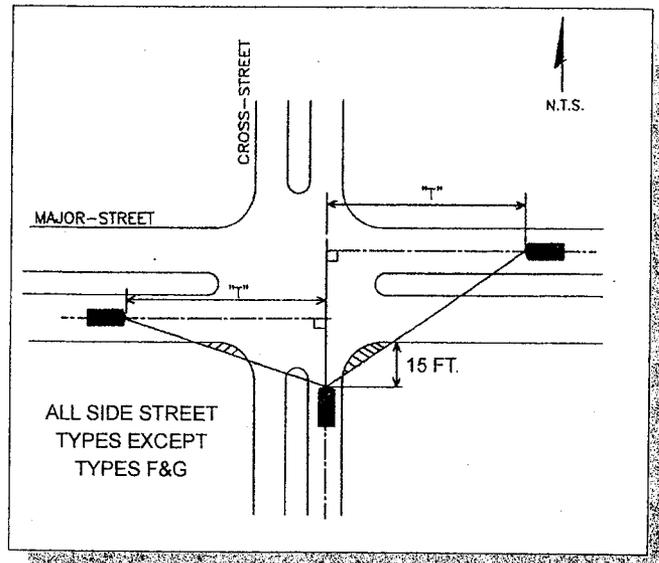
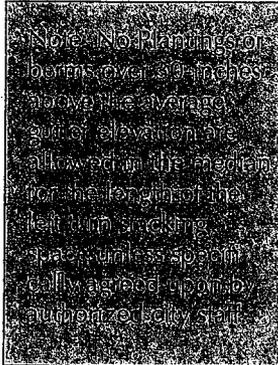


TABLE 9
MINIMUM SIGHT DISTANCE AT AN INTERSECTION

STREET TYPE	SPEED LIMIT	T (FT.)
F, G	30	355
D, E, E+	35	415
B, C	40	475
B+	45	535

- d. The desirable visibility triangle at intersections and access points where the minor street or driveway grades are greater than 3-percent (up or down), the triangle dimensions may be increased or modified by authorized city staff to maintain or improve the drivers field of vision based on the AASHTO manual.



- e. The desirable visibility triangle at intersections and access points with a slight skew angle will result in an acute or obtuse triangle, rather than a right-triangle (90-degrees). The desirable visibility triangle at intersections and access points with significant skew angles (greater than 30 degrees) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers. Additional analysis based on the AASHTO manual may be required by authorized city staff to determine an adequate visibility clear zone.

- f. The desirable visibility triangle at an intersection or access point where the street alignment has a slight curvature should be drawn to approximate a street with a linear alignment. The desirable visibility triangle at intersections and access points on streets with significant curvature (centerline alignment with a degree of curvature of 7 or sharper) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers. In these cases, the visibility triangle technique may not be adequate to define a clear zone in the drivers field of vision, and additional analysis based on the AASHTO manual may be required by authorized city staff to determine an adequate clear zone. In general, intersections and access points along a sharp curve on a major street should be avoided in design.

- g. For intersections that are constructed in phases and put into operation during or between construction phases, the desirable visibility triangle shall be established at the initial phase to cover the geometric condition that requires the largest, or most restrictive visibility triangle for any of the foreseeable phases or planned, final street intersection geometry.

For example, in some cases the largest visibility triangle may be required for the final geometric condition of the intersection, but said triangle shall be established with the initial phase of construction.

4. Geometric Construction for Desirable Visibility Triangle for a Typical Intersection - In the plan view, the horizontal clear area at the intersection of a proposed street/drive shall be defined as being within a triangular area formed by the following imaginary lines (see Figure 12):

- a. The vertex of the triangle, which shall be a point along the approach centerline of the proposed side street, is 15 feet back from the tangent curb of the major street.
- b. A line shall extend the centerline of the approach cross-street from the vertex forward to an intersection point with the centerline of one of the two approach sides of the major street, forming approximately a 90 degree angle. (Intersections with slight skews are allowed by other criteria herein.)
- c. A line shall extend back from the intersection point along the major street approach centerline to a distance "T" away from the minor street and stop at an endpoint.
- d. A line that shall connect the endpoint on the major street to the vertex on the minor street, thus forming a visibility triangle.

Beginning at the assumed point of the driver's eye on the minor street approach, 15 feet back of the curb for all street types except Type F and Type G streets; and 10 feet back of the curb for Type F and Type G streets; and running parallel to the centerline of the left most minor street approach lane to a point 5 feet into the nearest lane approaching from the left or to a point 5 feet into the nearest lane approaching from the right for a vertex. Proceeding along the major street parallel to the centerline of the street a distance of "T" to a point for a vertex; and proceeding back to the assumed point of the driver's eye to complete the visibility triangle.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2009-6-10; CODIFIED AS SECTION 19-21, RULES AND REGULATIONS ADOPTED, OF ARTICLE II (DESIGN AND CONSTRUCTION) OF CHAPTER 19 (STREETS AND SIDEWALKS) OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; ADOPTING MINIMUM STANDARDS TO BE FOLLOWED IN THE DEVELOPMENT OF STREETS, THOROUGHFARES, SIDEWALKS, AND APPURTENANCES WITHIN THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Code of Ordinances of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of September, 2009, for the purpose of repealing in its entirety Ordinance No. 2009-6-10; codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano; 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 on the 8th day of June, 2009; and

WHEREAS, on June 8, 2009, by Ordinance No. 2009-6-10, the City Council of the City of Plano established Rules and Regulations of the City, also known as the Thoroughfare Standards Rules and Regulations, thereby adopting minimum standards to be followed in the development of streets, thoroughfares, sidewalks, and appurtenances within the City, and such Ordinance was codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano; and

WHEREAS, the Transportation Engineer and the City Engineer of the City have advised the City Council that the continuing development of the City of Plano and the concurrent continuing development of its thoroughfare system have created the necessity for revisions to certain minimum design standards for normal traffic conditions in regard to streets, thoroughfares, sidewalks, and appurtenances thereto within the City; and

WHEREAS, the Transportation Engineer and the City Engineer of the City have proposed to the City Council a set of Rules and Regulations, also known as the Thoroughfare Standards Rules and Regulations, which combines the provisions of Ordinance 2009-6-10, and any revisions to this ordinance, and which they deem advisable to implement in regulating the minimum design standards and location of streets and thoroughfares, sidewalks, and appurtenances within the City; and

WHEREAS, the Transportation Engineer and the City Engineer of the City are proposing modifications to Section VI (Public Right-of-Way Visibility) of the Thoroughfare Standards Rule & Regulations; and

WHEREAS, the Planning & Zoning Commission has considered the proposed Rules and Regulations, also known as the Thoroughfare Standards Rules and Regulations, and has recommended their approval to the City Council; and

WHEREAS, the City Council, after considering the recommendations of the Transportation Engineer and the City Engineer, hereby finds and determines that the Rules and Regulations, also known as the Thoroughfare Standards Rules and Regulations, governing minimum design standards and location of streets, thoroughfares, sidewalks, and appurtenances within the City should be adopted.

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

Section I. Ordinance No. 97-8-7 duly passed and approved by the City Council of the City of Plano, Texas, on August 11, 1997, codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano, is hereby repealed in its entirety.

Section II. Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano shall read in its entirety as follows:

“Sec. 19-21. Rules and regulations adopted.

The thoroughfare standards rules and regulations govern the minimum design standards for normal traffic conditions in regard to streets and thoroughfares, sidewalks, and appurtenances thereto within the city. Based upon the traffic demands from a site, projected by a traffic impact analysis (TIA) changes to these requirements may be recommended by the city transportation engineer, or his designee, and approved by the planning and zoning commission and the city council. The thoroughfare standards rules and regulations are hereby adopted and such rules and regulations are made a part of this Code of Ordinances the same as if copied verbatim therein. A copy of the thoroughfare standards rules and regulations shall be on file and available to the public in the engineering department.”

The Thoroughfare Standards Rules and Regulations are on file with the City Secretary.

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, except that nothing contained herein shall be considered as repealing any portion of Ordinance No. 98-9-5 adopted on September 14, 1998 (Subdivision Ordinance), or any amendments thereto.

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

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

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

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

PASSED AND APPROVED THIS THE 14TH DAY OF SEPTEMBER, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO TRANSPORTATION DIVISION, ENGINEERING DEPARTMENT

Rules And Regulations Governing The Design & Construction Of Streets And Thoroughfares, Sidewalks, & Appurtenances

SECTION I. STREET DESIGN STANDARDS

A. General

Design standards for city streets are defined through two documents: 1) the Thoroughfare Standards - the document contained herein - which is part of the Development Regulations Manual, covering the technical details of street and transportation system design; and 2) the separate Thoroughfare Plan - a map that establishes the general alignment, size, and function of significant city streets - which is a part of the Transportation Chapter of the Comprehensive Plan. A third document - the Traffic Impact Analysis [TIA] Guidelines - is used to analyze site development and is part of the Development Guidelines. All of the aforementioned documents are updated by staff and adopted by ordinance on a periodic basis by the City Council.

TABLE 1
CITY OF PLANO
THOROUGHFARE
DIMENSIONS

The basic elements of the thoroughfare standards are the street types. **TABLE 1** summarizes the basic thoroughfare dimensions. Special design standards for several thoroughfares, tollways, and highways are detailed in the body of this document. **TABLE 2** gives the minimum design speeds for the listed thoroughfare type. The Appendix has cross-sections of each thoroughfare type.

Category	Designation Right of Way	Minimum	Pavement	Median
Major Thoroughfare	B+	±140	8@12'	20'
	B	±130' - 160'	6@12'	24'
Major Thoroughfare	C	110	6@11'	20'
Secondary Thoroughfare	D	92'	4@12'	20'
Secondary Thoroughfare	E+	75'	5@11'	None
	E	68'	4@11'	None
Collector	F	60'	36'	None
Residential Street	G	50'	26'	None

Note: Major and secondary thoroughfares flare at intersections to provide auxiliary lanes, see Figure 1 and 2.

The City Traffic Engineer, and/or City Engineer, have the authority to apply these standards to proposed street and infrastructure design and construction within the City of Plano. Authorized city staff may allow or require different values for design parameters than those given herein to resolve unusual field conditions, to better serve the safety, and/or to better meet other needs of the public infrastructure.

As a general rule, the reference dimensions given herein for distances are measured from the face-of-curb. Distances such as between two driveways, two median openings, etc. are measured between the two closest curb-lines of both elements (e.g. face-of-curb to face-of-curb. Exceptions are noted in the body of the text.

An applicant for construction plan approval to the city may appeal the value of a given design parameter following the written decision of authorized city staff to allow or require a different value than those listed in this book. The appeal process - unless otherwise specified elsewhere in this document is as follows:

The applicant - typically a developer or owners representative - may request to have a design parameter staff decision appealed at the next available Planning and Zoning (P&Z) Commission meeting. The request for a P&Z appeal must be in writing in a parameter acceptable to authorized city staff, and it must describe the nature and location(s) of the design parameter in question. The applicant may also submit a technical memorandum prepared by a professional engineer explaining why the appeal is justified. The applicant may also present his position verbally during the P&Z meeting. The P&Z Commission will then consider and vote on the question of whether to accept or deny the request of the applicant under the commission's normal rules of order.

B. Minimum Horizontal Radius

The minimum centerline radius is defined by the design speed of the respective street. The minimum design speed of each street category in the City of Plano, as defined by the Thoroughfare Plan, is listed in **Table 2**.

TABLE 2
MINIMUM DESIGN SPEED OF EACH TYPE OF STREET

STREET TYPE	MINIMUM DESIGN SPEED (MPH)
F, G	30
D, E, E+	35
C	40
B, B+	45

The resulting minimum acceptable horizontal centerline radius for each respective street is determined by considering the speed (V), superelevation (e), and friction (f) as shown in **Table 3**, and as calculated by the following formula :

$$R = \frac{V^2}{15(e+f)}$$

The maximum length of a horizontal curve on Type E, F, or G roadways shall not exceed 1.6 times the centerline radius (i.e. shall not encompass an angle greater than 90-degrees for a radii of 250 feet or greater. Also, the minimum arc length of a centerline radius design shall be 100 ft. The minimum centerline radius for residential streets shall be 250 feet. However, for corners of 90-degrees to 100 degrees on residential streets, the centerline radius may be 43.5 feet.

C. Minimum Vertical Alignment

Vertical Alignment is a function of stopping sight distance (SSD) which is given by the equation:

$$SSD = 1.47PV + \frac{V^2}{30(f+g)}$$

Stopping sight distances herein are calculated for g=0, and a perception/reaction time of 2.5 seconds (P). The minimum vertical curve length considers the algebraic difference in grades (A) of the two street segments to be joined by a curve, the rate of curvature (K), the speed, and other factors to derive the crest curve length listed in **Table 4**, or sag curve lengths as shown in **Table 5**. The minimum length of a crest or sag curve is 100 feet.

Thoroughfare Standards Rules & Regulations

TABLE 3
MINIMUM HORIZONTAL CENTERLINE RADIUS

Street Type	V (mph)	f	e (ft/ft)	(e+f)	R (Calculated) (ft)	R (Rounded) (ft)
F,G	30	0.16	-0.02	.14	428.57	450
D,E,E+	35	0.16	-0.02	.14	583.33	600
C	40	0.15	-0.02	.13	820.51	850
B,B+	45	0.15	-0.02	.13	1,038.46	1,050

TABLE 4
MINIMUM ACCEPTABLE CREST CURVE GIVEN SPEED AND DIFFERENCE IN GRADE OF ROAD

V (MPH)	SSD (ft)	K	L=KA *									
			A=1	A=2	A=3	A=4	A=5	A=6	A=7	A=8	A=9	A=10
30	200	30	100	100	100	120	150	180	210	240	270	300
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	80	100	160	240	320	400	480	560	640	720	800
45	400	120	120	240	360	480	600	720	840	960	1,080	1,200
50	475	160	160	320	480	640	800	960	1,120	1,280	1,440	1,600

* 100 foot minimum

TABLE 5
MINIMUM ACCEPTABLE SAG CURVE GIVEN SPEED AND DIFFERENCE IN GRADE OF ROAD

V (MPH)	SSD (ft)	K	L=KA *									
			A=1	A=2	A=3	A=4	A=5	A=6	A=7	A=8	A=9	A=9
30	200	40	100	100	120	160	200	240	280	320	360	400
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	70	100	140	210	280	350	420	490	560	630	700
45	400	90	100	180	270	360	450	540	30	720	810	900
50	475	110	100	220	223	440	550	660	770	880	990	1,100

* 100 foot minimum

D. Intersection Design

1. The centerline of the approaches or "legs" of street intersections should intersect perpendicular with each other, or "radially" in the case of curved street alignment. In both cases, the actual intersection angle shall not vary more than five degree in either direction from a 90-degree angle.
2. The corner radius shall be a minimum of 30 feet at the intersection of thoroughfare Types E and above with another thoroughfare Type E and above.
3. At all other intersecting streets, the corner radius shall be a minimum of 20 feet.
4. Along all thoroughfares, adequate right-of-way (ROW) shall be dedicated such that a minimum of 9-1/2 feet of parkway shall be maintained from the back-of-curb of the tangent and curve portions of the street geometry, such that adequate area for sidewalks, utilities, etc. is provided within the parkway. In general, ROW lines between intersections shall be parallel to the centerline and may include tangent and curved alignments.
5. Roadway design work at or near intersections should include a review of the existing and proposed pavement and lane markings on both sides of the intersection to verify proper lane alignment and should include any modifications to the pavement and/or pavement markings necessary to provide for safe and efficient traffic flow through the intersection.
6. The minimum spacing between adjacent streets and between a street and an adjacent median opening shall be as follows:
 - a. On an undivided roadway –
 1. Have at least 150 feet between the near curb of any adjacent street when either of the streets is a Type E or larger street or have at least 110 feet between the near curb of any adjacent street when both streets are Type F or smaller streets.
 2. If an existing street is located on the opposite of the street, the new street shall either:
 - a. align with the existing street and also meet the distance requirements from adjacent streets listed above, or
 - b. meet the distance requirements listed above
 - b. On a divided roadway –
 1. Align with an existing median opening or a new median opening installed to serve the street (subject to median opening spacing requirements of Section II.E.) and have at least 150 feet between the near curb of any adjacent street located on the same side of the street, or
 2. Be at least 150 feet from the near side of any median opening and have at least 150 feet between the near curb of any adjacent street located on the same side of the street,

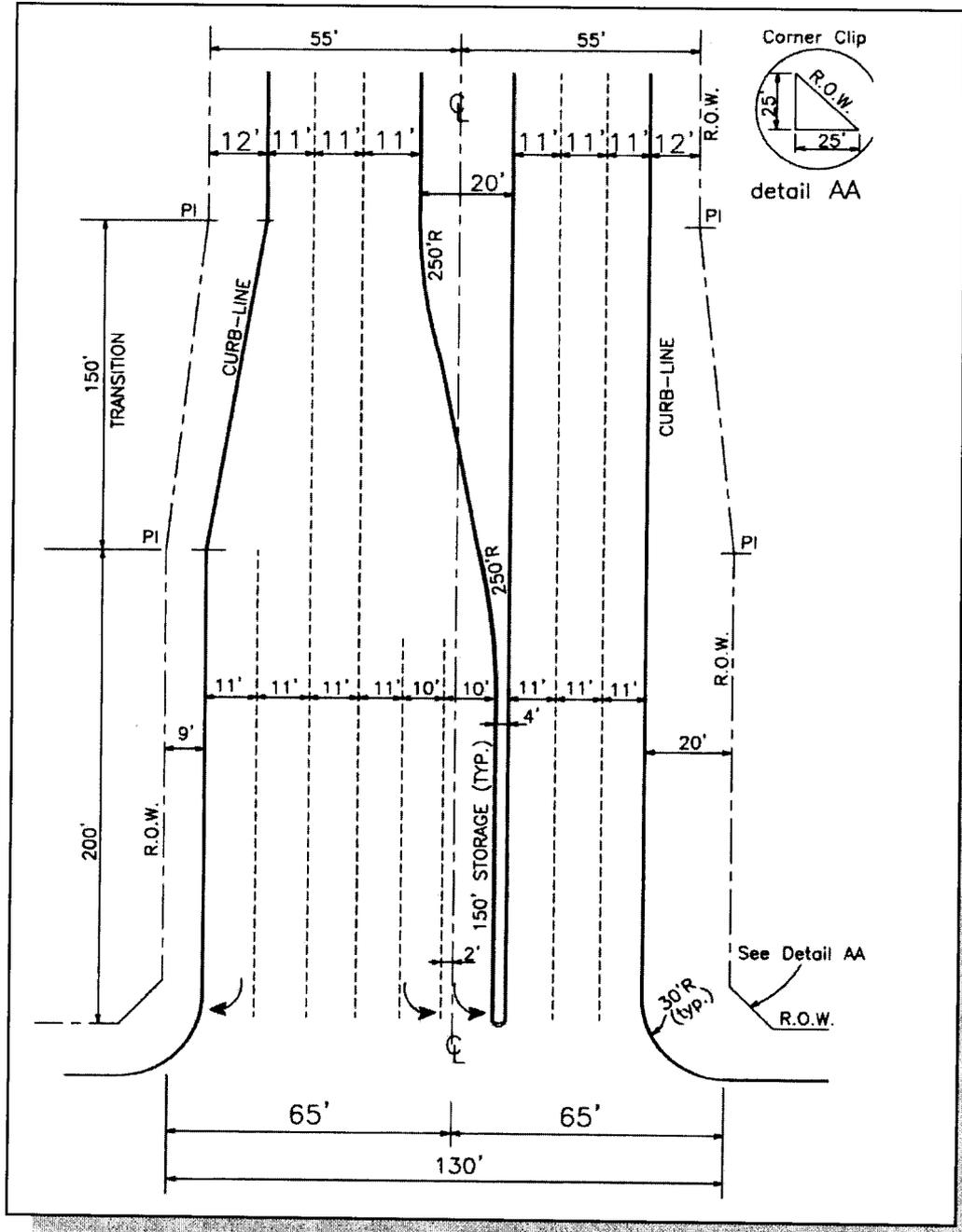
E. Type C Intersection ROW -

1. For intersections of a Type C, Major Thoroughfare with a Type B, B+, or C, the "legs" of the Type C ROW shall be expanded to 130 feet for a distance of 200 feet from the ROW line of the cross-street, and then transition back for 150 feet to the standard ROW width of 110 feet (**see Figure 1**). This flare will allow auxiliary turn lanes to be added to the intersection as needed. In general, right-turn lanes are required at all such intersections of Type C with Type B, B+, or C.
2. Tollway Intersection ROW - For intersections of a Type C, Major Thoroughfare with a tollway service road, the approach intersection width of the Type C ROW shall be expanded to 140 feet for a distance of 200 feet from the ROW line of the cross-street, and then transition back for 150 feet to the standard ROW width of 110 feet (**see Figure 2**). This flare will allow auxiliary turn lanes to be added to the intersection as needed.

F. Residential Frontage -

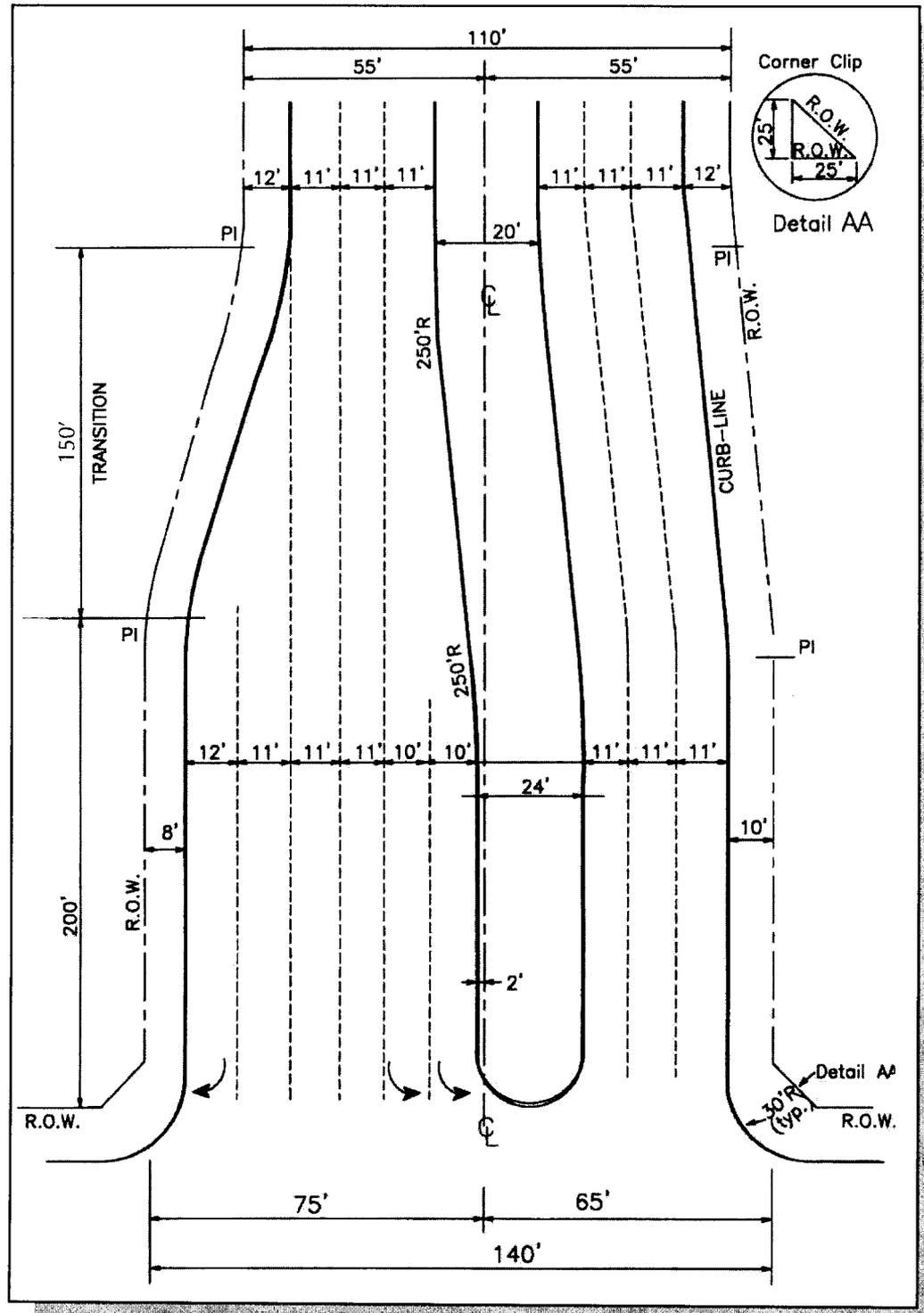
Residential houses shall not front a Type B thru D thoroughfare unless a parallel residential frontage road between the house and the adjacent side of the thoroughfare is provided. A minimum distance of 20 feet shall separate the typical curb-line of the thoroughfare and the residential frontage road in the form of a parkway. Residential frontage road ROW shall be in addition to the thoroughfare ROW.

FIGURE 1
INTERSECTION OF TYPE "C" THOROUGHFARE WITH TYPE C AND ABOVE, ROW-REQUIREMENTS



Note: dashed lines show possible geometric construction, not lane lines.

FIGURE 2
INTERSECTION OF TYPE "C" THOROUGHFARE WITH TOLLWAY SERVICE ROAD, ROW-REQUIREMENTS



Note: dashed lines show possible geometric construction, not lane lines.

G. Preston Road and Spring Creek Parkway Special Standards -

For its entire length within the city, Preston Road is designated as a "special" major thoroughfare (Type B+), meaning the number and type of driveways and median openings allowed is different than the typical major thoroughfare, thus increasing its traffic-carrying capacity.

Spring Creek Parkway is designated as a "special" major thoroughfare (Type B+) as well, from Alma Road west to the city limit line. East of Alma Drive, Spring Creek Parkway is a Type C thoroughfare that follows normal standards.

For both Type B+ streets as defined above, the following special standards shall be used:

1. Along a Type B+ street, a deceleration lane shall be provided at commercial or industrial driveways, and at its intersection with thoroughfares that are less than Type D as shown in Figure 3(a), 3(b), or 3(c).
2. The outbound right-turn lane of a driveway feeding directly onto a Type B+ thoroughfare shall use a 40-foot corner radius - see **Figure 3(a), 3(b), or 3(c)**.
3. The minimum distance between two driveways along a Type B+ thoroughfare shall be per the typical driveway spacing on thoroughfares covered in Section IV.
4. Deceleration lanes and other auxiliary lanes required along a type B+ thoroughfare shall be constructed to the same standards as the adjoining street and the cost shall be the developer's responsibility - see **Figure 3(a) - 3(g)**.
5. Full median openings at street intersections shall be separated from other full median openings by a minimum distance of one-quarter mile along a Type B+ thoroughfare. Median openings shall be accompanied by median left-turn storage lanes with no less than 60 feet in length in both directions.
6. Hooded left-turn median openings at commercial driveways shall be designed with a barrier island that blocks all traffic movements from the adjacent driveways or cross-street, but allows left-turn movements originating from a Type B+ thoroughfare to turn at the median as shown in **Figure 3(e), and 3(f)**. Along Preston Road, hooded median openings may be allowed at predetermined locations by authorized city staff. Along Spring Creek Parkway, one hooded median opening serving each direction of travel may be allowed at the approximate midpoint between two adjacent full median openings. The hooded median opening must be at least 500 feet from the near side of any adjacent full median opening.
7. There are presently no plans to construct any grade-separated interchange on Preston Road or Spring Creek Parkway. The intersection of Preston Road and Legacy Drive should be monitored over time as future traffic conditions may require re-evaluation to determine if a grade-separated interchange would be necessary.

H. Tollway and Access-Controlled Highway Corridor Special Standards

The City Traffic Engineer, and/or City Engineer, have the authority to apply these standards to proposed street and infrastructure design and construction within the City of Plano. Authorized city staff may allow or require different values for design parameters than those given herein to resolve unusual field conditions, to better serve the safety, and/or to better meet other needs of the public infrastructure.

There are both tollways and access-controlled highways that operate within the City of Plano as further described below. The following standards will not apply to U.S. 75 as it was developed under very old requirements, and redevelopment would not be feasible under the current design standards. Access/drive design along the U.S. 75 service roads will be designed to Type C thoroughfare standards.

A segment of the Dallas North Tollway (DNT) runs through the western sector of the city. The DNT Corridor as defined by Plano is bounded on the north by SH 121 and on the south by the city limits. Its east and west boundaries are defined by two parallel thoroughfares - Parkwood Boulevard and Communications Parkway.

The President George Bush Tollway (PGBT) Corridor runs east-west, at or near the south city limit lines. Its east and west boundaries are the city limits.

Thoroughfare Standards Rules & Regulations

FIGURE 3 (a)
TYPE B+
THOROUGH-
FARE
STANDARDS
(for property
with more than
410 feet of
frontage)

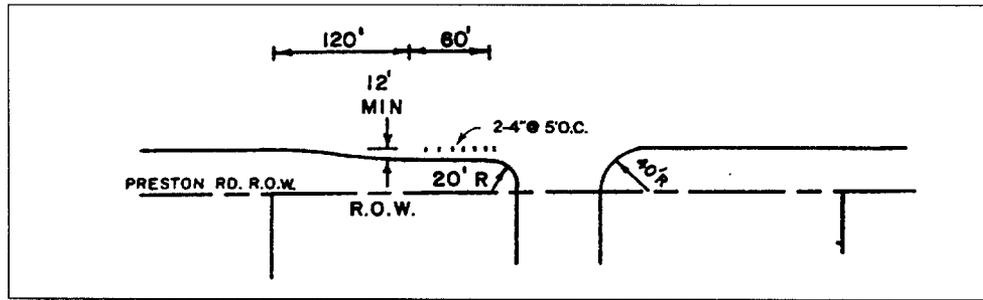


FIGURE 3 (b)
TYPE B+
THOROUGH-
FARE
STANDARDS
(for property
with more than
380 to 410 feet
of frontage feet)

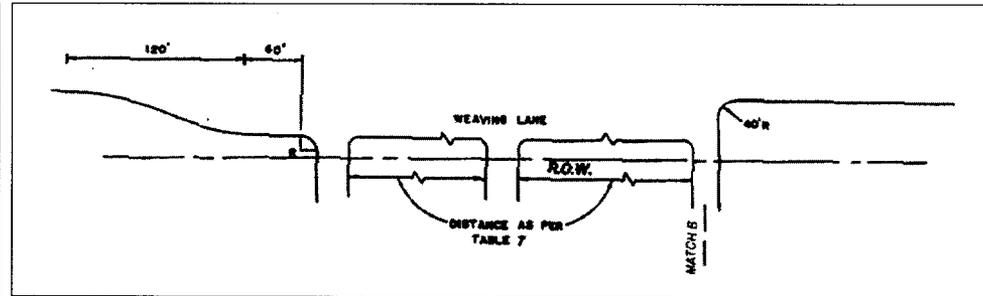


FIGURE 3 (c)
TYPE B+
THOROUGH-
FARE
STANDARDS
(for property
with less than
380 feet of front-
age)

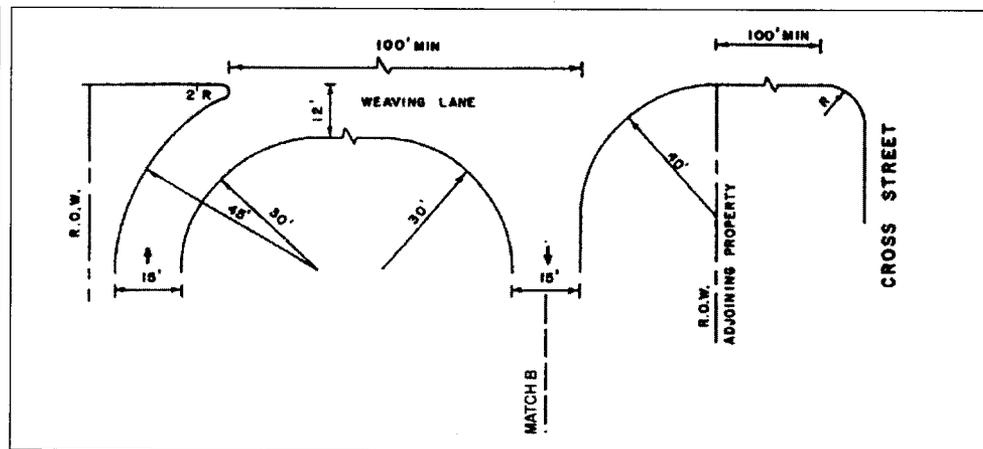


FIGURE 3 (d)
TYPE B+
THOROUGH-
FARE
STANDARDS
(for property
with downstream
R-O-W being a
street)

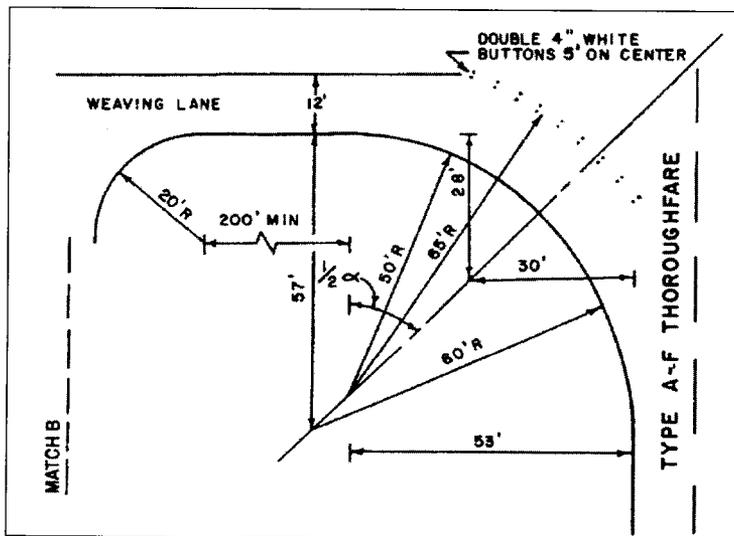


FIGURE 3 (e)
TYPE B+
THOROUGH-
FARE
STANDARDS
Hooded Median
Design

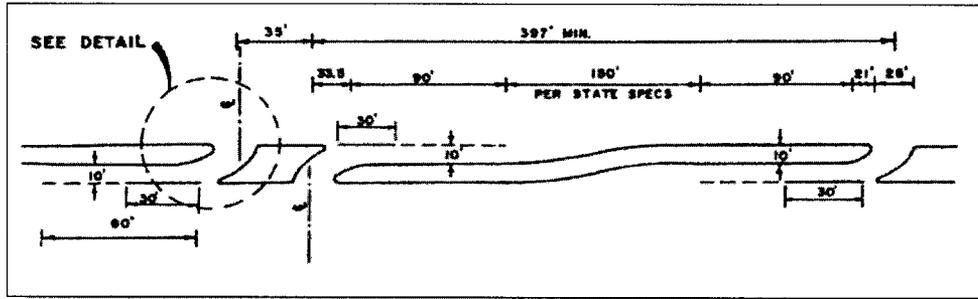


FIGURE 3 (f)
TYPE B+
THOROUGH-
FARE
STANDARDS
Hooded Median
Opening Detail

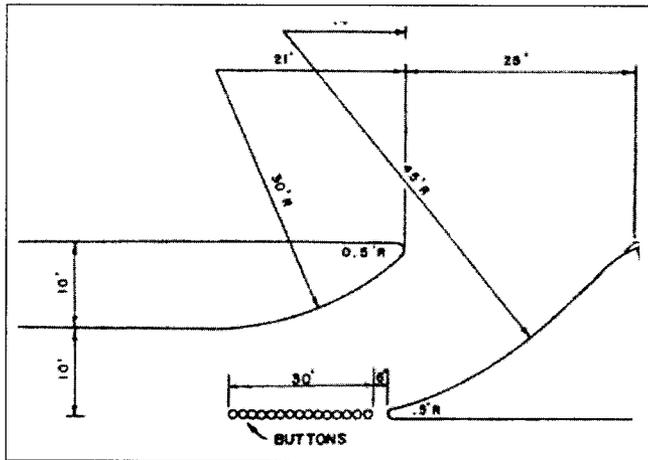
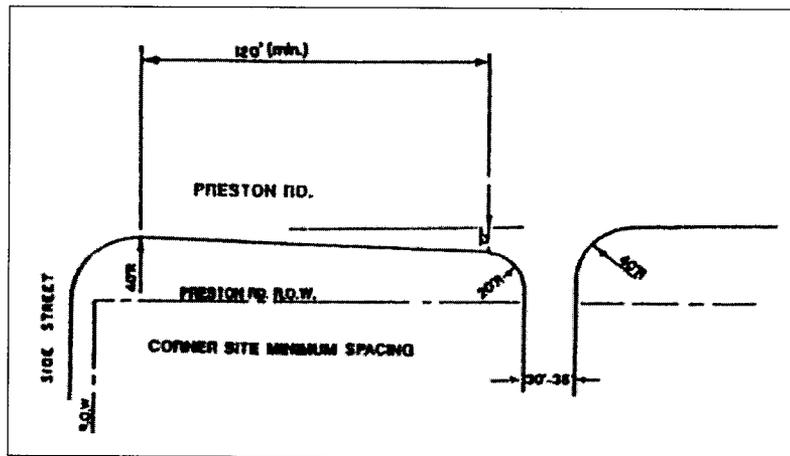


FIGURE 3 (g)
TYPE B+
THOROUGH-
FARE
STANDARDS
Minimum
Design



State Highway 121 (SH 121) runs approximately east-west, at or near the north city limit line. It is proposed to become a tollway for at least a portion of its length through Plano. It is bounded by the city limits (at Spring Creek Parkway) on the west, and Custer Road to the east.

United States Highway 75 (US 75) runs north-south in the eastern part of the city, and is bounded by PGBT to the south, and the city limits to the north.

Design standards for select elements of said corridors are detailed in the following sections.

1. Highway and Tollway Service Roads (one-way), except U.S. 75

- a. For driveway spacing relative to ramps gores, see section 2 below.
- b. For driveway-to-driveway spacing, and all other service road design elements under city jurisdiction, use the requirements of the Thoroughfare Standards Rules & Regulations herein, Section 2 below.

2. Highway and Tollway Service Roads

- a. Place no driveway neither less than 50 feet in advance of the concrete curb gore, nor less than 460 feet beyond the painted gore tip of an exit ramp - see **Figure 4(d)**.
- b. Place no driveway neither less than 460 feet in advance of the painted gore tip, nor less than 50 feet beyond the concrete curb gore of an entrance ramp - see **Figure 4(c)**.
- c. For all other roadway design elements under city jurisdiction, use other requirements of the Thoroughfare Standards Rules & Regulations .
- d. Provide a minimum spacing of 400 feet from the intersection of a crossing thoroughfare to the first downstream driveway, and provide a minimum 160 feet to the first upstream driveway - see **Figure 4(b)**.
- e. Provide minimum spacing of 325 feet between individual driveways, except where two drives are served by one deceleration lane – where the minimum driveway spacing within the lane is 120 feet - see **Figure 4(a)**.
- f. Provide a deceleration lane with at least 60 feet of storage (120 feet transition, 12 feet wide) into all driveways or multiple driveways off the service road. One deceleration lane may serve multiple driveways - see **Figure 4(a)**.

3. Thoroughfare Intersecting the DNT Tollway

Crossing thoroughfares are those streets that form an intersection, interchange, or otherwise cross the ROW of the DNT tollway to carry through traffic. At these ROW crossings, the following standards shall apply:

- a. Provide minimum spacing of 160 feet along the crossing street, from its intersection with the tollway, to the first driveway - see **Figure 5**.
- b. Starting with the second driveway, provide a minimum spacing of 150 feet between all driveways on a crossing street.
- c. On divided thoroughfares within the DNT Corridor, mid-block full-movement median openings are not allowed.
- d. On divided thoroughfares within the DNT Corridor, median hooded left turn lanes may be permitted mid-block as shown by **Figure 5** of the previous article.
- e. In the DNT Corridor, if only one mid-block turn lane is possible, priority will be given to the south side east of the tollway, and to the north side west of the tollway.

FIGURE 4(a)
DNT Driveway to
Driveway Spacing
Along Service
Road

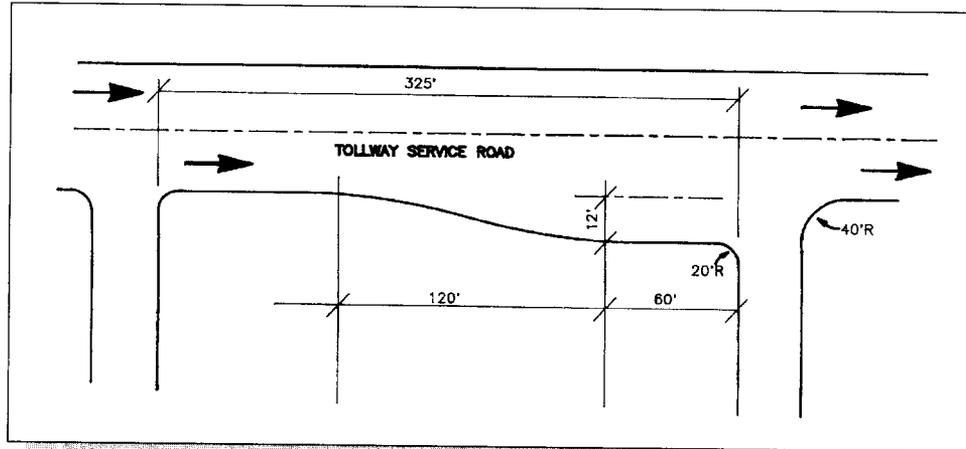


FIGURE 4(b)
DNT Driveway to
Thoroughfare Intersec-
tion Spacing
Along Service
Road

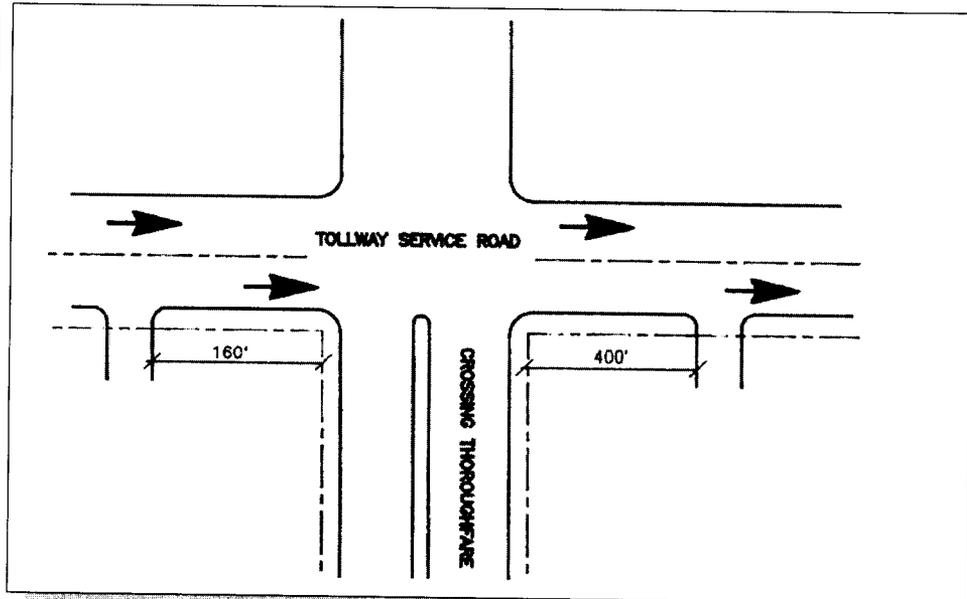


FIGURE 4(c)
DNT Driveway to
On-Ramp Spacing
Along Service
Road

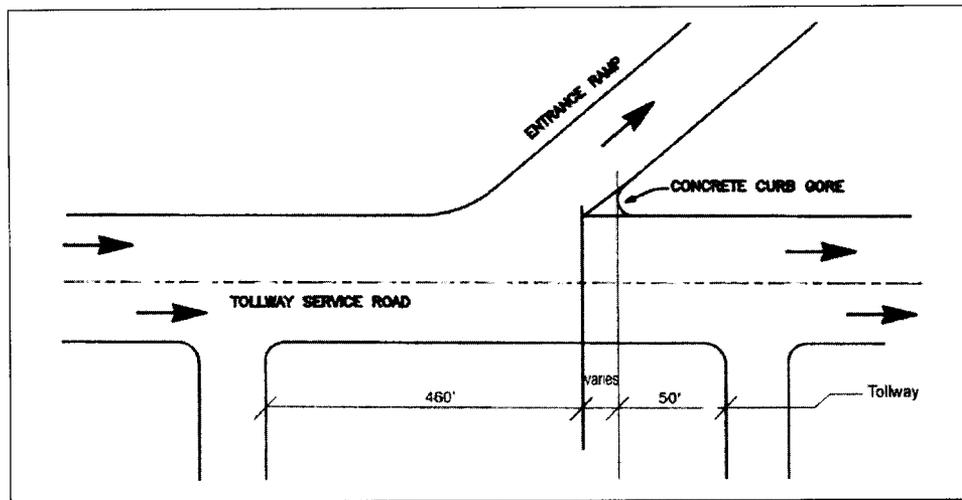
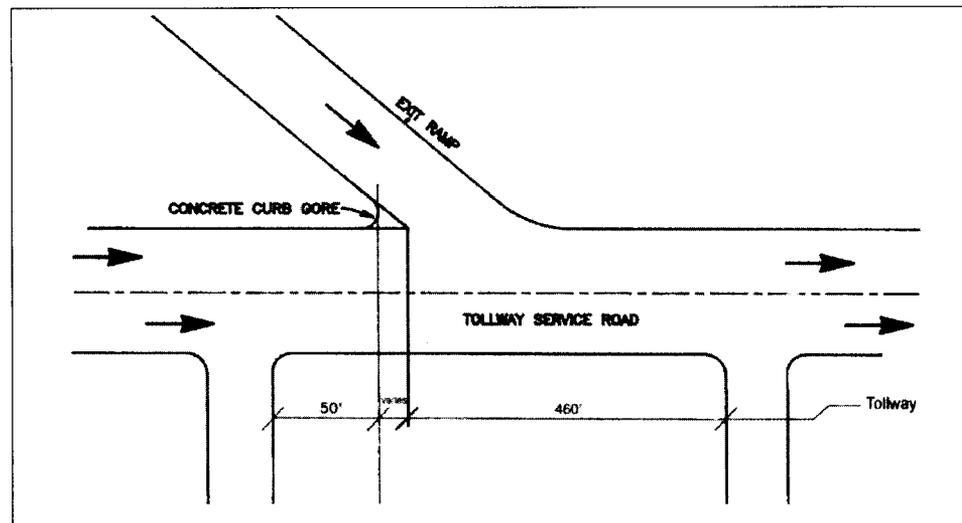
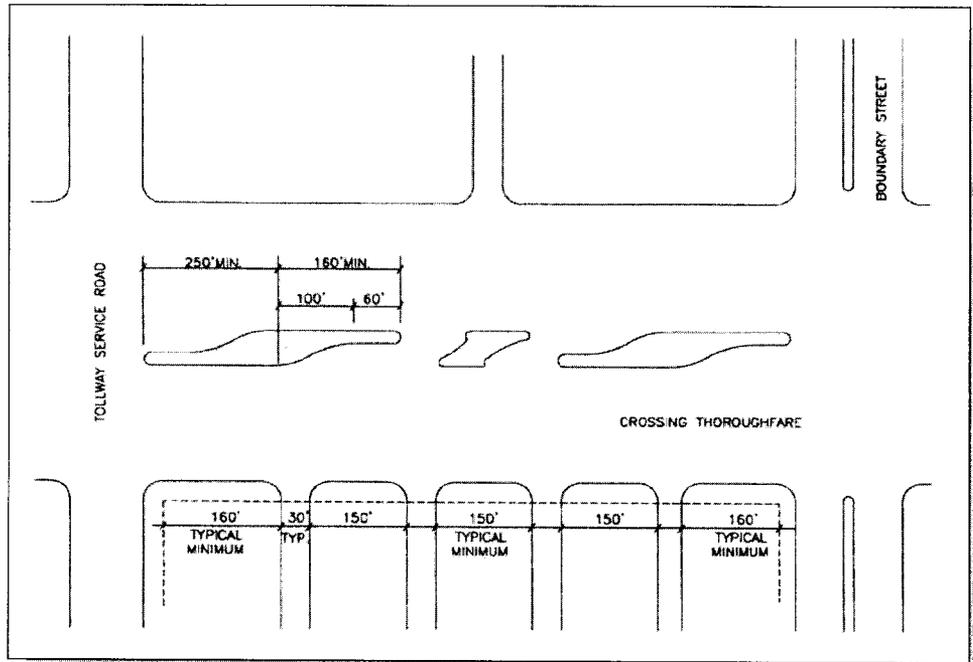


FIGURE 4(d)
TOLLWAY / SH
121 ACCESS
STANDARDS
Driveway to Off-
Ramp Spacing
Along Service
Road



**FIGURE 5
DALLAS NORTH
TOLLWAY
ACCESS
STANDARDS
Crossing
Thoroughfare
Drive Spacing**



SECTION II. MEDIAN AND LEFT TURN LANE DESIGN STANDARDS

A. Median Width -

For regular thoroughfares not subject to special design standards covered in the previous section, the design standards herein shall apply. In general, the required median width varies from a minimum of 4' to a maximum of 28' depending on the thoroughfare classification of a given street as defined in the previous **Table 1**.

B. Required Median Openings and Left-Turn Lanes -

Median openings on divided thoroughfares shall be required at all at-grade street intersections, when those intersections are of a **Type B+, B, C, D, E, E+, and F**. Median openings may be required by authorized city staff at all other street intersections, private drives, and non-residential driveways. The driveways where a median opening is required must also conform to the spacing and other design requirements herein, and the overall geometrics of the street must accommodate a median opening. Also, the median opening shall also feature left-turn lanes in the median - one in each direction that serves a single approved driveway, or the approaches of a single intersection.

C. Cost of Median Openings and Left-Turn Lanes -

Median openings and left-turn lanes constructed to serve private drives and new roads shall be paved to City standards, inspected by City inspectors, and paid for by owners served by the median openings and left-turn lanes. The City of Plano shall pay the costs of median openings and left-turn lanes constructed to serve existing dedicated streets and drives, when a Community Investment Program widening project is undertaken by the City of Plano on an existing public street.

D. Minimum Design, Left-Turn Lanes -

The minimum left-turn lane design for regular thoroughfares shall be as described below, and as illustrated in **Figure 6**. Other standards may apply as defined herein for special thoroughfares.

1. All left-turn storage areas shall be a minimum of 10 feet wide with minimum storage length as defined in **Table 6** of this section.
2. The transition curves used in left-turn lanes shall be two, 250 foot radius reverse curves with a total transition length of 100 feet for single lanes. Add 100 feet to transition length for double-left turn lanes.

E. Minimum Design, Median Opening -

1. Median openings at intersections (as measured from nose to nose of the median) shall have a minimum opening distance equal to the width of the intersecting street as measured from right-of-way line to right-of-way line, unless otherwise approved by authorized city staff.
2. The width of a mid-block median opening – as measured longitudinally along the centerline of the street - shall not be less than 60 feet, –or greater than 70 feet unless otherwise approved by authorized city staff.
3. Using the above requirements, examples of the resulting minimum distance between two (2) median openings with left-turn lanes in opposite directions (for two different driveways/intersections) are:
 - a. 310 feet from nose to nose of the median from the intersection of two major thoroughfares to a street or drive (**see Figure 6**).
 - b. 260 feet from nose to nose of the median from the intersection of two secondary thoroughfares or a secondary thoroughfare and a major thoroughfare to a residential street or a drive, and,
 - c. 220 feet from nose to nose of the median for intersection combinations of drives and/or residential streets.

F. Medians Where No Left Turn Pocket is Needed -

1. In a given segment of median (typically between two intersection) where only one "nose" of the median has left-turn provided, and where the other end or nose of the median does not have a median left-turn (in the opposite direction) because a driveway cannot or will not be installed, then the minimum tangent distance between median end and the beginning of the transition for the single left-turn lane shall be 30 feet - see Figure 7.
2. If the left-turn storage is not required on either end of a median segment , but the median is simply a spacer or barrier between two median openings, the minimum length of said median segment shall be 50 feet, measured nose to nose. (see Figure 6).

G. Medians on Public Street Into Developments –

Medians may be installed on Type E thoroughfares or smaller (undivided streets) that intersect with an equal or higher type thoroughfare, if the smaller thoroughfare serves as an entrance to a subdivisions for the purpose of aesthetic or any other purpose. In such cases, the median shall be a minimum of 4 feet wide, a maximum of 10 feet wide and at least 90 feet long. Additional right-of-way may be required to accommodate the median.

H. Close or Modify Existing Media Opening

Existing median openings may be closed or modified by city staff to better meet the travel and access needs of a given road segment. City staff shall notify, in writing, the property owners within 500 feet of the proposed median modification as measured linearly along the street on either side of the median opening. Property owners in opposition may contact city staff to discuss the proposal. Property owners in opposition may request an appeal to the P&Z using the general appeal process.

TABLE 6
MINIMUM LEFT TURN STORAGE REQUIREMENTS

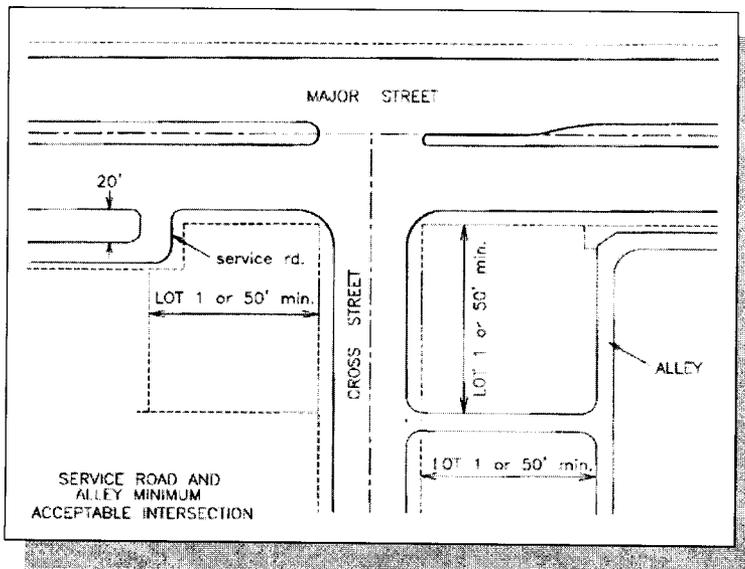
INTERSECTING THOROUGHFARES	MINIMUM STORAGE
Major with major	150 feet
Major with Secondary	100 feet
Major with Residential	60 feet
Major with Private Drive	60 feet
Secondary with Major	100 feet
Secondary with Secondary	100 feet
Secondary with Residential	60 feet
Secondary with Private Drive	60 feet

SECTION III.

ALLEY AND SERVICE ROAD DESIGN STANDARDS

- A. All alley junctions with streets shall be perpendicular or radial, within 5-degree tolerance (in either direction), at the intersection of the right-of-way lines. At their intersection with streets, alley corner radii shall not be less than 15 feet.
- B. The distance between alleys on opposite sides of an undivided street shall be less than 15 feet or greater than 75 feet as measured between closest point between the face-of-curb of one alley and the face-of-curb of the other alley.
- C. Alleys shall not form junctions with Type D and larger thoroughfares. If an alley runs parallel to, and shares a common right-of-way line with a major thoroughfare, then its alignment shall curve away from the major street and connect with another area alleyway, thus avoiding the formation of a junction. This curved alignment of a parallel alley shall occur not less than one subdivision lot-width, or a minimum of 50 feet (whichever is greater) from a cross street intersection formed by another thoroughfare that is Type F or greater as indicated in **Figure 8**.
- D. Alley Visibility Obstructions : No fence, wall, screen, sign, structure, or foliage of hedges, trees, bushes, or shrubs shall be erected, planted or maintained in any alley right-of-way. However, the city may place traffic control devices as necessary. Foliage of hedges, trees, bushes, and shrubs planted adjacent to the alleys right-of-way which are not otherwise governed by the following triangles or Section 3-1000 of the Comprehensive Zoning Ordinance of the City, shall be maintained such that the minimum overhang above the ground 1 foot outside the edge of pavement shall be 14 feet. A minimum 12 foot overhang above the entire width of the alley shall be provided in every case.
- E. At the junction of alleys with city streets, if fencing or foliage is provided near or at the property line, it shall be placed in a configuration that creates a triangular clear zone whereby the sides of the resulting triangle are 8 feet in length. (Ref. Section 3-1000, Comprehensive Zoning Ordinance.)

FIGURE 8
PARALLEL SERVICE ROAD/ ALLEY MINIMUM INTERSECTION AT A MAJOR ROAD



SECTION IV

ACCESS MANAGEMENT POLICY AND DRIVEWAY DESIGN STANDARDS

Many elements are involved in providing access to residential and commercial properties. However, for the purposes of this document, "access" (or access point) is defined as the location, frequency, spacing, and design of driveways along the frontage, or perimeter of a given property that allow vehicular traffic to cross between the public right-of-way to the private property, whether entering or exiting.

The City's policy on access management is to allow access points to be developed for a property that are consistent with the technical criteria herein, and that achieve a balance among the following major factors: the mobility needs of the adjacent roadway; the access needs of the property; the design parameters and operations of adjacent highway elements (state/federal); and the safety needs of general vehicular and pedestrian traffic. These and other technical factors should be considered in applying the design criteria herein.

The issue of access is covered in this section. Elements such as median openings and auxiliary lanes for driveways are covered elsewhere in this document, and may be a part of the technical considerations for an access point. Table 7 specifies the relative distance between successive driveways on any given street, thoroughfare, or State roads within Plano. The sections below give further details about applying the access policy.

A. Procedure for Allowing Access on City Streets

1. Application Procedure

An applicant wishing to apply for a new access point should submit a site plan or concept plan depicting the driveway or median opening location on a given city street. Typically, these documents are generated as part of a new development approval process as required in the *Zoning and Subdivision Ordinance*. The proposed access point shall satisfy all applicable City requirements.

2. Deviation Procedure

A party wishing to deviate from the City's access standards for a driveway on a city street shall submit an engineering study detailing why a deviation from the criteria will not adversely affect vehicular and pedestrian traffic and safety. The engineering study is then subject to review and approval by authorized city staff.

The study area size and analysis requirements may be determined at the sole discretion of authorized city staff. However, the study area is generally limited to a 1,000-foot radius from the site containing the access point. The engineering study may typically include an analysis of the following considerations:

calculated site traffic assigned to the driveways and street network; existing area traffic; level of service analysis for street segments, driveways, unsignalized intersections, and signalized intersections for a given area; and a preliminary engineering plan depicting the proposed access deviation plotted in conjunction with the area city street network, including distances between the proposed drive, and other driveways, intersections, median openings, etc.

A constructability analysis should also be presented based on the preliminary design. Its purpose would be to illustrate site and area conditions that may impede an adherence to the standards of the access policy. Also, pedestrian access routes should comply with the Americans with Disabilities Act and Texas Department of Licensing and Regulation (TDLR) requirements.

B. Procedure for Allowing Access on State Roads

1. Application Procedure

An applicant wishing to apply for an access point on a new or existing state road should submit a site plan or concept plan depicting the driveway or median opening location on a given state roadway to the City. Typically, these documents are generated as part of a new development approval process as required in the *Zoning and Subdivision Ordinance*.

If the plan satisfies all applicable City and TxDOT (Texas Department of Transportation) requirements and standards, the access points on the plans will be certified as "access meets city requirements" by the City. If the proposed access points do not meet the access policy criteria (e.g. two successive driveways are too close), the access points will be certified as "access does not meet city requirements." The applicant may then resubmit a modified access plan that does meet the existing technical criteria, or they may offer an alternative access strategy under the "deviation procedure" detailed below.

However, if the driveway is needed to keep from land-locking a property where TxDOT does not own the access rights, or if it is a replacement, or re-establishment of access to the state highway system under reconstruction, rehabilitation, then the full engineering study may be replaced by a preliminary design of access plan. This plan will be submitted to the city for review and approval by authorized city staff first, and then to the appropriate TxDOT office for review and approval.

The study area size and analysis requirements may be determined at the sole discretion of the authorized city staff – such as the Manager of the Transportation Engineering Division. However, the study area is generally limited to a 1-mile radius from the site containing the access point. The engineering study may typically include an analysis of the following considerations:

calculated site traffic assigned to the driveways and street network; existing area traffic – Including service road and ramp volumes; level of service analysis for ramps, ramp junctions, service roads, street segments, driveways, and signalized intersections for a given area; and a preliminary engineering plan depicting the proposed access deviation plotted in conjunction with the area city street and state road network, including distances between ramps and driveways.

A constructability analysis should also be presented based on the preliminary design. Its purpose would be to illustrate site and area conditions that may impede an adherence to the standards of the access policy. Also, pedestrian access routes should comply with the Americans with Disabilities Act and Texas Department of Licensing and Regulation (TDLR) requirements.

C. Driveway Definition

The definition of the driveway types, for the purposes of this document, are as follows:

1. A "residential" driveway provides access to a single-family residence, to a duplex, or to a multi-family building containing five or fewer dwelling units. These drives shall be allowed to intersect and access some secondary thoroughfares and smaller streets only (Type E and smaller) only. All other access to residential property abutting all other thoroughfares shall be off an alley or a service road, but not the thoroughfare..
2. A "commercial" driveway provides access to an office, retail or institutional building, or to a multiple-family building having more than five dwelling units. Commercial drives shall be allowed to intersect and access Major or Secondary Thoroughfares only (Type B+, B, C, D, E, E+). It is anticipated that such buildings will have minor truck traffic for incidental service or delivery.
3. An "industrial" driveway serves truck movements to and from loading areas of an industrial facility, warehouse, distribution center, truck terminal, etc. Industrial drives shall access Major or Secondary Thoroughfares only (Type B+, B, C, D, E, E+).

Note: See article V, Section 5.4 g of City of Plano Subdivision Ordinance for Type E access restrictions.

At an industrial facility, a driveway whose principle function is to serve administrative or employee parking lots shall be considered commercial driveway.

Centralized retail development, such as a community or regional shopping center, may have one or more driveways specially designed, signed and located to provide access for trucks. Such driveways shall be considered industrial driveways.

4. For all types of driveways herein, two-way driveways shall always be designed to intersect the adjacent street at an approximate 90 degree angle. One-way driveways may be designed to intersect a street at an angle of either 90 degrees or 45 degrees.
5. Joint access residential drives shall have no less than 9 feet on each property.

Note: Joint access residential drives shall have no less than 9 feet on each property.

Thoroughfare Standards Rules & Regulations

D. Driveway Width

As the term is used herein, the width of a driveway refers to the width of pavement measured orthogonally between the two curb-lines of the same driveway that define the functional traffic lanes of the driveway, and that have a point-of-intersection with the curb radii that connect the driveway curb-lines to the adjacent street curb-lines.

1. Residential driveways onto streets shall have a minimum width of 12 feet and a maximum width of 24 feet (see Figure 9 (a)).
2. Commercial/Industrial drives, two-way, two lane operation - these types of driveways shall have their width determined as follows:
 - a. Commercial driveways shall have a minimum width of 24 feet and a maximum width of 30 feet. However, up to 40 foot width drives may be used for vehicle-fueling service stations see Figure 9(b).
 - b. Industrial driveways shall have a minimum width of 30 feet and a maximum width of 40 feet - see Figure 9 (b).
3. Commercial/Industrial - two-way, three-lane operation - these types of driveways shall have their width determined as follows:
 - a. Commercial driveways with two-way, three-lane operation shall have a minimum width of 36 feet and a maximum width of 40 feet.
 - b. The radius for the inbound direction shall be 30 feet. The radius for the outbound direction shall be a minimum of 20 feet and a maximum of 30 feet.
 - c. Pavement markings shall be installed to define the centerline between the opposing directions of travel and between the two lanes operating in the same direction.
 - d. Pavement markings and signs to indicate the permitted or required exiting movements shall be installed and maintained by the property owner.
 - e. The pavement markings shall be consistent with the Texas Manual on Uniform Traffic Control Devices, and/or with City practices and standard - see Figure 9 (d).
4. Commercial/Industrial - two-way, divided, two-lane operation - these types of driveways shall have their width determined as follows:
 - a. 90 degree drives shall have a width of 22 feet with a 30 foot radius for the inbound direction, and 22 feet of width for the outbound direction, with a separation or barrier median with a minimum width of 4 feet and a maximum of 10 feet - see Figure 9 (c).
 - b. Joint access commercial/industrial drives shall have no less than 10 feet on each property, with the full drive width and access pavement to the property built for the development at the same time.

Note: Joint access commercial/industrial drives shall have no less than 10 feet on each property, with the full drive width and access pavement to the property built for the development at the same time.

Note: All commercial and industrial drives will have an unbroken curb length of not less than 20 feet from the right-of-way, or 30 feet from the roadway curb, whichever is greater, extending into the site on each side of the drive, see Figures 9 (b) & 9 (c).

Note: A summary of driveway widths, radii and angle requirements are given in Table 6.

Thoroughfare Standards Rules & Regulations

TABLE 7
DRIVEWAY SPACING IN RELATION TO OTHER DRIVES GIVEN THE DESIGN SPEED OF THE STREET

STREET TYPE	DESIGN SPEED (MPH)	MINIMUM DRIVEWAY SPACING (FT)
F, G	30	90
D, E, E+	35	100
C	40	120
B, B+	45	150

TABLE 8
SUMMARY OF DRIVE REQUIREMENTS

	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	COMMERCIAL/ INDUSTRIAL-DIVIDED	
				IN	OUT
Minimum Width	12'	24' (two lane) 36' (three-lane)	30'	22'	22'
Maximum Width	24'	30' (two lane) 40' (three-lane)	40'	22'	22'
Curb Radii	5' - 10'	20'-30'*	25'-30'	30'	20'-30' Commercial 25'-30' Industrial
Intersecting Angle	90°, 45°	90°, 45°	90°, 45°	90°, 45°	90°, 45°

* 30 foot radius required for inbound direction on two-way three-lane drive

E. Driveway Radius

All driveways intersecting dedicated streets should be built with a circular curb radius connecting the raised curb line of the roadway to the curb line or pavement edge of the driveway. Driveway radii shall have a point-of-curvature on the adjacent street curb-line (typically established along the back-of-curb line), so that that the rest of the driveway falls entirely within the subject property line. This does not apply to alleys.

1. 90 Degree Driveway Curb Radii

- a. The curb radii for a residential drive shall be a minimum of 5 feet and a maximum of 10 feet - see Figure 9(a).
- b. The curb radii for a commercial drive shall be a minimum of 20 feet and a maximum of 30 feet, except as otherwise noted in this document.
- c. The curb radii of an industrial driveway shall be a minimum of 25 feet and a maximum of 30 feet - see Figures 9 (b), 9 (c). except as otherwise noted in this document.

F. Driveway Spacing and Location in Relation to Other Drives

1. Residential - Driveways or access points on a given lot of land devoted to a single land use shall not occupy more than 70% of the linear frontage of one side of the lot adjacent to a roadway. No more than two (2) driveways or access points per adjacent street shall be permitted on any lot.
2. Commercial and Industrial - For a given tract of land or development, the spacing and location of driveways shall be a function of both existing adjacent driveways, and proposed driveways on other approved plans. The spacing between driveways shall depend upon the speed limit of the Major or Secondary Thoroughfare as shown in Table 7. Driveways shall not be permitted in the transition area of any deceleration lane or right turn lane.
3. The "minimum driveway spacing" shall be measured parallel to the street right-of-way between every two, successive driveways (both existing and proposed). The distance being measured will be from the beginning of the closest tangent curb-line of one driveway, to the closest tangent curb-line of the next driveway. Please note the measurement is not taken from centerline or radius of any driveway - see Figure 9 (b).

G. Driveway Spacing in Relation to a Cross Street**1. 90 Degree Drive, Distance to Cross-street**

- a. Driveways along the curbline of a Collector (Type F) or Residential Street (Type G and smaller) shall be located a minimum distance equal to the driveway radius from the end of the street radius of the closest intersection of a Type F or smaller street- see Figure 10(a). That is, the driveway radius may begin at the end of the intersecting street radius.
- b. Driveways along the curbline of a Residential Street (Type G or smaller), Collector Street (Type F), or Secondary Thoroughfare (Type D, E, E+) shall be located a minimum of 30 feet from the end of the street radius of the closest Major Thoroughfare (Type B, B+, C) or Secondary Thoroughfare (Type D, E, E+) - see Figure 10(b).
- c. Driveways along the curbline of a Major Thoroughfare (Type B, B+, C) shall be located a minimum of 100 feet from the closest right-of-way line of the closest intersection (any Thoroughfare type) along the Major Thoroughfare - see Figure 10(c). If the property frontage being served by said driveway is such that both the drive and the drive's curb radius cannot be totally within the proposed development, the drive shall be situated so as to create a joint access drive.

Thoroughfare Standards Rules & Regulations

FIGURE 10(a)

DRIVEWAY SPACING IN RELATION TO A CROSS STREET —
Driveway at 90° on a Collector or Residential Street

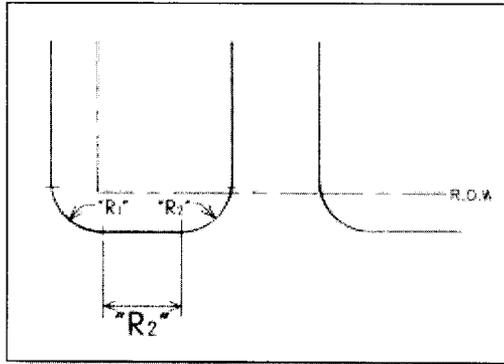


FIGURE 10(b)

DRIVEWAY SPACING IN RELATION TO A CROSS STREET —
Driveway at 90° on a Secondary Thoroughfare

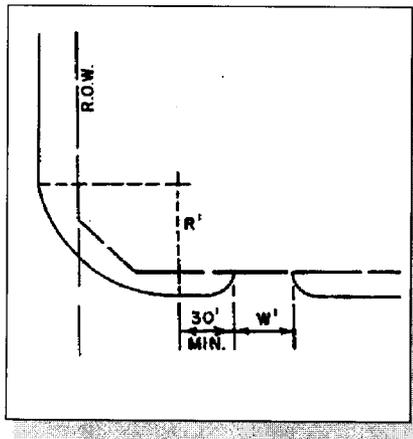
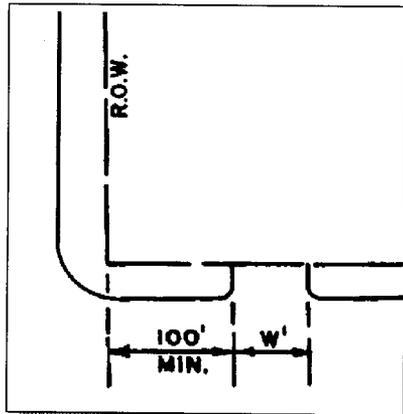


FIGURE 10(c)

DRIVEWAY SPACING IN RELATION TO A CROSS STREET — Drive-
way at 90° on a Major Thoroughfare



Thoroughfare Standards Rules & Regulations

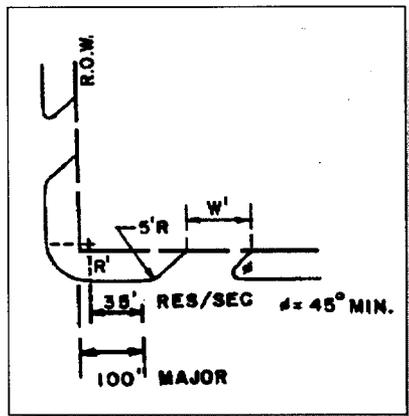
2. 45 Degree Drive, Distance to Cross Street

- a. If one-way angle drives are used, the radius for the driveway on a Residential Street, Collector, or Secondary Thoroughfare shall be a minimum 35 feet from an intersecting street's end of curb radius. On a Major Thoroughfare, the drive shall be located a minimum of 100 feet from the closest right-of-way line of the closest street intersection (any Thoroughfare Type) along the Major Thoroughfare. If the property frontage being served by said driveway is such that both the drive and the drive's curb radius cannot be totally within the proposed development, the drive shall be situated so as to create a joint access drive - see Figure 10(d).

3. Driveways at 90 Degree Corners

Commercial and industrial driveways and driveways serving other than a single family residence shall not be located within the limits of the radius at approximate 90 degree corners or turns. Driveways located near approximate 90 degree corners or turns should be at least as far away from the corner as the spacing requirements established in 1 and 2 above.

FIGURE 10(d)
ANGLE
DRIVEWAY
SPACING IN
RELATION TO
A CROSS
STREET



Section V Sidewalk and Location Design Standards

A. Definition of Sidewalk

A sidewalk is defined as that paved area in a roadway right-of-way between the curb line or the edge of pavement of the roadway and the adjacent property lines for the use of pedestrians. The maximum grade of the sidewalk shall be 1/2" per foot, the maximum crossfall of the sidewalk shall be 1/4" per foot. However, the sidewalks shall also be designed in accordance to the requirements of the Americans with Disabilities Act (ADA) regulations where applicable.

Sidewalks shall conform to the following standards:

1. Zoning Classification Requiring Sidewalks - Concrete sidewalks designed and located according to City standards shall be constructed along all streets in all zoning classifications except agriculture zoning. Sidewalks shall be built at the time of site development. Should it be impractical to install the sidewalk at that time, funds for the sidewalk construction shall be placed in escrow with the City for use when the City determines sidewalks are needed. Payment of escrow shall be made prior to site plan or final plat approval.
2. Residential Areas (Single Family and Duplex) - A concrete sidewalk, minimum 4 feet in width, shall be located within the street right-of-way (R-O-W), 2-1/2 feet from the R-O-W line, unless pre-existing physical encroachments (e.g. utility infrastructure or trees) dictate otherwise. An adequate passing zone as defined in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) should be provided where appropriate along the sidewalk. Sidewalks and parkways (curb to R-O-W) shall be graded at 1/4 inch per foot above the top of the street curb.
3. Non-residential Areas and Apartment Complexes - A concrete sidewalk, a minimum 4 feet in width, shall be located in street right-of-way (R-O-W) not more than 2 1/2 feet from the R-O-W line. An adequate passing zone as defined in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) should be provided where appropriate along the sidewalk. If other materials are placed in the R-O-W between the sidewalk and curb, the material shall meet City specifications and be of a color and texture distinctly different from the sidewalk and specified on the site plan.
4. Meandering Sidewalks - Sidewalk easements adjacent to the standard R-O-W will be required, if necessary, for meandering sidewalks. The edge of the sidewalk closest to the street shall be located minimum 5 feet from the back-of-curb and shall meander into the sidewalk easement. Sidewalk easements shall provide a minimum clearance of 2-1/2 feet beyond the edge of the sidewalk farthest from the street.
5. Exceptions - If it should be necessary to construct the walk adjacent to the curb line, the walk shall be a minimum of 5 feet in width. If the required sidewalk is to be placed outside of the roadway right-of-way, it must be placed in a sidewalk easement. Approval of planned exceptions and sidewalk easements shall be made at the time of site plan or plat approval.
6. Waiver - The sidewalk required in non-residential areas may be waived by the Planning & Zoning Commission either temporarily or permanently at the time of site plan or final plat approval. The Waiver may be granted based on site conditions and/or location of the tract.
7. Areas Without Screening Walls - In areas on major and secondary roadways where screening is not required or a type of screening other than a wall is used, (e.g., a berm, foliage, etc.) a minimum 4 foot sidewalk will be constructed not more than two and 2-1/2 feet from the right-of-way line.
8. Areas with Screening Walls - In areas where a screening wall is provided, a concrete sidewalk shall be constructed contiguous with the screening wall. The street side of the sidewalk shall run parallel to the street curb. The sidewalk shall be a minimum of 5 feet wide and the measurement shall be made from the

street side of the sidewalk to the face of the screening wall columns.

9. Sidewalk on Bridges. Bridges on Type C or larger thoroughfares shall have a sidewalk constructed on each side of the bridge. If the sidewalk is part of a designated or planned bike route the minimum width of sidewalk shall be 10 feet to accommodate two-way bike traffic. If the sidewalk is not part of a bike route, the minimum width of sidewalk shall be 6 feet. In both cases, a parapet wall shall be provided adjacent to the curb of the thoroughfare, and with a standard pedestrian bridge rail protecting the sidewalk on the outside edge of the bridge.

10. Sidewalks Under Bridges. When a pedestrian pathway is needed along the embankment of a roadway that traverses under the bridge of another roadway - new or reconstructed, and if the subject sidewalk is part of a designated or planned bike route, the minimum width of sidewalk shall be 10 feet to accommodate two-way bike traffic. If the sidewalk is not part of a bike route, the minimum width of sidewalk shall be 8 feet.

B. Barrier-Free Ramps -

Curbs and walks constructed at intersections of all streets and thoroughfares must comply with the provisions of the ADA and be constructed in a manner to be easily and safely negotiated by disabled persons. Additionally, they should also meet the city standards as detailed in the city's *Standard Construction Details* plan sheets.

Section VI Public Right-of-Way Visibility

A. Visibility Triangles

It is the goal of the city to maintain adequate visibility between opposing or conflicting traffic movements at intersections and at access point locations where private streets or commercial or industrial driveways connect to public streets. This is accomplished by restricting the presence of obstructions within specified areas of the right-of-way and adjacent property at and/or near the intersection corners or access points.

This corner clear zone is equivalent to the portion of the driver's field of vision (or cone of vision) necessary to maneuver through an intersection, and it can be defined as a "visibility triangle" as detailed herein.

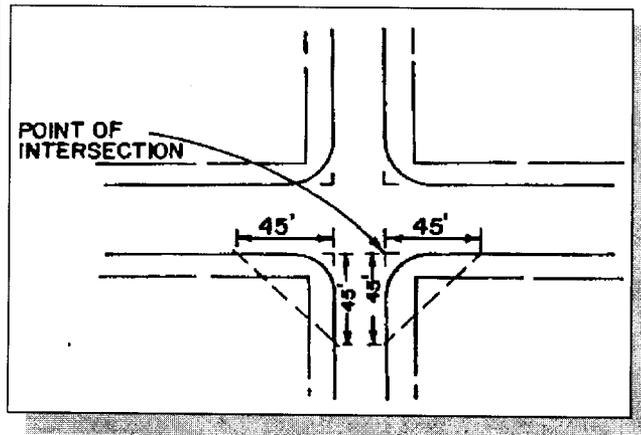
A plan showing the plan/profile of the street on both sides of each proposed intersection or access point to the proposed development with the grades, curb elevations, adjacent intersections or access points, and all items (both natural and man-made) within the visibility triangles shall be provided with all site plans, if not already shown on engineering plans that are submitted at the same time.

The plan and profile shall be free of obstructions within the horizontal and vertical limits of the visibility triangles defined herein.

1. Visibility Triangle Obstructions Defined: Obstructions within a visibility triangle include fences, walls, screens, signs, structures, foliage, hedges, trees, bushes, shrubs, berms, parked vehicles, or any other item or element, either man-made or natural that are erected, built, planted, or maintained.

However, single-trunk trees, traffic control devices, street lights, and other utility elements that cannot reasonably be placed elsewhere, may be placed within a given visibility triangle.

FIGURE 11
STREET
INTERSECTION
MINIMUM
VISIBILITY TRI-
ANGLE



2. Minimum Visibility Triangle Defined

- a. The field of vision at intersections and access points shall have a clear zone free of obstructions between the elevation of 2.5 feet (30 inches) and 9 feet above the average gutter elevation within a triangular area formed by extending the two curb lines 45 feet back from their imaginary point of intersection at each corner of the given intersection, and connecting the two resulting end points with an imaginary line, thereby making a right triangle (90-degree) for the typical intersection as shown in Figure 11. ***This triangle will be implemented through the platting process and will apply only to new construction.***
- b. The criteria for the minimum triangle applies to intersections and access points that are controlled by a Yield sign, Stop sign, traffic signal, or no traffic control device. Furthermore, the visibility triangle shall be used when considering intersections that are existing, proposed, under construction, and existing intersections with proposed modifications.
- c. The minimum visibility triangle at intersections and access points with a slight skew angle should be drawn to approximate an orthogonal intersection. The minimum triangle at intersections with a significant skew angle (over 30 degrees) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers.
- d. The minimum visibility triangle at an intersection or access point within a curve on the street alignment should be drawn to approximate a street with a linear alignment.
- e. If there are no curb lines existing, the triangular area shall be formed by extending imaginary lines along the property lines from their real intersection point 30 feet back from the street intersection, and then connecting the two resulting end points with an imaginary line, thereby making a triangle similar to the one shown in Figure 11.

3. Desirable Visibility Triangle Defined:

- a. The field of vision at intersections and access points shall have a clear zone free of obstructions between the elevation of 2.5 feet and 9 feet above the average gutter elevation, within a "desirable" visibility triangle area as detailed further in this section. The desirable visibility triangle is not intended for application at intersections of two Type G roadways, at access points along the curblines of a Type G or smaller street, at intersections of a Type G with a Type F or smaller street, or at residential driveways.
- b. The criteria for the minimum triangle applies to intersections and access points that are controlled by a Yield sign, Stop sign, traffic signal light, and those with no traffic control devices. Furthermore, the desirable visibility triangle shall be used when considering intersections that are existing, proposed, under construction, and existing intersections with proposed modifications.
- c. In previous years, the visibility triangle was based in part on the stopping sight distance of the opposing cars, a distance which can vary with road speed. However, the year 2001 edition of AASHTO's Policy on Geometric Design of Highways and Streets presents a method based on "gap acceptance" which is adopted herein.

The gap acceptance method is based on research that shows the driver on the minor street requires a small time period when there is no oncoming traffic near the intersection to execute a maneuver. This "gap" in the traffic stream, as measured in seconds, tends to remain constant for a variety of speeds and conditions.

The standard, minimum case for the desirable triangle requirement herein includes a 8.0 second time gap to accommodate left, right, or through movements of a passenger vehicle from a cross-street to a major, multilane street (6-lane divided street). The cross-street centerline grade can vary between 3% upgrade (uphill), to a 3% downgrade (downhill) value of for the standard case. Table 9 summarizes the length of the triangle leg along the major street, which uses the same value for a left-turn or right-turn triangle. The through movement is automatically covered by these two triangles.

In the event that the posted speed limit and the design speed are not the same, the higher of the two speeds shall be used to determine the visibility triangle. Figure 12 depicts the typical geometric construction of a visibility triangle for a given cross-street. Note that significant portions of the median may be encompassed by these triangles.

FIGURE 12
STREET INTERSECTION DESIREABLE VISIBILITY TRIANGLE

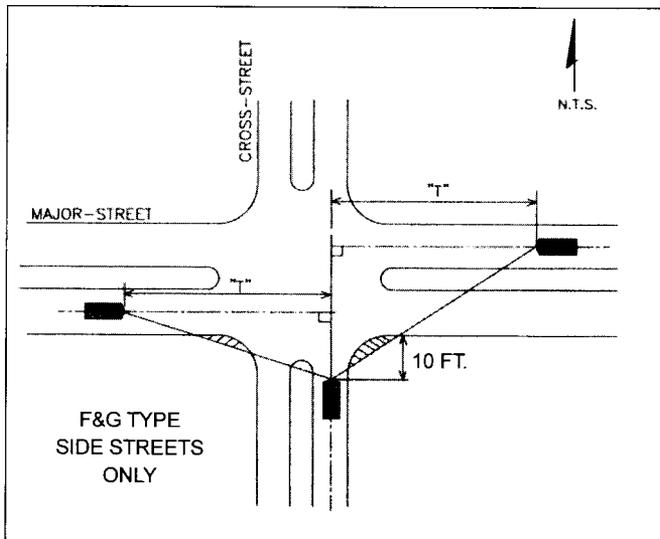
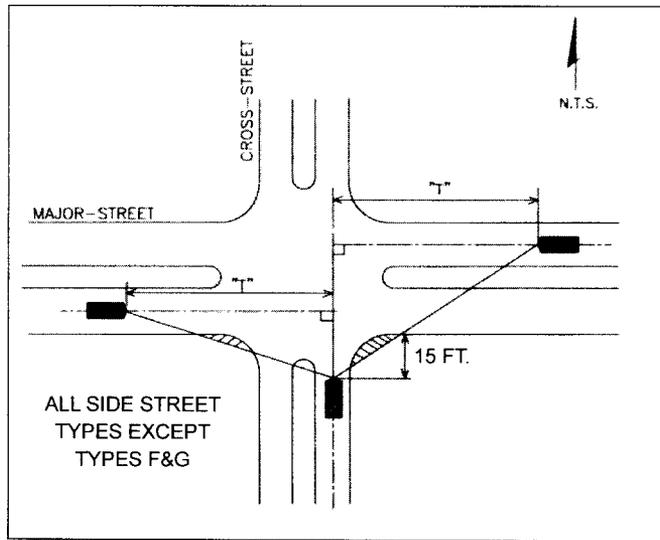


TABLE 9
MINIMUM SIGHT DISTANCE AT AN INTERSECTION

STREET TYPE	SPEED LIMIT	T (FT.)
F, G	30	355
D, E, E+	35	415
B, C	40	475
B+	45	535

- d. The desirable visibility triangle at intersections and access points where the minor street or driveway grades are greater than 3-percent (up or down), the triangle dimensions may be increased or modified by authorized city staff to maintain or improve the drivers field of vision based on the AASHTO manual.

Note: No Plantings or berms over 30-inches above the average gutter elevation are allowed in the median for the length of the left turn stacking space unless specifically agreed upon by authorized city staff.

- e. The desirable visibility triangle at intersections and access points with a slight skew angle will result in an acute or obtuse triangle, rather than a right-triangle (90-degrees). The desirable visibility triangle at intersections and access points with significant skew angles (greater than 30 degrees) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers. Additional analysis based on the AASHTO manual may be required by authorized city staff to determine an adequate visibility clear zone.

- f. The desirable visibility triangle at an intersection or access point where the street alignment has a slight curvature should be drawn to approximate a street with a linear alignment. The desirable visibility triangle at intersections and access points on streets with significant curvature (centerline alignment with a degree of curvature of 7 or sharper) may be increased or modified by authorized city staff to maintain or improve the field of vision of drivers. In these cases, the visibility triangle technique may not be adequate to define a clear zone in the drivers field of vision, and additional analysis based on the AASHTO manual may be required by authorized city staff to determine an adequate clear zone. In general, intersections and access points along a sharp curve on a major street should be avoided in design.

- g. For intersections that are constructed in phases and put into operation during or between construction phases, the desirable visibility triangle shall be established at the initial phase to cover the geometric condition that requires the largest, or most restrictive visibility triangle for any of the foreseeable phases or planned, final street intersection geometry.

For example, in some cases the largest visibility triangle may be required for the final geometric condition of the intersection, but said triangle shall be established with the initial phase of construction.

4. Geometric Construction for Desirable Visibility Triangle for a Typical Intersection - In the plan view, the horizontal clear area at the intersection of a proposed street/drive shall be defined as being within a triangular area formed by the following imaginary lines (see Figure 12):

Beginning at the assumed point of the driver's eye on the minor street approach, 15 feet back of the curb for all street types except Type F and Type G streets; and 10 feet back of the curb for Type F and Type G streets; and running parallel to the centerline of the left most minor street approach lane to a point 5 feet into the nearest lane approaching from the left or to a point 5 feet into the nearest lane approaching from the right for a vertex. Proceeding along the major street parallel to the centerline of the street a distance of "T" to a point for a vertex; and proceeding back to the assumed point of the driver's eye to complete the visibility triangle.

Thoroughfare Standards Rules & Regulations**32****B. R.O.W. Obstructions Outside the Visibility Triangles**

1. Fences, walls, screens, signs and other structures shall conform to the Comprehensive Zoning Ordinance of the City, as amended, and to the Sign Ordinance of the City.
2. Foliage of hedges, trees and shrubs in public right-of-ways which are not otherwise governed by Section 3-1000 or 1200 of the *Comprehensive Zoning Ordinance of the City*, or the visibility triangles described herein shall be maintained such that the minimum vertical clear zone for tree and foliage overhang above a sidewalk shall be 7 feet, and the minimum vertical clear zone for tree and foliage overhang above street pavement shall be 14 feet. The vertical clearances stated above shall apply on all Type E and above thoroughfares. The City of Plano Property Standards Department establishes vertical clearance guidelines for smaller streets (Type F, and G).
3. All other areas within medians and islands in the street rights-of-way shall be clear at elevations between 2.5 feet and 9 feet above the average gutter elevation.
4. Plants in the public right-of-way that will grow over 30-inches (when mature) above the adjacent street's average gutter elevation shall conform to all of the above requirements, where applicable. All landscape plans shall show all items as prescribed by the Parks and Recreation Department and Planning Department, including:
 - a. The locations and type of such plants; and
 - b. The prescribed visibility triangles.
5. Ground elevations, within both triangles, will be shown by contour lines.

C. Abatement.

1. The City Manager of the City of Plano, or his designee(s), shall have the authority to enforce the provisions of this Section.
2. When foliage is identified by authorized city staff (including staff from the Property Standards Department) within the restricted height, or in a visibility triangle, and the foliage is on the median or other area in the street ROW that is not immediately adjacent to private property, then the Parks Department will trim or removes the foliage.
3. When a foliage is identified by authorized city staff (including staff from the Property Standards Department) within the restricted height, or in a visibility triangle, and the foliage is immediately adjacent to a private property, then the Property Standards Department contacts the property owner in an adequate manner as prescribed by ordinance and requests that the plants be trimmed or removed. As detailed in the Code of Ordinances Section 14-3, and Section 15-17, the adjacent property owner is required to maintain the plants within the defined, adjacent ROW.

D. Preservation of existing laws.

Nothing contained in this Section shall be construed so as to amend, alter, change or repeal any provision or regulation of the Comprehensive Zoning Ordinance of the City or the sign ordinance of the City.

SECTION VII
ALTERNATIVE SUBDIVISION STREET & SIDEWALK STANDARDS
(NEW DRAFT SECTION)

A. Introduction

General subdivision street and sidewalk standards are not always appropriate for some types of enhanced-density, "new urbanism", or residential-commercial mixed-use development, where high pedestrian activity and lower vehicular activity is to be encouraged. Therefore, alternative standards are provided for local street design that serve certain types of development with defined zoning categories.

B. Front Entry Lots

The street must be built to standard design (50 feet of ROW; 27 feet of pavement) when on-street parking is expected. Where lots are too narrow to allow on-street parking (front entry townhouses, for example), street width may be reduced to 46 feet of ROW, 24 feet of pavement only with the construction of adequate off-street visitor parking. Standard streets must be provided for developments that provide a mix of rear entry and front entry lots.

C. Rear Entry Lots

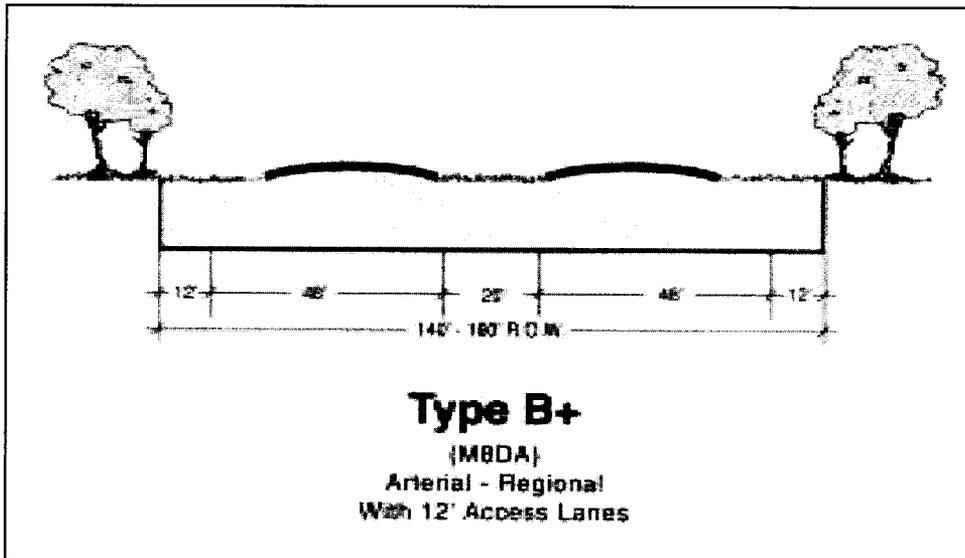
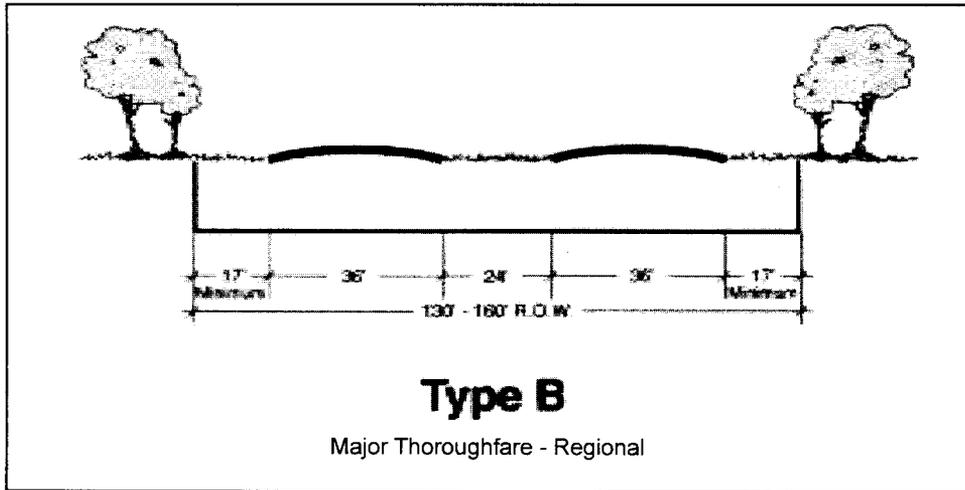
Since on-street parking can be expected on both sides of the street with rear-entry lots, a standard street design must be provided, unless houses are grouped around courtyard cul-de-sacs that provide off-street parking.

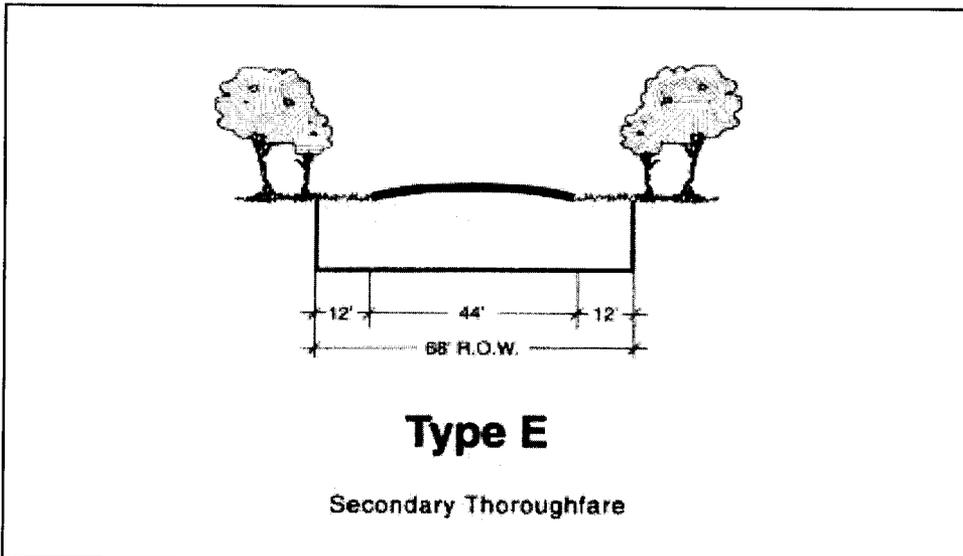
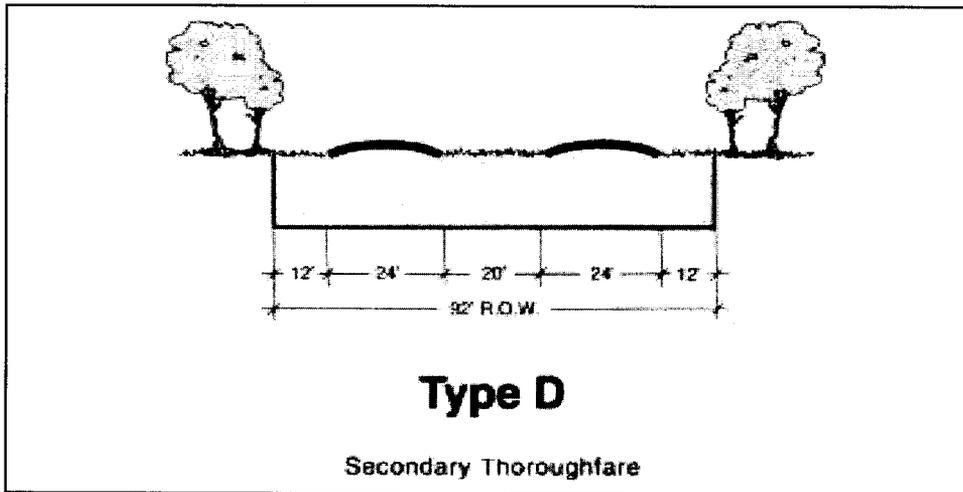
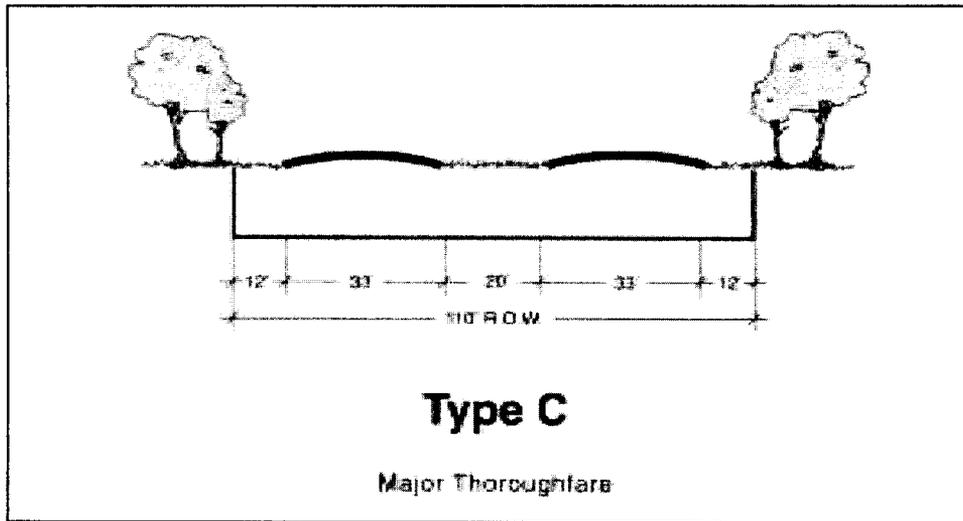
D. Mews Streets

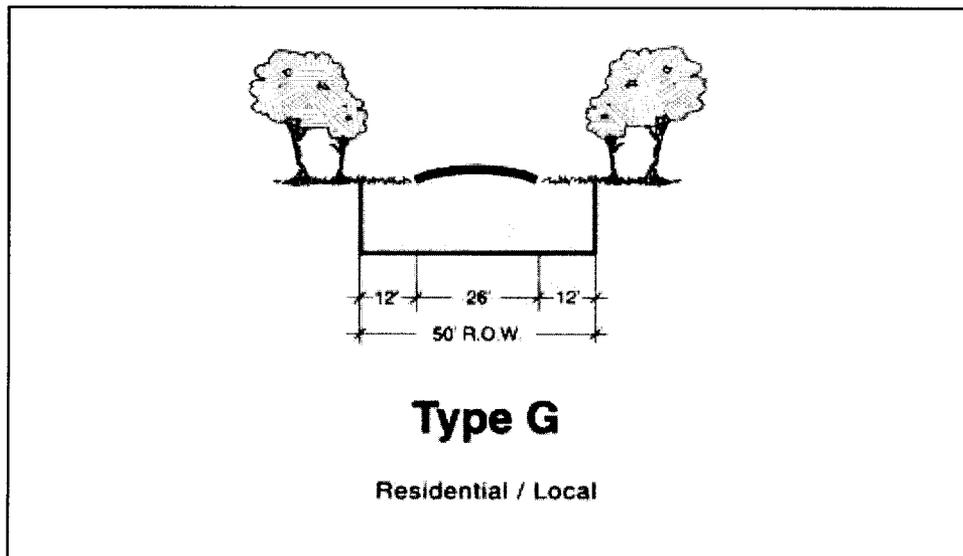
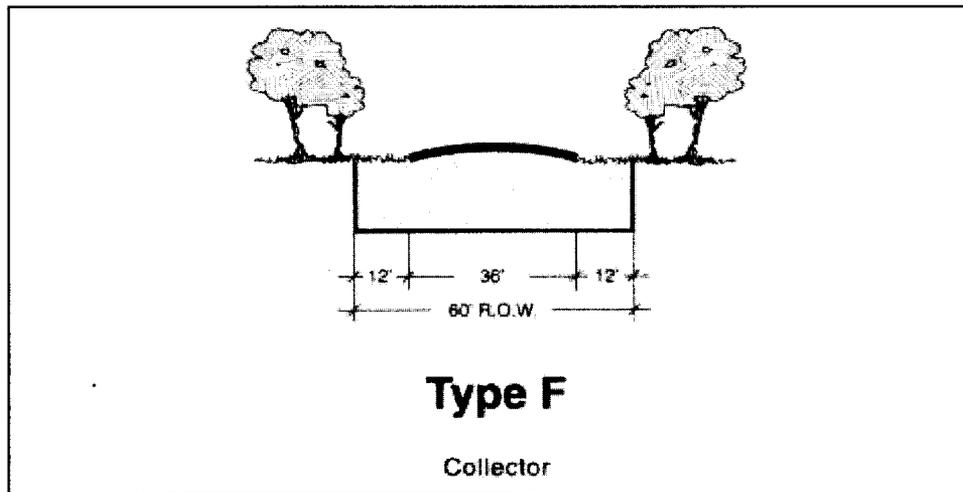
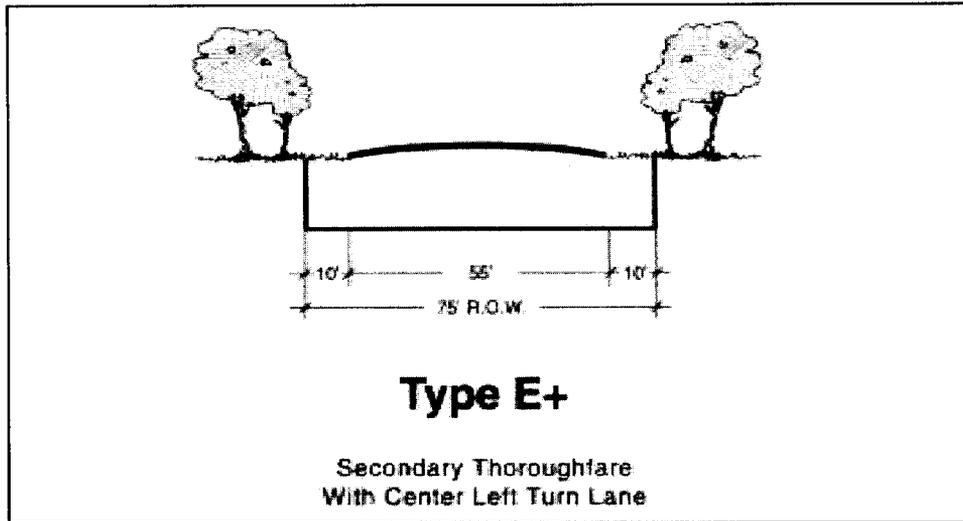
Mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of ROW with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional ROW is provided. If individual garages access Mews Streets, the face of the garage must be placed between 0-3 feet from the ROW line, or at least 20 feet. Because of the significant challenges which can exist with many sites using Mews streets, individual consideration may be given to approve variations to these standards.

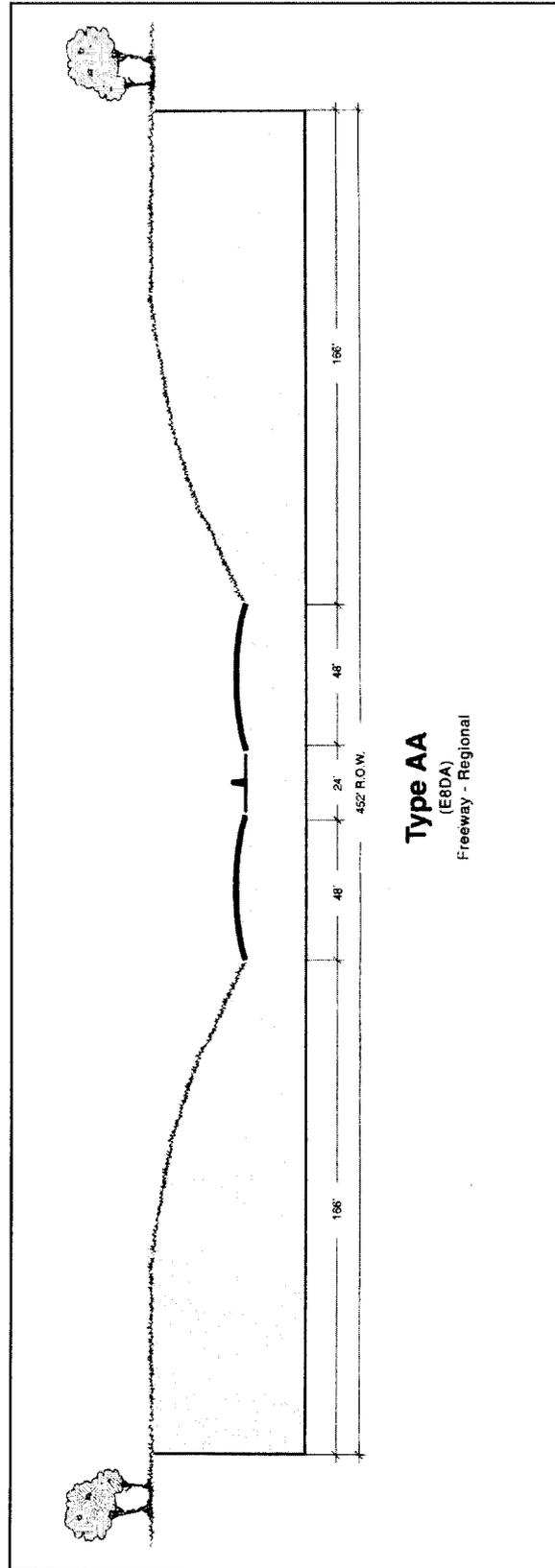
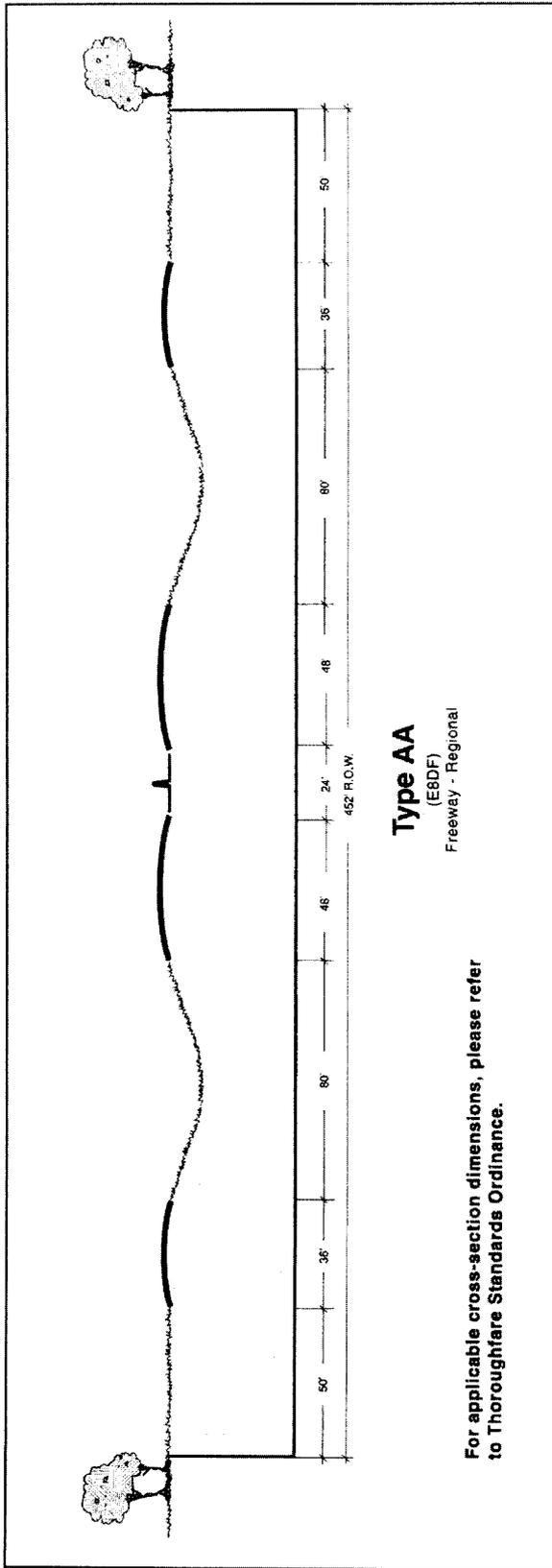
APPENDIX

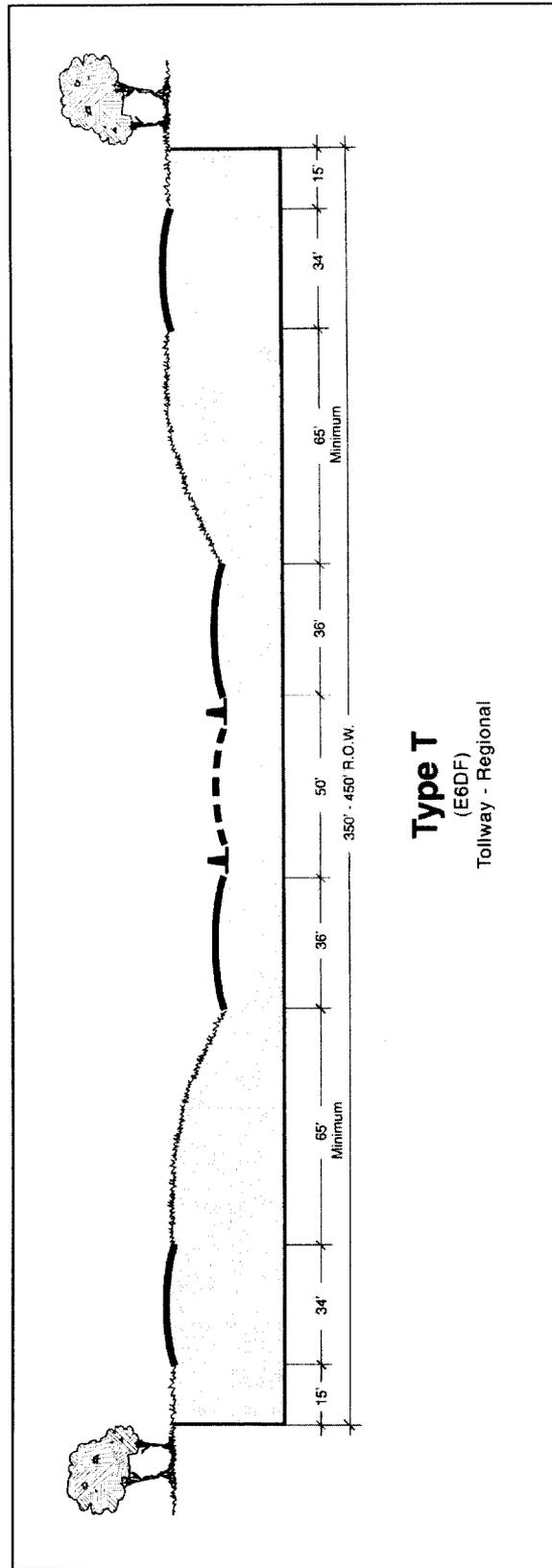
APPENDIX



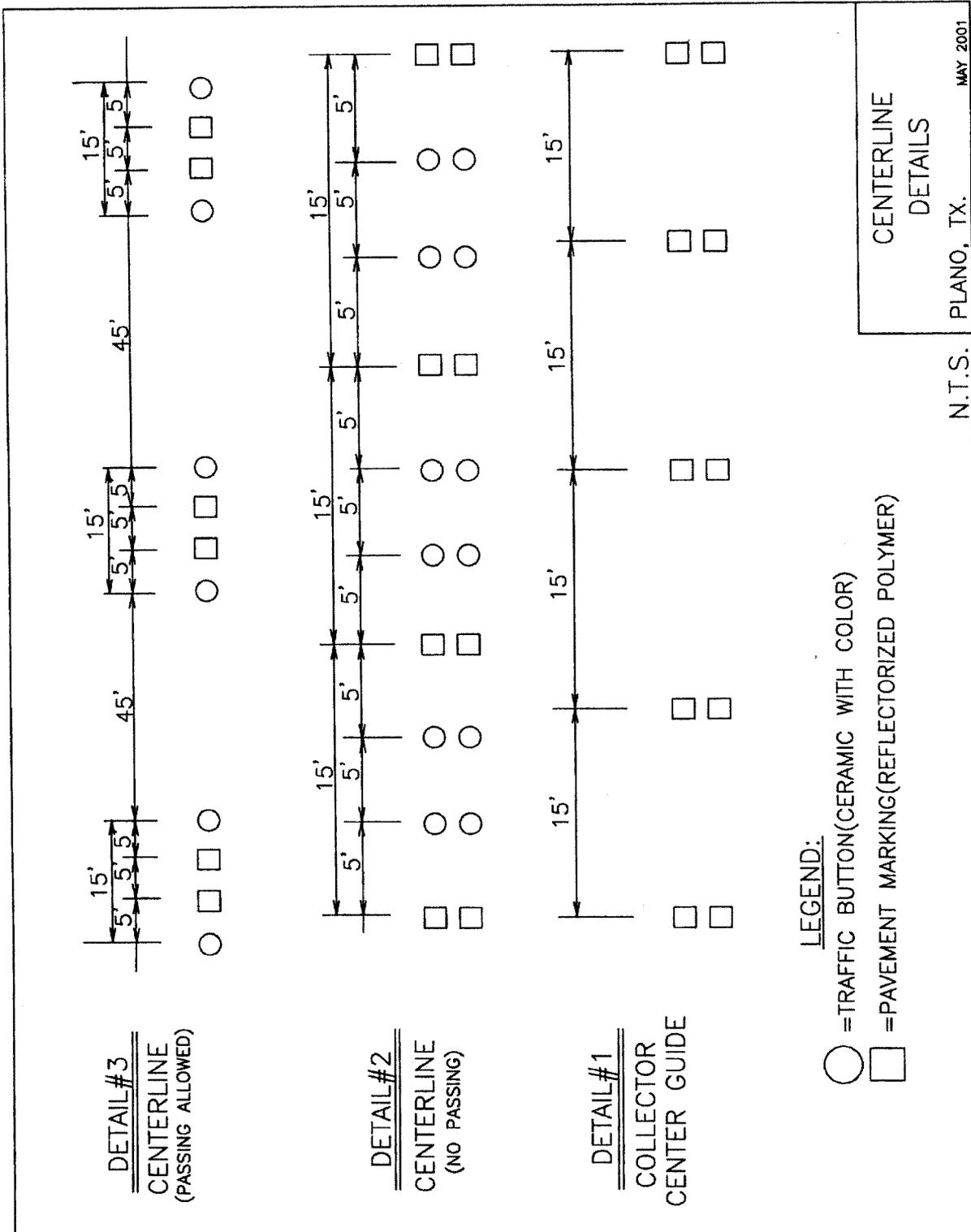








Thoroughfare Standards Rules & Regulations





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Dep</i>	9-21-09
Council Meeting Date:	9/14/09	Budget	<i>KM</i>	9/1/09
Department:	Budget & Research	Legal <i>WA</i>	<i>DW</i>	9/2/09
Department Head	Karen M. Rhodes-Whitley	Assistant City Manager		
Dept Signature:	<i>Karen M. Rhodes-Whitley</i>	Deputy City Manager		
		City Manager	<i>JMW</i>	9/13/09
Agenda Coordinator (include phone #): Casey Srader (ext. 5152)				

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND TERMINATING SEPTEMBER 30, 2010.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This Ordinance adopts the Operating Budget for Fiscal Year 2009-10 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.

List of Supporting Documents: Exhibit "A" - Fund Summaries	Other Departments, Boards, Commissions or Agencies
---	--

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND TERMINATING SEPTEMBER 30, 2010; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 10, 2009, by and before the City Council of the City of Plano, the subject of which was the proposed operating budget of the City of Plano for Fiscal Year 2009-10 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said budget, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the budget for the Fiscal Year beginning October 1, 2009, and terminating September 30, 2010, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$198,673,823
B.	General Fund - Transfer to Property & Liability Loss:	2,800,000
C.	General Fund - Transfer to Economic Development:	895,770
D.	General Fund - Transfer to Economic Development Incentive Fund:	5,014,431
E.	General Fund - Transfer to Capital Reserve Fund:	10,500,000
F.	General Fund - Transfer to CATV Fund:	134,772
G.	General Fund - Transfer to Technology Fund:	1,000,000

H.	Convention & Tourism Fund - Operating Appropriation:	8,238,607
I.	Convention & Tourism Fund - Transfer to General Fund:	358,415
J.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
K.	Water & Sewer System Fund - Operating Appropriation:	78,100,112
L.	Water & Sewer System Fund - Transfer to General Fund:	17,689,077
M.	Water & Sewer System Fund - Transfer to Debt Service Fund:	2,200,000
N.	Water & Sewer System Fund - Transfer to Water & Sewer CIP:	13,875,000
O.	Water & Sewer System Fund - Transfer to Capital Reserve:	1,200,000
P.	Water & Sewer System Fund - Transfer to Property & Liability Loss Fund:	716,484
Q.	Water & Sewer System Fund - Transfer to Technology Fund:	300,000
R.	Water & Sewer System Fund - Transfer to Technology Services Fund:	2,402,069
S.	Sustainability & Environmental Services Fund - Operating Appropriation:	21,366,532
T.	Sustainability & Environmental Services Fund - Transfer to General Fund:	889,114
U.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
V.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	339,593
W.	Municipal Drainage Fund - Operating Appropriation:	3,026,620
X.	Municipal Drainage Fund - Transfer to General Fund:	350,533

Y.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
Z.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,621,312
AA.	Recreation Fund - Operating Appropriation:	3,114,706
BB.	Recreation Fund - Transfer to General Fund:	154,841
CC.	Golf Course Fund - Operating Appropriation:	795,799
DD.	Golf Course Fund - Transfer to General Fund:	44,550
EE.	Property & Liability Loss Fund - Operating Appropriation:	4,101,329
FF.	Grant Fund - Operating Appropriation:	1,890,971
GG.	Community Access TV Fund - Operating Appropriation:	869,337
HH.	Criminal Investigation Fund - Operating Appropriation:	310,000
II.	Property Management Fund - Operating Appropriation:	7,857
JJ.	Technology Fund - Operating Appropriation:	8,221,763
KK.	Technology Fund - Transfer to CATV Fund:	250,000
LL.	PC Replacement Fund - Operating Appropriation:	204,639
MM.	PC Replacement Fund - Transfer to Technology Fund:	500,000
NN.	General Obligation Bond - Debt Service Appropriation:	42,558,520
OO.	Water & Sewer Revenue Bond - Debt Service Appropriation:	2,112,050

Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED THIS THE ____ DAY OF _____ 2009.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

COMBINED BUDGET

	Actuals 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
BEGINNING BALANCES				
Operating Funds:				
General Fund	\$45,683,660	\$29,280,321	\$44,741,546	\$25,874,676
Water & Sewer Fund	4,823,608	4,021,400	12,430,047	8,224,030
Sustainability & Environ. Services Fund	2,492,748	1,532,722	1,968,275	1,083,437
Convention & Tourism Fund	4,069,927	2,651,475	4,056,600	2,121,269
Municipal Drainage Utility Fund	4,601,223	2,545,828	4,783,774	2,308,190
Recreation Revolving Fund	481,915	383,051	530,291	378,035
Municipal Golf Course Fund	75,039	70,251	59,483	13,458
Property Management Fund	382,247	448,108	432,081	432,555
Community Access TV Fund	253,185	153,915	338,475	115,863
TOTAL OPERATING FUNDS	\$62,863,552	\$41,087,070	\$69,340,572	\$40,551,513
Debt Service Funds:				
General Obligation	\$4,754,700	\$4,287,993	\$5,491,973	\$3,084,063
Water & Sewer Revenue	640,655	197,632	207,060	322,766
TOTAL DEBT SERVICE FUNDS	\$5,395,355	\$4,485,625	\$5,699,033	\$3,406,829
TOTAL BEGINNING BALANCES	\$68,258,907	\$45,572,695	\$75,039,605	\$43,958,341

REVENUES & TRANSFERS IN

Operating Funds:				
General Fund	\$208,198,257	\$210,842,939	\$208,231,883	\$209,742,302
Water & Sewer Fund	100,558,078	112,947,318	107,829,544	117,307,178
Sustainability & Environ. Services Fund	21,603,380	22,416,581	21,884,296	22,323,558
Convention & Tourism Fund	7,751,460	7,813,053	7,063,360	7,168,305
Municipal Drainage Utility Fund	5,152,093	5,078,110	5,080,113	5,092,613
HUD Grant Fund	1,793,210	1,819,163	1,547,167	1,890,971
Recreation Revolving Fund	3,122,698	3,110,733	3,110,475	3,096,823
Municipal Golf Course Fund	849,583	891,000	855,000	877,000
Property Management Fund	88,331	53,431	39,431	44,431
Community Access TV Fund	1,017,878	994,876	824,269	827,272
TOTAL OPERATING FUNDS	\$350,134,968	\$365,967,205	\$356,465,537	\$368,370,453

COMBINED BUDGET (continued)

	Actuals 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
Debt Service Funds:				
General Obligation	\$38,638,998	\$38,464,286	\$38,453,976	\$40,756,202
Water & Sewer Revenue	2,965,499	2,220,000	2,210,000	2,210,000
TOTAL DEBT SERVICE FUNDS	\$41,604,497	\$40,684,286	\$40,663,976	\$42,966,202
TOTAL REVENUE & TRANSFERS IN	\$391,739,465	\$406,651,491	\$397,129,513	\$411,336,654
Less: Interfund Transfers	20,302,945	21,228,281	21,931,487	22,071,302
NET BUDGET REVENUE	\$371,436,520	\$385,423,210	\$375,198,026	\$389,265,352
TOTAL AVAILABLE FUNDS	\$439,695,427	\$430,995,905	\$450,237,631	\$433,223,693
APPROPRIATIONS & TRANSFERS OUT				
Operations:				
General Fund	\$209,140,371	\$223,319,551	\$227,098,753	\$219,018,795
Water & Sewer Fund	92,951,639	109,358,645	112,035,561	116,482,742
Sustainability & Environ. Services Fund	22,127,853	23,307,729	22,769,134	22,655,239
Convention & Tourism Fund	7,764,787	9,761,888	8,998,691	8,617,022
Municipal Drainage Utility Fund	4,969,542	5,671,041	7,555,697	6,018,465
HUD Grant Fund	1,793,210	1,819,163	1,547,167	1,890,971
Recreation Revolving Fund	3,074,322	3,239,324	3,262,731	3,269,547
Municipal Golf Course Fund	865,139	939,301	901,025	840,349
Property Management Fund	38,497	8,100	38,957	7,857
Community Access TV Fund	932,588	1,061,677	1,046,881	869,337
TOTAL OPERATIONS	\$343,657,948	\$378,486,417	\$385,254,596	\$379,670,324
Debt Service Funds:				
General Obligation	\$37,901,725	\$40,973,622	\$40,861,886	\$42,558,520
Water & Sewer Revenue	3,399,094	2,094,294	2,094,294	2,112,050
TOTAL DEBT SERVICE FUNDS	\$41,300,819	\$43,067,916	\$42,956,180	\$44,670,570
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$384,958,767	\$421,554,333	\$428,210,776	\$424,340,894
Less: Interfund Transfers	20,302,945	21,228,281	21,931,487	22,071,302
NET BUDGET APPROPRIATIONS	\$364,655,822	\$400,326,052	\$406,279,289	\$402,269,592

COMBINED BUDGET (continued)

	Actuals 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
ENDING BALANCES				
Operating Funds:				
General Fund	\$44,741,546	\$16,803,709	\$25,874,676	\$16,598,183
Water & Sewer Fund	12,430,047	7,610,074	8,224,030	9,048,465
Sustainability & Environ. Services Fund	1,968,275	641,574	1,083,437	751,756
Convention & Tourism Fund	4,056,600	702,640	2,121,269	672,552
Municipal Drainage Utility Fund	4,783,774	1,952,897	2,308,190	1,382,338
Recreation Revolving Fund	530,291	254,460	378,035	205,311
Municipal Golf Course Fund	59,483	21,950	13,458	50,109
Property Management Fund	432,081	493,439	432,555	469,129
Community Access TV Fund	338,475	87,114	115,863	73,797
TOTAL OPERATING FUNDS	\$69,340,572	\$28,567,857	\$40,551,513	\$29,251,641
Debt Service Funds:				
General Obligation	\$5,491,973	\$1,778,657	\$3,084,063	\$1,281,744
Water & Sewer Revenue	207,060	323,338	322,766	420,716
TOTAL DEBT SERVICE FUNDS	\$5,699,033	\$2,101,995	\$3,406,829	\$1,702,460
TOTAL ENDING BALANCES	\$75,039,605	\$30,669,853	\$43,958,341	\$30,954,101
TOTAL APPROPRIATIONS & ENDING BALANCES	\$439,695,427	\$430,995,905	\$450,237,631	\$433,223,693

GENERAL FUND

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
UNAPPROPRIATED FUND BALANCE	\$45,683,660	\$29,280,321	\$42,057,821	\$25,874,676
Encumbrance Adjustment			2,683,725	
Revenues				
Taxes	\$141,052,752	\$141,822,672	\$139,771,613	\$141,395,242
Franchise Fees	22,628,847	21,745,842	23,013,814	22,197,743
Fines & Forfeits	7,268,270	8,150,500	8,284,957	8,297,384
Miscellaneous Revenue	3,629,353	4,248,181	2,146,263	2,309,189
Licenses & Permits	5,235,695	5,325,629	4,610,785	4,127,060
Charges for Services	10,723,589	11,201,895	11,081,522	11,212,406
Intergovernmental Revenue	714,197	713,646	809,330	716,747
Subtotal Revenues	\$191,252,703	\$193,208,365	\$189,718,284	\$190,255,772
Intragovernmental Transfers	16,945,554	17,634,574	18,513,598	19,486,530
TOTAL REVENUES & TRANSFERS	\$208,198,257	\$210,842,939	\$208,231,883	\$209,742,302
TOTAL RESOURCES	\$253,881,917	\$240,123,260	\$252,973,429	\$235,616,978
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$139,826,925	\$151,397,706	\$151,344,487	\$150,829,615
Materials & Supplies	6,746,416	7,322,754	7,907,760	6,698,318
Contractual	39,326,406	42,692,862	43,590,877	41,008,161
Community Services Agencies	495,900	524,600	524,600	529,200
Sundry	1,004,132	1,164,249	1,478,920	1,019,279
Reimbursements	(1,731,795)	(1,966,128)	(1,687,610)	(2,420,751)
Subtotal	\$185,667,984	\$201,136,043	\$203,159,034	\$197,663,823
Capital Outlay	2,377,311	2,505,307	3,361,732	1,010,000
TOTAL OPERATIONS	\$188,045,295	\$203,641,350	\$206,520,766	\$198,673,823
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000
Property & Liability Loss Fund	1,800,000	1,800,000	2,800,000	2,800,000
Technology Fund	1,500,000	1,000,000	1,000,000	1,000,000
CATV Fund	309,587	309,587	133,769	134,772
Economic Development	985,489	858,361	933,965	895,770
Economic Development Incentive Fund	6,000,000	5,210,253	5,210,253	5,014,431
TOTAL TRANSFERS	\$21,095,076	\$19,678,201	\$20,577,987	\$20,344,972
TOTAL APPROPRIATIONS	\$209,140,371	\$223,319,551	\$227,098,753	\$219,018,795
UNAPPROPRIATED FUND BALANCE	\$44,741,546	\$16,803,709	\$25,874,676	\$16,598,183
Days of Operation				30

CONVENTION & TOURISM

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$4,069,927	\$2,651,476	\$4,056,600	\$2,121,269
Revenues				
Hotel/Motel Receipts	\$4,909,061	\$4,964,601	\$4,428,065	\$4,494,486
Civic Center Fees	2,682,611	2,698,452	2,568,295	2,606,819
Miscellaneous	11,270	0	7,000	7,000
Interest Income	148,518	150,000	60,000	60,000
TOTAL REVENUES	\$7,751,460	\$7,813,053	\$7,063,360	\$7,168,305
TOTAL RESOURCES	\$11,821,387	\$10,464,528	\$11,119,960	\$9,289,574
APPROPRIATIONS				
Operating Expenses				
Convention & Visitors Bureau	\$1,322,779	\$1,565,550	\$1,608,693	\$1,691,797
Civic Center Operations	3,504,898	4,034,749	4,099,837	4,067,274
Support of the Arts	673,590	677,710	677,710	661,173
Historic Preservation	692,375	677,710	677,710	661,173
Special Events	128,098	150,896	152,217	157,190
Civic Center Equipment Rpl Fund	171,562	1,410,500	500,000	1,000,000
Subtotal	\$6,493,302	\$8,517,115	\$7,716,167	\$8,238,607
Capital Outlay	320,787	0	75,236	0
TOTAL OPERATIONS	\$6,814,089	\$8,517,115	\$7,791,403	\$8,238,607
Transfer to General Fund	\$382,894	\$390,653	\$353,168	\$358,415
Transfer to Technology Fund	20,000	20,000	20,000	20,000
Transfer to Debt Service	547,804	834,120	834,120	0
TOTAL TRANSFERS	\$950,698	\$1,244,773	\$1,207,288	\$378,415
TOTAL APPROPRIATIONS	\$7,764,787	\$9,761,888	\$8,998,691	\$8,617,022
WORKING CAPITAL	\$4,056,600	\$702,640	\$2,121,269	\$672,552
Days of Operation				30

WATER & SEWER

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$4,823,608	\$4,021,400	\$12,430,047	\$8,224,030
Revenues				
Water Income	\$52,620,501	\$57,484,581	\$55,694,236	\$61,035,890
Sewer Income	44,569,734	52,540,000	49,210,613	53,280,000
Water Taps	87,052	77,131	90,780	92,596
Water & Sewer Penalties	1,339,659	1,234,162	1,328,628	1,339,257
Water Meters	196,413	223,451	137,193	138,222
Construction Water	245,036	229,848	282,255	284,372
Service Connect Fee	162,317	172,974	155,420	156,586
Backflow Testing	287,475	298,809	286,278	288,425
Sewer Tie-On	27,100	27,974	15,753	15,871
Pre-Treatment Permits	27,775	27,993	27,993	28,203
Interest Earnings	0	50,000	20,000	35,000
Transfer from Water Impact Fees	254,530	0	0	0
Transfer in for Education Building	148,928	148,928	148,928	148,928
Misc. Income	591,558	431,468	431,468	463,828
TOTAL REVENUES	\$100,558,078	\$112,947,318	\$107,829,544	\$117,307,178
TOTAL RESOURCES	\$105,381,686	\$116,968,718	\$120,259,591	\$125,531,207
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$8,252,650	\$8,948,305	\$9,146,130	\$9,404,695
Materials & Supplies	1,735,472	5,079,551	7,442,775	5,520,370
Contractual	4,618,403	5,537,841	5,533,923	5,279,499
NTMWD - Water	26,973,343	31,529,375	29,883,055	33,399,761
NTMWD - Wastewater	11,413,675	14,087,958	13,448,733	13,851,825
NTMWD - Upper E. Fork Interceptor	6,744,634	8,344,313	8,125,793	9,093,939
Retirement of NTMWD Debt	815,191	828,355	829,240	837,195
Sundry	546,394	378,734	527,951	388,529
Reimbursements	265,134	275,144	245,589	224,300
Subtotal	\$61,364,896	\$75,009,576	\$75,183,189	\$78,000,112
Capital Outlay	147,451	0	1,470,584	0
TOTAL OPERATIONS	\$61,512,347	\$75,009,576	\$76,653,773	\$78,000,112
Transfer to General Fund	\$15,219,179	\$15,824,925	\$16,723,973	\$17,689,077
Transfer to Debt Service	2,250,000	2,200,000	2,200,000	2,200,000
Transfer to W & S CIP	7,800,000	11,835,000	11,835,000	13,875,000
Transfer to Capital Reserve	3,000,000	1,200,000	1,200,000	1,200,000
Transfer to Loss Fund	571,959	616,484	616,484	716,484
Transfer to Technology Fund	300,000	300,000	300,000	300,000
Transfer to Technology Services	2,198,154	2,272,660	2,406,331	2,402,069
Transfer for Sustainability	100,000	100,000	100,000	100,000
TOTAL TRANSFERS	\$31,439,292	\$34,349,069	\$35,381,788	\$38,482,630
TOTAL APPROPRIATIONS	\$92,951,639	\$109,358,645	\$112,035,561	\$116,482,742
WORKING CAPITAL	\$12,430,047	\$7,610,073	\$8,224,030	\$9,048,464
Days of Operation				42

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$2,492,748	\$1,532,722	\$1,968,275	\$1,083,437
Revenues				
Commercial Franchise	\$6,721,464	\$6,496,731	\$6,481,522	\$6,709,797
Special Refuse Collection	55,936	127,020	62,181	63,114
Residential Collection	11,569,221	12,311,419	12,565,902	12,603,597
Allied Waste, Inc.	0	74,045	134,016	76,477
Recycling	1,313,606	875,500	70,000	150,000
Sales of Landscape Bags	44,687	46,451	34,427	34,913
Contributions via Utility Billing	12,576	13,308	11,602	11,600
Sale of Compost	722,348	728,709	902,935	1,011,287
Tipping Fees	706,638	971,228	664,716	704,984
Miscellaneous	334,283	669,170	669,170	669,170
Reimbursements	22,621	3,000	187,825	188,619
Sustainability Program Transfer	100,000	100,000	100,000	100,000
TOTAL REVENUES	\$21,603,380	\$22,416,581	\$21,884,296	\$22,323,558
TOTAL RESOURCES	\$24,096,128	\$23,949,303	\$23,852,571	\$23,406,995
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$5,593,431	\$5,860,004	\$5,976,809	\$6,141,377
Materials & Supplies	311,352	327,777	471,016	340,290
Contractual	6,893,310	6,999,094	6,714,434	6,931,873
NTMWD	7,177,078	7,965,842	7,289,646	7,725,574
Sundry	119,972	225,444	146,756	70,179
Reimbursements	79,640	62,138	22,210	0
Subtotal	\$20,174,783	\$21,440,299	\$20,620,871	\$21,209,293
Capital Outlay	358,067	256,170	203,311	0
TOTAL OPERATIONS	\$20,532,850	\$21,696,469	\$20,824,182	\$21,209,293
Transfer to General Fund	\$817,319	\$873,942	\$886,376	\$889,114
Transfer to Technology Fund	60,000	60,000	60,000	60,000
Transfer to W&S Fund-Env. Ed. Bldg.	148,928	148,928	429,820	157,239
Transfer to Internal Loan Program	238,797	238,797	238,797	0
Transfer to Loss Fund	329,959	289,593	329,959	339,593
TOTAL TRANSFERS	\$1,595,003	\$1,611,260	\$1,944,952	\$1,445,946
TOTAL APPROPRIATIONS	\$22,127,853	\$23,307,729	\$22,769,134	\$22,655,239
WORKING CAPITAL	\$1,968,275	\$641,574	\$1,083,437	\$751,756
Days of Operation				13

MUNICIPAL DRAINAGE UTILITY

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$4,601,223	\$2,545,828	\$4,783,774	\$2,308,190
Revenues				
Environmental Assessment Fees:				
Residential Class Fees	\$2,724,526	\$2,715,389	\$2,737,562	\$2,741,668
Commercial Class Fees	2,251,778	2,212,721	2,262,551	2,265,945
Miscellaneous	8,549	0	0	0
Interest Income	167,240	150,000	80,000	85,000
TOTAL REVENUES	\$5,152,093	\$5,078,110	\$5,080,113	\$5,092,613
TOTAL RESOURCES	\$9,753,316	\$7,623,938	\$9,863,887	\$7,400,803
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$1,071,964	\$1,337,985	\$1,330,750	\$1,565,735
Materials & Supplies	144,995	265,464	329,910	265,464
Contractual	664,116	859,833	958,311	861,708
Sundry	9,146	35,461	35,461	79,674
Reimbursements	292,839	304,760	268,207	254,039
Subtotal	\$2,183,060	\$2,803,503	\$2,922,639	\$3,026,620
Capital Outlay	741	0	54,000	0
TOTAL OPERATIONS	\$2,183,801	\$2,803,503	\$2,976,639	\$3,026,620
Transfer to General Fund	\$330,659	\$344,968	\$350,008	\$350,533
Transfer to Technology Fund	20,000	20,000	20,000	20,000
Transfer to Revenue Debt	2,435,082	2,502,570	2,522,144	2,621,312
TOTAL TRANSFERS	\$2,785,741	\$2,867,538	\$2,892,152	\$2,991,845
TOTAL APPROPRIATIONS	\$4,969,542	\$5,671,041	\$5,868,791	\$6,018,465
RESERVE REQUIREMENT			1,686,906	
WORKING CAPITAL	\$4,783,774	\$1,952,897	\$2,308,190	\$1,382,338
Days of Operation				167

RECREATION REVOLVING

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$481,915	\$383,051	\$530,291	\$378,035
Revenues				
Recreation Fees	\$3,031,946	\$3,030,077	\$3,030,077	\$3,039,167
Contributions	16,432	12,600	15,600	15,600
Interest Income	41,974	40,000	14,000	14,000
Sundry	32,346	28,056	50,798	28,056
TOTAL REVENUES	\$3,122,698	\$3,110,733	\$3,110,475	\$3,096,823
TOTAL RESOURCES	\$3,604,613	\$3,493,784	\$3,640,766	\$3,474,858
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$1,125,912	\$1,347,502	\$1,350,502	\$1,351,047
Materials & Supplies	215,077	224,986	224,407	209,362
Contractual	1,553,511	1,482,446	1,500,198	1,523,789
Sundry	28,269	28,853	32,100	30,508
Subtotal	\$2,922,769	\$3,083,787	\$3,107,207	\$3,114,706
Capital Outlay	0	0	0	0
TOTAL OPERATIONS	\$2,922,769	\$3,083,787	\$3,107,207	\$3,114,706
Transfer to General Fund	\$151,553	\$155,537	\$155,524	\$154,841
TOTAL TRANSFERS	\$151,553	\$155,537	\$155,524	\$154,841
TOTAL APPROPRIATIONS	\$3,074,322	\$3,239,324	\$3,262,731	\$3,269,547
WORKING CAPITAL	\$530,291	\$254,460	\$378,035	\$205,311
Days of Operation				24

GOLF COURSE

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$75,039	\$70,251	\$59,483	\$13,458
Revenues				
Golf Fees	\$822,272	\$870,000	\$830,000	\$850,000
Concessions	12,984	15,000	13,000	15,000
Interest Income	3,487	4,000	1,000	1,000
Miscellaneous	10,840	2,000	11,000	11,000
TOTAL REVENUES	\$849,583	\$891,000	\$855,000	\$877,000
TOTAL RESOURCES	\$924,622	\$961,251	\$914,483	\$890,458
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$533,377	\$511,279	\$534,748	\$480,118
Supplies	80,267	117,550	87,310	87,310
Contractual Services	205,499	263,692	232,417	226,371
Sundry Charges	(20,116)	2,230	2,000	2,000
Subtotal	\$799,027	\$894,751	\$856,475	\$795,799
Capital Outlay	22,162	0	0	0
TOTAL OPERATIONS	\$821,189	\$894,751	\$856,475	\$795,799
Transfer to General Fund	43,950	44,550	44,550	44,550
TOTAL TRANSFERS	\$43,950	\$44,550	\$44,550	\$44,550
TOTAL APPROPRIATIONS	\$865,139	\$939,301	\$901,025	\$840,349
WORKING CAPITAL	\$59,483	\$21,950	\$13,458	\$50,109
Days of Operation				23

PROPERTY & LIABILITY LOSS

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$3,273,175	\$2,076,803	\$1,690,722	\$185,922
Resources				
General Fund Transfer In	\$1,800,000	\$1,800,000	\$2,800,000	\$2,800,000
Water & Sewer Fund Transfer In	571,959	616,484	616,484	716,484
Sustain. & Env. Svcs. Fund Transfer In	329,959	289,593	329,959	339,593
Claims Recovered	480,194	200,000	200,000	200,000
Interest Earned	299,337	225,000	75,000	100,000
TOTAL REVENUES	\$3,481,449	\$3,131,077	\$4,021,443	\$4,156,077
TOTAL RESOURCES	\$6,754,624	\$5,207,880	\$5,712,165	\$4,341,999
APPROPRIATIONS				
Workers' Compensation	\$898,773	\$1,075,000	\$1,200,000	\$1,200,000
Judgements and Damages	1,259,297	1,000,000	1,000,000	1,000,000
Property Damage	0	100,000	0	0
Risk Management Operations	2,905,832	2,021,266	3,326,243	1,901,329
TOTAL APPROPRIATIONS	\$5,063,902	\$4,196,266	\$5,526,243	\$4,101,329
UNAPPROPRIATED FUND BALANCE	\$1,690,722	\$1,011,614	\$185,922	\$240,670

HUD GRANTS

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
TOTAL HUD REVENUES	\$1,721,294	\$1,819,163	\$1,558,761	\$ 1,982,151
APPROPRIATIONS				
CDBG:				
Housing Rehabilitation	\$666,152	\$830,807	\$550,000	\$751,750
Administrative	117,989	80,000	150,000	165,738
Homelessness Prevention	20,295	20,000	25,000	38,746
Assistance Center Information & Referral	11,319	0	0	0
Homeownership Program	63,971	100,000	26,400	6,050
Habitat for Humanity of South Collin Co.	140,455	25,000	45,000	100,000
ACORN Housing	0	18,000	0	0
Transportation Services	1,250	0	0	0
Collin County MHMR/ Lifepath Systems	6,939	0	0	12,525
Plano Housing Corporation	(9,137)	20,000	32,905	25,000
Collin Intervention to Youth	15,740	0	0	0
Collin County Children's Advocacy Center	30,924	0	0	0
Boys and Girls Clubs of Collin County	0	17,000	22,000	15,000
AIDS Services of North Texas	70,438	63,084	62,000	38,250
Plano Housing Authority	7,697	10,000	7,733	0
Plano Community Homes	139,692	112,000	68,637	0
Communities in Schools Dallas	40,811	43,000	51,750	26,250
Crossroads Family Services	30,000	35,000	42,500	23,025
Sub-Total CDBG:	\$1,354,535	\$1,373,891	\$1,083,925	\$1,202,334
HOME:				
Housing Rehabilitation	\$169,046	\$50,021	\$200,000	\$200,000
Administrative	10,876	20,000	30,000	31,187
Homeownership Program (ADDI)	(1,204)	4,154	78,242	143,950
Plano Housing Corporation	165,087	171,097	35,000	150,000
Habitat for Humanity of South Collin Co.	46,142	150,000	70,000	117,000
Christ United Methodist Church	48,728	50,000	50,000	46,500
Sub-Total HOME:	\$438,675	\$445,272	\$463,242	\$688,637
TOTAL APPROPRIATIONS	\$1,793,210	\$1,819,163	\$1,547,167	\$1,890,971

COMMUNITY ACCESS TV

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$253,185	\$153,915	\$338,475	\$115,863
Revenues				
Plano Television Network Fee	\$281,370	\$269,274	\$285,000	\$285,000
Interest Income	22,280	15,000	5,000	7,000
Cable Community Grant	150,000	150,000	150,000	150,000
Transfer In Gen Fund - Franchise Fees	309,587	309,587	133,769	134,772
Transfer In Technology Fund	250,000	250,000	250,000	250,000
Miscellaneous	4,641	1,015	500	500
TOTAL REVENUES	\$1,017,878	\$994,876	\$824,269	\$827,272
TOTAL RESOURCES	\$1,271,063	\$1,148,791	\$1,162,744	\$943,134
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$790,955	\$819,898	\$762,298	\$651,650
Materials & Supplies	39,038	73,129	91,213	55,885
Contractual	72,151	116,150	115,677	84,302
Sundry	1,966	2,500	2,693	2,500
Equipment Replacement	0	50,000	75,000	75,000
Subtotal	904,110	1,061,677	1,046,881	869,337
Capital Outlay	28,478	0	0	0
TOTAL APPROPRIATIONS	932,588	1,061,677	1,046,881	869,337
WORKING CAPITAL	\$338,475	\$87,114	\$115,863	\$73,797
Days of Operation				31

CRIMINAL INVESTIGATION

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
UNAPPROPRIATED FUND BALANCE	\$899,902	\$606,805	\$1,007,960	\$794,060
Forfeited Property	\$139,767	\$50,000	\$175,000	\$50,000
Interest	37,678	30,000	13,600	10,500
Auction Proceeds	14,536	20,000	63,000	20,000
Grants and Miscellaneous	21,825	10,000	19,500	10,000
TOTAL REVENUES	\$213,806	\$110,000	\$271,100	\$90,500
TOTAL RESOURCES	\$1,113,708	\$716,805	\$1,279,060	\$884,560
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$16,014	\$110,000	\$110,000	\$110,000
Contractual - Professional	18,695	20,000	20,000	20,000
Reimbursements to Other Funds	14,400	10,000	10,000	10,000
Capital Outlay	56,640	170,000	345,000	170,000
TOTAL APPROPRIATIONS	\$105,749	\$310,000	\$485,000	\$310,000
UNAPPROPRIATED FUND BALANCE	\$1,007,960	\$406,805	\$794,060	\$574,560

PROPERTY MANAGEMENT

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$382,247	\$448,108	\$432,081	\$432,555
Revenues				
Rents	\$72,568	\$39,431	\$34,431	\$39,431
Interest	15,763	14,000	5,000	5,000
TOTAL REVENUES	\$88,331	\$53,431	\$39,431	\$44,431
TOTAL RESOURCES	\$470,578	\$501,539	\$471,512	\$476,986
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$835	\$500	\$500	\$500
Contractual	37,662	7,600	38,457	7,357
Subtotal	\$38,497	\$8,100	\$38,957	\$7,857
Capital Outlay	0	0	0	0
TOTAL OPERATIONS	\$38,497	\$8,100	\$38,957	\$7,857
TOTAL APPROPRIATIONS	\$38,497	\$8,100	\$38,957	\$7,857
WORKING CAPITAL	\$432,081	\$493,439	\$432,555	\$469,129

TECHNOLOGY FUND

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$6,703,049	\$9,033,580	\$20,006,196	\$14,012,651
Revenues				
General Fund	\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000
Water & Sewer Fund	300,000	300,000	300,000	300,000
Sustainability & Environmental	60,000	60,000	60,000	60,000
Municipal Drainage Fund	20,000	20,000	20,000	20,000
Convention & Tourism Fund	20,000	20,000	20,000	20,000
Interest Earnings	511,860	350,000	296,000	300,000
Library Fund loan payment	150,000	0	0	0
Network Infrastructure Fund 09	4,333,205	0	0	0
Transfer from PC Replacement	0	1,000,000	1,150,000	500,000
Transfer from Tech Fund 66	0	2,000,000	2,000,000	0
Intergovernmental Revenue	0	0	171,830	0
Certificates of Obligation	17,282,111	7,292,889	6,437,735	10,000,000
TOTAL REVENUES	\$24,177,176	\$12,042,889	\$11,455,565	\$12,200,000
TOTAL RESOURCES	\$30,880,225	\$21,076,469	\$31,461,761	\$26,212,651
APPROPRIATIONS				
Operating Expense				
Fund 62 Projects	\$2,827,139	\$5,803,200	\$7,505,851	\$1,436,542
Fund 29 Projects	7,796,890	14,363,486	9,693,259	6,785,221
TOTAL OPERATIONS	\$10,624,029	\$20,166,686	\$17,199,110	\$8,221,763
Transfer to CATV	250,000	250,000	250,000	250,000
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000
TOTAL APPROPRIATIONS	\$10,874,029	\$20,416,686	\$17,449,110	\$8,471,763
WORKING CAPITAL	\$20,006,196	\$659,783	\$14,012,651	\$17,740,888
RESERVED FOR PROJECTS	\$0	\$0	\$0	17,035,663
TOTAL WORKING CAPITAL	\$20,006,196	\$659,783	\$14,012,651	\$705,225

PC REPLACEMENT FUND

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
WORKING CAPITAL	\$1,566,776	\$1,197,913	\$1,987,144	\$805,469
Revenues				
General Fund	\$705,773	\$604,664	\$604,664	\$401,938
Govt Access/CATV	4,515	4,101	4,101	4,101
Municipal Court Technology	5,629	8,657	8,657	8,657
Water & Sewer Fund	42,174	37,461	37,461	37,461
Sustainability & Environ. Svcs.	16,940	18,587	18,587	18,587
Convention & Tourism	15,413	15,316	15,316	15,316
Golf Course	0	0	0	0
Recreation Revolving	925	380	380	380
Municipal Courts Bldg. Security	396	0	0	0
Equipment Maintenance	6,974	8,471	8,471	8,471
Office Services	3,024	2,545	2,545	2,545
Municipal Warehouse	738	1,055	1,055	1,055
Property/Liability Loss	2,808	4,918	4,918	4,918
Technology Services	72,429	59,975	59,975	59,975
Economic Development	2,767	2,735	2,735	2,735
Miscellaneous	76,794	45,000	45,000	45,000
TOTAL REVENUES	\$957,299	\$813,865	\$813,865	\$611,139
TOTAL RESOURCES	\$2,524,075	\$2,011,778	\$2,801,009	\$1,416,608

APPROPRIATIONS

Operating Expense

Non-Capital Software	\$0	\$0	\$0	\$0
Non-Capital Hardware	472,860	579,659	691,086	186,139
Sundry	6,363	0	16,288	0
Capital Software	15,072	0	0	0
Capital Computer Hardware	42,636	138,166	138,166	18,500
TOTAL OPERATIONS	\$536,931	\$717,825	\$845,540	\$204,639
Transfer to Technology Fund	\$0	\$1,000,000	\$1,150,000	\$500,000
TOTAL APPROPRIATIONS	\$536,931	\$1,717,825	\$1,995,540	\$704,639
WORKING CAPITAL	\$1,987,144	\$293,953	\$805,469	\$711,969
Computer Reserve	\$200,000	\$200,000	\$200,000	\$500,000
Available Fund Balance	\$1,787,144	\$93,953	\$605,469	\$211,969
Total Working Capital	\$1,987,144	\$293,953	\$805,469	\$711,969

GENERAL OBLIGATION DEBT SERVICE

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
UNAPPROPRIATED FUND BALANCE	\$4,754,700	\$4,287,993	\$5,491,973	\$3,084,063
Revenues				
Property Tax				
Current	\$36,462,303	\$36,426,851	\$36,426,851	\$39,387,572
Delinquent	240,447	378,271	378,271	408,626
Penalty & Interest	198,146	151,308	151,308	163,450
Fund Interest Income	941,997	600,000	425,000	550,000
Transfer-Conv. & Tour. Fund	547,804	834,120	834,120	0
Police Academy Reimbursement	248,301	73,736	238,425	246,554
TOTAL REVENUES	\$38,638,998	\$38,464,286	\$38,453,976	\$40,756,202
TOTAL RESOURCES	\$43,393,698	\$42,752,279	\$43,945,949	\$43,840,264
APPROPRIATIONS				
Bond and Certificates				
Principal	\$21,715,000	\$21,615,000	\$21,615,000	\$22,645,000
Interest	13,463,820	13,651,357	14,096,285	13,302,651
Transfer to Tech Infrastructure & Public Art	281,900	281,588	281,588	281,064
Transfer to Tax Notes Moto Mesh	2,110,000	2,103,200	2,103,200	2,099,000
Transfer to Tax Notes MotoMesh& Radio Sys Repl	327,916	2,659,794	2,659,794	2,678,419
Transfer to Tax Notes Radio Sys Repl	0	0	96,019	963,725
Exchanges Fees	3,089	20,000	10,000	10,000
Subtotal	\$37,901,725	\$40,330,939	\$40,861,886	\$41,979,859
New Debt - G.O. Debt	0	516,825	0	366,161
New Debt-TxNts:MotoMesh&RadioSysInfra	0	0	0	0
New Debt-TxNts: Radio Sys Infra Repl	0	125,858	0	212,500
New Debt	0	642,683	0	578,661
TOTAL APPROPRIATIONS	\$37,901,725	\$40,973,622	\$40,861,886	\$42,558,520
UNAPPROPRIATED FUND BALANCE	\$5,491,973	\$1,778,657	\$3,084,063	\$1,281,744

WATER & SEWER DEBT SERVICE

	Actual 2007-08	Budget 2008-09	Re-Est 2008-09	Budget 2009-10
<u>RESERVE FUND</u>				
WORKING CAPITAL	\$0	\$0	\$0	\$0
Fund Interest Income	0	0	0	0
Transfer to W&S Debt Service	0	0	0	0
TOTAL	\$0	\$0	\$0	\$0
FUND BALANCE	\$0	\$0	\$0	\$0
<u>SINKING FUND</u>				
UNAPPROPRIATED FUND BALANCE	\$640,655	\$197,632	\$207,060	\$322,766
Transfer In (W & S Fund)	\$2,250,000	\$2,200,000	\$2,200,000	\$2,200,000
Transfer In (W & S Reserve)	0	0	0	0
Transfer to Escrow & Adj.	0	0	0	0
Transfer In (Water Impact Fees)	412,885	0	0	0
Transfer In (Sewer Impact Fees)	248,186	0	0	0
Fund Interest Income	54,428	20,000	10,000	10,000
TOTAL	\$2,965,499	\$2,220,000	\$2,210,000	\$2,210,000
TOTAL RESOURCES	\$3,606,154	\$2,417,632	\$2,417,060	\$2,532,766
<u>APPROPRIATIONS</u>				
Principal	\$2,280,000	\$1,855,000	\$1,855,000	\$1,940,000
Interest	319,094	239,294	239,294	172,050
Fees	0	0	0	0
Subtotal	\$2,599,094	\$2,094,294	\$2,094,294	\$2,112,050
Transfer to Sewer CIP	800,000	0	0	0
TOTAL TRANSFERS	\$800,000	\$0	\$0	\$0
TOTAL APPROPRIATIONS	\$3,399,094	\$2,094,294	\$2,094,294	\$2,112,050
UNAPPROPRIATED FUND BALANCE	\$207,060	\$323,338	\$322,766	\$420,716



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Def</i>	9-2-09
Council Meeting Date: 9/14/09		Budget	<i>Rh</i>	9-1-09
Department:	Budget & Research	Legal <i>W</i>	<i>DW</i>	9/2/09
Department Head	Karen Rhodes	Assistant City Manager		
Dept Signature:	<i>K - M Rhodes</i>	Deputy City Manager		
		City Manager	<i>DM</i>	9/2/09
Agenda Coordinator (include phone #): E.A. Dorrance x7146				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2009-10; 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: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): CAPITAL PROJECT FUNDS				
COMMENTS:				
SUMMARY OF ITEM				
This ordinance approves and adopts the capital improvement projects in the Community Investment Program to be completed or undertaken in 2009-10, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditure Summary		Other Departments, Boards, Commissions or Agencies		

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

Project Expenditures	Re-Estimate							Total
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	Future	
Police & Courts	0	0	260,000	0	0	0	7,125,000	7,385,000
Library Facilities	787,000	0	330,800	804,800	339,900	274,500	0	2,537,000
Public Safety & Fire Facilities	16,034,000	2,978,000	3,450,000	4,050,000	0	0	0	26,512,000
Animal Shelter	983,000	0	0	0	0	0	0	983,000
Service Center	18,000	0	0	0	0	0	0	18,000
Joint Use Facility	151,000	0	0	0	0	0	0	151,000
Municipal Facilities & Parking	189,000	1,000,000	7,000,000	0	0	0	0	8,189,000
Creative & Performing Arts	25,000	0	4,000,000	7,680,000	4,810,186	0	0	16,515,186
Park Improvements	29,798,000	8,264,000	24,617,000	12,650,000	11,300,000	8,250,000	53,800,000	148,679,000
Recreation Centers	952,000	6,334,000	3,500,000	13,650,000	6,450,000	0	2,200,000	33,086,000
Street Enhancements	122,000	0	150,000	0	0	0	1,197,000	1,469,000
Street Improvements	30,904,000	35,088,000	21,595,000	21,829,000	23,251,000	10,904,000	14,500,000	158,071,000
Total General Obligation	79,963,000	53,664,000	64,902,800	60,663,800	46,151,086	19,428,500	78,822,000	403,595,186
Park Fee Program	2,805,000	1,850,000	1,531,000	270,000	100,000	536,000	0	7,092,000
DART LAP	630,553	0	0	0	0	0	0	630,553
Capital Reserve	26,497,000	16,703,000	15,546,000	15,994,000	15,227,000	15,760,000	49,336,000	155,063,000
Municipal Facilities (Non Bond Funded)	0	0	1,000,000	10,000,000	9,000,000	0	0	20,000,000
Total Other Funds	29,932,553	18,553,000	18,077,000	26,264,000	24,327,000	16,296,000	49,336,000	182,785,553
Municipal Drainage Projects	3,066,000	6,419,000	2,689,000	1,900,000	1,500,000	1,900,000	9,000,000	26,474,000
Total Municipal Drainage	3,066,000	6,419,000	2,689,000	1,900,000	1,500,000	1,900,000	9,000,000	26,474,000
Water Projects	8,114,721	10,916,436	6,807,739	7,402,739	4,492,739	4,236,739	5,313,739	47,284,852
Sewer Projects	6,078,721	9,465,436	5,712,739	4,920,739	4,578,739	4,578,739	4,878,739	40,213,852
Total Water & Sewer Projects	14,193,442	20,381,872	12,520,478	12,323,478	9,071,478	8,815,478	10,192,478	87,498,704
Public Art Projects	30,000	0	0	0	0	0	0	30,000
Total Public Art	30,000	0	0	0	0	0	0	30,000
TOTAL	127,184,995	99,017,872	98,189,278	101,151,278	81,049,564	46,439,978	147,350,478	700,383,443

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2009-10; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 10, 2009, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2009-10; and

WHEREAS, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2009-10 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

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

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2009 and ending September 30, 2010, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Fire Facilities Fund	2,978,000
B.	Municipal Facilities & Parking Fund	1,000,000
C.	Park Improvements Fund	8,264,000
D.	Recreation Centers Fund	6,334,000
E.	Street Improvements Fund	35,088,000
F.	Park Fee Program	1,850,000
G.	Capital Reserve Fund	16,703,000
H.	Municipal Drainage CIP Fund	6,419,000
I.	Water Projects Fund	10,916,436
J.	Sewer Projects Fund	9,465,436

ORDINANCE NO. _____

Page 2

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2009.

ATTEST:

Phil Dyer, **MAYOR**

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			
Council Meeting Date:	9/14/09	Purchasing	<i>Def</i> 9/2/09
Department:	Budget	Budget	<i>AK</i> 9/1/09
Department Head	Karen Rhodes	Legal	<i>DW</i> 9/2/09
Dept Signature:	<i>Karen Rhodes</i>	Assistant City Manager	
		Deputy City Manager	
		City Manager	<i>AK</i> 9/3/09
Agenda Coordinator (include phone #): Anita Bell x7194			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THIS FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND TERMINATING SEPTEMBER 30, 2010 AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This Ordinance sets the ad valorem tax rate for 2009-10 at .4886 cents per \$100 assessed valuation, to be distributed as follows:

\$.3284 for Operations & Maintenance

\$.1602 for General Obligation Debt

\$.4886 Total Tax Rate

'THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.60."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THIS FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND TERMINATING SEPTEMBER 30, 2010 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2009-10, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2008-09; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2009-10 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, the proposed tax rate does not exceed either the Rollback Tax Rate or the Effective Tax Rate; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2009-10 should be approved and adopted for Fiscal Year 2009-10.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2009-10 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$.3284	for purposes of General Fund maintenance and operation.
\$.1602	for payment of principal and interest on all General Obligation Bond funded debt of this City.
<hr/>	
\$.4886	Total Tax Rate

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.60.”

Ordinance No. _____

Page 2

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2009-10 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

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

DULY PASSED AND APPROVED, THIS THE _____ DAY OF _____, 2009.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DRF</i>	9-2-09
Council Meeting Date:	9/14/09	Budget	<i>SR</i>	9/1/09
Department:	Budget	Legal	<i>DRW</i>	9/2/09
Department Head	Karen Rhodes	Assistant City Manager		
Dept Signature:	<i>Karen Rhodes</i>	Deputy City Manager		
		City Manager	<i>DRW</i>	9/3/09
Agenda Coordinator (include phone #):		Anita Bell x7194		

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2009-10 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2009-10 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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

As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.

This Ordinance ratifies the property tax revenue increase as reflected in the 2009-10 Budget, by adding the following statement:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$2,534,800 OR 2.07% AND OF THAT AMOUNT \$1,858,678 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2009-10 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2009-10 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, H.B. 3195, relating in part to "truth-in-taxation disclosure", requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and,

WHEREAS, the City's 2009-10 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2009-10 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2009-10 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$2,534,800 OR 2.07%, AND OF THAT AMOUNT \$1,858,678 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

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

Ordinance No. _____

Page 2

**DULY PASSED AND APPROVED, THIS THE _____ DAY OF _____,
2009.**

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**