



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

June 18, 2008

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

Honorable Mayor and City Council:

We will begin Executive Session on Monday at 5:00 p.m. with legal advice from the City Attorney. The City Attorney will also advise us regarding three litigation cases. Potential business prospects will be discussed as well.

The Preliminary Open Meeting will consist of a DART update, the Mobility Report and the Comprehensive Monthly Financial Report.

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 23, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-------------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | | |
| | A. Homoky v. City of Plano
d/b/a Pecan Hollow Golf Course | Wetherbee | 15 min. |
| | B. Marveline Hatcher v.
Donald Edgar Beasley and the City of Plano | | |
| | C. Plano Vietnamese Baptist Church v.
City of Plano Board of Adjustment and City of Plano | | |
| III. | 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: | Council | 10 min. |
| II. | DART Update | Wilkins | 10 min. |
| III. | Mobility Report | Neal | 10 min. |
| IV. | Comprehensive Monthly Financial Report | McGrane | 10 min. |
| V. | Council items for discussion/action on future agendas | Council | 5 min. |
| VI. | Consent and Regular Agenda | Council | 5 min. |
| VII. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

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

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



Transportation Engineering Division

Transportation/Mobility Report

- Traffic Signals:
 - ✓ **Developed plan to remove Jupiter Tank signal communication system while tank is repainted**
 - ✓ **Completed three pedestrian signal system safety audits**
 - ✓ **Made signal timing adjustments along SH 190 and SH 121 to reduce traffic congestion**
 - Midway Road @ McKamy Trail – Design New Traffic Signal: (30% completed)
 - Razor Road @ Ohio Drive: Design New Traffic Signal (15% completed)
 - Razor Road @ McDermott Road: Design New Traffic Signal (15% completed)
 - Completed 2 As-Built Traffic Signal Plans
 - Spring Creek Parkway @ Parkwood Blvd - Design New Traffic Signal: (92% completed)

- Traffic Safety:
 - ✓ **Conducted pedestrian crossing study at “North-Forty” crossing on Municipal Avenue**
 - ✓ **Responded to six Alley Bump Program requests**
 - ✓ **Conducting driveway data collection at Arbor Hill Park**
 - ✓ **Attended end of year PISD Safety Committee meeting**
 - ✓ **Completed railroad crossing data collection for Wayside-horn program**
 - Developing new Red-Light-Camera locations (20% completed)
 - City-wide Speed Zone Survey Project: **40%** completed

- Safe Streets Program (SSP)
 - Reviewing speed limit on McKamy Trail (**40%** completed)
 - Prestonwood Drive - Residential No-Parking Petition sent to the sponsor.
 - Emerson Drive - Received request for No-Parking Anytime signs along the southern boundary of Preston Meadow Park
 - Denham Way – Neighborhood Comment Form sent to neighborhood sponsor.
 - Silverstone and Parkhaven - Mailed Permanent Plan to residents.
 - Silverstone Drive and Parkhaven Drive: Permanent Plan mailed to residents.
 - Mission Ridge Road and the Royal Oaks Drive: Permanent Plan Comment Forms mailed to residents.

Participating Neighborhoods Active in the Program

 - Denham Way: Comment Form mailed to residents
 - Winding Hollow Lane North of Park Boulevard (Petition forms sent to sponsor)
 - Peachtree Lane: Permanent Plan mailed 3/08
 - Silverstone Drive: Permanent Plan mailed 4/08
 - Parkhaven Drive: Permanent Plan mailed 4/08
 - Mission Ridge from Parker to Matterhorn: Public meeting held 4/08
 - Royal Oaks Drive: Public meeting held 4/08
 - Old Pond Drive: Public meeting planned for 5/08
 - Micarta Drive (Temporary Plan installation pending)
 - Robinson Road (Temporary Plan installation pending)
 - Russell Creek Drive East of Independence (Temporary Plan installation completed)
 - Enchanted Ridge Drive/Presidio Lane (On-hold, waiting response from sponsor)

- Long Range Planning:
 - Thoroughfare Standards Rules and Regulations – **100%** completed
 - Develop structure for division Laser Fiche filing system (25% completed)
 - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

III - a

Plano Community Band

MONDAY EVENING CONCERT



comprehensive

monthly

FINANCE REPORT

2018

may



ABOUT THIS REPORT

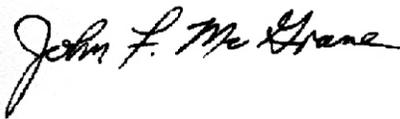
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness of the City's financial positions and economic activity.

This report is comprised of four sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.

We would like to acknowledge those responsible for this report: Allison Friloux for the Financial Summary, Brent Yowell for the Economic Analysis Report and the Investment Report.

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



John F. McGrane
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135

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SECTION 1

FINANCIAL ANALYSIS

City of Plano
Comprehensive Monthly Finance Report

This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

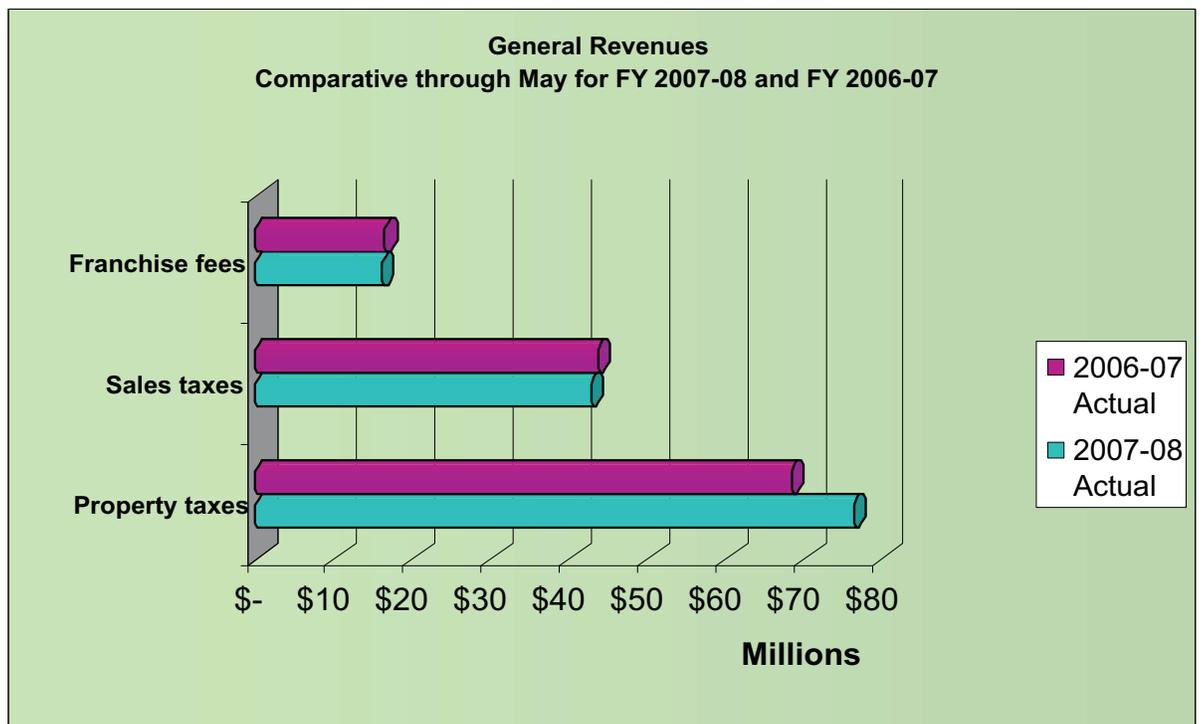
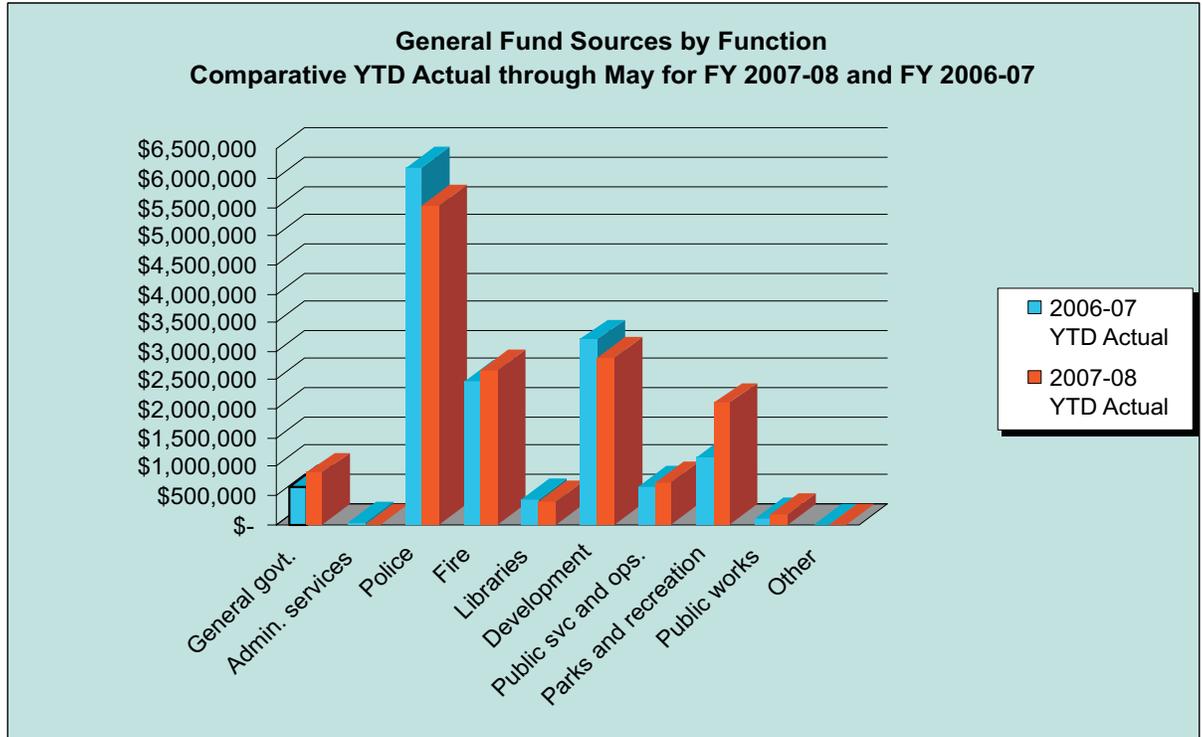


REPORT NOTES MAY, 2008

The information represented in the graphs below is derived from the statement of activities which is located after this section. The statement of activities presents information demonstrating how the City's net assets are changing during the current fiscal year. The format of the statement of activities reports General Fund and Business-type revenues and expenses by function which provides readers with a broad overview of the City of Plano's finances.

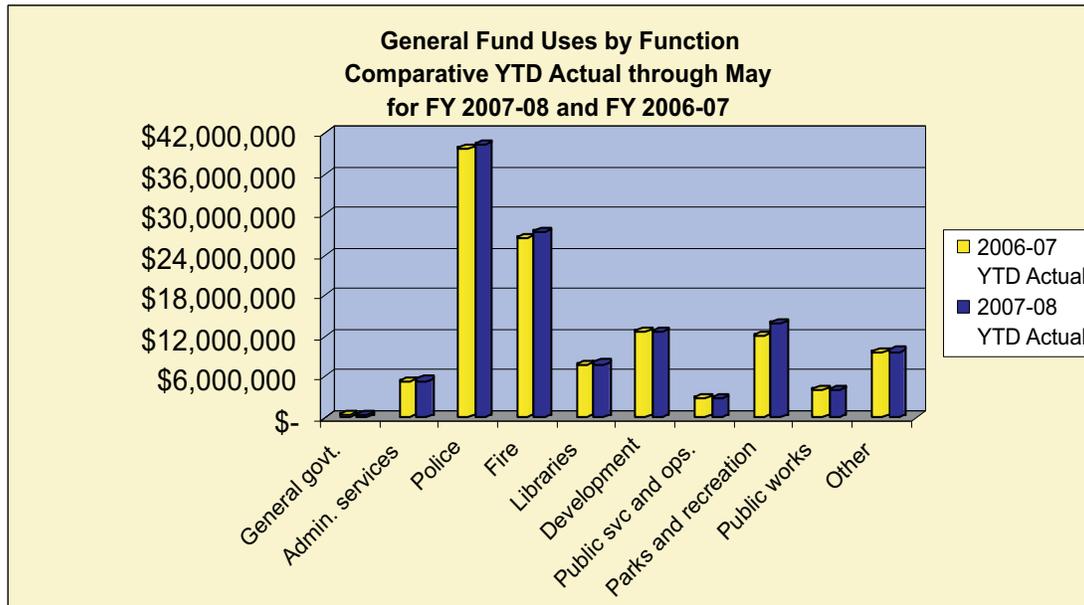
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

MAY, 2008



General Government

- Revenues generated for dispatch services by the City's Public Safety Communications department have increased over prior year by \$25,075. These revenues, which are now based on population, are the result of interlocal agreements between the City of Plano and the Cities of Lucas and Parker.
- The City purchased abandoned residential property due to the substandard condition of a home in June 2006 in the amount of \$87,667. The property sold in January 2007 for \$93,853.
- Costs associated with tuition reimbursement have increased over prior year by \$28,114 attributed to an increase in budget which allows for reimbursement up to 100%.
- The Professional Development Center department has purchased a new projector in the current year costing \$5,564.
- Contractual services for class instruction offered through the Professional Development Center have increased over prior year by \$14,048. The increase is primarily due to the Onboarding Program. Since specific classes are offered late in the year, only two were offered in prior fiscal year. In the current year, the Onboarding Program is in full operation and therefore, a total of 36 classes will be offered. The Onboarding Program is a 6 month orientation program for new City employees.

Administrative Services

- The City entered into an interlocal agreement with the Town of Prosper in the prior fiscal year to provide interim manager services. The City received payment of \$9,000 in April 2007.
- Services to perform a compensation study are spent and encumbered in the current period in the amount of \$95,000. Upon commencement, the study will complete within 90 days.
- The Human Resource Department has had an increase in postage costs in the current year in the amount of \$10,312. This increase is primarily due to benefit related materials mailed to employees' homes, whereas in prior year it was sent through the City's internal mail.
- Personal services increased in the Purchasing department by \$62,195 due to two additional purchasing agents in the current year to support the centralization process. One of the new positions was transferred from another General Fund department and the other was granted through the budget process.

Police

- Court fines and forfeitures decreased year to date over prior year in the amount of \$787,573. Although citations issued in the current year through May are higher than prior year by 3,544, the decrease in revenues is primarily attributed to procedural changes in collections which

REPORT NOTES CONTINUED

MAY, 2008

now allow for collections at the completion of the deferral period. The decrease in citations and fines and forfeiture revenues is offset by an increase in collections from the City's internal and external collection agencies. This section of the Courts department is a state mandated function that began in April 2006. Warrants greater than 90 days from the issuance date that are not collected by the City are turned over to a service provider to pursue collections. The external provider is paid based on the number of warrants collected.

- Revenues collected for false alarms increased \$38,220 over prior year. As a result of a tiered fee structure for police false alarms, the number of customers billed continues to increase as fewer free false alarms are allowed. The fee amount increases for each false alarm, depending on the number of false alarms customers continue to incur during a 12-month period.
- Personal services increased over prior year by \$1,426,235. The increase is primarily attributed to increased pay and benefit related costs as well as an increase in civil service employees over last fiscal year. Additionally, a portion of this increase is due to retiree payouts being \$116,671 higher over prior year.
- Funds for new digital video recorders were expensed and encumbered in the prior year in the amount of \$799,100. The Police department funded \$48,750 of this project while the Technology Fund funded the balance of \$750,350. These digital video recorders were installed on all police vehicles. A reclassification occurred at the end of last fiscal year to place these expenditures and encumbrances out of the appropriate funding source.
- In the current year, the Police department has purchased vehicular radio modems costing \$14,581.
- The Police department has added 5 new Tahoes to the fleet in the current fiscal year costing \$146,145. Additionally, a ½ ton extended cab pickup truck and unmarked police car has been added costing \$22,243 and \$17,888, respectively.
- New mobile data computers, costing \$29,654, have been purchased in the current year and installed in the new police vehicles.
- The Police department spent \$9,660 for criminal and traffic law publications in the current year which are purchased every other year.
- Refrigerated compartment storage lockers have been purchased in the current year for the Property/Evidence Unit within the Police department. The cost of these lockers totals \$16,815.
- The annual maintenance agreement with Motorola for services pertaining to maintenance of the City's radio system has increased over prior fiscal year by \$27,064 primarily due to contractual term changes.
- Replacement of 3 sirens that are part of the existing emergency warning system tower are spent in the current year in the amount of \$12,619.
- Funds for a new television server have been spent totaling \$13,350 to provide the ability to stream, record and tune 8 analog television programs simultaneously. This is utilized for any media coverage pertaining to the Plano Police Department to be recorded.
- Expenses and encumbrances for software totaling \$32,406 have been incurred in the current year. The jail has purchased new software that electronically monitors the status of prisoners and logs security checks. Additionally, various units within the Police department are utilizing new staffing management tools.
- Training expenses and encumbrances have increased over prior year by \$18,234. Training is done on an as needed basis.
- Municipal garage charges to maintain police fleet increased over prior year by \$252,366 attributed to increased fuel prices.
- Replacement charges for police equipment increased \$97,912 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years. Additionally, a larger volume and amount of equipment is being depreciated in the current year.
- Police functioning departments have experienced a decrease of \$552,856 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.

REPORT NOTES CONTINUED

MAY, 2008

- A new asset management system was purchased in the prior fiscal year costing \$37,045.
- Six scanners were purchased in May of the prior year in the amount of \$21,930. These scanners are used primarily for the Police records management system.
- Expenses and encumbrances for minor apparatus were higher in the prior year due to \$92,033 expended for LED lights, light bars, light/siren control units and supplies as well as rear prisoner partitions.

Fire

- Ambulance service revenues increased \$198,301 as compared to prior year primarily due to increased usage of services and collections of ambulance revenue.
- In the current year, the Fire department has received \$21,717 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through May in prior year were \$11,094 resulting in an increase of \$10,623.
- Personal services increased \$1,160,729 over prior year primarily due to increased salary and benefit related costs experienced in the current year. \$107,135 of the personal services increase is attributed to salary related expenses associated with emergency support as a result of a severe storm occurring in April of the current year.
- Services for cleanup and tree removal were incurred in the current year as a result of a severe storm occurring in April 2008 costing \$45,000.
- Payments and encumbrances for emergency medical advisory services have increased over prior year by \$12,000 due to an increase in fees based on contractual amounts.
- The Office of Emergency Management and Homeland Security has spent funds in the amount of \$34,994 for a new project that provides video conferencing capability.
- Replacement charges for fire rolling stock have increased over prior year by \$232,889 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$224,105 attributed to increased fuel prices.
- Replacement charges for fire equipment increased \$62,350 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Costs and encumbrances for medical examinations have increased over prior year by \$20,577 primarily attributed to additional types of testing offered to City employees as part of the Wellness Program.
- Costs and encumbrances for training services have increased \$20,164 primarily attributed to additional training courses offered, as well as an increase in personnel.
- In the current year, the Fire department has incurred costs and encumbrances of \$61,900 for an analysis of the Emergency Medical Services System.
- The Fire department purchased \$8,090 in exercise equipment in the prior year for the Central Fire Station, as well as Fire Station No. 11.
- Capital outlay purchases decreased \$584,693 as compared to prior fiscal year. In the prior year, the Fire department purchased a new Spartan Command Post Mobile Command Center in the amount of \$652,893. This decrease is offset by capital purchases in the current fiscal year of a new Toyota Prius, ½ ton crew cab pickup truck and Chevrolet Impala costing \$21,698, \$23,863 and \$17,888, respectively.
- Fire functioning departments have experienced a decrease of \$218,866 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.
- In the prior year, the Fire department purchased new uniforms in the amount of \$85,722 and services for bunker gear cleaning in the amount of \$42,562 resulting in a decrease in materials and supplies expenditures.

REPORT NOTES CONTINUED

MAY, 2008

Libraries

- Revenues received from Collin County Community College and the City of Allen for shared maintenance costs have decreased \$49,704 due to a change in automation systems in the current year. With the purchase of the new systems, the included maintenance costs are accounted for in the Sproles Library Fund until August 2008, next years maintenance renewal will then be expended in the General Fund for service periods covering August 2008-August 2009. Therefore, a decrease in maintenance costs as compared to the same time period in prior year in the General Fund is \$52,765.
- Personal services increased \$241,389 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Expenditures and encumbrances for non-print media purchases have increased over prior year \$25,988 primarily due to price increases as well as increase in the volume purchased.
- Libraries have experienced a decrease of \$87,981 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.

Development

- Building permit revenues decreased over prior year by \$172,079 due to large commercial projects occurring in the prior year.
- Same day inspection and re-inspection revenues have decreased as compared to prior year by \$21,840 and \$25,825 as these services are directly tied to the amount of construction occurring within the city which has decreased.
- Revenues generated from issuance of plumbing permits have decreased over prior fiscal year by \$22,316 attributed to the overall decrease in new residential and commercial construction, as well as a decrease in commercial and residential alterations, remodels and interior finish outs requiring plumbing.
- Interlocal plan reviews for the City of Murphy are lower than prior year by \$44,405. Currently, the City of Plano is not performing plan review for the City of Murphy, resulting in a decrease in volume of inspections performed as compared to last year. The number of inspections performed by the City of Plano will continue to decline as the City of Murphy approaches build out.
- In the current year, the Development cost centers have received \$10,321 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through May in prior year were \$30,811.
- Engineering inspection revenues have decreased \$74,428 as compared to prior year due to timing of cash collections, as two large developments are soon to commence within the next month. Overall there are fewer and smaller projects being released in the current year.
- Rental registration revenue is higher than prior year by \$81,875 due to timing of collections received. Rental registration fees for both fiscal years are due by June 30, however in the current fiscal year, complex management has been more prompt with payment. This program requires registration of multi-family dwelling complexes that are ten years old and older.
- Facilities Maintenance has experienced an increase over prior year in payments for electric services in the amount of \$261,647. The increase is primarily attributed to the opening of the Tom Muehlenbeck Center and the new computer server room located at Technical Services. Gas payments increased \$39,833 over prior year also attributed to the Tom Muehlenbeck Center opening in the current year. In addition, the cost of natural gas continues to rise.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$127,115 due to higher rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Center facility.
- Two new cargo vans have been added to the Facilities Maintenance department fleet in the current year costing \$57,398.

REPORT NOTES CONTINUED

MAY, 2008

- Demolition costs of \$9,192 have been incurred in the current year due to a property owner failing to make necessary repairs. Therefore, this substandard property was ordered by the Building Standards Commission to be demolished.
- The Safe Streets Program has spent and encumbered \$228,768 through May of the current year resulting in an increase of \$28,683 over prior year as operations resumed in March 2007. Costs for this program consist of purchases for traffic calming devices as well as preparation and installation of speed cushions.
- The Planning department has purchased a replacement microfilm scanner/viewer in the current year costing \$16,575.
- Municipal garage charges to maintain development functioning department's fleet increased over prior year by \$43,342 attributed to increased fuel prices.
- The Property Standards department has experienced a decrease in personal costs of \$25,694 primarily attributed to several vacant positions in the current period as well as restructuring of work schedules and reducing overtime charged. The Building Inspections department also has a decrease in salary related expenditures of \$56,426 due to an increase in vacant positions in the current year. The Engineering department has also experienced a decrease in salary expenditures of \$194,768 primarily due to open positions in the current year of which two Senior Engineer positions were filled within the last three months, while other positions are still vacant.
- The Engineering department purchased 5 new Ford Escape Hybrid vehicles in the prior year costing \$120,620.
- Two Toyota Prius vehicles were purchased in the prior period for the Rental Registration department costing \$41,076.
- Contractual costs decreased in the current year as a result of the prior year purchase of a new plotter for \$27,725 and office remodeling, including adding counter space in the reception area, in the amount of \$17,822.
- Beginning in the prior fiscal year through the current period, the Planning department paid and encumbered funds for technical review services of the City's zoning and development regulations costing \$85,310.

Public Services and Operations

- Animal adoption revenues have increased \$28,049 over prior year primarily due to an average increase of \$12.30 per animal adoption. The average adoption fee is approximately \$60 per animal. In addition, there have been 360 more adoptions over prior year.
- Lease fees pertaining to rental of space on City property and/or facilities have increased over prior year by \$5,741. The City terminated the contract of a lease-management company that was responsible for four sites and retained a portion of the fees. As a result, the City now receives the entire fee directly from the communication companies. Additionally, one lease site was added in the current year which also attributes to the increase of lease fee revenues.
- Child safety fees have increased over prior year by \$16,097 due to increased school zone violations in the current year.
- Reimbursements to the Health department from the Municipal Drainage Fund have decreased \$57,432 due to a full time storm water program administrator position being moved to the Municipal Drainage Fund in the current year. This position was budgeted in the General Fund in the prior year.
- Medical and surgical supplies and medical services costs and encumbrances at the animal shelter have increased \$23,522 and \$3,678, respectively, due to requirement for all adopted animals to be spayed or neutered before leaving the animal shelter.
- In prior fiscal year, the Records Management department purchased a new Ford Escape Hybrid vehicle costing \$24,124.
- The Animal Services department has a decrease in salary related expenditures of \$43,790 due to an increase in vacant positions in the current year.

REPORT NOTES CONTINUED

MAY, 2008

Parks and Recreation

- The Parks and Recreation department has experienced an increase in membership revenues of \$797,028 which is primarily attributed to the opening of the Tom Muehlenbeck Center in November of the current fiscal year.
- A portion of membership fees is used to fund replacement recreation equipment at the various facilities. Due to membership fee revenues being higher in the current year, attributed to the Tom Muehlenbeck Center opening in November, revenues generated for replacement equipment have increased \$150,584 as compared to prior year.
- Rental fees for use of rooms at recreation facilities have increased over prior fiscal year by \$18,911. This increase is primarily caused by the opening of the Tom Muehlenbeck Center which has generated \$14,305 of recreation rental fee revenues.
- The Courtyard Theater received a donation from Plano Arts and Cultural Endowment in the amount of \$49,000 in the current year which is to be used to purchase new interior lighting and equipment.
- Revenues generated from rental of the Cox Building and Courtyard Theater facilities have decreased \$19,926 as compared to prior fiscal year primarily due to a large number of groups cancelling scheduled events because of funding issues.
- Personal services increased \$896,616 over prior year primarily due to the opening of the Tom Muehlenbeck Center as well as the Oak Point Nature Preserve in the current year. Additionally, increased salary and benefit related costs are higher in the current year as compared to prior period.
- Payments for contractual services related to the Creative Arts department have increased \$31,245 primarily due to costs associated with the summer concert series beginning two months earlier than prior year. Additionally, a portion of this increase is for design services to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with waterproofing the Cox Building. Costs for this project occurred in the current year costing \$9,000. Recently, the Cox Building has had some water damage on the first floor which the City leases from Plano Independent School District (PISD). PISD reimbursed the City as PISD is the owner of the Cox Building and the City is a tenant. The City received \$65,000 in March 2008 and was dedicated to a Community Investment Program Project.
- Advertising costs associated with the Creative Arts Division have increased over prior year by \$18,700 primarily attributed to the City hosting more of its own events as opposed to rental of facilities, such as the Cox Building and Oak Point Amphitheater, to outside customers in prior year.
- To promote parks and recreation center facilities, a guide was mailed to residents to provide information about the various locations. This is a new expenditure that did not occur in the prior year. The cost of the brochure and postage was \$33,061.
- Expenditures and encumbrances, including personal costs, associated with the Tom Muehlenbeck Center have been incurred in the current year in the amount of \$818,451, as this new facility opened in November of the current fiscal year. This represents an increase as compared to prior year of \$746,975. A portion of these expenditures was for purchase of an integrated customer relationship fitness management tool totaling \$40,032.
- An increase of approximately \$59,998 occurred in the current year for purchase and application of chemical products at various parks areas. The Parks Grounds Maintenance Service Districts utilized limited amounts of pre-emergent and post emergent herbicides in prior fiscal year due to drought conditions. Once drought restrictions were lifted, routine fall and spring pre- and post emergent herbicide applications resumed. Additionally, during the current year, the districts are experimenting with an alternative higher priced pre-emergent herbicide that has a longer residual and covers a larger variety of weeds. If success is noted utilizing this product, it will eliminate the cost of repeated pre-and post emergent applications. Also, the significant fuel cost increase has added to the cost of manufacturing and shipping these products.
- Expenditures and encumbrances for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$66,627. The

REPORT NOTES CONTINUED

MAY, 2008

increase is attributed to contractual changes as well as increased areas serviced.

- The Park Field Services department purchased a new ½ ton pickup truck in the current year costing \$18,994.
- Purchase of chemicals for trim and playing turf has increased over prior year by \$115,991. Efforts to recover from the drought, increase athletic program participation and meet the demand for higher quality fields have resulted in a need to improve athletic fields. Therefore, the Athletic Fields Maintenance and Sports Turf Maintenance departments have increased purchases of fertilizer to cover 400 acres of athletic fields and grassy areas. The 2007-08 budget increased over prior year's re-estimate by \$67,433.
- Costs and encumbrances related to the Senior Trans Program have increased over prior year attributed to timing of encumbrances. The annual contractual amount is the same as prior year.
- Park Support Services purchased a new Ford F250 pickup truck in the amount of \$24,440. The Sports Turf Maintenance department included a new ¾ ton pickup truck and tractor to the fleet costing \$23,827 and \$24,790, respectively.
- The Natural Resources department purchased a grass drill, ¾ ton pickup truck, Toro mower and all terrain utility vehicle in the current period in the amount of \$13,053, \$23,604, \$12,421 and \$10,076, respectively.
- The District No. 3 Grounds Maintenance department purchased a new ½ ton pickup truck in the current year in the amount of \$18,994.
- In the current year, Carpenter Park Recreation Center has replaced two elliptical cross trainers costing \$12,493.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by \$155,565 attributed to increased fuel prices.
- Replacement charges for parks and recreation rolling stock have increased over prior year by \$123,753 due to timing of vehicles received and placed into service.
- Highpoint Tennis Center has spent funds for a security system in the current year costing \$38,642.
- The Douglass Recreation Center purchased new furniture in the current year in the amount of \$12,127.
- Design services for logo development for Oak Point Park Nature Preserve and Oak Point Park have been spent this fiscal year in the amount of \$6,000. In prior year, \$3,800 was spent in September.
- Courtyard Theater purchased new stage and theater equipment in the prior year costing \$15,517.
- Payment to PISD has decreased \$143,444 for usage of utility and custodial services for Williams and Clark Recreation Centers. This decrease is attributed to closing Clark Recreation Center in May 2007, which resulted in the utilization of fewer PISD facilities in the current year.
- Payment to reimburse Electronic Data Systems (EDS) for water used to irrigate medians during 2006 was made in March 2007 costing \$25,796. Payment to EDS for water median usage has not occurred in the current fiscal year as of May 2008.

Public Works

- In the current year, the Streets and Signals departments have received \$96,069 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through May in prior year were \$48,416.
- Replacement charges for public works rolling stock have increased over prior year by \$66,761 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain public works fleet increased over prior year by \$61,513 attributed to increased fuel prices.
- Asphalt purchases for the Streets department have increased \$21,314. A new asphalt product is being utilized in the current year that will lengthen the longevity of the repair, which will initially cost more but require less maintenance.
- Personal services increased \$122,369 over prior year. Personal costs for the Public Works, Streets, and Signals departments increased over prior year by \$234,411 due to higher salary and benefit related costs. This increase is offset by a \$112,042 decrease in salary expenditures in the Signs &

REPORT NOTES CONTINUED

MAY, 2008

Marking department primarily due to more positions being vacant in the current year than in prior year. In addition, the Signs & Marking department has experienced a reorganization resulting in lower salaries residing in these departments in the current year as compared to prior period.

- Public works functioning departments have experienced a decrease of \$95,936 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.
- The Signs & Markings department utilizes contractual services for installation of street buttons and paving marking materials on the City's streets. These services have decreased over prior year by \$52,892. These decreases are primarily due to timing of services received and encumbered as compared to prior year. The amount budgeted for this service has decreased \$11,659 as compared to prior year's re-estimate.

Other

- Payments for retiree health insurance have increased over prior year by \$113,510 due to restructuring of retiree insurance, as well as increases in the number of retirees and premium amounts in the current year.
- Payment made to Collin County Central Appraisal District has decreased over prior year by \$67,666 due to timing of payments made to the County. Third quarter payment was made prior year in May, whereas it was made in June of the current year. The calculated pro-rata cost is determined by the City's percent of tax levy in relation to the county's tax levy. Additionally, the City has paid Denton County Central Appraisal District in the amount of \$19,210 which began in the current fiscal year as new state legislation was passed.
- Electric payments have increased over prior year by \$88,592 primarily due to increased prices in natural gas in the current year.
- Expenditures for interdepartmental water billings have increased \$97,691 due to watering restrictions being lifted in July 2007.
- Technology services charges increased over prior year by \$76,099 due to higher costs budgeted in the current year.
- In the current year, the City paid \$46,500 in support of the Blackland Prairie Festival. Prior year payment to the Blackland Prairie Festival was \$15,225.
- Funds to support the Boys and Girls Club of Collin County have been spent in the amount of \$30,000 in the current year. This is a sponsorship that did not occur last fiscal year.
- The General Fund is absorbing \$29,330 of additional funding in support of the Plano African American Museum which is mainly funded through the Convention and Tourism Fund. The total amount of funding in prior year for this entity was \$21,921 while current year funding, including the General Fund portion, is \$49,330.
- Encumbrances for the July 4th fireworks event were incurred in May 2008 while in prior year payment was made in June 2007. The amount spent each year is \$24,000.
- Expenditures in the prior year in the amount of \$104,475 for a street light audit conducted by an external contractor were incurred.
- \$17,800 was spent in the prior year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- In the prior year, the City spent \$67,100 for 4,650 courses of Tamiflu vaccinations to be reserved for City employees and their immediate families in the event of a pandemic influenza outbreak.

Property Tax Revenues

- Ad valorem tax revenues increased \$7,941,844 over prior year primarily attributed to an increase in existing property values in addition to new property coming on-line in the current year.

REPORT NOTES CONTINUED

MAY, 2008

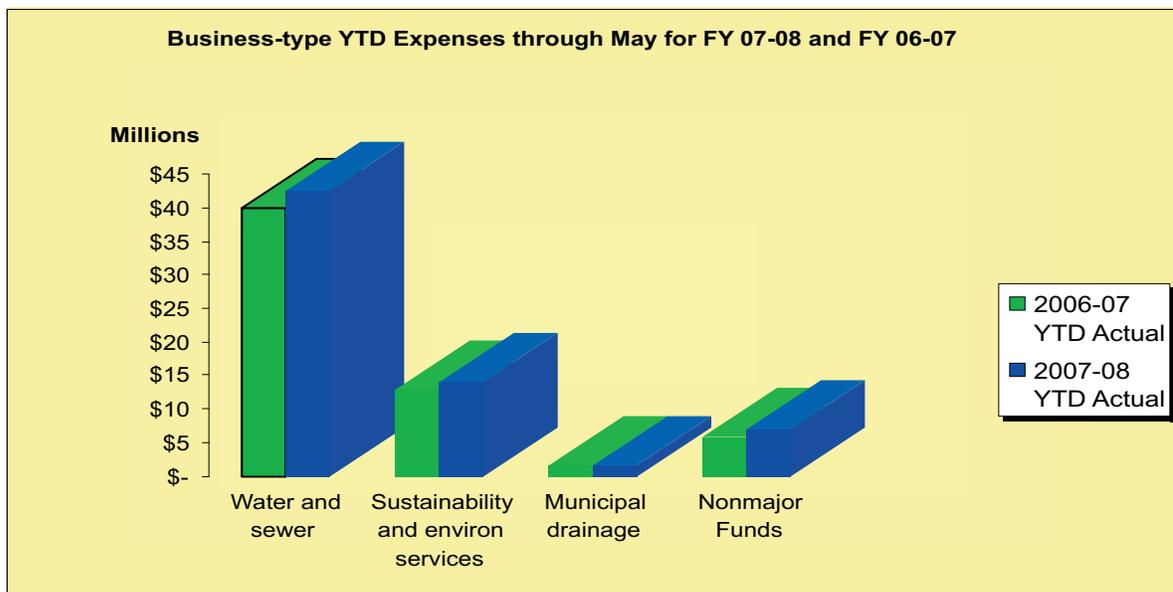
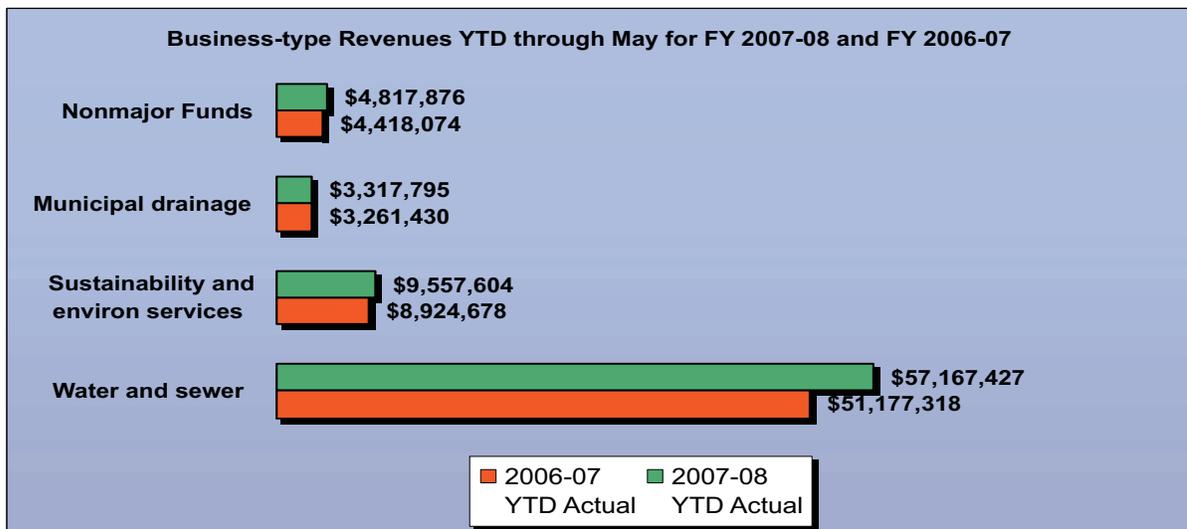
Sales Tax Revenues

- Sales tax revenues decreased over prior year by \$884,783 due to a slowing economy as well as \$387,269 of audit adjustments, which lowered collections in the current fiscal year. Favorable audit adjustments through May 2007 were recorded at \$215,565, resulting in an increase to prior year collections. When comparing the cash received in the months of May 2008 and May 2007, a decrease of 6.1% is noted in sales tax revenues.

Franchise Fee Revenues

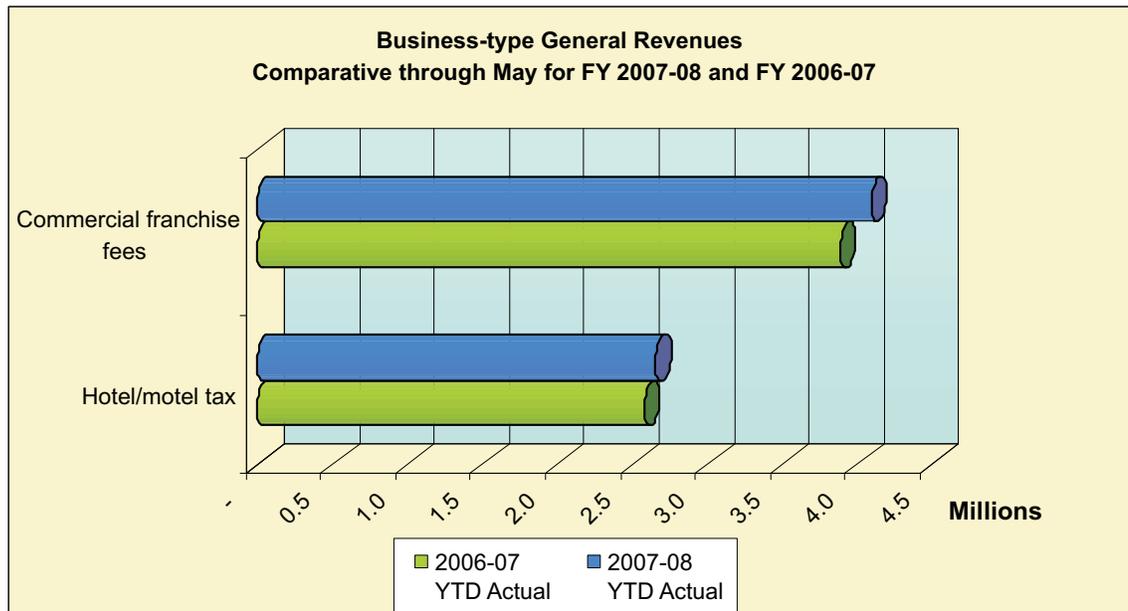
- Electric franchise fee revenues decreased \$170,317 as compared to prior year. The decrease is driven by receipt of a settlement in prior fiscal year in the amount of \$444,618.
- Gas franchise fee revenues are higher than prior year by \$371,843. The increase in gas franchise collections is primarily due to increased gas prices.
- Telephone franchise revenues decreased \$680,474 as compared to prior year primarily due to a decline in traditional land line phone service. The City does not collect franchise fees from digital and cellular users.
- Cable television franchise revenues increased over prior year by \$153,387 primarily due to timing of payments received.

Highlights of business type variances



REPORT NOTES CONTINUED

MAY, 2008



Water & Sewer

- Water and sewer revenues increased over prior year by \$3,845,639 and \$1,975,408, respectively. Overall water consumption for the current year is up as compared to the same time period in the prior year due to water restrictions being lifted in July 2007. Sewer income increased due to a more stable three year winter quarter averaging as well as increased water consumption by non-residential water users.
- Water penalty revenues have increased over prior year by \$113,279 primarily due to an increase in water bills of late paying customers, as a result of watering restrictions being lifted.
- Consumption and rate increases for construction water meters have occurred in the current year resulting in an increase of revenues of \$76,120.
- Cellular telephone companies place antennas on city elevated water towers and therefore, the City charges rental fees. These revenues have increased \$18,048 as each individual contract renews and is subject to rate increases.
- Expenses and encumbrances to Datamatic.Com for maintenance parts pertaining to the automated meter reading project have decreased over prior year by \$915,380. The current phase of the project is now complete and therefore, replacements are occurring. A new vendor will be utilized beginning in the current fiscal year to install new hardware and software for the automated meter reading project. Encumbrances for these services are \$2,700,000.
- Water meter purchases are lower than prior year by \$142,830. A new program will be implemented over the next several years that will replace water meters and AMR devices. Therefore, water meter replacements have ceased until this program begins.
- Services for debris hauling have increased over prior year by \$172,376. These costs are shared between Municipal Drainage Operations and Utility Operations and therefore, a transfer will be done to allocate the cost equally.
- Payments to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment, as well as water services, increased over prior year by \$126,903 and \$936,575, respectively. These increases are the result of an increase in contractual amounts.
- Municipal garage charges to maintain water and sewer fleet increased over prior year by \$90,426 attributed to increased fuel prices.
- The Pumping Facilities department purchased a new trailer in the current year costing \$29,098.
- A new imaging processor has been purchased in the current fiscal year to process utility

REPORT NOTES CONTINUED

MAY, 2008

payments. The total cost of this project is \$25,431 of which \$8,931 has been paid. Additionally, funds for a new kiosk for utility customers to make payments at City Hall have been spent and encumbered in the current fiscal year in the amount of \$63,000.

- Payments made for credit card services increased over prior year by \$29,941 primarily due to an increase in credit card payments made by customers.
- In the prior year, equipment was rented and utilized to repair a sewer line break at Custer Road and Highway 190 which cost \$138,852.
- Expenses and encumbrances associated with the Environmental Education Complex were incurred last fiscal year in the amount of \$127,855. Of this amount, services are rendered and encumbered in the current fiscal year in the amount of \$78,785.
- The Utility Maintenance department purchased a listening device to detect water leaks in the prior year totaling \$21,795. This type of equipment is purchased on an as needed basis.

Sustainability and Environmental Services

- Commercial franchise fee revenues increased over prior year by \$205,776. Commercial franchise revenues are based upon commercial tonnage disposed, which has increased over prior year, in addition to an increase in the number of commercial entities serviced.
- Residential solid waste revenues are \$159,362 higher than prior year primarily due to an increase in rates for use of 95-gallon carts. The rate increased from \$12.75 per month in the prior year to \$13.85 per month in the current year. Approximately 98% of customers utilize the 95-gallon cart.
- Recycling revenues increased over prior year by \$275,863 primarily due to an increase in the market. Due to the nature of the recycling business, the recycling market fluctuates and when comparing year to date revenues over last year, the recycling market has increased.
- Compost revenues are higher over prior year by \$47,565 primarily due to weather related factors experienced last year. Due to drought conditions in the area, residential and commercial sites did not landscape as much therefore, resulting in lower compost sales. Additionally, new commercial customers are purchasing compost in bulk in the current year.
- Tipping fee revenues increased over prior year by \$128,455 primarily due to an increase in volume of materials brought to the City. These revenues are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products to the City.
- Overtime charges from the Compost department have increased over prior year by \$81,213. This is primarily due to additional work being done pertaining to the fire at the Melissa Compost Site, as well as the April storm.
- A new John Deere Front End Loader, as well as a truck mounted fork lift, was added to the Compost Operations department in the current year costing \$290,242 and \$42,950, respectively.
- Payments to NTMWD increased \$282,195 over prior year as payments are based on contractual amounts.
- The Sustainability department printed and distributed 75,000 calendars to employees and Plano residents to promote The Live Green in Plano Program as well as collection services provided to residents. The cost of printing and postage totaled \$64,606.
- Municipal garage charges to maintain environmental waste fleet increased over prior year by \$370,391 attributed to increased fuel prices.
- Replacement charges for environmental waste services rolling stock have increased over prior year by \$126,139 due to timing of vehicles received and placed into service.
- Temporary labor services decreased over prior year by \$153,343 primarily to promote the Live Green in Plano Expo that began last fiscal year.
- Costs for equipment rentals have been incurred in the current year to manage a fire that occurred in October 2007 at the Melissa Compost Site totaling \$27,173.

Municipal Drainage

- Drainage fee revenues have increased \$59,097 primarily due to an increase in commercial accounts serviced as these entities are charged by square footage.
- Personal services increased \$83,481 over prior year primarily due to increased salary and benefit related costs experienced in the current year.

REPORT NOTES CONTINUED

MAY, 2008

- Reimbursements to the Health department from the Municipal Drainage Fund have decreased \$57,432 due to a full time storm water program administrator position being moved to the Municipal Drainage Fund in the current year. This position was budgeted in the General Fund in the prior year. Although reimbursements have decreased, salary expenses for the Storm Water Drainage department have increased in the Municipal Drainage Fund by \$63,480.
- Concrete purchases and encumbrances have increased over prior year by \$37,853. The amount budgeted is comparable to prior year's re-estimate.
- Costs for debris hauling services have decreased \$142,120. These costs are shared between Municipal Drainage Operations and Utility Operations and therefore, a transfer will be done to allocate the cost equally.
- Municipal garage charges to maintain municipal drainage fleet increased over prior year by \$32,988 attributed to increased fuel prices.
- In prior year, a new Ford Hybrid Escape was purchased for the Storm Water Drainage department costing \$24,124.

Civic Center

- Inside catering revenues at Plano Centre, Pecan Hollow and Plano Station have increased over prior year by \$116,562. In March of the current year, Plano Centre recorded approximately \$50,000 in new event business for inside catering. As a result, food costs for Plano Centre and Pecan Hollow have increased \$77,281 over prior year. Additionally, because the volume and size of events have increased in the current year, equipment rental and service charge revenues have increased \$17,172 and \$20,626, respectively.
- Concession revenues increased over prior year by \$64,523 primarily due to the opening of the Tom Muehlenbeck Center in the current year generating revenues of approximately \$48,088.
- Alcohol revenues increased over prior year by \$39,884. The increase in alcohol sales is a direct result of an increase in corporate holiday events, plus a large venue had \$13,000 more in alcohol sales than in the prior year.
- Personal services increased \$145,099 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Payments made in support of cultural arts and historic preservation have increased \$65,911 and \$43,754, respectively, due to increased funding in the current year as compared to prior year's re-estimate.
- Funds totaling \$18,000 have been spent in the current year for consulting, design services and to expand the parking lot at Plano Centre. Additionally, funds of \$197,764 have been spent for work on the parking lot expansion at Plano Centre.
- Advertising costs have increased \$17,562 over prior year attributed to an increase in volume of advertising publications as well as increased fees from media providers.
- Funds for a new flag and flagpole at Plano Center have been encumbered in the current year in the amount of \$18,879.
- Funds for a replacement phone system have been spent in the current fiscal year costing \$71,582.

Golf Course

- Golf revenues are higher than prior year by \$8,634. Rounds played recorded in May 2008 are 5,923 compared to 4,990 rounds played in May of prior year. Year to date rounds of golf played are recorded at 31,255 compared to 30,474 in prior year. Additionally, the City received pre-payment for a weekly tournament in the current year contributing to a portion of the increase in revenues over prior fiscal year.
- In efforts to increase business at Pecan Hollow Golf Course in the current year, promotional efforts consisted of representation at a regional golf show, in addition to flyers being printed and distributed. These advertising costs totaled \$3,656.
- Pecan Hollow Golf Course has purchased a new greens mower in the current fiscal year in the amount of \$22,104.

REPORT NOTES CONTINUED

MAY, 2008

- Personal services increased \$19,622 over prior year primarily due to increased salary and benefit related costs experienced in the current year.

Recreation Revolving

- Recreation revenues increased over prior year by \$282,359 primarily as a result of the Tom Muehlenbeck Center opening in the current fiscal year. Revenues generated year to date at the Tom Muehlenbeck Center are \$283,289 which results in increased costs to pay for class instructors in the amount of \$22,181.
- Costs for personal services increased \$116,415 primarily due to the opening of the Tom Muehlenbeck Center in November 2007 as well as increased salary and benefit related costs in the current year.
- Payments made for credit card services increased over prior year by \$59,531 primarily due to an increase in credit card payments made by customers.
- Expenses and encumbrances for printing of the Leisure Catalogs for the current fiscal year have increased \$18,433. The Leisure Catalogs increased in pages, printing and distribution to accommodate programs located at the Tom Muehlenbeck Center.

Property Management

- Rental revenues for Downtown Center South decreased over prior year by \$9,219 primarily due to timing of collections received by the City.
- Contractual services have decreased primarily due to expenses in the prior year in the amount of \$46,074 for work related to parking lot improvements and building repairs at Downtown Center North.

Downtown Center Development

- The City has an agreement to share costs affiliated with the Eastside Village. Costs have increased over prior year by \$2,849 primarily due to the City absorbing insurance and tax expenses.

SECTION 1A

FINANCIAL SUMMARY

*City of Plano
Comprehensive Monthly Finance Report*



CITY OF PLANO, TEXAS
STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED MAY 31, 2008

Function/Program Activities General Fund	Expenses/Expenditures		Program Revenues		Net (Expense) Revenue and Changes in Net Assets	
	Budget	Actual/Encumb./Budget	Budget	Actual	Actual	Budget
General Fund Activities:						
General government	\$ 844,170	\$ 509,825	\$ 857,499	\$ 882,915	\$ 13,329	\$ 373,090
Administrative services	9,038,063	5,469,959	-	-	(9,038,063)	(5,469,959)
Police	63,596,577	40,401,869	10,037,231	5,535,824	(63,559,346)	(34,866,045)
Fire	42,876,116	27,410,780	3,851,147	2,657,273	(39,024,969)	(24,753,507)
Libraries	11,911,444	7,941,601	511,090	372,940	(11,400,354)	(7,568,661)
Development	21,389,456	12,717,638	4,523,686	2,892,119	(16,865,770)	(9,825,519)
Public services and operations	4,871,749	2,892,044	995,805	716,003	(3,875,944)	(2,176,041)
Parks and recreation	23,374,955	13,980,328	2,504,577	2,083,787	(20,870,378)	(11,886,541)
Public works	6,106,267	4,161,234	30,000	164,208	(6,076,267)	(3,997,026)
Other	17,407,930	9,790,965	331,306	-	(17,076,624)	(9,790,965)
Total General Fund	201,416,727	125,276,243	23,642,341	15,315,069	(177,774,386)	(109,961,174)
Business-type Activities:						
Water and sewer	67,418,780	42,668,835	98,832,952	57,167,427	\$ 31,414,172	\$ 14,498,592
Sustainability and environ services	20,110,852	14,109,504	14,373,338	9,567,604	(5,737,514)	(4,551,900)
Municipal drainage	2,579,209	1,481,461	4,723,698	3,317,795	2,144,489	1,836,334
Civic center	7,838,996	4,706,120	2,551,589	1,760,838	(5,287,407)	(2,945,282)
Municipal golf course	896,915	583,076	943,050	461,237	46,135	(121,839)
Property management	27,000	25,297	78,861	40,510	51,861	15,213
Recreation revolving	2,931,931	1,628,647	2,902,192	2,521,002	(297,399)	892,355
Downtown center development	45,000	47,918	67,678	34,289	22,678	(13,629)
Total business-type activities	101,848,683	65,250,868	124,473,366	74,860,702	22,624,675	9,609,844
Total	\$ 303,265,410	\$ 190,527,101	\$ 148,115,699	\$ 90,175,771	(177,774,386)	(100,351,330)

General Fund	General Revenues	
	Budget	Actual
Property taxes	77,466,721	76,289,501
Sales taxes	61,181,328	42,708,650
Other taxes	1,118,849	782,707
Hotel/Motel tax	-	-
Franchise fees	20,388,866	16,113,168
Investment income	2,918,908	1,604,898
Total general revenues	163,074,672	137,498,924
Change in net assets	(14,699,714)	27,537,750
Net assets - beginning	45,683,660	45,683,660
Net assets - ending	\$ 73,221,410	\$ 369,151,364

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 GENERAL FUND

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2008	\$ 77,467,000	76,290,000	98.5%	147.72
	2007	69,461,000	68,348,000	98.4%	147.60
	2006	61,823,000	60,925,000	98.5%	147.82
Sales tax	2008	61,181,000	42,709,000	69.8%	104.71
	2007	57,606,000	43,593,000	75.7%	113.51
	2006	50,590,000	38,960,000	77.0%	115.52
Other revenue	2008	48,069,000	33,815,000	70.3%	105.52
	2007	46,259,000	33,819,000	73.1%	109.66
	2006	<u>44,632,000</u>	<u>27,697,000</u>	62.1%	93.08
TOTAL REVENUE	2008	186,717,000	152,814,000	81.8%	122.76
	2007	173,326,000	145,760,000	84.1%	126.14
	2006	<u>157,045,000</u>	<u>127,582,000</u>	81.2%	121.86
EXPENDITURES & ENCUMBRANCES:					
Current operating	2008	\$ 199,162,000	123,284,000	61.9%	92.85
	2007	188,784,000	118,297,000	62.7%	93.99
	2006	173,594,000	105,255,000	60.6%	90.95
Capital outlay	2008	2,255,000	1,992,000	88.3%	132.51
	2007	1,466,000	2,965,000	202.3%	303.38
	2006	<u>1,697,000</u>	<u>1,658,000</u>	97.7%	146.55
Total expenditures and encumbrances	2008	201,417,000	125,276,000	62.2%	93.30
	2007	190,250,000	121,262,000	63.7%	95.61
	2006	<u>175,291,000</u>	<u>106,913,000</u>	61.0%	91.49
Excess (deficiency) of revenues over (under) expenditures	2008	(14,700,000)	27,538,000	-	-
	2007	(16,924,000)	24,498,000	-	-
	2006	(18,246,000)	20,669,000	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2008	16,609,000	11,073,000	66.7%	100.00
	2007	16,397,000	10,931,000	66.7%	100.00
	2006	15,153,000	10,102,000	66.7%	100.00
Transfers out	2008	(21,947,000)	(15,322,000)	69.8%	104.72
	2007	(21,055,000)	(15,547,000)	73.8%	110.76
	2006	<u>(13,270,000)</u>	<u>(9,748,000)</u>	73.5%	110.19
NET CHANGE IN FUND BALANCES	2008	(20,038,000)	23,289,000		
	2007	(21,582,000)	19,882,000		
	2006	(16,363,000)	21,023,000		
FUND BALANCES-BEGINNING	2008		45,684,000		
	2007		48,805,000		
	2006		<u>39,224,000</u>		
FUND BALANCES-ENDING MAY 31	2008		68,973,000		
	2007		68,687,000		
	2006		<u><u>60,247,000</u></u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2008	\$ 96,340,000	55,585,000	57.7%	86.55
	2007	93,434,000	49,783,000	53.3%	79.92
	2006	83,000,000	51,557,000	62.1%	93.18
Other fees and service charges	2008	2,693,000	1,478,000	54.9%	82.32
	2007	2,556,000	1,520,000	59.5%	89.20
	2006	<u>2,360,000</u>	<u>2,155,000</u>	91.3%	136.97
TOTAL REVENUE	2008	99,033,000	57,063,000	57.6%	86.43
	2007	95,990,000	51,303,000	53.4%	80.17
	2006	<u>85,360,000</u>	<u>53,712,000</u>	62.9%	94.39
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	1,245,000	188,000	15.1%	22.65
	2007	80,000	153,000	191.3%	286.88
	2006	70,000	553,000	790.0%	1185.00
Other expenses & encumbrances	2008	66,174,000	42,481,000	64.2%	96.29
	2007	63,810,000	39,889,000	62.5%	93.77
	2006	<u>58,788,000</u>	<u>36,560,000</u>	62.2%	93.28
Total expenses and encumbrances	2008	67,419,000	42,669,000	63.3%	94.93
	2007	63,890,000	40,042,000	62.7%	94.01
	2006	<u>58,858,000</u>	<u>37,113,000</u>	63.1%	94.58
Excess (deficiency) of revenues over (under) expenses	2008	31,614,000	14,394,000	-	-
	2007	32,100,000	11,261,000	-	-
	2006	26,502,000	16,599,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	254,000	170,000	66.9%	100.39
	2007	268,000	179,000	66.8%	100.19
	2006	230,000	153,000	66.5%	99.78
Transfers out	2008	(30,889,000)	(20,592,000)	66.7%	100.00
	2007	(30,208,000)	(20,042,000)	66.3%	99.52
	2006	<u>(28,082,000)</u>	<u>(18,721,000)</u>	66.7%	100.00
CHANGE IN NET ASSETS	2008	\$ 979,000	(6,028,000)		
	2007	2,160,000	(8,602,000)		
	2006	(1,350,000)	(1,969,000)		
TOTAL NET ASSETS-BEGINNING	2008		315,706,000		
	2007		324,871,000		
	2006		<u>317,131,000</u>		
TOTAL NET ASSETS-ENDING MAY 31	2008		309,678,000		
	2007		316,269,000		
	2006		<u>315,162,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2008	\$ 6,352,000	4,093,000	64.4%	96.65
	2007	5,901,000	3,887,000	65.9%	98.81
	2006	5,307,000	3,548,000	66.9%	100.28
Refuse collection revenue	2008	12,273,000	8,460,000	68.9%	103.40
	2007	12,078,000	8,022,000	66.4%	99.63
	2006	11,106,000	7,467,000	67.2%	100.85
Other fees and service charges	2008	2,100,000	1,105,000	52.6%	78.93
	2007	1,545,000	882,000	57.1%	85.63
	2006	<u>1,367,000</u>	<u>772,000</u>	56.5%	84.71
TOTAL REVENUE	2008	20,725,000	13,658,000	65.9%	98.85
	2007	19,524,000	12,791,000	65.5%	98.27
	2006	<u>17,780,000</u>	<u>11,787,000</u>	66.3%	99.44
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	142,000	367,000	258.5%	387.68
	2007	312,000	23,000	7.4%	11.06
	2006	532,000	472,000	88.7%	133.08
Other expenses & encumbrances	2008	19,969,000	13,743,000	68.8%	103.23
	2007	18,531,000	12,827,000	69.2%	103.83
	2006	<u>17,043,000</u>	<u>11,667,000</u>	68.5%	102.68
Total expenses and encumbrances	2008	20,111,000	14,110,000	70.2%	105.24
	2007	18,843,000	12,850,000	68.2%	102.29
	2006	<u>17,575,000</u>	<u>12,139,000</u>	69.1%	103.60
Excess (deficiency) of revenues over (under) expenses	2008	614,000	(452,000)	-	-
	2007	681,000	(59,000)	-	-
	2006	205,000	(352,000)	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	100,000	67,000	67.0%	100.50
	2007	85,000	57,000	67.1%	100.59
	2006	-	-	-	-
Transfers out	2008	(1,175,000)	(783,000)	66.6%	99.96
	2007	(1,205,000)	(738,000)	61.2%	91.87
	2006	<u>(1,176,000)</u>	<u>(784,000)</u>	66.7%	100.00
CHANGE IN NET ASSETS	2008	\$ (461,000)	(1,168,000)		
	2007	(439,000)	(740,000)		
	2006	(971,000)	(1,136,000)		
TOTAL NET ASSETS-BEGINNING	2008		2,308,000		
	2007		1,759,000		
	2006		<u>2,578,000</u>		
TOTAL NET ASSETS-ENDING MAY 31	2008		1,140,000		
	2007		1,019,000		
	2006		<u>1,442,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 MUNICIPAL DRAINAGE FUND

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2008	\$ 4,724,000	3,318,000	70.2%	105.36
	2007	4,700,000	3,259,000	69.3%	104.01
	2006	4,812,000	3,206,000	66.6%	99.94
Miscellaneous revenue	2008	125,000	132,000	105.6%	158.40
	2007	109,000	131,000	120.2%	180.28
	2006	47,000	75,000	159.6%	239.36
TOTAL REVENUE	2008	4,849,000	3,450,000	71.1%	106.72
	2007	4,809,000	3,390,000	70.5%	105.74
	2006	4,859,000	3,281,000	67.5%	101.29
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	-	-	-	-
	2007	28,000	25,000	89.3%	133.93
	2006	27,000	76,000	281.5%	422.22
Other expenses & encumbrances	2008	2,579,000	1,481,000	57.4%	86.14
	2007	2,682,000	1,458,000	54.4%	81.54
	2006	2,561,000	1,383,000	54.0%	81.00
Total expenses and encumbrances	2008	2,579,000	1,481,000	57.4%	86.14
	2007	2,710,000	1,483,000	54.7%	82.08
	2006	2,588,000	1,459,000	56.4%	84.56
Excess (deficiency) of revenues over (under) expenses	2008	2,270,000	1,969,000	-	-
	2007	2,099,000	1,907,000	-	-
	2006	2,271,000	1,822,000	-	-
TRANSFERS OUT					
Operating transfers out	2008	(2,711,000)	(1,807,000)	66.7%	99.98
	2007	(2,559,000)	(1,706,000)	66.7%	100.00
	2006	(2,441,000)	(1,461,000)	59.9%	89.78
CHANGE IN NET ASSETS	2008	(441,000)	162,000		
	2007	(460,000)	201,000		
	2006	(170,000)	361,000		
TOTAL NET ASSETS-BEGINNING	2008		21,106,000		
	2007		20,754,000		
	2006		17,924,000		
TOTAL NET ASSETS-ENDING MAY 31	2008		21,268,000		
	2007		20,955,000		
	2006		18,285,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 NONMAJOR BUSINESS-TYPE FUNDS

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel/motel tax	2008	\$ 4,518,000	2,659,000	58.9%	88.28
	2007	4,009,000	2,582,000	64.4%	96.61
	2006	3,411,000	2,490,000	73.0%	109.50
Other revenue	2008	6,695,000	4,985,000	74.5%	111.69
	2007	6,324,000	4,566,000	72.2%	108.30
	2006	6,071,000	4,227,000	69.6%	104.44
TOTAL REVENUE	2008	11,213,000	7,644,000	68.2%	102.26
	2007	10,333,000	7,148,000	69.2%	103.76
	2006	9,482,000	6,717,000	70.8%	106.26
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	81,000	124,000	153.1%	229.63
	2007	52,000	-	-	-
	2006	5,000	-	-	-
Other expenses & encumbrances	2008	11,659,000	6,867,000	58.9%	88.35
	2007	10,469,000	5,884,000	56.2%	84.31
	2006	9,521,000	5,421,000	56.9%	85.41
Total expenses and encumbrances	2008	11,740,000	6,991,000	59.5%	89.32
	2007	10,521,000	5,884,000	55.9%	83.89
	2006	9,526,000	5,421,000	56.9%	85.36
Excess (deficiency) of Revenues over (under) expenses	2008	(527,000)	653,000	-	-
	2007	(188,000)	1,264,000	-	-
	2006	(44,000)	1,296,000	-	=
TRANSFERS OUT:					
Operating transfers out	2008	(1,121,000)	(748,000)	66.7%	100.09
	2007	(671,000)	(446,000)	66.5%	99.70
	2006	(558,000)	(372,000)	66.7%	100.00
CHANGE IN NET ASSETS	2008	(1,648,000)	(95,000)		
	2007	(859,000)	818,000		
	2006	(602,000)	924,000		
TOTAL NET ASSETS-BEGINNING	2008		13,468,000		
	2007		12,926,000		
	2006		11,317,000		
TOTAL NET ASSETS-ENDING MAY 31	2008		13,373,000		
	2007		13,744,000		
	2006		12,241,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2008, 2007 AND 2006
 ECONOMIC DEVELOPMENT FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Miscellaneous revenue	2008	\$ 185,000	283,000	153.0%	229.46
	2007	-	163,000	-	-
	2006	-	34,000	-	-
EXPENSES & ENCUMBRANCES					
Personal services	2008	551,000	350,000	63.5%	95.28
	2007	529,000	346,000	65.4%	98.11
	2006	528,000	260,000	49.2%	73.86
Materials and supplies	2008	24,000	19,000	79.2%	118.75
	2007	26,000	32,000	123.1%	184.62
	2006	23,000	12,000	52.2%	78.26
Contractual / professional and other	2008	6,275,000	1,111,000	17.7%	26.56
	2007	6,276,000	177,000	2.8%	4.23
	2006	183,000	74,000	40.4%	60.66
Capital outlay	2008	-	-	-	-
	2007	-	7,000	-	-
	2006	-	-	-	-
Total Expenses and Encumbrances	2008	6,850,000	1,480,000	21.6%	32.41
	2007	6,831,000	562,000	8.2%	12.34
	2006	734,000	346,000	47.1%	70.71
Excess (Deficiency) of Revenues Over (Under) Expenses	2008	(6,665,000)	(1,197,000)	-	-
	2007	(6,831,000)	(399,000)	-	-
	2006	(734,000)	(312,000)	-	-
TRANSFERS IN					
Operating transfers in	2008	6,850,000	4,566,000	66.7%	99.99
	2007	6,831,000	6,554,000	95.9%	143.92
	2006	734,000	489,000	66.6%	99.93
CHANGE IN NET ASSETS					
	2008	185,000	3,369,000		
	2007	-	6,155,000		
	2006	-	177,000		
TOTAL NET ASSETS-BEGINNING					
	2008		6,941,000		
	2007		1,030,000		
	2006		885,000		
TOTAL NET ASSETS-ENDING MAY 31					
	2008		10,310,000		
	2007		7,185,000		
	2006		1,062,000		

EQUITY IN TREASURY POOL

MAY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/08	TOTAL 10/01/07	TOTAL 5/31/07
GENERAL FUND:						
01	General	\$ 95,000	63,042,000	63,137,000	39,348,000	63,312,000
77	Payroll	-	3,004,000	3,004,000	1,894,000	3,481,000
24	City Store	-	10,000	10,000	9,000	9,000
		95,000	66,056,000	66,151,000	41,251,000	66,802,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	35,342,000	35,342,000	4,675,000	31,756,000
		-	35,342,000	35,342,000	4,675,000	31,756,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	539,000	539,000	523,000	(277,000)
23	Street Enhancement	-	1,555,000	1,555,000	1,507,000	1,386,000
25	1991 Police & Courts Facility	-	1,705,000	1,705,000	1,653,000	1,500,000
27	1991 Library Facility	-	657,000	657,000	637,000	358,000
28	1991 Fire Facility	-	2,004,000	2,004,000	1,943,000	1,314,000
29	Technology Improvements	-	260,000	260,000	252,000	(386,000)
31	Municipal Facilities	-	429,000	429,000	414,000	394,000
32	Park Improvements	-	4,886,000	4,886,000	4,737,000	4,322,000
33	Street & Drainage Improvement	-	4,028,000	4,028,000	2,454,000	1,950,000
35	Capital Reserve	-	39,283,000	39,283,000	36,993,000	36,674,000
38	DART L.A.P.	-	755,000	755,000	732,000	720,000
39	Spring Creekwalk	-	23,000	23,000	23,000	22,000
52	Park Service Areas	-	5,797,000	5,797,000	5,573,000	5,351,000
53	Creative & Performing Arts	-	2,069,000	2,069,000	2,009,000	1,791,000
54	Animal Control Facilities	-	257,000	257,000	249,000	202,000
59	Service Center	-	130,000	130,000	126,000	123,000
60	Joint Use Facilities	-	590,000	590,000	573,000	551,000
85	Public Arts	-	101,000	101,000	99,000	16,000
110	G.O. Bond Clearing - 1999	-	380,000	380,000	519,000	914,000
190	G.O. Bond Clearing - 2000	-	3,755,000	3,755,000	3,641,000	3,765,000
230	Tax Notes Clearing - 2001	-	1,393,000	1,393,000	2,231,000	2,417,000
240	G.O. Bond Clearing - 2001-A	-	188,000	188,000	182,000	188,000
250	Tax Notes Clearing - 2001-A	-	163,000	163,000	158,000	175,000
270	G.O. Bond Refund/Clearing - 2003	-	502,000	502,000	1,183,000	1,322,000
310	G.O. Bond Refund/Clearing - 2005	-	1,031,000	1,031,000	1,000,000	961,000
093	G.O. Bond Clearing - 2006	-	162,000	162,000	1,806,000	6,551,000
089	C.O. Bond Clearing - 2006	-	317,000	317,000	371,000	483,000
102	G.O. Bond Clearing - 2007	-	15,070,000	15,070,000	27,382,000	-
105	Tax Notes Clearing - 2007	-	6,700,000	6,700,000	6,992,000	-
082	G.O. Bond Clearing - 2008	-	40,164,000	40,164,000	-	-
083	Tax Notes Clearing - 2008	-	17,401,000	17,401,000	-	-
		-	152,294,000	152,294,000	105,962,000	72,787,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	278,000	278,000	236,000	206,000
34	Sewer CIP	-	6,864,000	6,864,000	9,218,000	3,189,000
36	Water CIP	-	5,710,000	5,710,000	5,121,000	4,381,000
37	Downtown Center Development	-	97,000	97,000	95,000	76,000
41	Water & Sewer - Operating	434,000	(9,163,000)	(8,729,000)	(7,614,000)	(755,000)
42	Water & Sewer - Debt Service	-	1,926,000	1,926,000	641,000	4,035,000
43	Municipal Drainage - Debt Service	-	2,109,000	2,109,000	2,805,000	1,935,000
44	W & S Impact Fees Clearing	-	3,082,000	3,082,000	2,731,000	2,725,000
45	Sustainability & Environmental Services	-	(304,000)	(304,000)	1,019,000	(457,000)
46	Convention & Tourism	4,000	3,824,000	3,828,000	4,172,000	3,536,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	-	4,416,000	4,416,000	4,189,000	3,962,000
48	Municipal Golf Course	-	15,000	15,000	165,000	57,000
49	Property Management	-	421,000	421,000	386,000	363,000
51	Recreation Revolving	-	1,608,000	1,608,000	1,095,000	1,468,000
104	Municipal Drain Bond Clearing-1996	-	178,000	178,000	173,000	169,000
320	Municipal Drain Rev Bond Clearing - 2005	-	305,000	305,000	530,000	770,000
094	Municipal Drain Rev Bond Clearing - 2006	-	879,000	879,000	1,545,000	1,511,000
330	Municipal Drain Rev Bond Clearing - 2007	-	3,006,000	3,006,000	2,914,000	896,000
340	Municipal Drain Rev Bond Clearing - 2008	-	2,074,000	2,074,000	-	-
		438,000	27,329,000	27,767,000	29,425,000	28,071,000

EQUITY IN TREASURY POOL
MAY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/08	TOTAL 10/01/07	TOTAL 5/31/07
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	183,000	183,000	22,000	405,000
4	TIF-Mall	-	879,000	879,000	50,000	50,000
5	TIF-East Side	-	6,905,000	6,905,000	7,789,000	8,721,000
11	LLEBG-Police Grant	-	73,000	73,000	123,000	76,000
12	Criminal Investigation	-	1,008,000	1,008,000	1,009,000	983,000
13	Grant	-	(286,000)	(286,000)	-	(726,000)
14	Wireline Fees	-	371,000	371,000	364,000	362,000
15	Judicial Efficiency	-	125,000	125,000	113,000	109,000
16	Industrial	-	18,000	18,000	17,000	17,000
17	Intergovernmental	-	603,000	603,000	491,000	480,000
18	Government Access/CATV	-	405,000	405,000	571,000	538,000
19	Teen Court Program	-	43,000	43,000	40,000	37,000
20	Municipal Courts Technology	-	1,505,000	1,505,000	1,412,000	1,341,000
55	Municipal Court-Building Security Fees	-	1,293,000	1,293,000	1,244,000	1,214,000
56	911 Reserve Fund	-	8,024,000	8,024,000	7,121,000	6,652,000
57	State Library Grants	-	(60,000)	(60,000)	23,000	(3,000)
67	Disaster Relief	-	1,177,000	1,177,000	1,141,000	1,116,000
68	Animal Shelter Donations	-	160,000	160,000	125,000	104,000
73	Memorial Library	-	270,000	270,000	192,000	190,000
86	Juvenile Case Manager	-	149,000	149,000	136,000	115,000
87	Traffic Safety	-	957,000	957,000	665,000	627,000
88	Child Safety	-	971,000	971,000	679,000	814,000
		-	24,773,000	24,773,000	23,327,000	23,222,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,643,000	1,643,000	1,593,000	3,422,000
9	Technology Infrastructure	-	4,215,000	4,215,000	4,087,000	3,978,000
58	PC Replacement	-	1,794,000	1,794,000	1,568,000	1,589,000
61	Equipment Maintenance	-	(5,001,000)	(5,001,000)	(4,933,000)	(4,896,000)
62	Information Technology	-	(418,000)	(418,000)	69,000	1,901,000
63	Office Services	-	(291,000)	(291,000)	(237,000)	(214,000)
64	Warehouse	-	100,000	100,000	207,000	180,000
65	Property/Liability Loss	-	7,061,000	7,061,000	7,156,000	4,971,000
66	Technology Services	-	11,409,000	11,409,000	11,617,000	10,279,000
71	Equipment Replacement	-	13,162,000	13,162,000	11,371,000	11,120,000
78	Health Claims	-	15,463,000	15,463,000	27,113,000	23,941,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	(28,000)	(28,000)
		-	49,108,000	49,108,000	59,583,000	56,243,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	56,000	56,000	52,000	51,000
8	Library Training Lab	-	4,000	4,000	6,000	8,000
69	Collin County Seized Assets	-	269,000	269,000	295,000	286,000
74	Developers' Escrow	-	4,214,000	4,214,000	4,112,000	4,189,000
75	Plano Economic Development Trust	-	678,000	678,000	-	-
76	Economic Development	-	9,730,000	9,730,000	7,228,000	7,289,000
84	Rebate	-	1,058,000	1,058,000	1,152,000	1,129,000
		-	16,009,000	16,009,000	12,845,000	12,952,000
TOTAL		\$ 533,000	370,911,000	371,444,000	277,068,000	291,833,000
		CASH	TRUST INVESTMENTS	TOTAL 5/31/08	TOTAL 10/01/07	TOTAL 5/31/07
TRUST FUNDS						
42	Water & Sewer Reserve	-	-	-	-	-
72	Retirement Security Plan	-	70,008,000	70,008,000	70,007,000	58,403,000
91	115 Trust	-	15,500,000	15,500,000	-	-
TOTAL TRUST FUNDS		\$ -	85,508,000	85,508,000	70,007,000	58,403,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At May 31, 2008 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	15,360,000
Local Government Investment Pool	270,984,000
Federal Securities	47,760,000
Certificates of Deposit	35,000,000
Fair Value Adjustment	593,000
Interest Receivable	1,214,000
	<u>370,911,000</u>

HEALTH CLAIMS FUND THROUGH MAY 31 OF FISCAL YEARS 2008 AND 2007

Health Claims Fund	6 month Variance Favorable (Unfavorable)			1 month Variance Favorable (Unfavorable)			1 month Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 07-08 Oct-March	FY 06-07 Oct-March		FY 07-08 April	FY 06-07 April		FY 07-08 May	FY 06-07 May		FY 07-08 Total	FY 06-07 Total	
Revenues												
Employees Health Ins. Contributions	\$ 1,400,000	\$ 1,145,000	255,000	\$ 252,000	\$ 194,000	58,000	\$ 253,000	\$ 196,000	57,000	\$ 1,905,000	\$ 1,535,000	370,000
Employers Health Ins. Contributions	9,660,000	9,945,000	(285,000)	1,557,000	1,725,000	(168,000)	1,547,000	1,728,000	(181,000)	12,764,000	13,398,000	(634,000)
Contributions for Retirees	354,000	275,000	79,000	77,000	49,000	28,000	59,000	51,000	8,000	490,000	375,000	115,000
Cobra Insurance Receipts	33,000	14,000	19,000	2,000	4,000	(2,000)	5,000	4,000	1,000	40,000	22,000	18,000
Retiree Insurance Receipts	233,000	205,000	28,000	40,000	29,000	11,000	37,000	32,000	5,000	310,000	266,000	44,000
Plano Housing Authority	-	19,000	(19,000)	-	-	-	-	-	-	-	19,000	(19,000)
Miscellaneous Revenue	-	-	-	-	-	-	-	69,000	(69,000)	-	69,000	(69,000)
Interest	719,000	572,000	147,000	39,000	70,000	(31,000)	36,000	79,000	(43,000)	794,000	721,000	73,000
Total Revenues	12,399,000	12,175,000	224,000	1,967,000	2,071,000	(104,000)	1,937,000	2,159,000	(222,000)	16,303,000	16,405,000	(102,000)
Expenses												
Insurance	702,000	715,000	13,000	233,000	117,000	(116,000)	-	117,000	117,000	935,000	949,000	14,000
Contracts- Professional Svc.	108,000	150,000	42,000	6,000	6,000	-	31,000	7,000	(24,000)	145,000	163,000	18,000
Contracts- Other	503,000	583,000	80,000	190,000	110,000	(80,000)	13,000	94,000	81,000	706,000	787,000	81,000
Health Claims Paid Reinsurance	(507,000)	(23,000)	484,000	(44,000)	(1,000)	43,000	-	-	-	(551,000)	(24,000)	527,000
Health Claims - Prescription	1,535,000	1,314,000	(221,000)	278,000	287,000	9,000	252,000	260,000	8,000	2,065,000	1,861,000	(204,000)
Health Claims Paid -UHC	6,552,000	5,638,000	(914,000)	1,347,000	786,000	(561,000)	1,103,000	994,000	(109,000)	9,002,000	7,418,000	(1,584,000)
Cobra Insurance Paid	3,000	2,000	(1,000)	-	-	-	-	1,000	1,000	3,000	3,000	-
Retiree Insurance Paid	59,000	56,000	(3,000)	14,000	10,000	(4,000)	-	11,000	11,000	73,000	77,000	4,000
Retiree Insurance Paid- Medicare	57,000	-	(57,000)	31,000	-	(31,000)	19,000	-	(19,000)	107,000	-	(107,000)
Plano Housing Authority	-	2,000	2,000	-	-	-	-	-	-	-	2,000	2,000
Total Expenses	9,012,000	8,437,000	(575,000)	2,055,000	1,315,000	(740,000)	1,418,000	1,484,000	66,000	12,485,000	11,236,000	(1,249,000)
Transfers Out												
Transfers Out	15,500,000	-	(15,500,000)	-	-	-	-	-	-	15,500,000	-	(15,500,000)
Net increase (decrease)	\$ (12,113,000)	\$ 3,738,000	(15,851,000)	(88,000)	756,000	(844,000)	519,000	675,000	(156,000)	\$(11,682,000)	\$ 5,169,000	(16,851,000)
Health Claims Fund Balance - Cumulative	\$ 11,940,000	\$ 19,841,000	(7,901,000)	\$ 11,853,000	\$ 20,596,000	(8,743,000)	\$ 12,372,000	\$ 21,271,000	(8,899,000)			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH MAY 31 OF FISCAL YEARS 2008, 2007, AND 2006

<u>PROPERTY LIABILITY LOSS FUND</u>	<u>Fiscal Year 2008</u>	<u>Fiscal Year 2007</u>	<u>Fiscal Year 2006</u>
Claims Paid per General Ledger	\$ 549,000	769,000	1,084,000
Net Judgments/Damages/Attorney Fees	591,000	501,000	545,000
Total Expenses	\$ 1,140,000	1,270,000	1,629,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
MAY 31, 2008

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>14th STREET – K Avenue to Ridgewood</u>	03/09 03/10	5,580	8,080	38	621	Engineering design has started.
<u>15th STREET – G Avenue to US 75</u>	06/09 09/10	400	1,954	-	255	Engineering design has started.
<u>15th STREET – G Avenue to I Avenue</u>	02/07 06/08	100	2,005	1,796	194	All street pavement is done. Contractor is waiting for Oncor to remove power poles to complete the work. All lanes are open for traffic.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	03/08 10/08	1,750	1,900	141	1,500	Construction is underway on the south side of 15 th Street between Alma and US 75.
<u>ALMA – Spicewood to Rowlett Creek</u>	11/08 07/09	-	810	112	21	100% construction plans have been reviewed and returned to the engineer. The project should be ready for bidding this month.
<u>ALMA & PARKER DRAINAGE</u>	12/08 06/09	1,227	1,347	91	23	Design is proceeding. Second submittal plans were reviewed by City staff and returned to the consultant for correction.
<u>BAFFIN BAY AND MORTON VALE</u>	03/09 09/09	90	841	36	68	The engineer's Notice to Proceed was issued February 7 th . Design is underway.
<u>CHAPARRAL – Avenue K to East City Limits</u>	11/08 06/09	997	2,212	131	108	A change order is being processed to pay to locate the existing NTMWD force main. The design is on hold until the exact location can be determined.
<u>CLOISTERS WATER REHAB</u>	08/07 07/08	1,205	1,722	1,206	50	All work is complete.
<u>COMMUNICATIONS Parker to Spring Creek Parkway</u>	10/08 06/09	2,550	2,745	318	17	Design proceeding. Final plans have been submitted and are being reviewed by City staff. Right of way activity is underway.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	06/09 06/10	2,440	3,710	167	81	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. 404 Environmental issue being evaluated. Right of way negotiations underway.
<u>DALLAS NORTH TRUNK SEWER III– Pittman Creek to Custer</u>	06/07 07/08	-	2,040	1,503	118	Construction is complete, waiting for grass to be established.
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 06/08	200	662	816	21	All street paving is completed.
<u>HEADQUARTERS – Preston to Parkwood</u>	03/08 09/08	700	1,072	177	602	Construction began March 17 th . Excavation and demolition at 90% and concrete work at 70%. Change order being processed for irrigation and quantities overrun.
<u>HIGHLANDS LIFT STATION</u>	10/08 09/09	1,250	2,450	48	150	Design has started. Working on proposal to combine four lift stations into one lift station.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
MAY 31, 2008

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>INDEPENDENCE-MCDERMOTT TO SH 121</u>	10/08 07/09	1,500	1,600	83	18	100% plans are being reviewed by staff.
<u>INTERSECTION IMPROVEMENTS 2004</u>	04/08 06/09	35	912	516	82	Coit at Legacy: ROW acquisition underway. Notice to proceed with construction was issued April 25 th . Utility adjustments are delaying construction start. Jupiter/Park/Parker/Independence: Design is proceeding. Pre-final plans have been reviewed by City staff and returned to consultant for correction. Right of way acquisition is underway.
<u>INTERSECTION IMPROVEMENTS – 2005</u>	07/07 06/08	405	1,038	445	557	Jim Bowman has finished Alma Road at Plano Parkway, Alma Road at Spring Creek Parkway, and Coit Road at Spring Creek. Plano Parkway at Coit is under construction with outside lane paving complete.
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	09/08 03/09	550	873	208	4	City staff working with affected property owners. Project bid opened March 20 th . Low bidder was McMahon Contracting, L.P. Project award set for June 23 rd City Council meeting.
<u>INTERSECTION IMPROVEMENTS – Preston and Legacy</u>	01/09 09/09	100	2,504	277	96	Schematic and Environmental Categorical Exclusion awaiting TxDOT Austin approval. City staff, consultants and TxDOT met to discuss common signing. Engineering design is proceeding.
<u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u>	01/09 09/09	31	2,190	172	118	Parsons Brinkerhoff submitted CAIEx and design schematic to TxDOT. Currently awaiting TxDOT comments before proceeding with plans design.
<u>JUPITER ELEVATED TANK REPAINT</u>	11/08 05/09	-	425	14	16	Design and specifications have been received, reviewed and will be sent back for revisions. Painting will be let for bid in June or July.
<u>MCDERMOTT – Coit To Ohio</u>	01/09 11/09	3,155	4,086	366	8	100% plans have been reviewed by City staff and TxDOT McKinney. CADEX has also been resubmitted for final review. All items have been submitted to TxDOT Austin for review. Opportunity for Public Hearing time period has closed with no request for a public hearing. We are proceeding with plan completion and CADEX approval process.
<u>P AVENUE, 18TH STREET & BELLE VIEW ADDITION</u>	01/09 12/09	130	985	113	80	Design is underway by R-Delta Engineers. Sidewalk survey has been completed. The City will not construct additional sidewalks. First plan submittal is being reviewed.
<u>PARKER ROAD – K Ave. to Raton Ave.</u>	07/07 06/09	2,792	4,420	1,772	2,538	Construction is underway. Roadway widening on the north side of Parker from K Avenue to east of P Avenue is currently underway.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
MAY 31, 2008

<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2007-08 Budget (thousands)</u>	<u>Total Project Budget (thousands)</u>	<u>Inception to Date Cost (thousands)</u>	<u>Encumbrances (thousands)</u>	<u>Comments:</u>
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 06/08	800	885	401	56	Most work is complete. The tank has been filled and we are waiting for test results before putting into service. Additional work cost for tank repairs is in dispute. The Dallas North tank logo paint has been dropped from the contract due to the condition of the paint on the tank.
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	01/08 12/08	4,100	5,300	705	3,512	Excavation and utilities are complete on the new pavement portion north of Windhaven. Excavation on the widening portion south of Windhaven started this week.
<u>PLANO PARKWAY - Midway to West City Limits</u>	12/08 09/09	100	1,200	88	40	Plano Parkway will be widened from four to six lanes and the intersection at Marsh Lane will be improved. The consultant's 1 st submittal has been reviewed and is being sent back for revisions.
<u>RAILROAD CROSSINGS -Quiet Zones</u>	09/08 12/08	-	1,197	769	14	Project was bid and award of the construction contract will be on the June 23 rd City Council meeting.
<u>RASOR BOULEVARD - Ohio to SH 121</u>	03/09 12/09	2,035	3,724	324	30	100% plans are being reviewed by staff. Project is being held for funding agreement.
<u>RIDGEVIEW - Independence to Coit</u>	01/09 09/09	1,800	2,080	114	26	Preliminary plans have been reviewed and sent back for revisions. Irrigation has been added to the contract.
<u>SH 121 WATER LINE - Spring Creek Parkway to Dallas North Tollway</u>	10/08 02/09	200	615	-	-	Revised plans have been submitted to TxDOT. Comments received for TxDOT and new set of plans will be submitted this month.
<u>SHILOH PUMP STATION</u>	11/09 08/10	80	1,680	143	9	Design has started. Project will be delayed until 2009.
<u>SPRING CREEK PARKWAY AT COIT ROAD INTERSECTION IMPROVEMENTS</u>	01/09 09/10	-	450	167	150	The schematic plan and environmental report are complete and have been submitted to TxDOT for review. TxDOT review comments for the environmental report have been received and will be resubmitted to TxDOT in the near future.
<u>SPRINGBROOK - Quill to Janwood</u>	10/08 05/09	1,225	1,381	153	16	Final plans have been submitted and are in review by City staff. Right of way acquisition is complete.
<u>US 75/PARKER ROAD INTERCHANGE</u>	04/08 10/09	5,000	6,250	1,892	67	ROW is being negotiated. Low bid was \$20,172,429.
<u>WINDHAVEN - Spring Creek Parkway to West City Limits</u>	03/09 03/10	300	4,060	185	287	TxDOT has reviewed the schematic and design report. Traffic study contract has been sent to consultant.

CURRENT CAPITAL IMPROVEMENT PROJECTS
 STATUS REPORT
 MAY 31, 2008

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>ANIMAL SHELTER EXPANSION</u>	01/09 10/09	1,000	3,755	282	253	Design underway. Drawings 60% complete.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	06/08 04/09	6,073	12,902	3,803	11,774	Under construction.
<u>FIRE STATION 13</u>	10/08 09/09	2,000	4,256	154	263	Design is complete. Project bid 30% above estimates– funding options and reduction opportunities are being evaluated.
<u>POLICE ACADEMY RANGE EXPANSION</u>	12/07 06/08	-	3,759	843	2,148	Construction is 25% complete. Foundation complete.

SECTION 2

ECONOMIC ANALYSIS

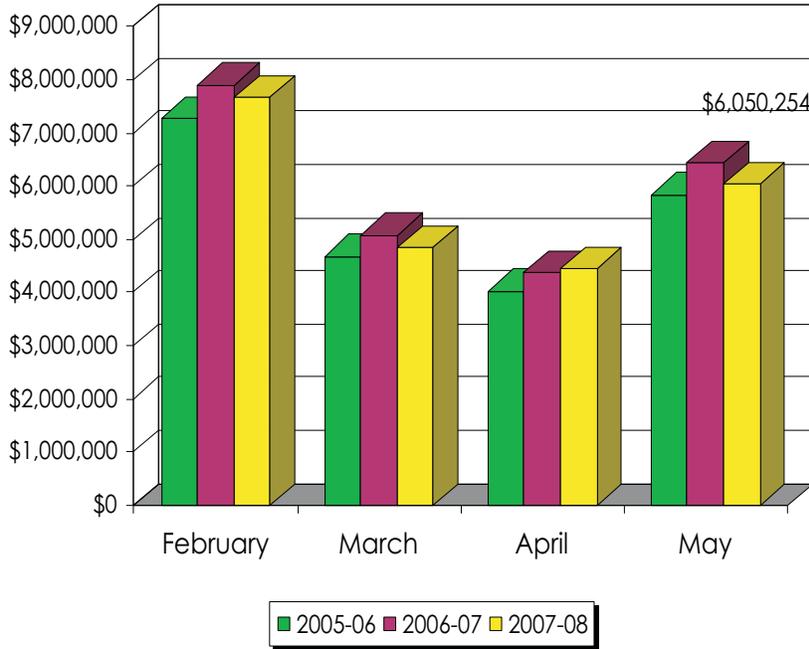
City of Plano
Comprehensive Monthly Finance Report



ECONOMIC ANALYSIS

Sales tax allocation of \$6,050,254 was remitted to the City of Plano in the month of May 2008. This amount represents a decrease of 6.07% compared to the amount received in May 2007.

SALES TAX
ACTUAL MONTHLY REVENUE
FIGURE I



Sales tax revenue is generated from the 1% tax on applicable business activity within the City. These taxes were collected in March by businesses filing monthly returns, reported in April to the State, and received in May by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of February through May for fiscal years 2005-2006, 2006-2007, and 2007-2008.

ANNUALIZED SALES TAX INDEX
COMPARED TO DALLAS CONSUMER PRICE INDEX
FIGURE II

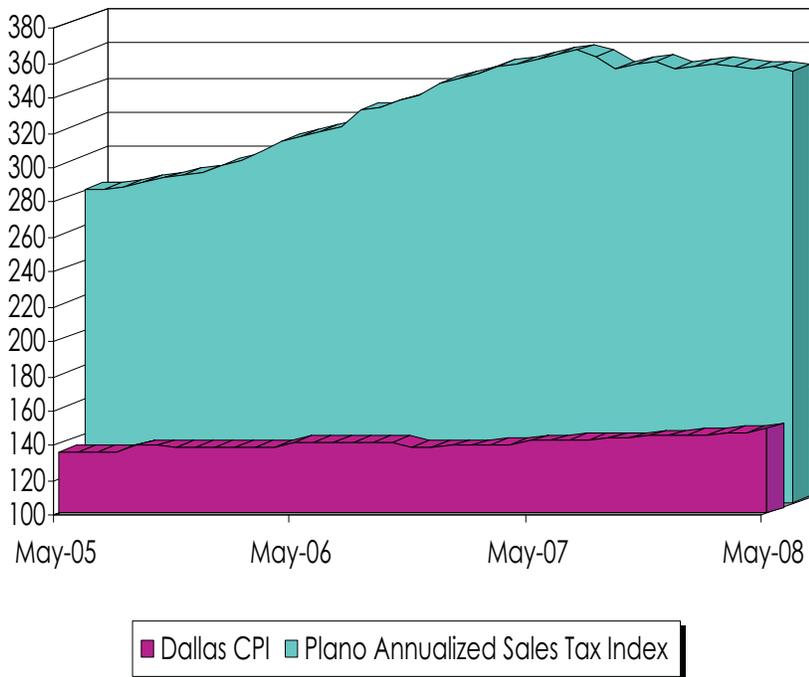


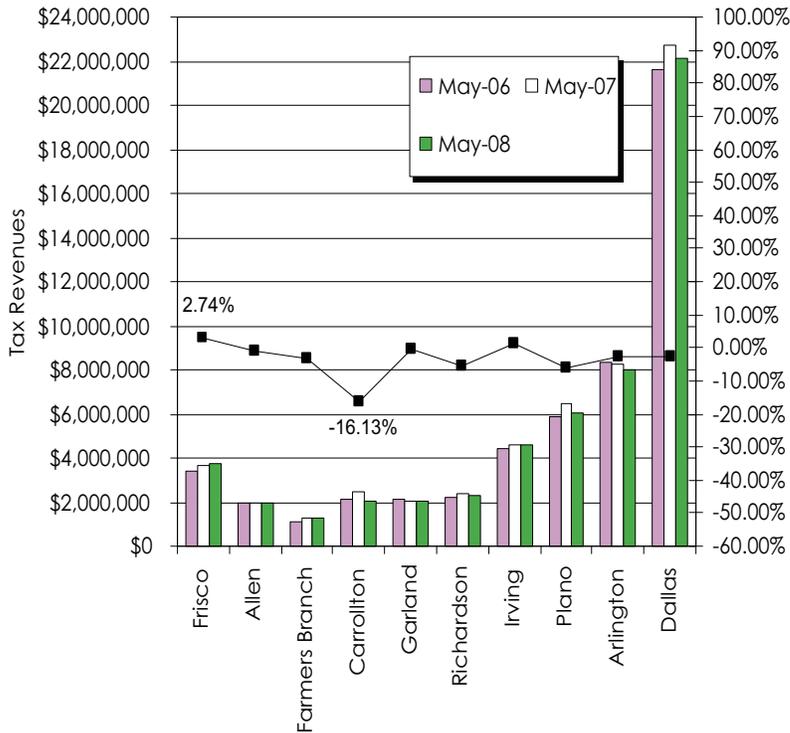
Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For May 2008, the adjusted CPI was 148.68 and the Sales Tax Index was 348.70.

Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of May 2006, May 2007 and May 2008 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the

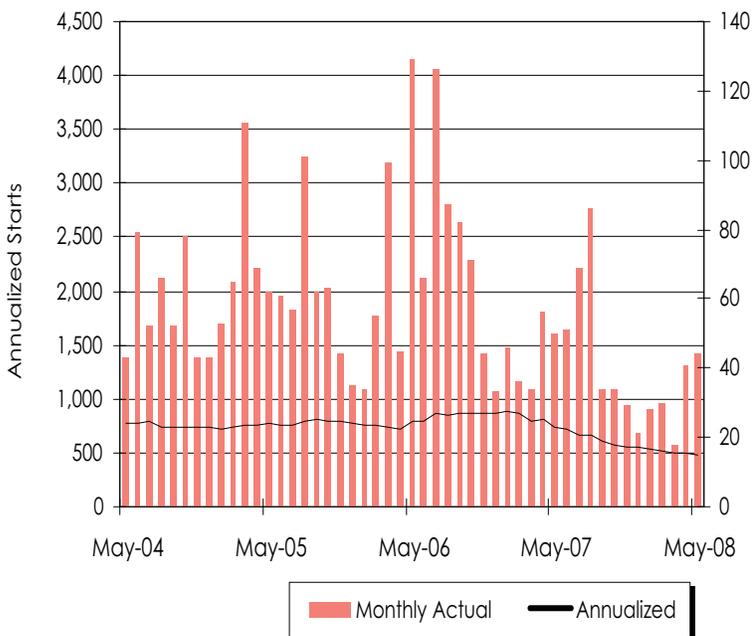
SALES TAX COMPARISONS
CITY OF PLANO AND AREA CITIES
FIGURE III



cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of May, the City of Plano received \$6,050,254 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing May 2007 to May 2008, ranged from 2.74% for the City of Frisco to -16.13% for the City of Carrollton.

SINGLE FAMILY HOUSING STARTS
FIGURE IV



In May 2008, a total of 44 actual single-family housing permits, representing a value of \$10,183,923, were issued. This value represents a 13.18% decrease from the same period a year ago. Annualized single-family housing starts of 485 represent a value of \$102,727,950.

Figure IV above shows actual single-family housing starts versus annualized housing starts for May 2004 through May 2008.

ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

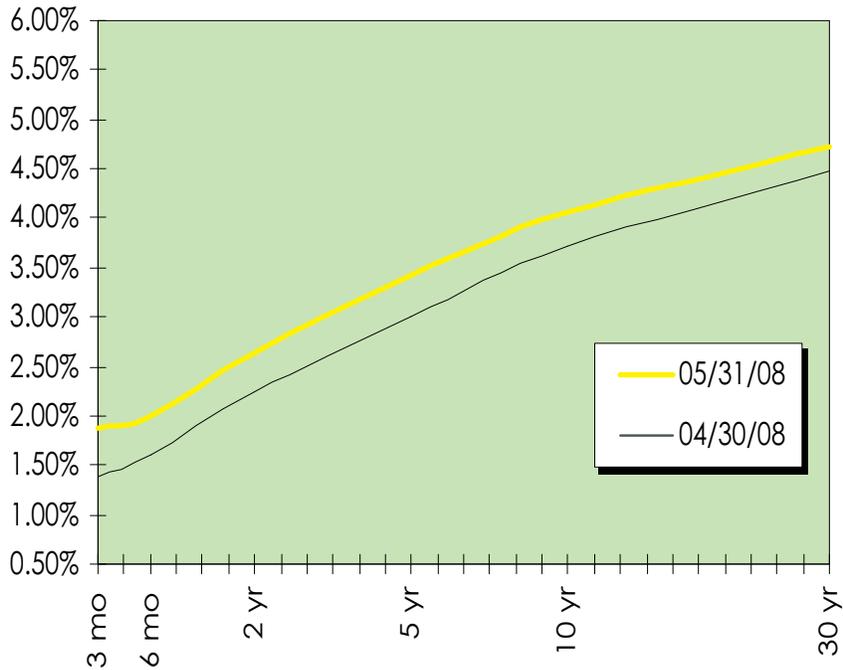


Figure V, left, shows the U.S. Treasury yield curve for May 31, 2008 in comparison to April 30, 2008. All of the reported treasury yields increased in the month of May, with the greatest increase in reported rates occurring in the 3-month sector at +48 basis points.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

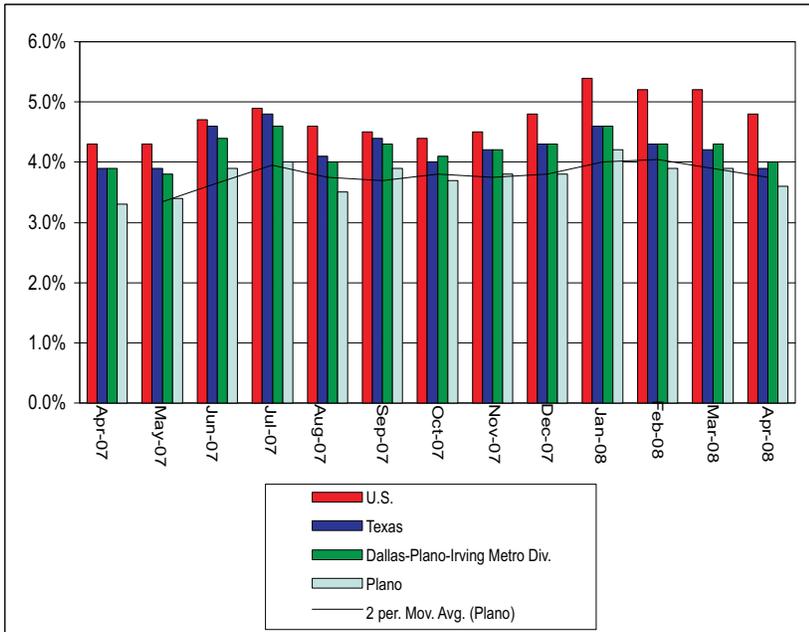


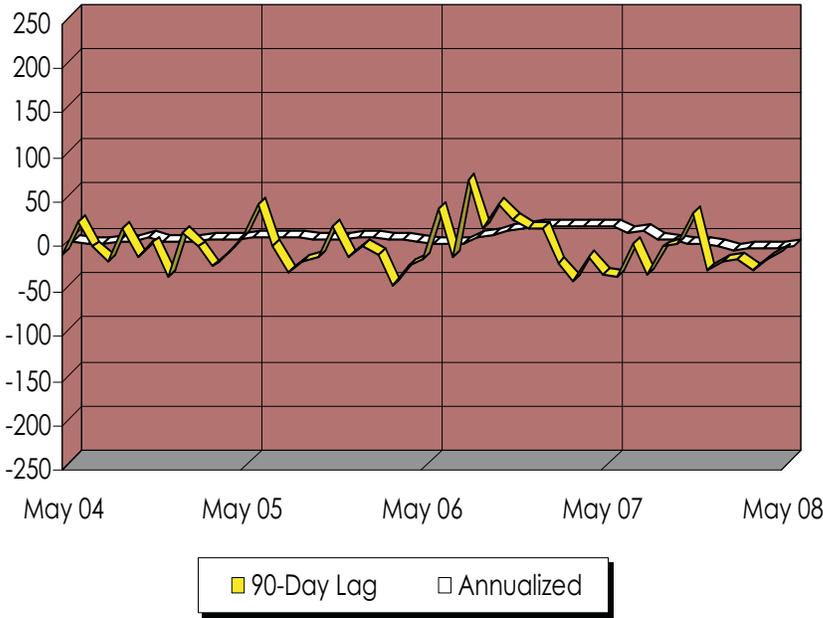
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from April 2007 to April 2008.

*Due to changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may have occurred.

ECONOMIC ANALYSIS

Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized). For the current month, the 90-day

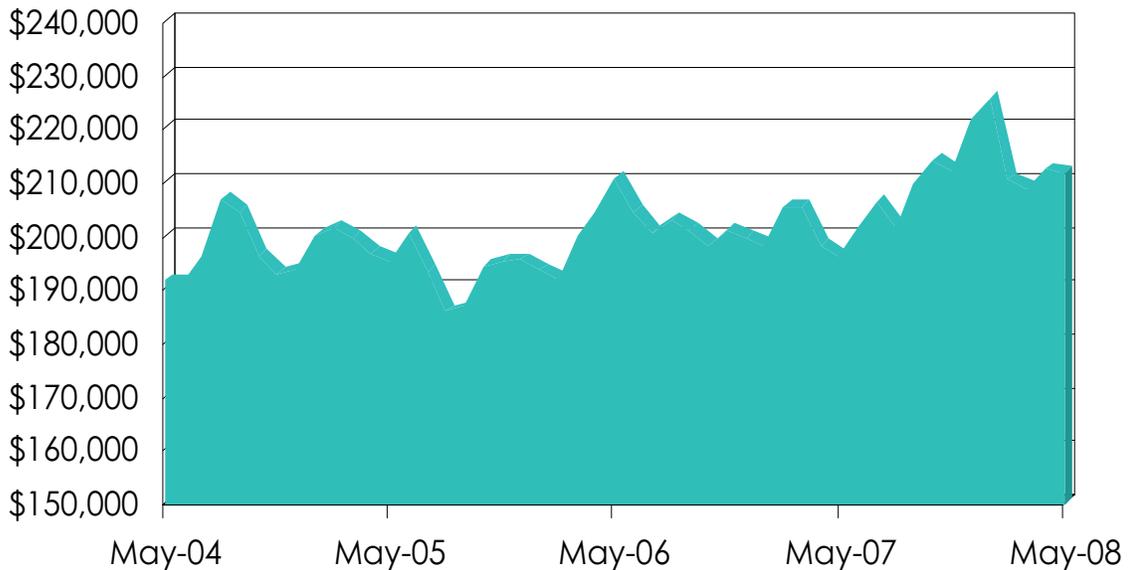
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



lag is -5 homes, meaning that in February 2008 there were 5 less housing starts than new refuse customers in May 2008. The annualized rate is -12 which means there was an average of 12 fewer housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 8.13% to \$211,810 when compared to May 2007.

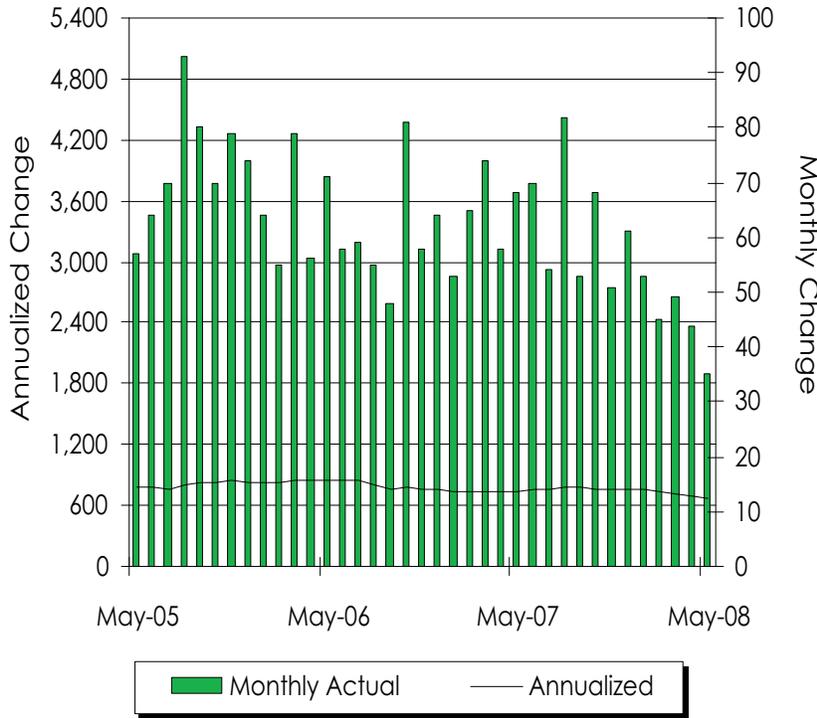
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

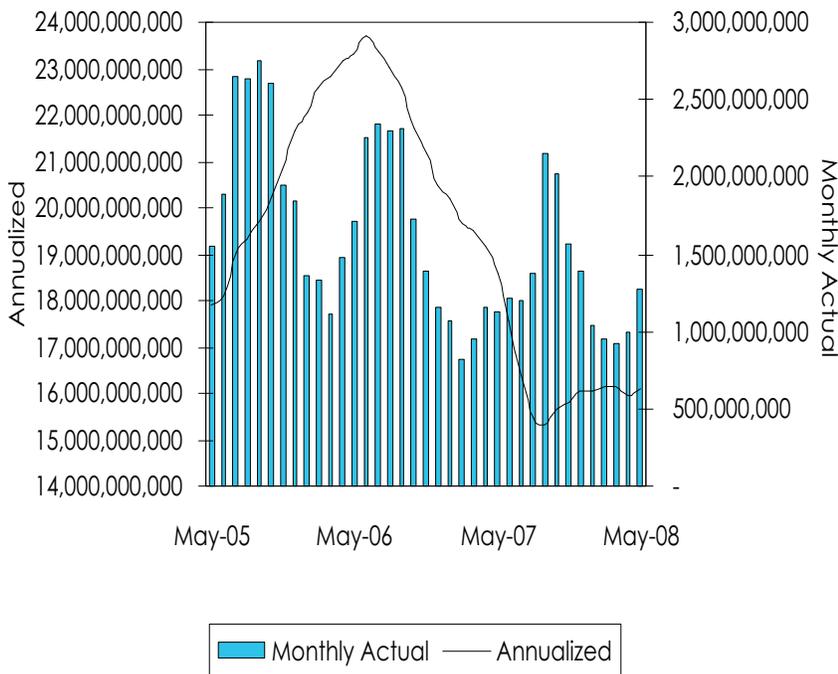


In May, net new refuse collection accounts totaled 35, in comparison to 68 new accounts in May of 2007. This change represents a 48.53% decrease on a year-to-year basis. Annualized new refuse accounts totaled 665, showing a decrease of 76, or a -10.26% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In May, the City of Plano pumped 1,879,922,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,271,585,170 gallons among 78,318 billed water accounts while billed sewer accounts numbered 74,602. The minimum daily water pumpage was 43,699,000 gallons, which occurred on Thursday, May 15th. Maximum daily pumpage was 81,590,000 gallons and occurred on Monday, May 26th. This month's average daily pumpage was 60,643,000 gallons.

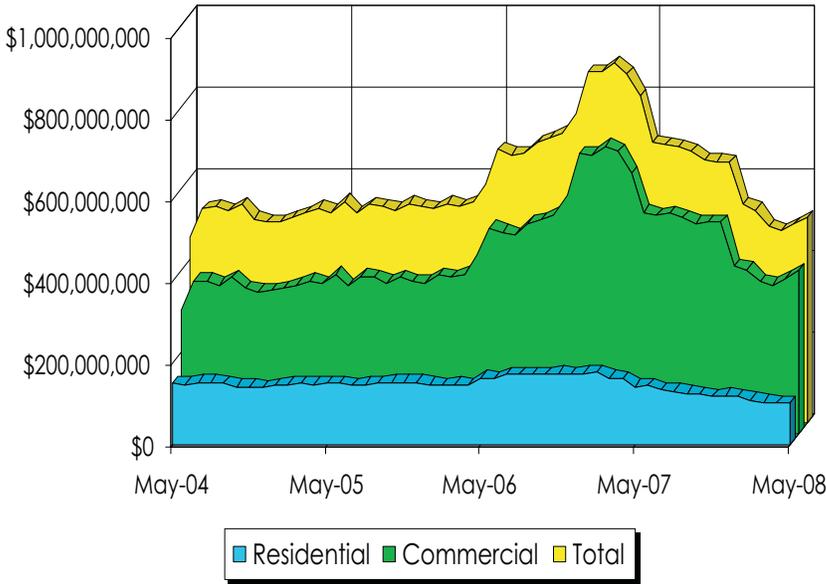
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In May a total of 145 new construction permits were issued, for properties valued at \$40,519,406. This includes 44 single-family residences, 1 church, 1 parking garage, 1 office/bank building, 5 retail/restaurant/other, 10 other, 57 commercial additions/alterations, 24 interior finish-outs, and 2 demolitions. There were 14 permits issued for pools/spas. The overall annualized value was

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



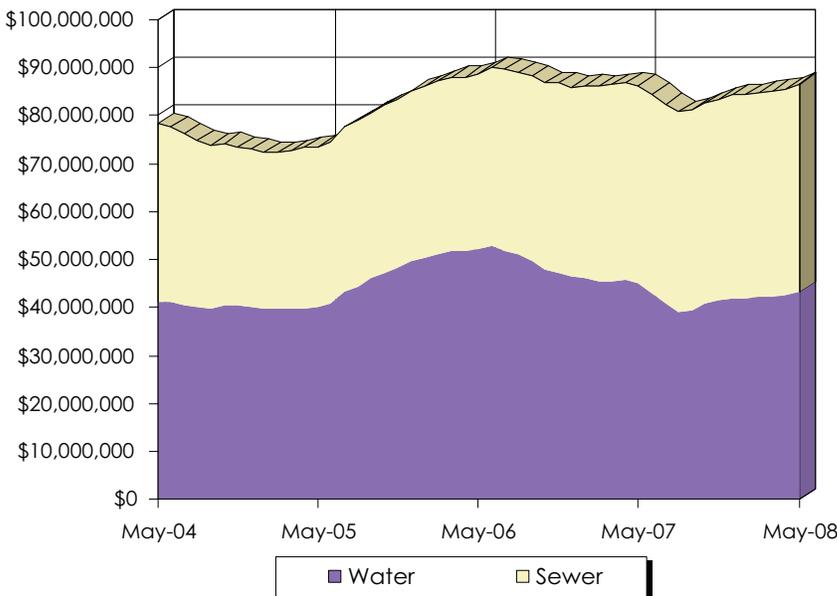
\$501,091,760, down 26.94% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$102,727,950, down 28.26% from a year ago. The annualized value of new commercial construction decreased 26.60% to \$398,363,810.*

* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in May were \$3,672,552 and \$3,738,402, representing an increase of 26.40% and 10.17% respectively, compared to May 2007 revenues. The aggregate water and sewer accounts netted \$7,410,954 for an increase of 17.65%.

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



May consumption brought annualized revenue of \$43,264,605 for water and \$43,369,808 for sewer, totaling \$86,634,414. This total represents an increase of .48% compared to last year's annualized revenue.

Figure XII represents the annualized billing history of water and sewer revenues for May 2004 through May 2008.

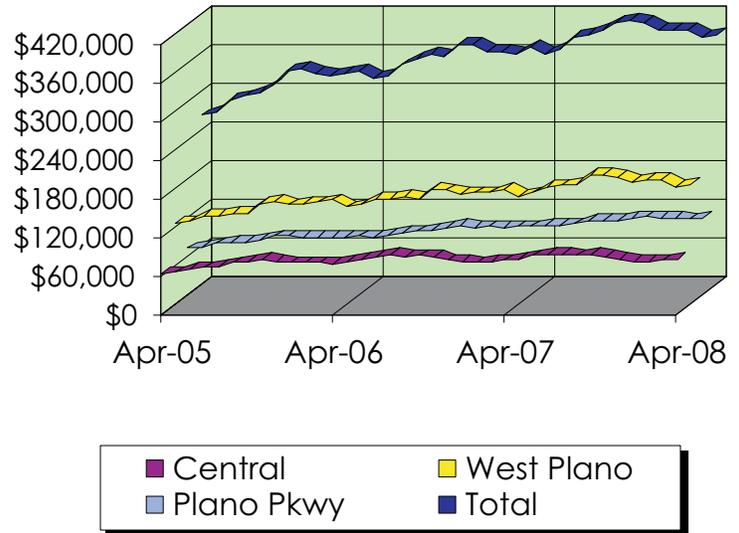
ECONOMIC ANALYSIS

April revenue from hotel/motel occupancy tax was \$438,467. This represents an increase of \$47,964 or 12.28% compared to April 2007. The average monthly revenue for the past six months (see graph) was \$387,640, an increase of 8.87% from the previous year's average. The six-month average for the Central area increased to \$84,642, the West Plano average increased to \$186,086, and the Plano Pkwy average increased to \$116,913 from the prior year.

This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

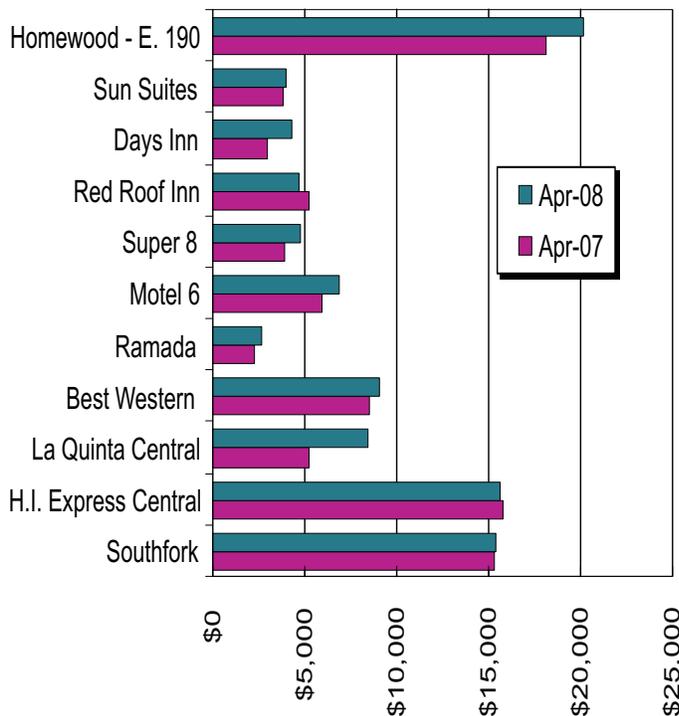
HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

FIGURE XIII

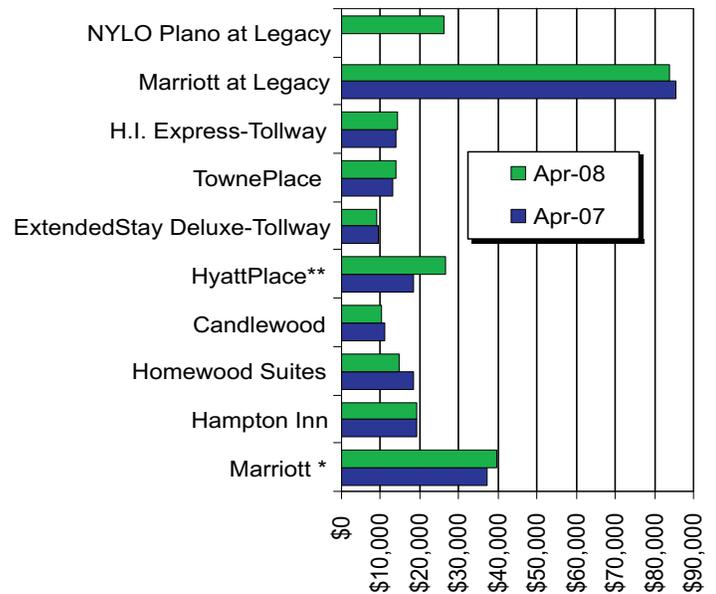


Figures XIV, XV and XVI show the actual occupancy tax revenue received from each hotel/motel in Plano for April 2008 compared to the revenue received in April 2007.

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL FIGURE XIV



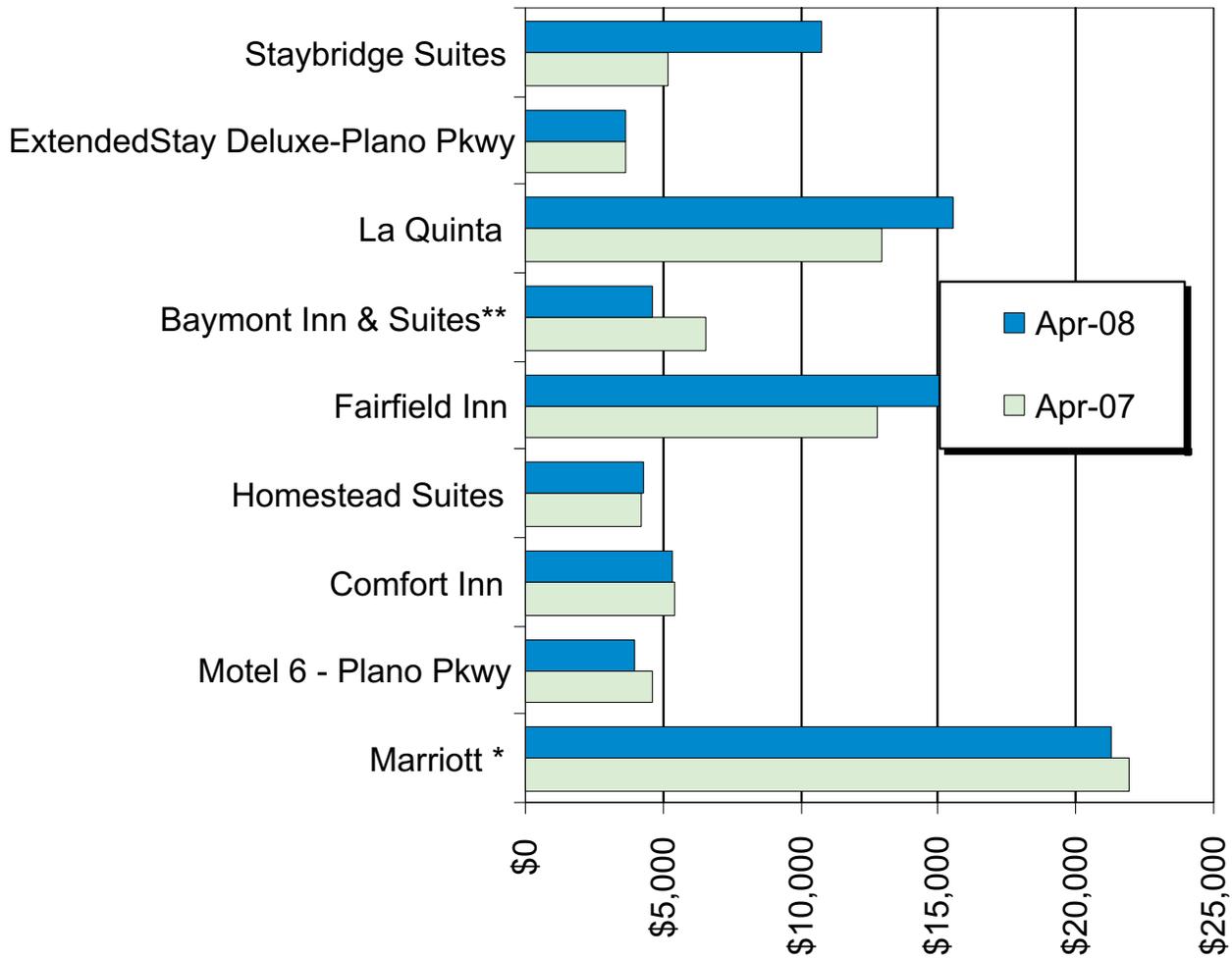
HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - WEST PLANO FIGURE XV



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323) ** Formerly AmeriSuites; began renovation in June 2006

ECONOMIC ANALYSIS

HOTEL/MOTEL OCCUPANCY TAX
MONTHLY COMPARISON BY HOTEL-PLANO PKWY
FIGURE XVI



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent One (1) Marriott-Owned Hotel (Courtyard By Marriott #1N4) ** Formerly Plano Inn & Suites

SECTION 3

INVESTMENT REPORT

City of Plano

Comprehensive Monthly Finance Report

Funds of the City of Plano are invested in accordance with Chapter 2256 of the "Public Funds Investment Act." The Act clearly defines allowable investment instruments for local governments. The City of Plano Investment Policy incorporates the provisions of the Act and all investment transactions are executed in compliance with the Act and the Policy.



INVESTMENT REPORT

MAY, 2008

Interest received during May totaled \$878,369 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month. The two-year Treasury note yield increased throughout the month of May, starting at 2.02% and ending at 2.41%. As of May 31, a total of \$359.2 million was invested in the Treasury Fund. Of this amount, \$102.3 million was General Obligation Bond Funds, \$6.43 million was Municipal Drainage Revenue Bond Funds, and \$250.47 million was in the remaining funds.

<i>Metrics</i>	<i>Current Month Actual</i>	<i>Fiscal YTD</i>	<i>Prior Fiscal YTD</i>	<i>Prior Fiscal Year Total</i>
Funds Invested ¹	\$ 9,500,000	\$ 77,750,000	\$ 165,060,000	\$ 219,706,000
Interest Received ²	\$ 878,369	\$ 8,900,820	\$ 7,636,848	\$ 12,660,107
Weighted Average Maturity (in days) ³	154		259	416
Modified Duration ⁴	0.3777		0.6754	0.8801
Average 2-Year T-Note Yield ⁵	2.41%		4.91%	4.00%

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning a "NOW" rate, and/or moneys in investment pools or cash accounts.
- (2) Cash Basis.
- (3) The length of time (expressed in days) until the average investment in the portfolio will mature. The Prior fiscal YTD column represents current month, prior year.
- (4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point (1%) change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.
- (5) Compares 2008 to 2007.

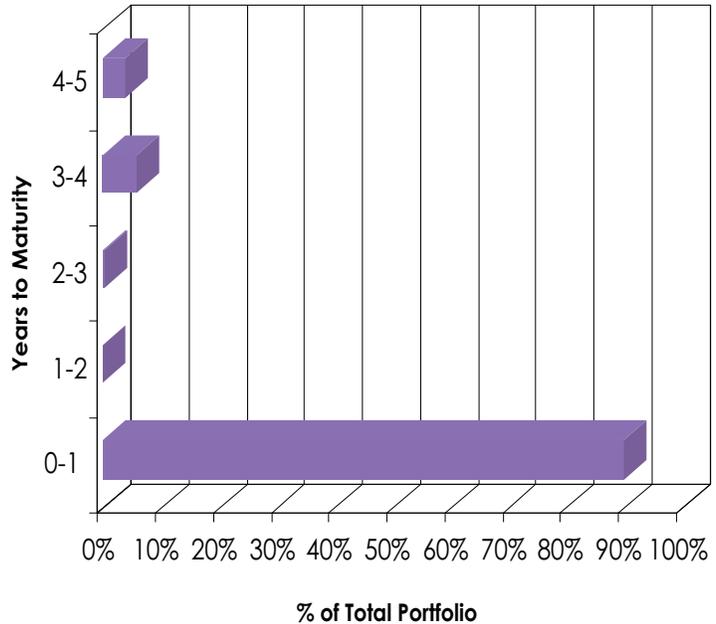
Month-to-Month Comparison

<i>Metrics</i>	<i>Apr-08</i>	<i>May-08</i>	<i>Difference</i>
Portfolio Holding Period Yield	2.74%	2.87%	0.13% (+13 Basis Points)
Average 2-Year T-Note Yield	2.02%	2.41%	0.39% (+39 Basis Points)

INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

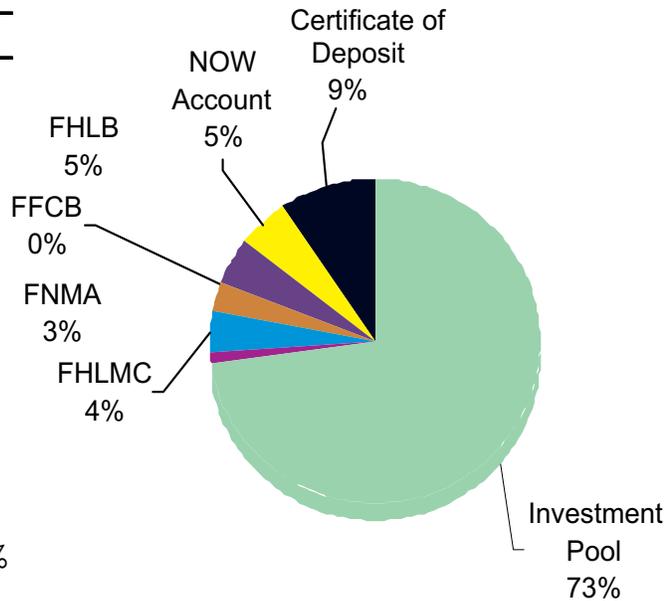
Years to Maturity*	Face Value	% Total
0-1	\$ 334,785,688	89.95%
1-2	0	0.00%
2-3	1,000,000	0.27%
3-4	21,870,000	5.88%
4-5	14,525,000	3.90%
Total	\$ 372,180,688	100.00%



*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 270,984,334	72.81%
Commercial Paper	4,500,000	1.21%
FHLMC	14,675,000	3.94%
FNMA	10,195,000	2.74%
FFCB	1,000,000	0.27%
FHLB	17,525,000	4.71%
NOW Account	18,301,354	4.92%
Certificate of Deposit	35,000,000	9.40%
Total	\$ 372,180,688	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances May 2008

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	160,362.08	1,604,898.43	\$ 62,881,901.43	17.50%
G.O. Debt Service	84,175.02	673,820.53	35,257,347.60	9.81%
Street & Drainage Improvements	9,543.10	84,413.39	4,018,723.05	1.12%
Sewer CIP	16,283.78	240,845.74	6,848,091.12	1.91%
Capital Reserve	93,841.00	1,180,289.12	39,189,267.39	10.91%
Water & Sewer Operating	(20,070.51)	(104,635.36)	9,143,020.28	2.55%
Water & Sewer Debt Service	4,355.80	37,872.82	1,922,005.71	0.54%
W & S Impact Fees Clearing	7,247.65	88,186.92	3,074,634.99	0.86%
Park Service Area Fees	13,716.33	176,933.81	5,783,481.51	1.61%
Property / Liability Loss	18,721.82	245,522.34	7,042,075.46	1.96%
Information Services	27,261.16	358,325.61	11,382,134.86	3.17%
Equipment Replacement	32,546.40	387,354.08	13,129,566.70	3.65%
Developers' Escrow	9,971.45	127,289.71	4,203,561.11	1.17%
G.O. Bond Funds	108,014.15	1,875,766.24	102,339,329.05	28.49%
Municipal Drainage Bond Clearing	15,347.75	155,896.03	6,427,672.52	1.79%
Other	295,977.17	2,415,424.79	46,508,796.09	12.95%
Total	\$ 874,854.23	\$ 9,528,684.84	\$ 359,248,752.97	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of May 31, 2008, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
			Purchased*				
Dec-06	266,240,259	4.33%	1		2	362	127
Jan-07	307,286,661	4.48%	12		6	306	133
Feb-07	327,903,076	4.54%	3		4	261	132
Mar-07	312,190,094	4.52%	6		7	259	131
Apr-07	308,567,825	4.50%	5		6	248	130
May-07	292,825,559	4.49%	8		7	259	131
Jun-07	328,244,921	4.68%	6		14	255	123
Jul-07	319,849,907	4.80%	4		18	305	109
Aug-07	314,475,970	4.81%	3		5	301	107
Sep-07	280,880,178	4.69%	4		13	352	98
Oct-07	271,859,396	4.65%	9		9	372	98
Nov-07	267,923,119	4.50%	0		13	336	85
Dec-07	297,081,403	4.38%	5		5	330	85
Jan-08	331,733,593	3.89%	0		7	271	78
Feb-08	355,395,292	3.74%	0		47	201	31
Mar-08	387,032,318	3.15%	2		6	185	27
Apr-08	381,330,126	2.74%	1		5	139	23
May-08	372,180,688	2.87%	2		1	154	24

* Does not include investment pool purchases or changes in NOW account balances.

INVESTMENT REPORT

Equity in Treasury Pool
By Major Category

Figure IV

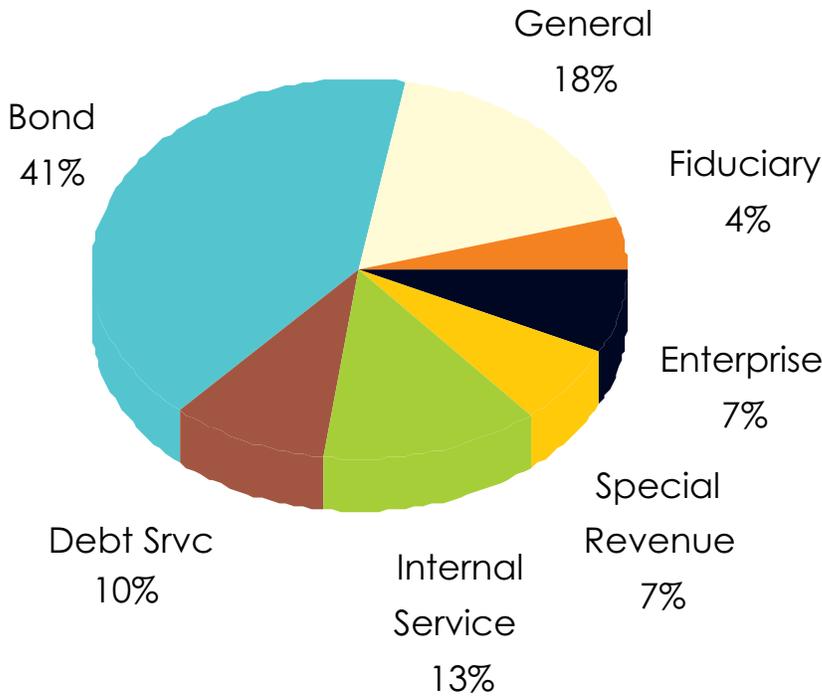
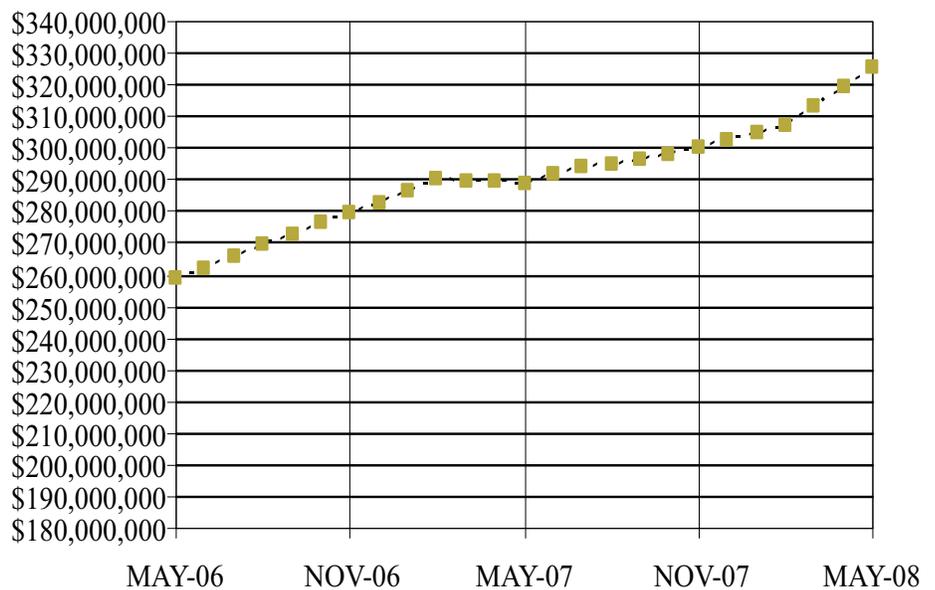


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of May 31, 2008. The largest category are the Bond Funds in the amount of \$152.3 million. Closest behind is the General Fund with a total of \$66.1 million, and the Internal Service Funds with \$49.1 million.

Annualized Average Portfolio
Figure V

The annualized average portfolio for May 31, 2008 was \$325,665,576. This is an increase of \$37,067,865 when compared to the May 2007 average of \$288,597,711.



Discussion/Action Items for Future Council Agendas

2008

June 25 – City Council Retreat, Plano Station

June 27 – 29 – TCMA Conference, Arlington, Texas

July 4 – Independence Day

July 28

Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report
Board and Commission Reappointments

Zoning Case 2008-53 - Request to rescind Specific Use Permit #68 for Private Club on 0.1± acre located 40± feet south of Park Boulevard, 215± feet east of Chisholm Place. Zoned Corridor Commercial.

Zoning Case 2008-59 - Request to rescind Specific Use Permit #391 for Private Club on 0.1± acre located 169± feet west of Preston Road, 1,050± feet south of Spring Creek Parkway. Zoned Planned Development-447-Retail/Multifamily Residence-2.

Zoning Case 2008-60 - Request to rescind Specific Use Permit #451 for Private Club on 2.3± acres located 488± feet west of Dallas North Tollway, 785± feet north of Park Boulevard. Zoned Regional Commercial.

Zoning Case 2008-61 - Request to rescind Specific Use Permit #79 for Private Club on 0.1± acre located 945± feet west of U.S. Highway 75, 1,135± feet north of Plano Parkway. Zoned Corridor Commercial.

***July 30**

Budget Council Meeting

August 9 – Police Department's 50th Anniversary Celebration, 1:30 – 5:30 p.m.

August 11

Retirement Security Plan Committee

August 16 – Council Budget Worksession

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

August 23 – Board and Commission Reception, Municipal Center, 2 p.m.

August 25

Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

August 28 – Board and Commission Reception, PSA StarCenter, 6 p.m.

IVa

September 1 – Labor Day

September 8

Self Sufficiency Committee

September 19 – 24, ICMA Annual Conference, Richmond, VA

September 22

Plano Housing Authority

Mobility Report

DART Report

Comprehensive Monthly Financial Report

Board and Commission Appointments

October 13

TIF, No 1 & 2

Board and Commission Oath of Office

October 27

Youth Advisory Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

Board and Commission Certificates of Appreciation

October 29 – 31 – TML Annual Conference, San Antonio

November 10

November 11 – 15 – NLC Congress of Cities, Orlando, FL

November 20 – District 2 Roundtable, Tom Muehlenbeck Center, 7 p.m.

November 24

Mobility Report

DART Report

Comprehensive Monthly Financial Report

November 27 & 28 – Thanksgiving Holidays

December 8

December 18 – Employee Holiday Luncheon, Plano Centre, 11 a – 1 p

December 22

Mobility Report

DART Report

Comprehensive Monthly Financial Report

December 25 & 26 – Christmas & Winter Holidays

V-B



CITY COUNCIL

1520 AVENUE K

DATE: June 23, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION: Assoc. Pastor, Rev. Kathy McLean-Davis
St. Andrew United Methodist Church

PLEDGE OF ALLEGIANCE: Plano Chapters of the
Sons of the American Revolution and the
Daughters of the American Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Special Recognition: Plano West Senior High School - Class 5A State Baseball Champions</p> <p>Presentation: Aerobats Gymnastics Team and Wetcats Masters Swim Team</p> <p>Proclamation: "Parks and Recreation Month"</p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Board of Adjustment - Chris Polito, Chair</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>June 5, 2008 June 9, 2008</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2008-75-C for EMS Medical Supplies to Boundtree Medical LLC, Moore Medical, Tri-Anim Health Services Inc., Henry Schein Matrix Medical, and Medical Products Supply in the estimated annual amount of \$110,686. This will establish an annual fixed price contract, with four optional one-year renewals for the purchase of Custodial Services – various locations.</p>	
(c)	<p>Bid No. 2008-147-B for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc., in the amount of \$86,100.</p>	
(d)	<p>Bid No. 2008-76-B for Intersection Improvements - Jupiter Road & Plano Parkway to McMahon Contracting L.P. in the amount of \$654,981. The project consists of constructing right turn lanes in all four directions of the intersection and another left turn lane on the westbound leg of Plano Parkway at Jupiter Road.</p>	
(e)	<p>Bid No. 2008-164-B for construction of Street Lighting Legacy Park – Phase II and Brand Road to Planetary Subsurface Utilities, Inc., in the amount of \$359,164. The project consists of construction of installation of street lighting foundations and conduit in preparation for street lights to be installed by Oncor Electric Delivery in median areas at five locations.</p>	
(f)	<p>Bid No. 2008-167-B for Railroad Quiet Zone Improvements to Jim Bowman Construction Co., LP, in the amount of \$468,205. The project consists of improvements to railroad crossings at seven locations.</p>	
(g)	<p>Bid No. 2008-156-B for the 2007 – 2008 Arterial Concrete Pavement Rehabilitation Project, Parker Road, Pleasant Valley Drive, and Country Place Drive to McMahon Contracting L.P. in the amount of \$817,565. This project involves the repair of street pavement on the following streets: Parker Road between Independence Parkway and Coit Road; Pleasant Valley Drive between Custer Road and Spring Creek Parkway; and Country Place Drive between Park Boulevard and Parker Road.</p>	
(h)	<p>Bid No. 2008-168-B for Riverbend Lakes - Dredging Phase II to Rimrock Enterprises, Inc., in the amount of \$247,830. The project consists of dewatering, dredging and disposing of approximately 2,000 cubic yards of silt and soil from Lakes No. 12, 14, and 15.</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	<p>To approve and authorize a contract with Newman, Jackson, Bieberstein, Inc. to provide Landscape Architectural Services for Chisholm Trail improvements in an amount not to exceed \$181,791 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve an Engineering Contract by and between the City of Plano and GSWW, Inc., in the amount of \$203,080 for Concrete Sewer Pipe Evaluation, and authorizing the City Manager to execute all necessary documents.	
(k)	To approve a Professional Services Contract, Project No. 5912, to GHD Consulting, Inc. in the amount of \$297,515 for the Asset Management Program.	
	Approval of Change Order	
(l)	To Wiginton Hooker Jeffrey, P.C., increasing the Professional Services Contract by \$76,525 for Fire Station 12 and Emergency Operations Center and Storage Complex, Contract Modification No. 5.	
(m)	To Wiginton Hooker Jeffrey, P.C., decreasing the Professional Services Contract for Fire Station 13 by \$43,895, Contract Modification No. 1.	
	Approval of Contract Modification	
(n)	To approve and authorize an additional services Contract Modification No. 1 with Jones & Boyd, Inc. to provide Landscape Architectural Services in conjunction with improvements to the Plano Transit Village Veloweb in an amount not to exceed \$54,000 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract modifications.	
	<u>Adoption of Resolutions</u>	
(o)	To find Joseph Cabezuela is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Linda Sanders-Burns, individually and as heir of the Estate of Anthony Demille Sanders v. City of Plano and Police Officer Joseph Cabezuela, individually, Cause No. 366-01297-2008, in the 366th District Court of Collin County, Texas; and providing an effective date.	
(p)	To approve the terms and conditions of a First Amendment of the Interlocal Cooperative Agreement between Denton County, Texas, and the City of Plano, Texas, providing for the reimbursement of expenses relating to the design and construction of SH 121 water line from east of Spring Creek Parkway to Dallas North Tollroad; authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of a Reimbursement Agreement by and between the City of Plano and EPIC 121 Commercial, G.P., L.L.C., providing for the reimbursement of expenses relating to engineering services for the design of SH 121 Water Line from east of Spring Creek Parkway to Dallas North Tollroad; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To affirm the appointment of a Board Member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.	
(s)	To support the Regional Transportation Council and the Air North Texas Campaign; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(t)	<p><u>Adoption of Ordinances</u></p> <p>To amend Ordinance No. 2008-4-39, currently codified as Chapter 6, Article XX, Residential Code, Division 2, Section 6-710, deletions, additions, amendments of the City of Plano Code of Ordinances by deleting Appendix P of the International Residential Code; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of ordinances as requested in Zoning Cases 2008-52, 2008-54 through 2008-57 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.</p>	
(1a)	<p>Zoning Case 2008-52 – Request to rescind Specific Use Permit #7 for Private Club on 0.7± acre located at the northeast corner of U.S. Highway 75 and Republic Drive. Zoned Corridor Commercial.</p>	
(1b)	<p>Zoning Case 2008-54 – Request to rescind Specific Use Permit #551 for Private Club on 0.1± acre located on the west side of Bishop Road, 500± feet south of Legacy Drive. Zoned Planned Development-65-Central Business-1.</p>	
(1c)	<p>Zoning Case 2008-55 – Request to rescind Specific Use Permit #557 for Private Club on 0.1± acre located 180± feet west of Preston Road, 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2.</p>	
(1d)	<p>Zoning Case 2008-56 – Request to rescind Specific Use Permit #562 for Private Club on 0.1± acre located 100± feet west of U.S. Highway 75 service road, 75± feet south of Enterprise Drive. Zoned Corridor Commercial.</p>	
(1e)	<p>Zoning Case 2008-57 – Request to rescind Specific Use Permit #556 for Private Club on 44.3± acres located at the southwest corner of Spring Creek Parkway and Jupiter Road. Zoned General Office.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>All of the above locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.</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>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	6/11/08
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: Plano West Senior High School - Class 5A State Baseball Champions				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	6/10/08
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: Aerobats Gymnastics Team and Wetcats Masters Swim Team				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		06/23/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	<i>[Signature]</i>	<i>6/23/08</i>
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):			Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Proclamation: "Parks and Recreation Month"					
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
NEIGHBORHOOD ROUNDTABLE
DISTRICT THREE
JUNE 5, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
Lee Dunlap

STAFF

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

The Plano City Council met informally at 7:04 p.m., Thursday, June 5, 2008, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present with the exception of Mayor Evans and Council Member Magnuson. Mayor Pro Tem Callison welcomed those in attendance and introduced Council and Staff.

FY 2008-09 Budget Forecast

Director of Budget and Research Rhodes spoke to the City's budget of \$500 million with \$140 million for Capital Improvement Projects and the remainder for operations. She spoke to preparation of the financial forecast, a projected worst-case scenario \$17 million deficit and advised that the initial deficit has been reduced by \$5 million. Ms. Rhodes spoke to sales tax being one-third of the City's revenues and the reduction in collections due to economic conditions, advised regarding an increase in property appraised values, and the City's efforts to address the budget by instituting a hiring freeze and careful review of departmental budgets. She spoke to salaries and benefits constituting 70% of the operating budget with 65% of that amount in Public Safety personnel. Ms. Rhodes spoke to working through the budget and staying conservative.

Ms. Rhodes responded to citizens, advising that the increase in appraisal values was related to apartments and commercial properties rather than residential, spoke to the City receiving one-cent in sales tax collections, and to review and benchmarking of fees/fines. She spoke to the policy requiring the General Fund maintain 30 days of working capital. Transportation Engineering Manager Neal responded to a citizen regarding increased ridership on DART and stated there are no current plans to extend north of McDermott Road. Executive Director Turner spoke to the process for tax abatements.

Ms. Rhodes responded to questions, advising that the City collects a portion of sales tax from utility bills, 30 days of working capital in the General Fund is included as a part of financial policy and the Water/Sewer fund maintains 45-60 days of capital. She spoke to the decline in business-to-business sales tax and Mr. Turner responded regarding the future expiration of the Taubman Mall Tax Increment Financing Reinvestment Zone. Ms. Rhodes advised regarding the upcoming budget calendar and opportunities for citizen input.

Code Enforcement Program

Property Standards Director O'Banner spoke to the charge to make sure that Plano is a livable City; safe and inhabitable by all. She spoke to the proactive nature of the Code Enforcement Program with Staff in districts canvassing for violations as well as receipt of citizen inquiries. Ms. O'Banner encouraged citizens to become engaged in the well-being of the City and spoke to the goal of eradicating and alleviating problems and concerns. She spoke to the high level of voluntary compliance, departmental authorization to do some abatements and challenges due to increased foreclosures and abandon properties. Ms. O'Banner spoke to the Rental Property Program, recently expanded to include complexes 10 years or older with 5 or more units and inspection of the exterior and a portion of the interior units. She advised that complexes such as hotels/motels and retirement centers are inspected by other agencies and spoke to the drafting of a program to address single-family dwellings.

Ms. O'Banner responded to a citizen regarding the miles-per-gallon of inspection vehicles and Ms. Rhodes spoke to interlocal agreements to receive savings on fuel. Assistant Police Chief Drain spoke to contacting the Police Department regarding noise issues and Ms. O'Banner spoke to efforts with the Parks and Recreation Department in addressing creek maintenance.

District 3 Community Investment Projects

Chief Engineer – CIP Cosgrove advised regarding pavement repair on Legacy Drive from K Avenue to Custer Road, residential concrete pavement rehabilitation in the areas bounded by Spring Creek Parkway/Alma Road/Parker Road/Custer Road and north of Legacy Drive between Coit Road and Independence Parkway. He advised regarding the status of intersection improvements at Coit Road and Legacy Drive and widening programs in the design phase including northern sections of Alma Road, Independence Parkway from McDermott Road to SH 121 and Ridgeview Road from Independence Parkway to Coit Road. Mr. Cosgrove advised regarding changes in standards since the initial construction of Legacy Drive and resultant need for improvements and spoke to periodic inspections made during construction of roadways and alleys.

Director of Parks and Recreation Wendell advised he would look into ingress and egress issues at Carpenter Recreation Center and Traffic Engineering Manager Neal advised he would follow-up on signals on Independence Parkway and signage on Legacy Drive. Mr. Cosgrove spoke to widening Ridgeview Road as called for in the Comprehensive Plan and an increase in turn lanes at the Coit Road/Legacy Drive intersection.

a-2

Mr. Neal spoke to the Safe Streets Program and Mr. Cosgrove spoke regarding penalties included in road construction contracts. Mr. Neal responded to a citizen regarding efforts by the City along with TxDOT and DART to address HOV lanes on U.S. 75 and the increase in usage of the lanes.

Digital TV Transition

Council Member Dunlap spoke regarding the upcoming Digital TV Transition.

Mayor Pro Tem Callison opened the floor for questions and Sustainability and Environmental Services Director Nevil spoke to disposal of old televisions/computers at the North Texas Water District Transfer Station. Citizen Sonja Hammar stated concern that personal data was requested to obtain information from the Senior Center; Transportation Engineering Manager Neal spoke to the reduction in the number of accidents following implementation of the red-light cameras and to the requirement that any revenues be utilized for traffic safety. He spoke to the state retaining 50% of revenues from the cameras and uniform application of traffic safety principles.

Ms. Callison advised that there has been no recent change in the status of the arts hall and that the Council is awaiting information regarding the bid amount. Director of Planning Jarrell spoke to revitalization of intersections through consideration of uses other than retail, the effect of demographics on development and successful areas including Coit Road/Park Boulevard, Custer Road/Parker Road and east side development. She spoke to anticipated changes at Park Boulevard/Preston Road and access problems for retail along Spring Creek Parkway.

Mayor Pro Tem Callison reminded citizens to *Shop Plano First*, spoke regarding Council Members being elected and serving the City at large and the benefits provided, and thanked those in attendance. Nothing further was discussed and the meeting was adjourned at 8:26 p.m.

Jean Callison, Mayor Pro Tem

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 9, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Sally Magnuson
Mabrie Jackson
Lee Dunlap

STAFF

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

Deputy Mayor Pro Tem LaRosiliere called the meeting to order at 5:04 p.m., Monday, June 9, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans arrived at 5:09 p.m. and Mayor Pro Tem Callison arrived at 5:11 p.m. Deputy Mayor Pro Tem LaRosiliere 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 and discuss Litigation, Section 551.071, to discuss Real Estate, Section 551.072, to discuss Personnel, Section 551.074 and to discuss 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 Evans reconvened the meeting back into the Preliminary Open Meeting at 6:07 p.m. in the Council Chambers where the following matters were discussed.

Consideration and Action Resulting From Executive Session – Personnel – DART Board of Directors

Upon a motion made by Council Member Council Member Magnuson and seconded by Deputy Mayor Pro Tem LaRosiliere, the Council voted 8-0 to appoint Loretta Ellerbe as the City of Plano representative.

2008-09 Preliminary Appraisal Roll Update

City Manager Muehlenbeck spoke to prior anticipation of flat appraisal values and to Staff's efforts to gather current information. Budget Director Rhodes spoke to the effect of HB 1010, requiring cities located in two counties receive appraisal information from both rather than one source and the City of Plano lying in Collin and Denton counties.

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Ms. Rhodes spoke to recently received preliminary estimates indicating appraised values higher than previously anticipated due to properties that had been omitted and an assessment of the projections of Collin County. She spoke to the release of actual figures on July 25 and the anticipated increased revenue and positive impact on the budget. Ms. Rhodes spoke to considering those who may protest their appraisal and responded to the Council regarding the increase in value of commercial and apartment properties with residential properties declining.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

Staff requested that Consent Agenda Item "B," Bid No. 2008-107-B for Traffic Signal Mesh Network to Roadway Solutions in the amount of \$83,850 be pulled.

Council Reports

Mayor Evans advised that citizens may apply for consideration of appointment to boards and commissions at any time throughout the year and spoke regarding utility bill inserts and receptions held during the annual process.

Council Member Johnson spoke to the Comerica Bank Collin 60, an awards program highlighting the growth of small companies, and top honors received by two Plano-based firms.

Council Member Dunlap spoke to attendance at the Consumer's Choice Awards and to the number of companies who are based in or began business in the City of Plano.

Council Member Johnson spoke to the dedication of the Jeanette Bickley Bland Meeting Room at Haggard Library and Council Member Dunlap spoke to recognizing the donation of time and talent by volunteers.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:25 p.m.

Pat Evans, Mayor

Harry LaRosiliere, Deputy Mayor Pro Tem

ATTEST

Diane Zucco, City Secretary

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PLANO CITY COUNCIL

June 9, 2008

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
Lee Dunlap

STAFF

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

Mayor Evans convened the Council into the Regular Session on Monday, June 9, 2008, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Jack Schneider with St. Paul Lutheran Church.

The Pledge of Allegiance was led by Representatives of the Boys & Girls Clubs of Collin County Plano.

Mayor Evans presented a proclamation for National Scoliosis Awareness Month. Mayor Evans received a presentation to the City of Plano for the Texas Municipal Library Directors Association 2008 Achievement of Excellence in Libraries Award.

BOARD AND COMMISSION REPORT

Joyce Beach, Transition and Revitalization Chair, spoke to creation of the Commission in 2000 to address revitalization and enhancement issues on a City-wide basis. Ms. Beach spoke to the Workforce Housing Study adopted in 2006, issues with the housing being older and less energy efficient, and the Reinvestment Program on hold. She spoke to the PlanoHomeSmart.org website providing resources for making homes more energy efficient and sustainable and ideas and resources for home reinvestment. Ms. Beach provided a Plano at Maturity update and spoke to the economic and demographic changes. She spoke to diverse composition of the Commission's members and stated they have a good mix of members, some with a long history in Plano, others with a good history somewhere else, but a new perspective. Council Member Miner thanked the Commission for their continued good work and ideas.

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COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Staff requested to pull Consent Agenda Item "B."

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

Approval of Minutes [Consent Agenda Item (A)]

May 27, 2008

Approval of Expenditures

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

Bid No. 2008-107-B for Traffic Signal Mesh Network to Roadway Solutions in the amount of \$83,850. [Consent Agenda Item (B)] (Exhibit "A") (Item pulled)

Bid No. 2008-151-C for Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051 and RLS Services Inc. in the estimated annual amount of \$79,757. This will establish an annual fixed price contract with three optional one-year renewals. [Consent Agenda Item (C)] (Exhibit "B")

Bid No. 2008-153-C for an Annual Fixed Price Contract for the rental of automobiles to Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000. This will establish a one-year contract with two City optional one-year renewals. [Consent Agenda Item (D)] (Exhibit "C")

CSP No. 2008-67-C for Credit Card Payment Processing System in the estimated annual amount of \$382,000 and authorizing the City Manager to execute all necessary documents. This will establish an annual fixed price contract, with three optional one-year renewals. [Consent Agenda Item (E)] (Exhibit "D")

Approval of Contract

To approve an Engineering Services Contract by and between the City of Plano and GSWW, Inc., in the amount of \$172,580 for design of Ridgewood Water Infrastructure Rehabilitation and authorizing the City Manager to execute all necessary documents. This project includes rehabilitation of approximately 10,251 feet of 6-inch and 8-inch water lines at fifteen locations. [Consent Agenda Item (F)]

a-8

To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Freeman-Millican, Inc. in the amount of \$127,000 for the 14th Street and George Bush Turnpike Water Lines and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (G)]

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

To authorize the purchase of Landscape and Irrigation Renovations on various parks, athletic fields, and median/right-of-way locations in the amount of \$302,000 from Dyna-Mist Corporation Company through an existing contract/agreement with Plano Independent School District (PISD), and authorizing the City Manager to execute all necessary documents. PISD CSP #3614 (City of Plano assigned Interlocal Contract No. 2005-212-I.) [Consent Agenda Item (H)]

To approve an expenditure authorizing the purchase of an IBM i520 in the amount not to exceed \$263,350 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-286) [Consent Agenda Item (I)]

To approve an expenditure authorizing the purchase of a Power p520 and Mimix in the amount not to exceed \$54,850 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-286) [Consent Agenda Item (J)]

Adoption of Resolutions

Resolution No. 2008-6-1(R): To approve the terms and conditions of an Amendment to an Agreement by and between the City of Plano and the Plano Independent School District for the placement of Wireless Electronics Equipment on Plano Independent School District Facilities; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2008-6-2(R): To approve the terms and conditions of a Second Amendment to Agreement by and between Integrian, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2008-6-3(R): To authorize Outside Employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2008-6-4(R): To find Brenda Mammel is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Bobby Cole, Lance Haynes, and Allen West v. Brenda Mammel; and providing an effective date. [Consent Agenda Item (N)]

a-9

Resolution No. 2008-6-5(R): To approve the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company providing for the conversion of overhead electric facilities to underground along 15th Street from G Avenue to the DART Railway; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Adoption of Ordinances

Ordinance No. 2008-6-6: To adopt and enact Supplement Number 82 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the code; and providing an effective date. [Consent Agenda Item (P)]

Ordinance No. 2008-6-7: To vacate Ordinance No. 2008-5-22, thereby rescinding the zoning designation of Planned Development-Regional Employment granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 40.2± acres located at the northeast corner of Dallas North Tollway and Plano Parkway, in the City of Plano, Collin County, Texas, From Regional Employment to Planned Development-200-Regional Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Zoning Case 2008-27) [Consent Agenda Item (Q)]

END OF CONSENT

Second Reading and adoption of Ordinance 2008-6-8 - To amend Ordinance No. 2006-8-10 between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date. (First Reading held and approved 4-28-08) [Regular Agenda Item (1)]

Director of Customer and Utility Services Israelson spoke to amending the Atmos Energy Franchise Agreement to increase franchise fees from four to five percent resulting from a rate case settlement and negotiations. Mr. Israelson stated the franchise fees are paid by utility companies as rental payment for the use of public rights-of-way to deliver service and the fee is applied to gross revenue. He further stated the franchise fee has been in place since 1992 and since then property values have increased. Mr. Israelson spoke to the proposal generating an additional \$600,000 in City revenue. He also clarified from the previous reading that prior to deregulation, electric franchise fees were at five percent.

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap, the Council voted 8-0 to amend Ordinance No. 2006-8-10 between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2008-6-8.

a-10

Public Hearing adoption of Ordinance No. 2008-6-9 – To designate a certain area within the City of Plano as Reinvestment Zone No. 114 for a Tax Abatement consisting of a 16.0258 acre tract of land located at the southwest corner of Legacy Drive and Communications Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (2)]

Finance Director McGrane spoke to State law requiring a Public Hearing and establishment of a reinvestment zone prior to entering a tax abatement agreement with Diodes Inc. Mr. McGrane stated the tax abatement is for ten years at fifty percent for both real and business property which will result in additional employees, \$5.5 million business property and \$2 million of business personal property improvements.

Upon a motion made by Council Member Jackson and seconded by Council Member Magnuson, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 114 for a Tax Abatement consisting of a 16.0258 acre tract of land located at the southwest corner of Legacy Drive and Communications Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2008-6-9.

Resolution No. 2008-6-10(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Diodes Incorporated, a Delaware corporation, and providing for a Real and Business Personal Property Tax Abatement, and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Finance Director McGrane restated the term will be for ten years at fifty percent for both real and personal property.

Upon a motion made by Council Member Dunlap and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Diodes Incorporated, a Delaware corporation, and providing for a Real and Business Personal Property Tax Abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-6-10 (R).

Resolution No. 2008-6-11(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (4)]

Finance Director McGrane summarized the agreement requirements and grant fund allocation in relation to the employment requirements from Diodes.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-6-11(R).

a-11

Public Hearing and Consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2008-18 - Request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial. Applicant: Plano Auto Hospital [Regular Agenda Item (5)]

Planning Director Jarrell spoke to the appeal requiring three-fourths vote from Council for reversal and concerns regarding lack of additional parking spaces to accommodate the additional requested uses and the SUP applying in the future. She responded to Mayor Evans regarding parking needed for an auto repair facility and the lack of spaces.

Mayor Evans opened the Public Hearing. Kay Pinksterhaus, Plano Auto House representative, spoke to having the U-Haul dealership for almost three years and stated they do not feel they interfere with anyone's rights or how the property is handled in the area. Ms. Pinksterhaus spoke to meeting customer demands and their strong tax revenue's importance with sales tax revenues decreasing. She stated they are not opposed to an SUP with limitations that expire with the ownership of the property and will devote a required number of parking spaces to U-Haul. She responded to Council Member Jackson regarding parking arrangements and stated the larger trucks are parked in the fire lane. Council Member Jackson spoke to alternative parking north of the location and utilizing extra parking from the car wash. Mayor Evans closed the Public Hearing.

Ms. Jarrell responded to Council Member Dunlap regarding the issues of parking offsite and stated it is allowance under the Zoning Ordinance, but the adjacent property owners must have additional spaces to meet the needed parking requirements on a permanent basis and could be conceived as burdening adjacent property. She stated the case came to the Commission's attention through the Property Standards Department. Council Member Dunlap stated concern regarding parking in the fire lane.

Council Member Dunlap made a motion, seconded by Deputy Mayor Pro Tem LaRosiliere to deny the appeal. No vote was taken at this time. Mayor Evans and Council Member Magnuson spoke to considering additional time in efforts to address the issue and seeking alternatives. Council Member Jackson spoke to sales tax issues in relation to accommodating, and helping businesses. Deputy Mayor Pro Tem LaRosiliere spoke to the issue pertaining to land use and the land being used in an appropriate manner and to safety issues of parking in a fire lane. Ms. Jarrell spoke to the time frame of the case and responded to Council Member Jackson that staff looked for spaces on site but there was no room.

Council Member Dunlap restated the motion, seconded by Deputy Mayor Pro Tem LaRosiliere to deny the appeal of a request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. The Council voted 6-2 with Mayor Evans and Council Member Jackson in opposition. The Motion carried.

a-12

There being no further discussion, Mayor Evans adjourned the meeting at 7:46 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

a-13



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08			Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>			<i>[Signature]</i>	<i>05-30-08</i>
Agenda Coordinator (include phone #)		Samantha Nghiem-Thai (ext 7248)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Award of proposal for Bid No. 2008-107-B for Traffic Signal Mesh Network to Roadway Solutions in the amount \$ 83,850.00					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		4,986,466	15,513,534	0	20,500,000
Encumbered/Expended Amount		-4,986,466	-13,426,634	0	-18,413,100
This Item		0	-83,850	0	-83,850
BALANCE		0	2,003,050		2,003,050
FUND(s):					
COMMENTS: Funds are included in the Technology Improvements Fund from the 2008 sale of Tax Notes. This item, in the amount \$ 83,850 will leave a current year balance of \$ 2,003,050 for the Moto Mesh project. STRATEGIC PLAN GOAL: The Traffic Signal Mesh network for the Moto mesh Project relates to the City's goal of Service Excellence.					
SUMMARY OF ITEM					
Staff recommends bid of Traffic Signal Mesh Network to Roadway Solutions in the amount of \$ 83,850.00 be accepted as the lowest responsible bid meeting specifications conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies		

a-14

b-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Mike Ryan</i>		City Manager	<i>[Signature]</i> 6/2/08	
Agenda Coordinator (include phone #): Becky Johansen Ext. 4396					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2008-151-C Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051.17 and RLS Services Inc. in the estimated annual amount of \$79,756.80.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S): MUNICIPAL WAREHOUSE FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$116,808.00.					
STRATEGIC PLAN GOAL: Environmental Waste Truck Parts relates to the City's goal of "Safe, Efficient Travel."					
SUMMARY OF ITEM					
Staff recommends bids of Heil of Texas in the estimated annual amount of \$37,051.17 for items 3, 6, 7, 9, 13 and 15 and RLS Services Inc. in the estimated annual amount of \$79,756.80 for items 1, 2, 4, 5, 11, 16 and 18 be accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. No awards at this time for items 8, 10, 12, 14 and 17. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated annual amount of \$116,807.87. The contract will be for the purchase of Environmental Waste Truck Parts (2).					
List of Supporting Documents: Bid Recap		Other Departments, Boards, Commissions or Agencies			

[Handwritten Signature]
a-15



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/2008		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director	<i>[Signature]</i>	5.30.08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #):		Karen Neal-Core Ext 7074			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No.: 2008-153-C for an annual fixed price contract for the rental of automobiles to Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08, 2008-09, 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): GENERAL FUND					
COMMENTS: The item approves price quotes. Expenditures will be made in the Police Department within the approved budget appropriations. The estimated annual amount is \$159,000.					
STRATEGIC PLAN GOAL: Vehcnicles for the Criminal Investigative Services Division relates to the City's Goal of "Livable Neighborhoods and Urban Centers" and "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000.00 be accepted as the lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one-year renewals for the Rental of Automobiles.					
List of Supporting Documents: Memorandum, Recap		Other Departments, Boards, Commissions or Agencies			

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[Signature]



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	06/09/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
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 EXISTING CONTRACT					
CAPTION					
Award/Rejection of Competitive Sealed Proposal No 2008-67-C for Credit Card Payment Processing System in the estimated annual amount of \$382,000, and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08; 08-09; 09-10; 10-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): VARIOUS					
COMMENTS: THE ITEM APPROVES PRICE QUOTES. EXPENDITURES WILL BE MADE FROM VARIUS DEPARTMENTS WITHIN APPROVED BUDGET APPROPRIATIONS. THE ESTIMATED ANNUAL AMOUNT IS \$382,000/ STRATEGIC PLAN GOAL: A credit card payment processing system related to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
(Annual Contract with Renewals)					
Staff recommends the Competitive Sealed Proposal of JP Morgan Chase Bank, in the estimated annual amount of \$382,000 be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the utilization of a Credit Card Payment Processing System.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum; Bid Tab					

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/23/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Glenna Hayes</i>	City Manager	<i>GH</i>	<i>6/13/08</i>	
Agenda Coordinator (include phone #): Glenna Hayes x 7539					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2008-75-C for EMS MEDICAL SUPPLIES to Boundtree Medical LLC, Moore Medical , Tri-Anim Health Services Inc., Henry Schein Matrix Medical, and Medical Products Supply in the estimated annual amount of \$110,686.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): GENERAL FUND (01)

COMMENTS: This item approves price quotes. Expenditures will be made in the Fire Department subject to the approved budget appropriations. The estimated annual amount is \$110,686.

STRATEGIC PLAN GOAL: Contracts for purchasings EMS Medical Supplies related to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends bids of Boundtree Medical LLC, Moore Medical , Tri-Anim Health Services Inc., Henry Schein Matrix Medical, and Medical Products Supply in the estimated annual amount of \$110,686.00 be accepted, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with four (4) optional one-year renewals for the purchase of Custodial Services – Various Locations. 2008-75-C

List of Supporting Documents: Award Memo; Bid Recap;	Other Departments, Boards, Commissions or Agencies
---	--

Glenna Hayes

From: Glenna Hayes
Sent: Friday, June 13, 2008 9:40 AM
To: Glenna Hayes
Subject: 2008-75-C EMS Medical Supplies

Upon completion of the Fire Department evaluation of bids submitted for 2008-75-C EMS Medical Supplies, the department recommends award of 2008-75-C to Boundtree Medical LLC, Moore Medical , Tri-Anim Health Services Inc., Henry Schein Matrix Medical, and Medical Products Supply in the estimated annual amount of \$110,686.00.



Ken Klein
Captain - EMS Section
Plano Fire Department
Off: (972) 941-7158 / Cell: (972) 816-8180
kenk@plano.gov

b-2

6/13/2008

CITY OF PLANO

BID NO. 2008-75-C EMS MEDICAL SUPPLIES

BID RECAP

Bid opening Date/Time: April 22, 2008 @ 3:00 pm

Number of Vendors Notified: 403

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 6

Central Texas Medical Equipment & Supplies (bid was withdrawn)
Southeast Emergency Equipment
Bound Tree Medical LLC
Tri-Anim Health Services Inc.
Moore Medical
Medical Products Supply Inc.
Henry Schein Matrix Medical

Bids Evaluated Non-Responsive to Specification: 1

Recommended Vendor(s):

Tri-Anim Health Services Inc.	\$ 6,759.30
Moore Medical	\$ 33,298.21
Bound Tree Medical LLC	\$ 28,785.22
Henry Schein Matrix Medical	\$ 33,422.86
Medical Products Supply	<u>\$ 8,420.00</u>
	\$110,685.59

Glenna Hayes

Glenna Hayes
Senior Buyer, A.P.P.

June 12, 2008

Date

b-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 06/23/08		Reviewed by Legal <i>WJW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Case Palmer</i>	City Manager	<i>[Signature]</i>	<i>6/13/08</i>	
Agenda Coordinator (include phone #): Dianna Wike Ext. 5512					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2008-147-B for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc., in the amount of \$86,100.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		397,820	661,180	420,000	1,479,000
Encumbered/Expended Amount		-397,820	-456,951	0	-854,771
This Item		0	-86,100	0	-86,100
BALANCE		0	118,129	420,000	538,129
FUND(S):					
COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of \$86,619, will leave a current year balance of \$260,414 for the Municipal Center project. STRATEGIC PLAN GOAL: Municipal Center improvements relate to the City's Goals of "Premier City in Which to Live" and "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Powers MEP Engineering, Inc. in the amount of \$86,100.00, which includes the base bid amount and alternate bid amount, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Municipal Center Cooling Tower Replacement.					
List of Supporting Documents: Bid Summary		Other Departments, Boards, Commissions or Agencies			

CITY OF PLANO

BID NO. 2008-147-B MUNICIPAL CENTER COOLING TOWER REPLACEMENT

BID RECAP

Bid opening Date/Time: 6/2/2008 @ 3:00pm

Number of Vendors Notified: 1242

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 4

Powers MEP Engineering, Inc.
Atlantis Industrial Systems, Inc.
Trevino Mechanical Contractors
Berger Engineering Company

Recommended Vendor(s):

Powers MEP Engineering, Inc. \$86,100.00

Dianna Wike

June 9, 2008

Dianna Wike, Senior Buyer

Date

C-2

MEMORANDUM

TO: Dianne Wike, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: June 4, 2008

SUBJECT: BID NUMBER 2008-147-B MUNICIPAL CENTER
COOLING TOWER REPLACEMENT

I have reviewed the bids submitted for the Municipal Center Cooling Tower Replacement. I recommend that the bid be awarded to Powers MEP Engineering, Inc. who provided the lowest responsive responsible bid of \$86,100, which includes the base bid and alternate bid, and is within budget.

The funding for the project is in capital reserve account # 54424, and Melody Morgan will provide the financial summary worksheet.

Please contact me if you have any questions.

/rmt

Cc: Diane Palmer, Purchasing Manager
Jim Razinha, Facilities Manager
Bruce Shaulis, Facilities Technical Operations Supervisor
Melody Morgan, CIP Budget Coordinator

C-3

C-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/23/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 6/19/08	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/19/08	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5276		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
(Award/Rejection) of Bid for Bid No. 2008-76-B for Intersection Improvements - Jupiter Road & Plano Parkway to McMahon Contracting L.P. in the amount of \$654,981.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	30,575	754,425	0	785,000	
Encumbered/Expended Amount	-30,575	-93,833	0	-124,408	
This Item	0	-654,981	0	-654,981	
BALANCE	0	5,611	0	5,611	
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of \$654,981, will leave a current year balance of \$5,611 for the Jupiter/Plano Parkway Intersection Improvements project.					
STRATEGIC PLAN GOAL: Intersection Improvements relate to the City's Goals of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of McMahon Contracting, L.P. in the amount of \$654,981.41, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Rebcon, Inc., in the amount of \$747,266.80.					
Engineer's estimate was \$747,148.					
The project consists of constructing right turn lanes in all four directions of the intersection and another left turn lane on the westbound leg of Plano Parkway at Jupiter Road.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

d-1

**CITY OF PLANO
 BID TABULATION
 2008-76-B
 INTERECTION IMPROVEMENTS-JUPITER 7 PLANO
 PARKWAY (TXDOT)
 PROJECT NO: 5276
 CSJ 0918-24-118**

March 20, 2008 @ 3:00 PM

BIDDER:	BID BOND	TOTAL BID
MCMAHON CONTRACTING L.P	YES	\$654,981.41
REBCON, INC.	YES	\$747,266.80
GIBSON & ASSOCIATES	YES	\$779,764.34
JIM BOWMAN CONSTRUCTION CO., L.P	YES	\$792,786.80
ED BELL CONSTRUCTION COMPANY	YES	\$ 793,887.10

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

Samantha Nghiem-Thai

March 20, 2008

Samantha Nghiem-Thai
 Buyer
 Purchasing Division

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS

d.2

East Plano Parkway

Jupiter Road

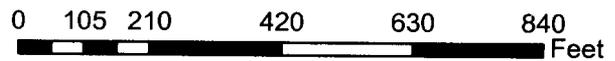
Research Drive

Development Drive

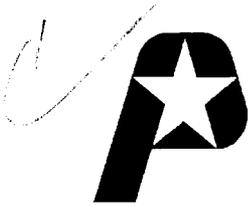
George Bush Turnpike



Intersection Improvements
Jupiter & Plano Parkway (TxDOT)
Project #5276



d.3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i> 6/11/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/11/08	
Agenda Coordinator (include phone #):		Irene Peques (7198)	Project No. 5739 & 5879	
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 2008-164-B for construction of Street Lighting Legacy Park – Phase II and Brand Road to Planetary Subsurface Utilities, Inc., in the amount of \$359,163.90.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		12,248	912,752	0
Encumbered/Expended Amount		-12,248	-5,401	0
This Item		0	-359,164	0
BALANCE		0	548,187	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement Fund. This item, in the amount of \$359,164, will leave a current year balance of \$548,187 for the Street Lighting – Legacy Park, Phase II project.				
STRATEGIC PLAN GOAL: Street lighting relates to the City's Goals of Safe, Efficient Travel and Premier City in which to live.				
SUMMARY OF ITEM				
Staff recommends bid of Planetary Subsurface Utilities, Inc., in the amount of \$ 359,163.90, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. The second vendor being recommended is Henkels & McCoy, Inc., in the amount of \$ 376,299.98. Engineers' estimate was \$ 530,000.00. The project consists of construction of installation of street lighting foundations and conduit in preparation for street lights to be installed by Oncor Electric Delivery in median areas on the following streets:				
<ol style="list-style-type: none"> 1. Headquarters Drive - 1,900 feet West of Legacy Drive to Parkwood Boulevard 2. Communications Parkway - Headquarters Drive to Tennyson Parkway 3. Corporate Drive - Legacy Drive to Tennyson Parkway 4. Democracy Drive - North Dallas Parkway to Tennyson Parkway 5. Brand Road - South of Tribune Way to North of Logan Drive 				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

e-1

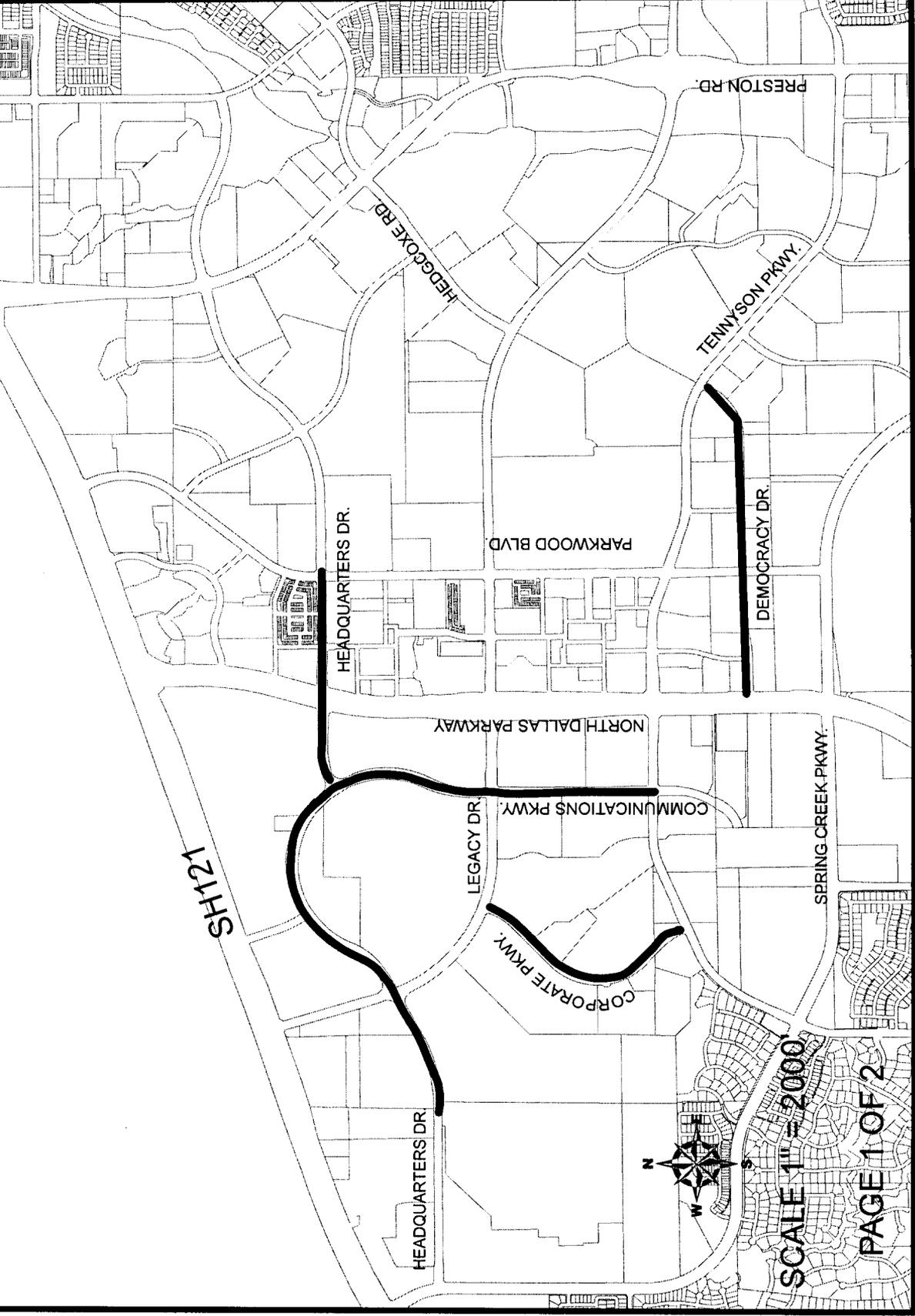
BID SUMMARY

**STREET LIGHTING LEGACY PARK – PHASE II &
BRAND ROAD
PROJECT NO. 5739 & 5879
BID NO. 2008-164-B**

BID RANK	BIDDER	BASE BID
1	Planetary Subsurface Utilities, Inc.	\$ 359,163.90
2	Henkels & McCoy, Inc.	\$ 376,299.98
3	Utilitex Construction, LLP	\$ 386,775.68
4	Roadway Solutions, Inc.	\$ 570,054.00

e-2

STREET LIGHTING LEGACY PARK PHASE II PROJECT NO. 5739

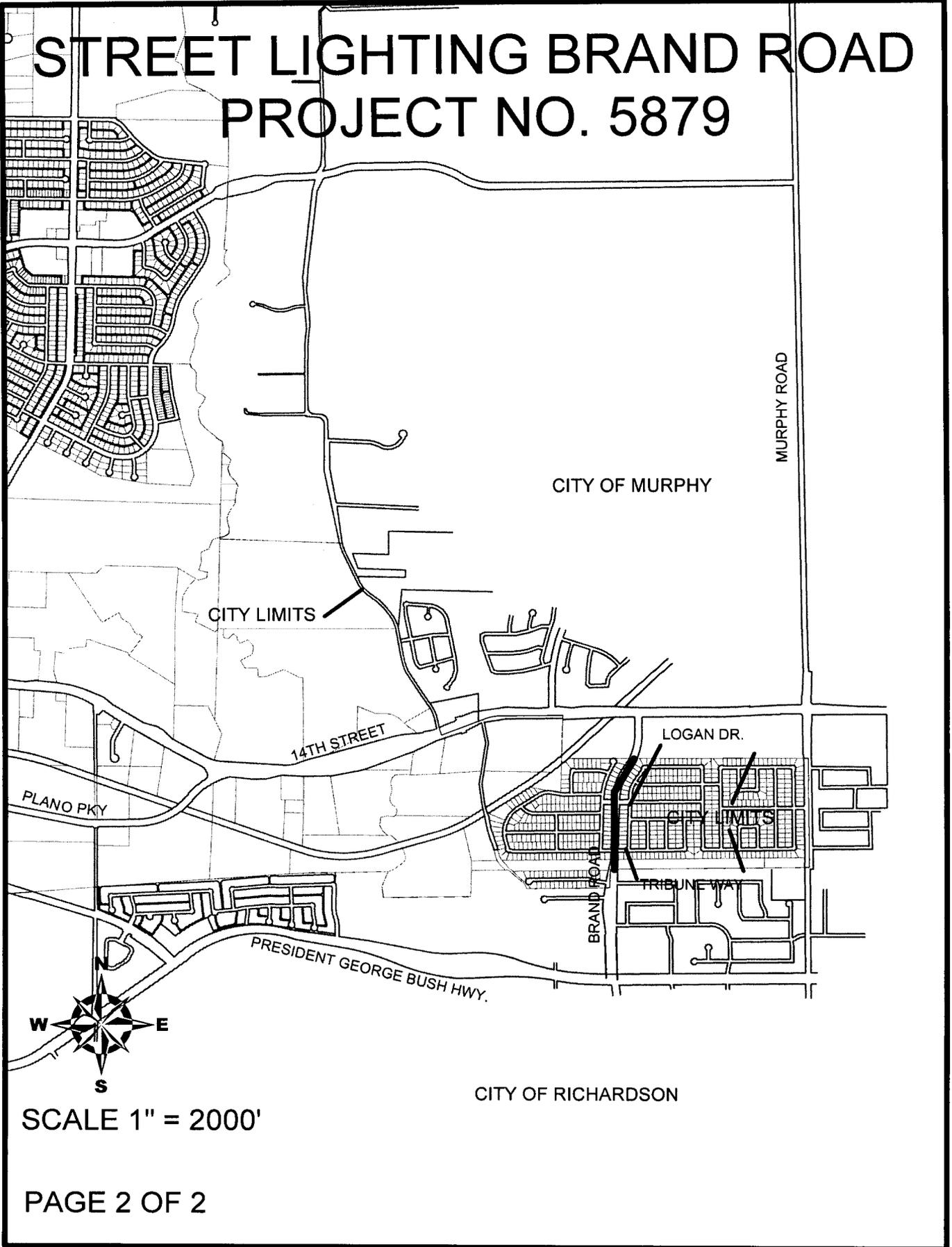


SCALE 1" = 2000'

PAGE 1 OF 2

03

STREET LIGHTING BRAND ROAD PROJECT NO. 5879



SCALE 1" = 2000'

PAGE 2 OF 2

e-4



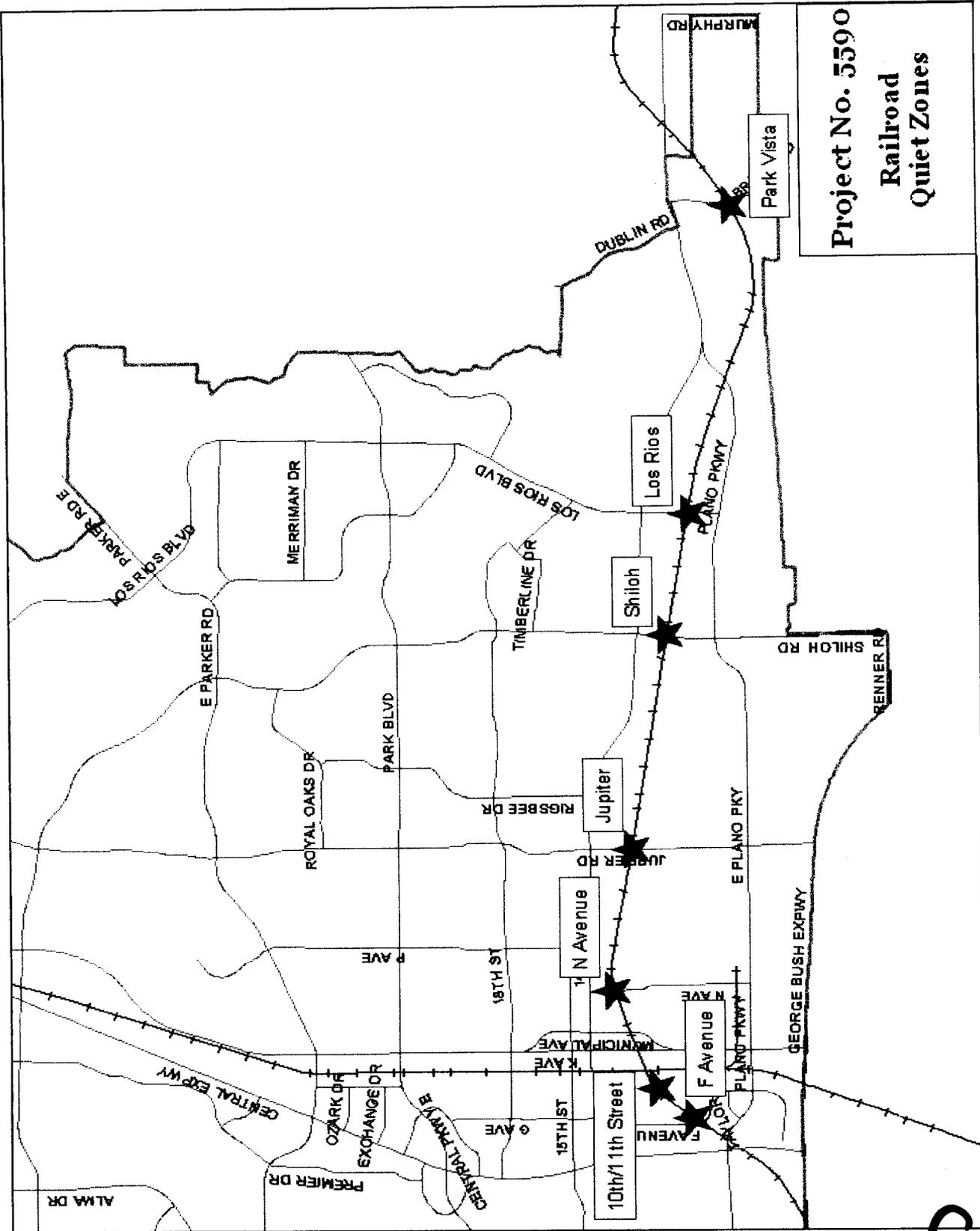
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/23/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/13/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/16/08
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5590	
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. 2008-167-B for Railroad Quiet Zone Improvements to Jim Bowman Construction Co., LP, in the amount of \$468,205.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		82,549	439,451	0
Encumbered/Expended Amount		-82,549	-19,008	0
This Item		0	-468,205	0
BALANCE		0	-47,762	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement Fund. This item, in the amount of \$468,205, will exceed the current year balance by \$47,762 for the Railroad Crossing project. The overage will be funded through savings and reallocation from the Los Rios – Jupiter to Parker project.				
STRATEGIC PLAN GOAL: Improvements to railroad crossings relate to the City's Goals of Safe, Efficient Travel and Premier City in which to live.				
SUMMARY OF ITEM				
Staff recommends bid of Jim Bowman Construction Co., LP, in the amount of \$468,205.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
Engineer's estimate was \$341,000.00.				
The project consists of improvements to railroad crossings at the following locations: F Avenue, 10 th /11 th Streets, N Avenue, Jupiter Road, Shiloh Road, Los Rios Boulevard and Park Vista Road.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

Bid Opening
CITY OF PLANO, TEXAS
Railroad Quiet Zone Improvements
Project No. 5590

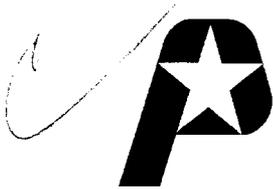
	<u>Bid</u>
1 Jim Bowman Construction Co., LP	\$ 468,205.00

f-2



Project No. 5590
Railroad
Quiet Zones

f.3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/23/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works / David Falls		Initials	Date	
Department Head	Jimmy Foster	Executive Director	[Signature]	6/2/08	
Dept Signature:	[Signature]	City Manager	[Signature]	6/2/08	
Agenda Coordinator (include phone #): Margie Stephens (X4104)					

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

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2008-156-B for the 2007- 2008 Arterial Concrete Pavement Rehabilitation Project, Parker Rd., Pleasant Valley Dr., and Country Place Dr. to McMahon Contracting, L.P. in the amount of \$817,564.80.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,984,585	4,139,415	2,600,000	9,724,000
Encumbered/Expended Amount	-2,984,585	-2,155,523	0	-5,140,108
This Item	0	-817,565	0	-817,565
BALANCE	0	1,166,327	2,600,000	3,766,327

FUND(S): CAPITAL RESERVE & STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2007-08 Capital Reserve & Street Improvement CIP. This item, in the amount of \$817,565, will leave a current year balance of \$1,166,327 for the Arterial Concrete Repair & Barrier Free Ramp projects.

STRATEGIC PLAN GOAL: Repair of street pavement relates to the City's Goals of Safe, Efficient Travel and Premier City in which to Live.

SUMMARY OF ITEM

Staff recommends the bid of McMahon Contracting, L.P. in the amount of \$817,564.80 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of street pavement on the following streets.

- Parker Rd. between Independence Pkwy. and Coit Rd.
- Pleasant Valley Dr. between Custer Rd. and Spring Creek Pkwy.
- Country Place Dr. between Park Blvd. and Parker Rd.

The secondary vendor being recommended is Jerusalem Corporation in the amount of \$823,781.50.

Engineer's estimate for this project is \$970,377.00.

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

g-1

**CITY OF PLANO
BID TABULATION**

2008-156-B

**2007-2008 ARTERIAL REHAB PARKER RD., PLEASANT VALLEY DR &
COUNTRY PLACE DR.**

PROJECT NO. 5867

May 29, 2008 @ 3:00 PM

BIDDER:	BID BOND	TOTAL BID
McMahon Contracting, LP	YES	\$817,564.80
Jerusalem Corporation	YES	\$823,781.50
Jim Bowman Construction	YES	\$966,363.75

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

Nancy Corwin

May 29, 2008

Nancy Corwin

Date

Buyer

Purchasing Division

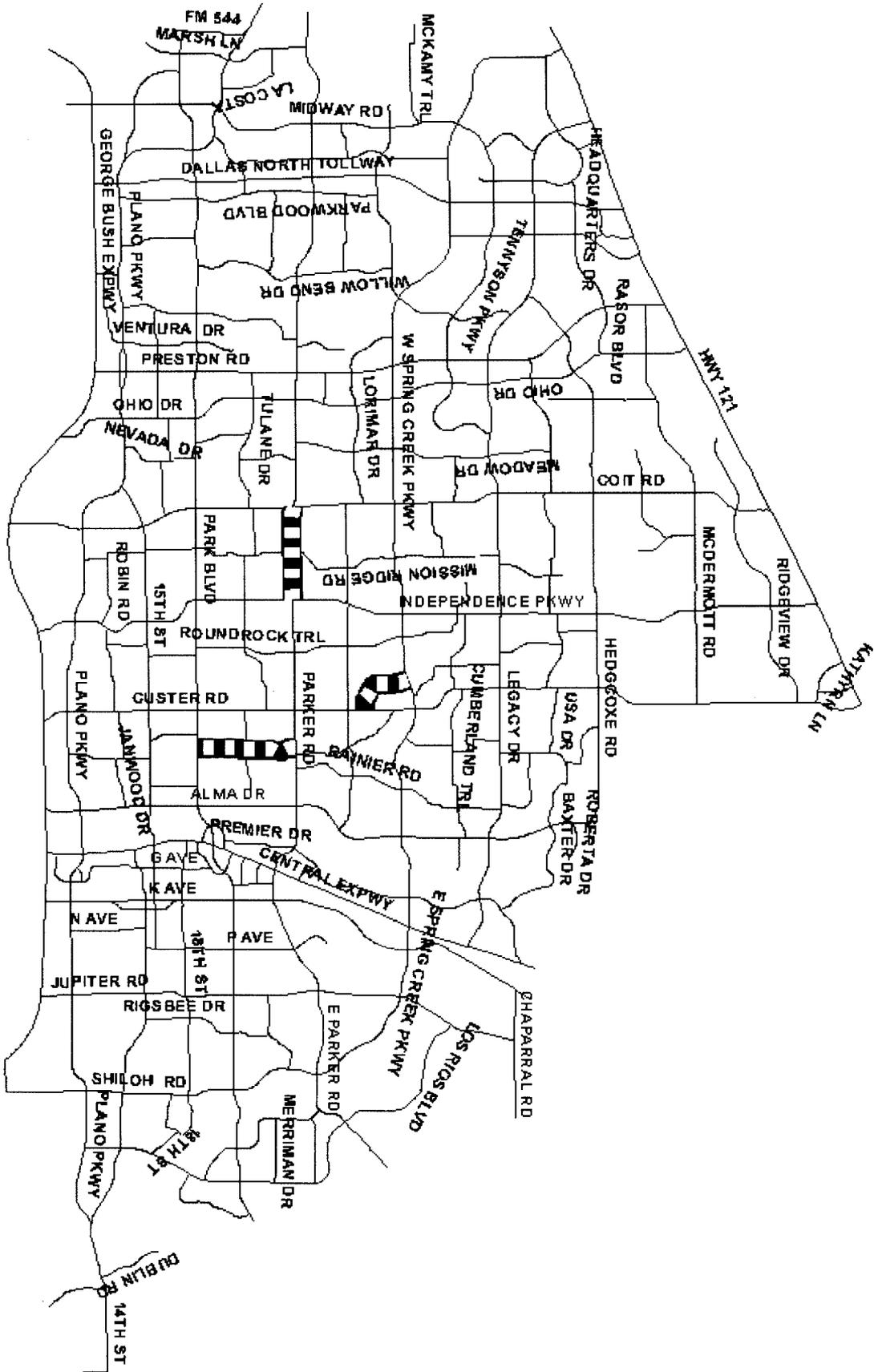
“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

g-2

LOCATION MAP



g.3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/23/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5743		
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. 2008-168-B for Riverbend Lakes - Dredging Phase II to Rimrock Enterprises, Inc., in the amount of \$247,830.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	64,477	162,523	0	227,000
Encumbered/Expended Amount	-64,477	-332	0	-64,809
This Item	0	-247,830	0	-247,830
BALANCE	0	-85,639	0	-85,639
FUND(S): MUNICIPAL DRAINAGE CIP				
COMMENTS: Funds are included in the 2007-08 Municipal Drainage CIP. This item, in the amount of \$247,830, will exceed the current year balance by \$85,639 for the Riverbend Lakes project. The overage will be funded through saving and reallocation from the Miscellaneous Drainage project.				
STRATEGIC PLAN GOAL: Drainage construction relates to the City's Goal of Livable Neighborhoods and Urban Centers.				
SUMMARY OF ITEM				
Staff recommends the base bid of Rimrock Enterprises, Inc., in the amount of \$247,830.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
Engineer's estimate was \$175,000.00.				
The project consists of dewatering, dredging and disposing of approximately 2,000 cubic yards of silt and soil from Lakes No. 12, 14 and 15. The alternate bid was for the dredging of Lake No. 10. The contractor will be responsible for the disposal of the dredged material.				
The City of Plano has a long-standing agreement with The Riverbend Lakes Homeowners Association to share in the cost of improvements up to an amount of \$1,000,000.00. The City's remaining obligation on this agreement is \$81,129.00. Therefore, the homeowners association agrees to reimburse the City of Plano \$166,701 for completion of the work.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary, Location Map		N/A		

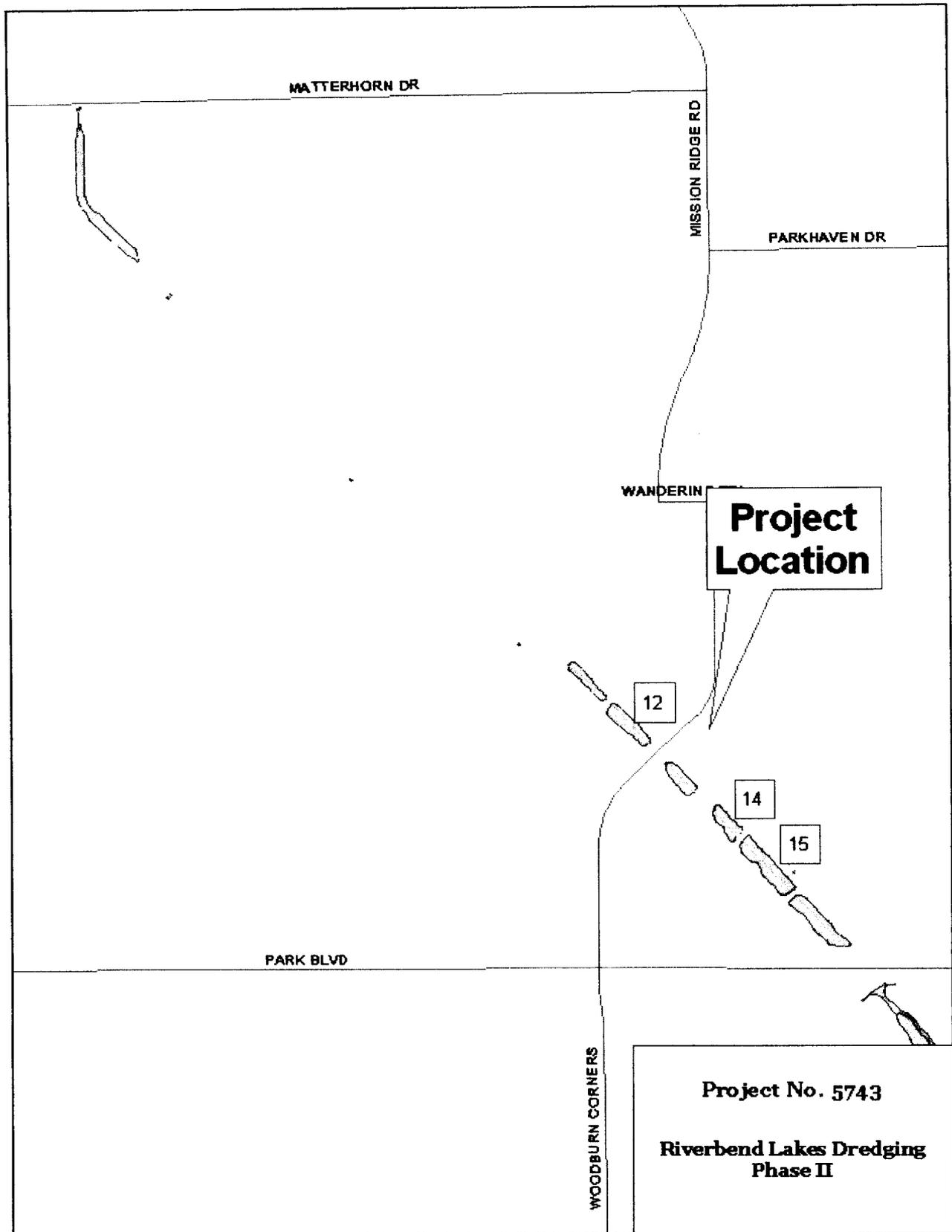
h-1

Bid Opening

CITY OF PLANO, TEXAS Riverbend Lakes Dredging Phase II Project No. 5743

	<u>Base Bid</u>	<u>Base Bid with Alternate 1</u>
1 Rimrock Enterprises, Inc.	\$ 247,830.00	\$ 275,113.75
2 Shirley & Sons Construction Co., Inc.	\$ 362,840.00	\$ 394,940.00

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h-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/23/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	6/10/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/23/08	
Agenda Coordinator (include phone #):		Susan Berger (7255)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To approve and authorize a contract with Newman, Jackson, Bieberstein, Inc. to provide Landscape Architectural Services for Chisholm Trail improvements in an amount not to exceed \$181,791 and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		35,891	1,364,109	600,000	2,000,000
Encumbered/Expended Amount		-35,891	-23,881	0	-59,772
This Item		0	-181,791	0	-181,791
BALANCE		0	1,158,437	600,000	1,758,437
FUND(S): PARK IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2007-08 Park Improvement CIP. This item, in the amount of \$181,791, will leave a current year balance of \$1,158,437 for the Chisholm Trail project.					
STRATEGIC PLAN GOAL: Architectural services for trail improvements relate to the City's Goal of Premier City in Which to Live.					
SUMMARY OF ITEM					
The attached Landscape Architectural Services Agreement with Newman, Jackson, Bieberstein, Inc. is for the preparation of construction drawings that include plans and specifications for improvements to be implemented along Chisholm Trail. Improvements include a restroom facility, directional signage, lighting, bridge improvements, erosion improvements and extension of the trail on the west side of Spring Creek Parkway under 15 th Street to Collin Creek Mall.					
The total contract fee is 8.5% of the construction budget of \$2,122,000. This fee is consistent with other park and engineering projects of this size and scope. The funding is available through the Park Improvement Bond Program.					
Newman, Jackson, Bieberstein, Inc. was on the annual consultant list when they began the Master Plan for Chisholm Trail. This contract is a continuation of that work.					



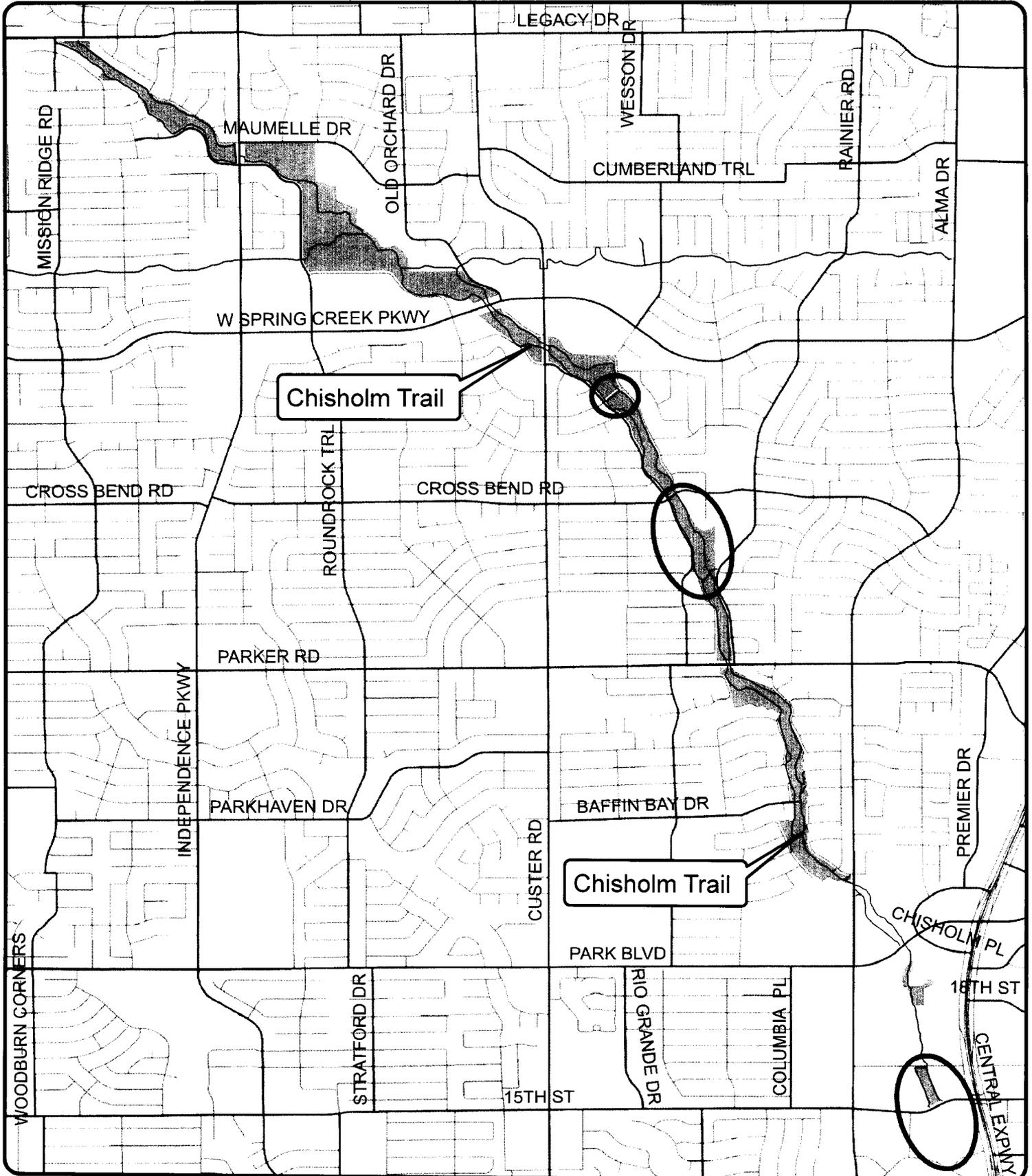
**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Landscape Architectural Services Agreement	Other Departments, Boards, Commissions or Agencies

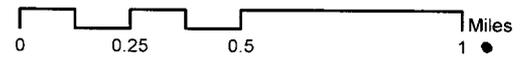
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Chisholm Trail Improvements Project #5911



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CHISHOLM TRAIL IMPROVEMENTS

PROJECT NO. 5911

LANDSCAPE ARCHITECT SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **CHISHOLM TRAIL IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

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VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Newman, Jackson, Bieberstein, Inc.
12770 Coit Road, Suite 210
Dallas, TX 75251
Attn: Karl von Bieberstein

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

NEWMAN, JACKSON, BIEBERSTEIN, INC.
A Texas Corporation

DATE: MAY 30, 2008

BY: Karl von Bieberstein
Karl von Bieberstein
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

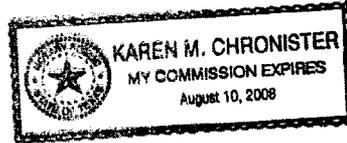
BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



This instrument was acknowledged before me on the 30th day of May, 2008, by **KARL VON BIEBERSTEIN, Vice President of Newman, Jackson, Bieberstein, Inc.**, a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Karen M Chronister
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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Exhibit A – Scope of Services

Park and Recreation Department City of Plano

1.0 SCOPE

The Landscape Architect's area and scope shall consist of site and park improvements to the Chisholm Trail along two areas of the trail's length:

- 1.1 First, an area generally defined from just north of Deerfield Drive past the spillway of Big Lake, and;
- 1.2 Second, the area from East 16th Street to the loop drive of Collin Creek Mall.
- 1.3 Refer to the attached Exhibit D for the project limits.
- 1.4 This proposal is based on man-hour labor and material costs to design the following improvements:
 - 1.4.1 Park and trail improvements along the Chisholm Trail between Custer Road and Parker Road to include but not be limited to new City of Plano standard guardrails along identified portions of Spring Creek; a new restroom facility at Big Lake Park, lake edge stabilization at Big Lake, fishing pier or platform at Big Lake, two creek overlooks, directional signage and mile markers, park lighting, and bridge improvements to the creek crossings at Deerfield and Cross Bend Drives.
 - 1.4.2 Trail improvements to create a grade separated crossing on the west side of the creek at 15th Street.
 - 1.4.3 Analysis of existing runoff data of the Spring Creek watershed to determine the nature of the bridge improvements required to the existing Deerfield Drive and Cross Bend Drive box culverts in order to alleviate current flooding at these streets. This study will determine the extent of services related to bridge improvements at these locations.
- 1.5 Phases of the work shall consist of Pre-design, Preliminary Design, Construction Documents, and Limited Construction Administration services.

2.0 BASIC SERVICES

The Consultant services shall consist of the five (5) phases described in Paragraph's 2.1 through 2.5 as follows:

2.1 Pre-design

2.1.1 Consultant will develop a topographic survey of both sides of the creek in the following areas:

2.1.1.1 An area roughly 100 feet north of Deerfield Drive to approximately 100 feet south of Sparrows Point Drive;

2.1.1.2 An area 100 feet north of Cross bend Drive past the Big Lake Spillway to approximately 100 feet south of Throwbridge Lane.

2.1.1.3 An area approximately 100 feet north of 16th Street and extending south to the Collin Creek Mall ring road.

2.1.2 The topography in these areas will be mapped at one foot contour intervals and will include the location of existing site features, utilities (both underground and overhead), location of existing trees, and property corners. The Consultant will utilize available GIS information from the City of Plano in the development of this survey.

2.1.3 The Consultant will visit the project area and document existing conditions through site photographs and notes before beginning preliminary design.

2.2 Hydraulic Study and Stream Crossing Analysis

2.2.1 The consultant will analyze **existing** runoff data (Q's) from the City's existing FEMA FIRM study to determine the nature of the improvements required to the Deerfield and Cross Bend Drives box culverts in order to alleviate the flooding at those locations. New or updated hydrology and drainage runoff calculations for the drainage basin are not included in this study.

2.2.2 The consultant will provide a study / analysis of alternatives (i.e. expansion, widening or replacement of the existing structures at Deerfield and Cross Bend including cost estimates of the alternatives.

2.2.3 The consultant will present the recommendations to the CITY for a approval to proceed with further design of the selected alternative.

2.2.4 Deliverables for this phase will be sketch plans of the recommendations for the bridge improvements with cost estimates

for each of the alternatives presented and documentation of the hydraulic analysis supporting each recommendation.

2.3 Preliminary Design

2.3.1 Consultant will conduct a Project initiation meeting with CITY Staff to confirm the project design intent, budget considerations, and to obtain any additional necessary project information.

2.3.2 Consultant shall prepare plan and detailed drawings for the following elements related to the Chisholm Trail improvements:

- City of Plano Standard Park Guardrails: Placement of metal guardrails with stone columns in areas to be determined between Parker Road and Custer Road;
- Aesthetic enhancements and related structural improvements to the Deerfield and Cross Bend Drives creek crossings based on the approved direction by the CITY as a result of the limited hydraulic analysis and stream crossing study as described under paragraph 2.2 above.
- A new restroom facility at Big Lake Park to include three stalls each for men and women.
- Lake edge improvements and fishing platform.
- Two new creek overlooks between Custer and Parker Roads.
- Trail plans for a grade separated crossing at 15th Street to include trail alignment southward to the Collin Creek Mall ring road, necessary retaining walls at 15th Street, and required modifications to the existing Chisholm Trail facility.
- Park lighting between Custer and Parker Roads.
- Directional signage and mileage markers between Custer and Parker Roads.
- Turf re-establishment in all areas disturbed by construction;

2.3.3 Consultant shall prepare Preliminary Cost Estimate.

2.3.4 Deliverables during this phase shall include three (3) sets of:

2.3.4.1 Plan and elevation of the enhanced box culverts for Deerfield and Cross Bend.

2.3.4.2 Preliminary plans and elevations for the restroom facility, guardrail, lake edge stabilization, fishing platform, trail signage and mile markers, park lighting, trail alignment from 15th Street to the Collin Creek Mall ring road to include the and grade separated crossing, and creek overlooks.

2.3.4.3 Updated cost estimates for the improvements

2.4 Construction Documents

Based on the approved Preliminary Design Documents and Preliminary Cost Estimate, Consultant shall prepare for approval by the CITY, Construction Documents for the Chisholm Trail improvements consisting of:

- Cover sheet showing vicinity map for project, signature block, index of drawings, contact list.
- Horizontal and vertical control drawings with appropriate benchmarks;
- Legend with listing of symbols, abbreviations, lines and shading patterns.
- General notes and special conditions.
- Demolition details showing removal and or relocation of existing elements as required to accommodate the improvements.
- Existing and proposed contour lines showing surface drainage flows.
- Indicate method of any proposed storm drainage systems with labels indicating length and size of pipe section.
- Erosion Control Plans, SWPPP, and NOI
- Refined details for the Deerfield and Cross Bend drainage and aesthetic enhancements;
- Architectural, structural, and MEP plans for restroom building will be provided by Romtec Pre-engineered Buildings and incorporated into the Consultant's overall set of documents.
- Site utility plans (water, sanitary sewer, and electrical) required to serve restroom building.
- Complete construction details and standards with special construction items labeled for clarification.
- Planting plans and details
- Irrigation plans and details
- Technical specifications

2.4.1 Consultant will prepare estimates of probable costs at the end of the contract document phase.

2.4.2 Deliverables include three (3) sets of full size 90% review prints and three (3) sets of full size review sets at the 60% progress review.

2.4.3 Consultant will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation or an Independent Contract Provider for *Texas Accessibility Standards* review. Based on this review, Consultant shall revise the construction documents accordingly.

2.4.4 Final deliverables shall include one (1) set of reproducible drawings, one set of unbound specifications, and one electronic file of the construction documents in AutoCAD compatible format.

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2.5 Administrative and Project Observation During the Construction Phase

During the construction phase of the Project, Consultant agrees to perform certain administrative and Project observation services. These services are limited to the following with the understanding that the CITY will employ an in-house Project coordinator as the CITY's Project Representative and will utilize CITY inspectors to oversee construction of the Project:

- 2.5.1 The Consultant will assist the City's Project coordinator with any addenda preparation; attendance at a pre-bid conference, bid opening, and pre-construction conference; and bid tabulation.
- 2.5.2 The Consultant shall review and make recommendations to the CITY regarding Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information and design concepts expressed in the Contract Documents. Shop Drawings and other submittals related to Work designed or certified by the Contractor's design professionals shall bear such professional's written approval and seal or certification (when applicable) when submitted to the Consultant.
- 2.5.3 The Consultant shall assist the CITY in reviewing and making recommendations on properly prepared, timely requests by the Contractor for Change Orders. A properly prepared request for a Change Order shall be accompanied by sufficient supporting information to permit the CITY and Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. All change orders involving monetary issues shall be made in writing to the CITY's Park Department. The Consultant shall have authority to order minor changes in the Work, which are consistent with the intent of the Contract Documents, and not involving an adjustment in the Contract Sum or an extension of the Contract Time provided the CITY's Park Department is notified in writing prior to the change. Notification shall include the specific item that changed, reason for the change, and confirmation that it neither increased nor decreased the Contract Sum or schedule. This authority does not include substitution of major Project components or materials.
- 2.5.4 The Consultant shall review timely and appropriate requests by the Contractor for additional information about the Contract Documents. The Consultant shall consult and assist the CITY in issuing advice and instructions to the Contractor, but all such

instruction shall be issued through the CITY, unless otherwise instructed by the CITY.

2.5.5 When requested by the CITY's Project coordinator, Consultant will make four (4) periodic site visits to the project site to observe contractor progress and plan compliance.

2.5.6 Consultant will make one site visit and report (punch list) for the purpose of assisting the CITY in determining the status of Project Completion.

2.5.7 Consultant will make one site visit and report for the purpose of verifying completion of punch list items.

2.5.8 Consultant will prepare written report of findings and report any discrepancies or problems to the CITY.

2.6 Post Construction Services (Preparation of As-built Documents)

2.6.1 Upon completion of the work, the Consultant shall compile and deliver to the CITY, after the Contractor provides the "As Built" Construction Document information to the Consultant, a set of Record Documents of the work designed by the Consultant conforming to information furnished to the Consultant by the Contractor. Because Record Documents are based on information provided by others, the Consultant cannot and does not warrant their accuracy. Record documents shall be provided to the CITY in reproducible hard copy and electronic form acceptable to the CITY and compatible with CITY'S computer systems.

3.0 LIMITATIONS

The Consultant understands that the following services are not required at this time and have not been provided for as part of this proposal:

- Existing utility mapping and/or adjustments;
- Construction staking;
- Traffic study;
- Easement and ROW dedication documents except as identified above;
- Water and sanitary sewer services;
- Geotechnical reports and recommendations will be provided by the CITY;
- Revising drawings, specifications or other documents previously approved to accomplish changes requested by the CITY;
- Assisting the CITY in arranging for the work to proceed should the Contractor default due to delinquency or insolvency;

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- Preparing presentation models or renderings beyond those described in Basic Services;
- Inspection of erosion control devices or maintaining erosion control or SWPPP documents during construction are not a part of this agreement.
- Design of bridges or additional box culverts at Deerfield and Cross Bend Drives.

4.0 ADDITIONAL SERVICES

Additional services must receive written authorization from the Client before being performed and will be compensated for as mutually agreed between Consultant and City.

5.0 STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

Texas Board of Architectural Examiners
333 Guadalupe, Suite 2-350
Austin, TX 78701-3942
Phone (512) 305-9000
Fax (512) 305-8900

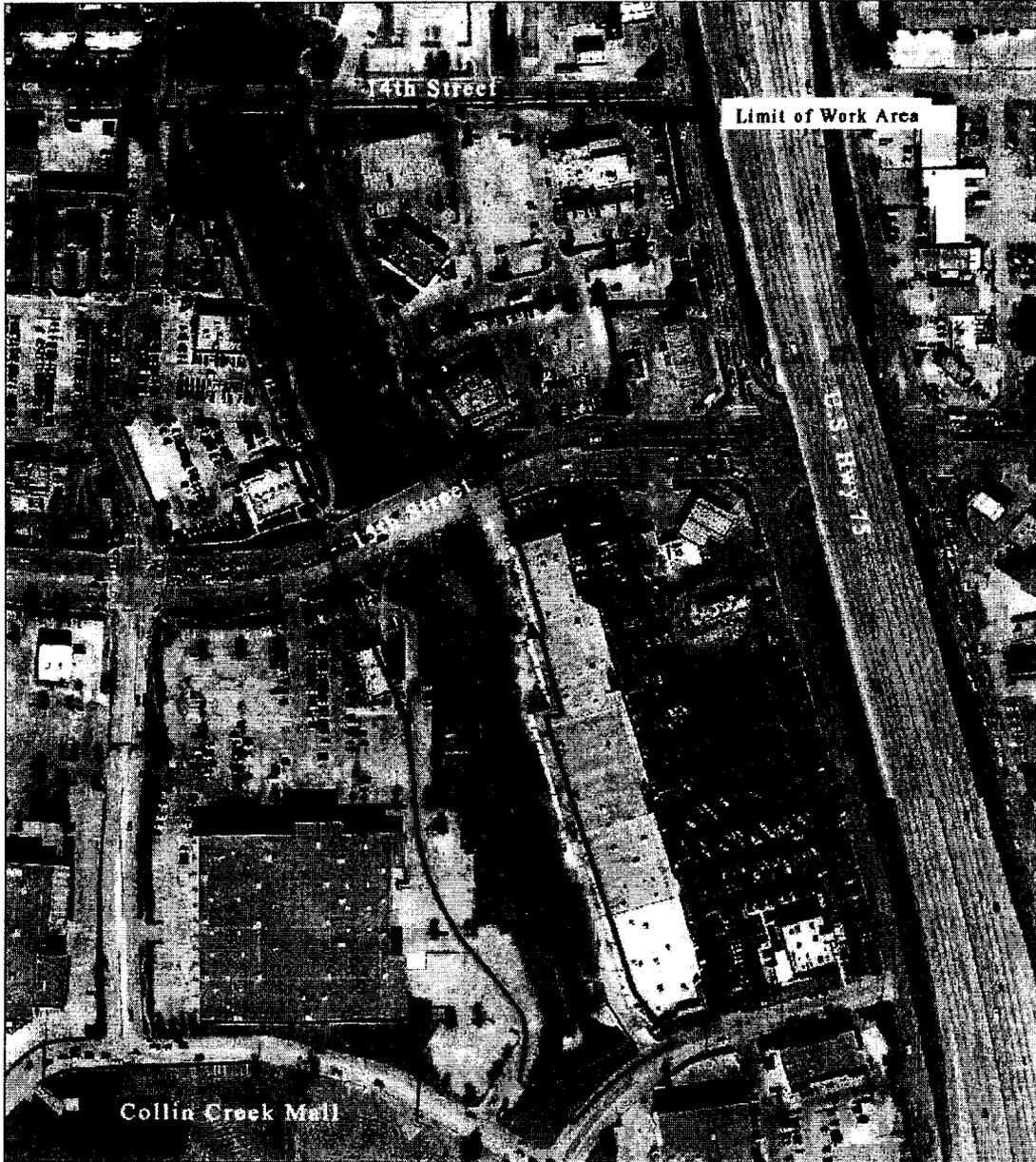
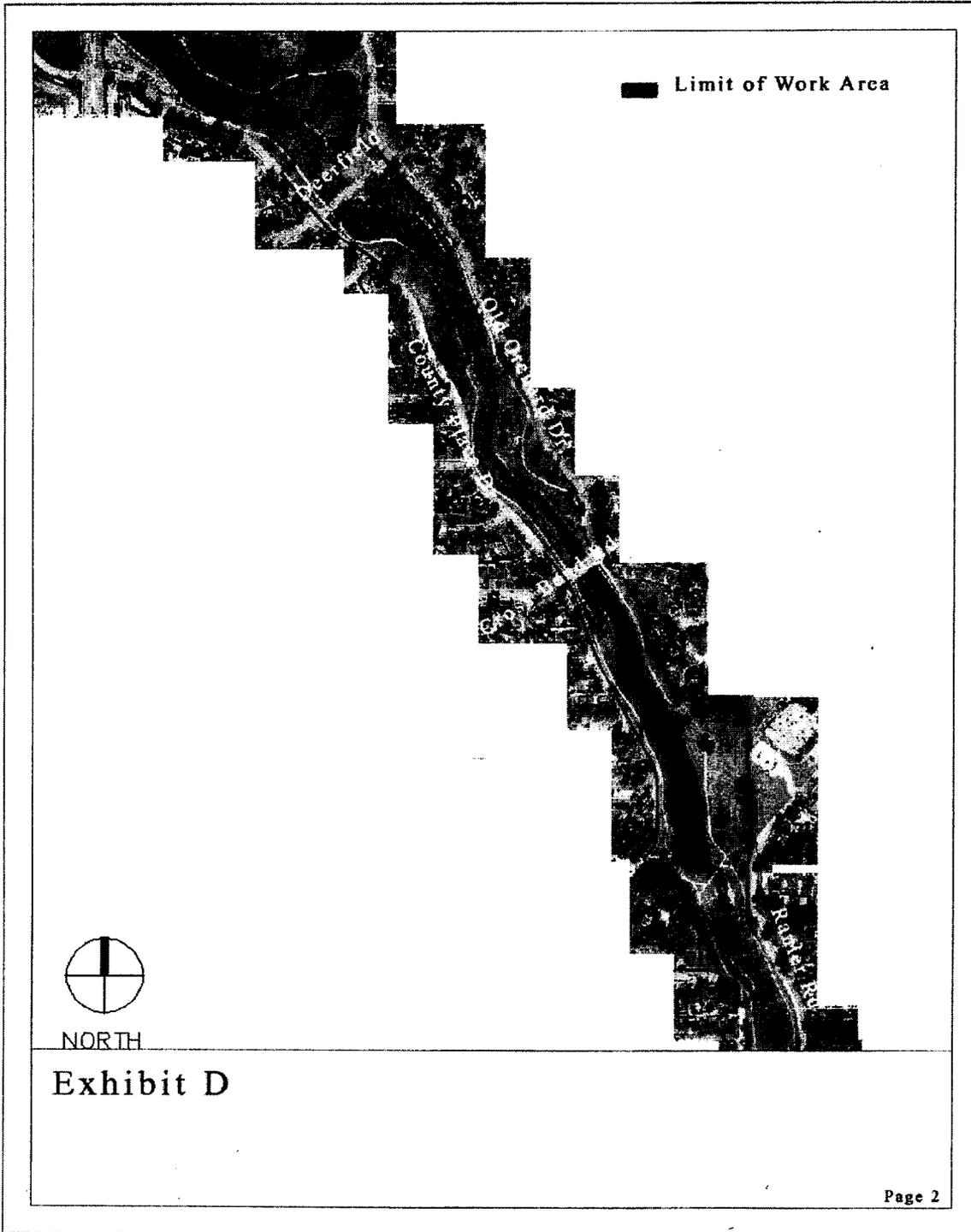


Exhibit D

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Exhibit B – Schedule

Work shall be performed in accordance with the following schedule:

- Consultant receives NTP;
- Site topographic survey will be authorized within fifteen (15) days of NTP and be complete within thirty (30) days of authorization.
- Hydraulic study and stream crossing analysis will be authorized within fifteen (15) days of NTP and be complete within sixty (60) days of authorization.
- First city review of preliminary design recommendations will be scheduled to occur within forty-five (45) days of receipt of topographic survey;
- Submittal of 60% construction plans within forty-five (45) days of preliminary design review meeting;
- Submittal of 90% construction plans within thirty (30) days of receipt of comments on the 60% review set;
- Final construction documents and specifications within twenty-one (21) days of receipt of comments on the 90% review set.
- As-built drawings complete within thirty (30) days of receipt of all marked-up plans from the Contractor.

Exhibit "C"
NJB Fee Proposal Summary Sheet
 Plano Parks - Chisholm Trail Enhancements

Basic Services	
Pre-design	
Site recon	\$ 1,165.00
Surveying and Mapping	\$ 46,155.00
Geotechnical Services	\$ 9,320.00
Hydraulic Study / Stream Crossing Anal.	\$ 2,535.00
Preliminary Design Plan	\$ 8,320.00
Final Design Plan	\$ 16,330.00
Construction Observation	\$ 5,000.00
Post Construction Services	\$ 1,250.00
Sub-total Basic Services	\$ 34,600.00
Allowances	
Project expenses	\$ 5,880.00
Total Basic Services and Allowances	\$ 181,791.00

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EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

Landscape Architectural Services Agreement
Chisholm Trail Improvements
Project No. 5911

Exhibit D - Page ____

EMW:LEGAL2008-08L-NJB1

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

INSURANCE AGENT'S STATEMENT

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

- 26. The above policy(s) carry the following deductibles: Auto 500
Umbrella, 10,000
Professional Liability 25,000

Full limits of coverage available for:

General Liability 1,000,000

Automobile Liability 1,000,000

Professional Liability 1,000,000

- 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE

Milton Good
Signature

5/29/08
Date

Cordell & Company Insurance Agency, Inc
Insurance Agent (Print)

Newman, Jackson, Bieberstein, Inc
Name of Insured

5/29/08
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2008

PRODUCER (817)924-4236 FAX (817)921-0170
Cordeil & Company Insurance Agency, Inc.
P O Box 12129
Fort Worth, TX 76110-8129

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

INSURERS AFFORDING COVERAGE NAIC #

INSURED Newman Jackson Bieberstein, Inc.
12770 Coit Road
Suite 210
Dallas, TX 75251

INSURER A: Hartford Lloyds Ins Co/Hartfor
INSURER B: Hartford Underwriters Ins Co/H
INSURER C: Twin City Fire Ins Co/Hartford
INSURER D: Cont'l Casualty/Victor Schinne
INSURER E:

COVERAGES

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

INSR ADDPL LYR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	46SBABE5646	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46UECTU3371	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	46SBABE5646	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WECGI5364	01/01/2008	01/01/2009	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER Professional Liability Deductible \$25,000	LAA002349795	06/22/2007	06/22/2008	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROJECT NO. 5911: CHISHOLM TRAIL IMPROVEMENTS: CITY OF PLANO IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY POLICY. THE COVERAGE IS PRIMARY TO ALL OTHER COVERAGES
THE CITY MAY POSSESS WITH REGARD TO THE GENERAL LIABILITY POLICY. THE WORKERS COMPENSATION POLICY HAS A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF PLANO.

CERTIFICATE HOLDER

CITY OF PLANO
P O BOX 860358
PLANO, TX 75086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Milton Cordeil/TSJ

Milton Cordeil

ACORD 26 (2001/06) FAX: (972)941-7118

©ACORD CORPORATION 1988

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **Newman, Jackson, Bieberstein, Inc.**, (herein "Architect") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

NEWMAN, JACKSON, BIEBERSTEIN, INC.

Name of Architect

By: *Karl Von Bieberstein*
Signature

KARL VON BIEBERSTEIN

Print Name

SR. VICE PRESIDENT

Title

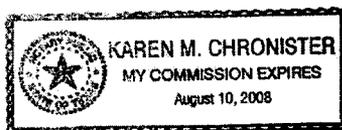
MAY 30, 2008

Date

STATE OF TEXAS

§
§

COUNTY OF DALLAS §



May SUBSCRIBED AND SWORN TO before me this *30th* day of _____, 2008.

Karen M Chronister
Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/23/08	Reviewed by Legal <i>vj</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>	Project No. 5854		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval of an engineering contract by and between the City and GSWW, Inc., in the amount of \$203,080, for Concrete Sewer Pipe Evaluation, and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	175,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-203,080	0
BALANCE		0	-28,080	0
FUND(S): SEWER CIP				
COMMENTS: Funds are included in the 2007-08 Sewer CIP. This item, in the amount of \$203,080, will exceed the current year balance by \$28,080 for the Sewer Main Evaluation project. The overage will be funded through savings and reallocation from the Inflow/Infiltration project. STRATEGIC PLAN GOAL: Concrete sewer pipe evaluation relates to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
This agreement with GSWW, Inc., is for the Concrete Sewer Pipe Evaluation project to include investigation and evaluation of the condition of 121,500 feet of concrete sewer line. The lines are mainly located in the Rowlett Creek, Russell Creek and White Rock Creek Basins. The contract fee is for \$203,080 and is detailed as follows:				
Internal CCTV Inspection	\$	102,520		
Manhole & Sewer Line Inspection	\$	33,840		
Data Evaluation, Analysis & Report	\$	29,000		
Electro Scan Leak Testing	\$	16,100		
Project Administration & Management	\$	12,000		
Miscellaneous	\$	9,620		
TOTAL	\$	203,080		
Funding is available from the Sewer Community Investment Program. Staff feels the fee is reasonable.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Engineering Services Agreement, Location Map		N/A		

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CONCRETE SEWER PIPE EVALUATION

PROJECT NO. 5854

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **CONCRETE SEWER PIPE EVALUATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

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IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

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VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

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prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

GSWW, Inc.
11117 Shady Trail
Dallas, TX 75229
Attn: Charles Wilmut, President

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

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F. Effective Date:

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

SIGNED on the date indicated below.

GSWW, INC.
A Texas Corporation

DATE: _____

BY: _____
Charles Wilmut
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **CHARLES WILMUT, President**, of **GSWW, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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EXHIBIT "A"

SCOPE OF WORK

An evaluation of concrete pipe ranging in size up to 54 inches diameter and located throughout the City of Plano's wastewater collection system will be conducted by GSWW, Inc. The evaluation objectives and goals will be achieved as described in the following scope of work.

I. ANALYSIS AREA

Based on information provided by the City of Plano, the study area contains approximately **121,500 linear feet of concrete sewer lines and 360 manholes** to be evaluated.

II. PERFORMANCE TASKS

Concrete sewer line segments that display the following characteristics will be given special attention in the planning for execution of the evaluation fieldwork:

- Upstream of lift stations and downstream of force mains
- With flat grade and low velocities
- With steep grade and high velocities
- Indicating deterioration based on maintenance records and staff input
- With known historical odor problems
- Around drop lines

The investigation techniques will include manhole and sewer line inspection, closed circuit television inspection and Electro scan (FELL) testing of concrete lines. The investigation objectives and goals will be achieved through the performance of the following tasks:

Task A – Preparatory Work and Mobilization

1. Collect and review existing information including reports, maps, maintenance records, and other pertinent information related to this project
2. Print all field forms and prepare map with numbers assigned to manholes that will be evaluated in the project
3. Prepare equipment to be assigned and transported to the project site
4. Hold a project kick-off meeting prior to commencement of any work to ensure that all work is conducted
 - In the most effective and economical method
 - With proper liaison among city personnel
 - Following all safety procedures
5. Plan for access to challenging areas including creeks, drainage channels, easements, etc.
6. Plan for traffic and pedestrian control (if necessary) to ensure public safety and convenience

The compensation for this task will be on a **"Lump Sum"** basis.

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Task B – Manhole and Sewer Line Visual Inspection

This task consists of opening manholes, examining the interior and inspecting each sewer line entering and leaving the manhole. The sewer lines will be inspected by use of a down-hole camera with high intensity lighting systems designed for inspection of large diameter sewer lines from the ground surface, or descending into the manhole when necessary. Digital photographs will be taken of the manhole (surface and interior) and of significant defects in the manhole or attached lines. Information gathered during this work, including photographs, will be provided with the field forms.

The following data will be recorded for each manhole inspected:

Manhole Data

- Manhole identification number
- Construction materials and conditions of cover, ring, walls, steps, aprons and troughs
- Manhole depth
- Number and size of holes in manhole cover
- Structural Defects, if any, will be noted
- Type and depth of debris
- Infiltration sources
- Evidence of leaks and location
- Level of high water mark in the manhole
- Special problems or conditions such as: sink holes or settlement; sources of inflow; apparent overflows or bypasses ; manholes located in natural ponding areas, etc.

Line Segment Data

- Length, size, material and depth of pipe
- Root growth in pipe, if any
- Depth of flow
- Type and depth of deposition in pipe
- Structural conditions of pipe, including joints
- Special problems and conditions in pipe
- Visible inflow/infiltration sources

An attempt will be made to locate and open manholes in order to perform the required inspections. GSWW, Inc. may utilize a variety of techniques, depending on conditions, such as metal detectors, infrared cameras, or geophysical investigation tools in an attempt to locate manholes on the concrete interceptor lines. A list of manholes that we are unable to locate will be turned in to the City of Plano for review and assistance (see Section IV. 4).

Approximately **360 manholes** will be inspected. The compensation for this task will be on a **“per Each”** basis.

Task C - Preparatory Cleaning

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This task consists of preparing the sewer lines, 6" to 21", to be internally inspected by cleaning the pipe walls to provide for unobstructed internal inspection. The cleaning will be accomplished by use of a hydraulic cleaning unit (vacuum truck). A portion of the lines to be internally inspected will be cleaned prior to the internal inspection. It is the intent of the cleaning to remove the sludge, mud, sand, gravel, and other sediment and debris expected to be found in a well-maintained system (1 or 2 inches in smaller lines or 10% of the diameter in larger lines) down the sewer line to obtain a good television picture. All debris, sediment and sludge removed from the sewer lines will be disposed of at a permitted site designated by the city.

When obstructions are encountered, an attempt will be made to clean the sewer from both upstream and downstream manholes. The footage to be used for computing payment earned on lines cleaned will be:

- a. The actual distance cleaned or one half (1/2) the full length of the line, whichever is greater, for those lines that are cleaned from one end only.
- b. The full length of those lines that are cleaned from both ends.

We estimate that approximately **4,000 linear feet** of six (6) through twenty-one (21) inch concrete sewer lines (approximately 3 percent of the total 121,500 linear feet) will be cleaned in preparation for internal inspection. The unit price for this task is established on a "**per Linear Foot**" basis with the total price to be determined as indicated above.

Task D – Closed Circuit Television (CCTV) Internal Inspection

This task consists of the CCTV inspection; using closed circuit color television equipment, of the sewer lines to evaluate structural conditions, identify potential leaks, and locate buried manholes. The CCTV inspection will be recorded on DVDs or videotapes. Concurrent dyed water flooding will be performed with television inspection on some line segments to identify locations of defects. Field inspection log sheets will be used to document problems and defects discovered during inspection.

Television Inspection to be performed will be in accordance with the following specifications:

1. All television equipment used shall have at least 250 lines of horizontal resolution.
2. The picture shall be in color.
3. A log sheet, compatible with the DVD or tape, must be made noting deficiencies.
4. By voice on the DVD or videotape, the operator shall:
 - a. Note the date and time the recording was made.
 - b. Note the name of the company performing the television inspection and the name of the operator.
 - c. Note the location, designation, size of the main and direction in which the test was made.
 - d. Identify every 50-foot station.
 - e. Identify the station of each manhole.
 - f. Identify the location and station of deficiencies.
 - g. Identify the location and direction of entry for laterals or side lines.
5. If the inspection is being run from manhole to manhole, the camera shall move downstream. If the inspection is being run from manhole to cleanout, the camera shall move upstream.
6. TV inspection data will be recorded on DVD or VHS format video tapes.

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Larger diameter lines (generally 24" and above) may be inspected by floating the camera on a barge specially designed for that purpose, preferably during a time of day when the flow rate is relatively low.

When obstructions are encountered, an attempt will be made to televise the sewer line from both upstream and downstream manholes. The footage to be used for computing payment earned on lines televised will be:

1. The actual distance the camera is pulled through the line or one half (1/2) the full length of the line; whichever is greater, for those lines where the camera is pulled from one end of the line only.
2. The full length of those lines, which are inspected from both ends.

We estimate that approximately 21 percent, or **25,200 linear feet**, will be televised. The unit price for this task is established on a "**per Linear Foot**" basis with the total price to be determined as indicated above.

Task E – Flushing and Stringing Sewer Lines for Electro-Scan Testing (FELL-41™)

This task consists of flushing sewer line and placing a string line through a section of sewer pipe from a manhole to another manhole for the purpose of pulling an Electro-Scan sonde and (in some cases) a moving pipe plug through the sewer pipe. The sewer line will be flushed and a string line will be placed in the pipe using either hydraulically or mechanically powered equipment or a string line and kite specifically designed for this purpose. The hydraulically powered equipment may also be used for the placement of water upstream of the moving pipe plug and pulling the sonde through the pipe.

We estimate that approximately 1 percent, or **1,200 linear feet**, of sewer mains will require flushing and stringing for Electro-Scan testing. The unit price for this task is established on a "**per Linear Foot**" basis.

Task F – Sewer Electro-Scan Testing

Sewer Electro-Scan locates defects and corrosion by examining the electrical continuity of the pipe. Most sewer pipe materials are electrical insulators. A defect in the pipe that leaks water will also leak electrical current. For a constant applied voltage, the larger the defect is the greater the electric current will be. This is also the case for water in that for given water pressure the larger the hole, the greater the flow.

The Electro-Scan test is carried out by pulling an electrode, called a sonde, through the pipe and measuring the variation of electric current flow through the wall of the pipe, then through the ground to an electrode on the surface – a metal stake driven into the ground. To obtain usable measurements the sonde is specially constructed so the electric current flows only through the pipe wall in a narrow band about an inch wide at the center of the sonde. The sonde also contains a microprocessor that controls the voltage, measures the electrical current flow, records the position of the sonde in the pipe, and transmits the data to the surface. The result, a trace of current versus distance, is displayed in real time on a notebook computer.

Identifying current trace anomalies associated with pipe joints (Joint Anomalies) is an essential part of the Electro-Scan analysis. By identifying Joint Anomalies, other anomalies due to structural defects such as corrosion, service connections or pipe cracks can be readily categorized. Joint Anomalies are identified as Anomalies along the current trace occurring at a regular interval that corresponds with the pipe segment length. Structural anomaly is most easily distinguished in a processed electrode current plot as corrosion in a concrete pipe. The

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processed electrode current in this case tends to remain above the threshold and appears quite irregular in appearance. This is because the electrode current easily passes through a thinner wall of concrete.

A computer program is used to grade the size and type of each leak, and structural anomalies, and graphically display the defect grade size, corrosion, type and frequency for each manhole-to-manhole pipe section. The Electro-Scan traces have a resolution of less than 0.1ft. This information can be readily used to qualitatively identify the corrosion problems, highest potential infiltration sections and assist with the selection of the most cost effective repair method. Figure 1.0 shows an example of the Electro-Scan graphical output of a concrete line that is partially corroded.

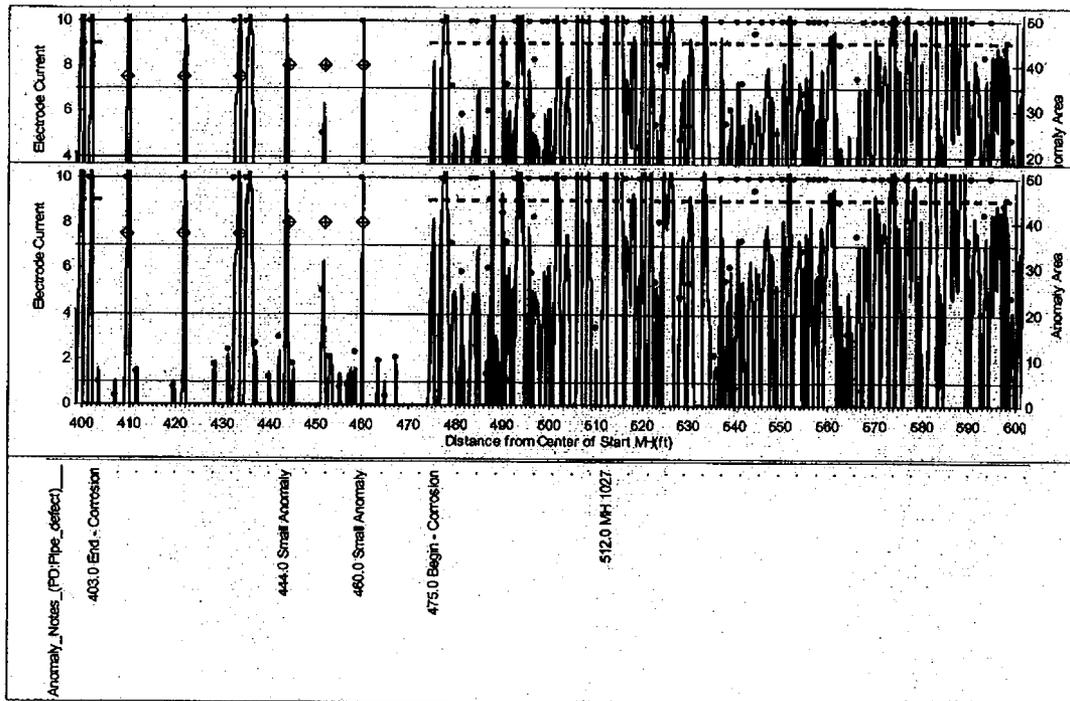


Figure 1.0 Electro-Scan Current Trace of Partially Corroded Pipe Segment

This task, as described above, will be employed on the selected sewer lines within the study area. Electro-Scan testing will be carried out using the FELL-41™ manufactured by Seba Dynatronic.

Larger diameter lines (generally 24" and above) will be inspected using the flow in the line, unless the flow can be backed up by controlling lift stations or closing valves in the system.

Data collected in the field will include:

- Upstream/downstream manhole number
- Length of sewer line
- Manhole depths
- Pipe defect locations

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- Classifications of defects as large, medium or small
- If CCTV inspection tapes or DVDs are available, leaks can be classified as mainline, service tap or structural defect.

The compensation for this task will be based on a "**per Linear Foot**" basis. We estimate that approximately 5 percent, or **6,800 linear feet** of the sewer lines in the study area will be electro-scanned and tested.

Task G – Project Administration, Management, Supervision and QA/QC

This task consists of supervision of field personnel, project administration, and management, scheduling of field tasks, general management and supervision of field personnel, and quality assurance/control of fieldwork and data management activities. Additionally, it will include:

1. Conduct general administration and periodic meetings as necessary with the City of Plano.
2. Perform internal project control procedures on a monthly basis including schedule, budget, quality control review and invoices.

The compensation for this task will be on a "**Lump Sum**" basis.

Task H – Data Evaluation, Analysis and Report

This task consists of evaluating and analyzing the collected data, reviewing videotapes of the TV inspection and presenting the results in the form of a report. **Five (5) copies of the draft report** will be prepared for submittal to the City of Plano for review and comments including the following:

1. Computer printouts of problems listed by priorities based on severity of defects.
2. Computer listing of all problems found including structural and maintenance problems.
3. Recommended rehabilitation work grouped and tabulated in two major categories: collection lines and manholes. The tables will provide information identifying the necessary rehabilitation work to be done including estimated improvement costs. The sewer line rehabilitation would typically include in-situ replacement and trenchless rehabilitation techniques. The manhole rehabilitation would typically include coating or lining of manholes or excavation and replacement when necessary.

Five (5) copies of the Final Report incorporating the comments from the review of the draft report will be furnished. One original copy of the field reports with photographs of the leaks along with the DVDs or VHS videotape recordings of the television inspection of sewer lines will be provided. The Final Report, along with all data, will be included on a compact disc in a Microsoft Office 2000 format. Updated graphical/mapping files will be furnished in the same format as provided by the Engineer at the start of the project.

The compensation for this task will be on a "**Lump Sum**" basis.

III. COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total price to cover all services described in this proposal will be computed based on the unit prices shown in Exhibit "C" and quantities of work completed as authorized by the City of Plano including the lump sum tasks amounts being established by percent of completion. Tasks listed as "per each" or "L.F." are estimated. Quantities found in field investigation may vary and will be

performed and charged by the unit price shown in Exhibit "C" in an amount not to exceed the total proposal cost.

IV. INFORMATION AND SERVICES TO BE PROVIDED BY THE OWNER

The City of Plano shall provide the following information and services:

1. GIS map of the existing sewer system showing sewer lines and manholes.
2. Liaison with City officials to provide effective coordination and cooperation between police, utility departments, and the Engineer, as necessary during execution of field.
3. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes or cleanouts.
4. Expose and/or open manholes that require excavation, cutting of pavement, and/or have lids or bolts fastened or frozen in place.
5. Water for cleaning unit from the city fire hydrants at no charge during flushing, cleaning and flooding for identification of leaks.
6. Paved (on road) or hard surface (off road) access to all manhole sites from which cleaning will be conducted that will accommodate the transport of the cleaning unit loaded with water and debris. Construction of access roads by GSWW is not included in this proposal.
7. The necessary equipment and assistance as might be required to remove the specialized equipment (cleaning nozzle and hose, TV camera and coaxial cable, FELL Unit, sewer plugs, etc.) from the sewer should the equipment become lodged during the course of the work, and to complete line repair and restoration of the area. However, the City will not be responsible for damage to GSWW equipment.

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EXHIBIT "B"

PROPOSED SCHEDULE

TASK	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
A. PREPATORY WORK AND MOBILIZATION	█																							
B. MANHOLE AND SEWER LINE VISUAL INSPECTION		█	█	█	█	█	█	█																
C. PREPATORY CLEANING						█	█	█																
D. CLOSED CURCUIT TELEVISION INSPECTION						█	█	█	█	█	█	█												
E. FLUSHING AND STRINGING SEWER LINES FOR ELECTRO-SCAN											█	█												
F. SEWER ELECTRO-SCAN TESTING											█	█												
G. PROJECT ADMINISTRATION, MANAGEMENT, SUPERVISION AND QA/QC																								
H. DATA EVALUATION, ANALYSIS AND DRAFT REPORT																			█	█				
CITY REVIEW OF DRAFT REPORT																							█	█
FINAL REPORT																								█

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EXHIBIT "C"

ESTIMATED QUANTITIES AND PRICE

Task	Task Description	Unit	Unit Price	Estimated Quantity	Total Price
A	Prep. Work & Mobilization	Lump Sum	\$ 900.00	1	\$ 900.00
B	Manhole & Sewer Line Visual Inspection	Each	\$ 94.00	360	\$ 33,840.00
C	Preparatory Cleaning of Sewer Lines 6 - 21 inches in diameter	L.F.	\$ 2.00	4,000	\$ 8,000.00
D1	Internal CCTV Inspection of Sewer Lines 6 - 15 inches in diameter	L.F.	\$ 1.50	2,800	\$ 4,200.00
D2	Internal CCTV Inspection of Sewer Lines 18 - 21 inches in diameter	L.F.	\$ 2.00	1,200	\$ 2,400.00
D3	Internal CCTV Inspection of Sewer Lines 24 - 27 inches in diameter	L.F.	\$ 3.60	7,200	\$ 25,920.00
D4	Internal CCTV Inspection of Sewer Lines 30 - 33 inches in diameter	L.F.	\$ 4.00	4,000	\$ 16,000.00
D5	Internal CCTV Inspection of Sewer Lines 36 - 54 inches in diameter	L.F.	\$ 5.40	10,000	\$ 54,000.00
E	Flushing and Stringing sewer lines for Electro Scan Testing	L.F.	\$ 0.60	1,200	\$ 720.00
F1	Electro Scan Leak Testing (FELL-41™) of Sewer Lines 6 - 12 inches	L.F.	\$ 0.95	400	\$ 380.00
F2	Electro Scan Leak Testing (FELL-41™) of Sewer Lines 15 - 21 inches	L.F.	\$ 1.50	800	\$ 1,200.00
F3	Electro Scan Leak Testing (FELL-41™) of Sewer Lines 24 - 33 inches	L.F.	\$ 1.95	2,800	\$ 5,460.00
F4	Electro Scan Leak Testing (FELL-41™) of Sewer Lines 36 - 42 inches	L.F.	\$ 2.95	2,000	\$ 5,900.00
F5	Electro Scan Leak Testing (FELL-41™) of Sewer Lines 48 - 54 inches	L.F.	\$ 3.95	800	\$ 3,160.00
G	Project Administration and Management, Supervision & QA/QC	Lump Sum	\$ 12,000.00	1	\$ 12,000.00
H	Data Evaluation, Analysis and Report	Lump Sum	\$ 29,000.00	1	\$ 29,000.00
TOTAL FOR CONCRETE LINE ASSESSMENT:					\$203,080.00

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

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checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **GSSW, Inc.**, (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Consultant

By:

Signature

Print Name

Title

Date

STATE OF TEXAS

§
§
§

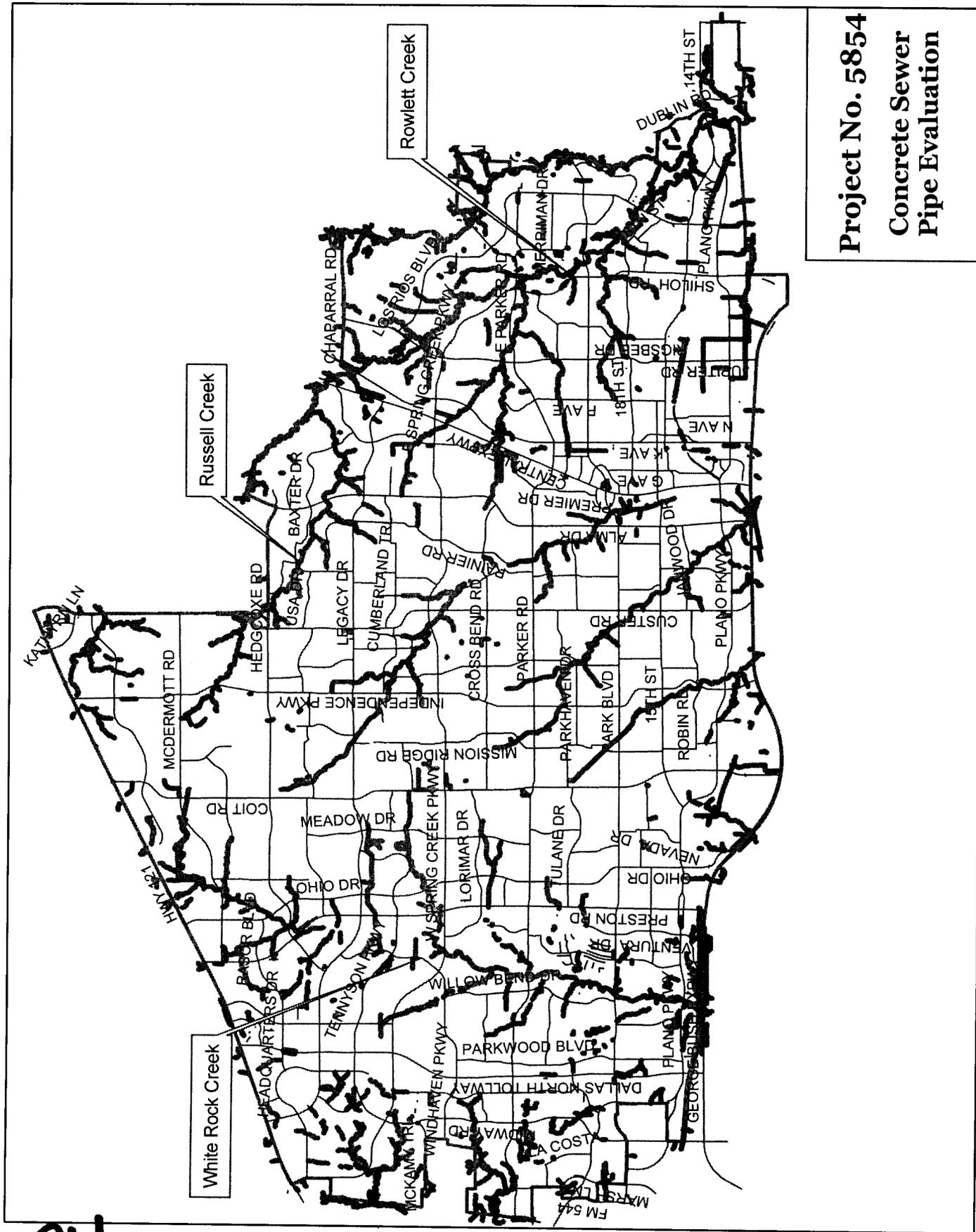
COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2008.

Notary Public, State of Texas

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Project No. 5854
Concrete Sewer
Pipe Evaluation



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works	Initials	Date	
Department Head	Jimmy B. Foster	Executive Director	<i>RA</i>	<i>6-17-08</i>
Dept Signature:	<i>Jimmy B. Foster</i>	City Manager		
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 type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Professional Services Contract, Project No. 5912, to GHD Consulting, Inc., for the Asset Management Program.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	300,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-297,515	0
BALANCE		0	2,485	0
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2007-08 Capital Reserve. This item, in the amount of \$297,515 will leave a current year balance of \$2,485 for the Asset Management Plan Project.				
STRATEGIC PLAN GOAL: Professional services for the asset management plan relate to the City's Goals of Premier City in which to live and Service Excellence.				
SUMMARY OF ITEM				
Facing the challenges of stabilized revenues, aging infrastructure, and rising costs for fuel and materials needed for construction and maintenance, the City of Plano has arrived at the opportune time to develop a philosophy and strategy for the maintenance of its assets in public works, parks and recreation, and municipal buildings and facilities. These assets have a replacement value in excess of \$5 billion. For more than two years the Public Works, Parks and Recreation, and Engineering Departments have been meeting with experts in the asset management field to be educated and to determine the content of a possible asset management plan.				
The deliverables for this proposed contract with GDH Consulting are as follows:				
<ol style="list-style-type: none"> 1. A communication plan to set out formal and informal procedures for communication during the project. 2. Establishment of an asset management program framework that incorporates the strategic business drivers of the three City departments. 3. Completion of an Asset Management Gap Analysis. 4. Asset maintenance requirements for the three City departments. 5. Preparation of asset management plans for each of the pilot asset groups. 6. Preparation of an asset management improvement plan for the City of Plano. 				
List of Supporting Documents: Professional Services Contract		Other Departments, Boards, Commissions or Agencies		

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ASSET MANAGEMENT PROGRAM

PROJECT NO. 5912

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **GHD CONSULTING, INCORPORATED**, a **NORTH CAROLINA** Corporation, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Consultant to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with the **ASSET MANAGEMENT PROGRAM** located in the City of Plano, Collin and Denton Counties, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Consultant

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

II. Scope of Services

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

III. Schedule of Work

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

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IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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XI. Contract Termination

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

XII. Consultant's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

GHD Consulting, Incorporated
222 South Church Street, Suite 215M
Charlotte, North Carolina 28202
Attn: Wayne Francisco

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

GHD CONSULTING, INCORPORATED
A North Carolina Corporation

DATE: _____

BY: _____
Don Graf
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee
CITY ATTORNEY

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Exhibit A – Scope of Services

1. Introduction

The City of Plano Asset Management Action Team [CAMAT] has, following a competitive process involving the submission of statements of qualifications, selected the GHD Consulting Inc. team [GHD] as the preferred supplier of asset management consulting services. The services include assisting the City in creating asset and maintenance management strategies and business processes towards enabling the City to achieve Citywide Asset Management Program's mission, goals and objectives.

A meeting was held in Plano on May 1, 2008, to begin the process of defining the scope of services for the project. In the meeting GHD presented a proposed approach for the development of the asset management program for the City. The approach was discussed and following some modifications was generally agreed to represent the City's needs and would form the basis for a formal scope of services to be discussed by the City with GHD.

This document has been prepared to set out a potential scope of services for discussion. It is based on the approach presented, discussed and modified at the May 1 meeting.

An asset management program can range from being relatively straightforward to a large and challenging undertaking depending on the number of business units involved, available budget, and resource capacity for such an initiative by the City. In this particular instance, it is understood that the program will be limited to the following three business units at the City:

- ▶ Public Works
- ▶ Facilities
- ▶ Parks and Recreation

While other business units may eventually benefit from an asset management program, it is not intended for other business units to be included in this project.

This project has been developed after having regard to the City of Plano's ability to commit resources to the project. It is important that both parties realize and understand that City staff will need to be involved in workshops and other interactions with GHD through the course of the project. Thus, each person involved from the City will need to be able to commit time to the project while continuing their current role at the City. Because of limitations on the time able to be devoted by City staff to the project, the scope has been developed to have a sensible time frame that still delivers real value to the City.

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2. Mission, Vision, Goals and Objectives

The City of Plano included in its request for proposals document mission and vision statements; and, goals, objectives and an operating philosophy intended to contribute to the achievement of the vision and the delivery of services consistent with the mission. GHD has briefly reviewed the content of this material and believes it forms an excellent basis from which to build the asset management program. A formal review and validation of this material will be included in the scope of services.

These strategic statements, which we are referring to as an Asset Management Program Strategy, are included here to provide context to the proposed scope of services – except the operating philosophy, which has been left out for the sake of brevity.

2.1 Mission

The AMP will develop and implement a consistent, integrated, comprehensive framework in order to:

- ▶ Support the stewardship of public assets
- ▶ Enhance departmental asset management practices
- ▶ Meet established standards
- ▶ Support regulatory compliance
- ▶ Accurately forecast future financial requirements

2.2 Vision

In the coming years the City of Plano will be faced with continued growth and aging of its asset base. The AMP will help meet these challenges by implementing a decision-making framework to guide departments in managing the City's assets with increased efficiency and cost effectiveness.

2.3 Goals and Objectives

2.3.1 Goal: To improve maintenance processes in order to optimize asset value

Objectives:

- ▶ To adopt standards for preventative or predictive maintenance processes
- ▶ To rehabilitate assets to established standards to extend their life

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2.3.2 Goal: To increase ability to assess inventory levels, asset conditions, and accurately predict future funding needs

Objectives:

- ▶ To increase inventory control through implementation of periodic audits and use of appropriate technology
- ▶ To increase ability to determine asset maintenance, repair, and replacement costs

2.3.3 Goal: To maintain effective City operations while implementing and sustaining City of Plano AMP

Objectives:

- ▶ To maintain information integrity through HR system for tracking labor and project accounting
- ▶ To increase communications of the benefits of asset management implementation
- ▶ To provide focused communication to all departments

2.3.4 Goal: To increase connectivity between Capital Improvement Plan and financial management of the City

Objectives:

- ▶ To increase financial and timing accuracy and completeness of the City's CIP
- ▶ To establish prioritization criteria for CIP projects to aid in resource allocation
- ▶ To increase accuracy of long term maintenance costs (rehabilitation)
- ▶ To increase linkage of CIP to Performance Budget
- ▶ To increase accuracy of project budget estimates

2.3.5 Goal: To increase accuracy of accounting and reporting requirements of Asset Management

Objectives:

- ▶ To increase asset condition audit and strengthen timeline for CIP projects
- ▶ To maintain or improve capital asset reports issued to departments on an annual basis
- ▶ To increase number of inventories completed bi-annually
- ▶ To increase accuracy of tagging, identification, and timeliness
- ▶ To increase capacity accuracy of capturing donated or exchanged capital assets
- ▶ To increase accuracy of detail components for capital projects
- ▶ To develop a GASB 34 Modified Approach Framework / matrix to evaluate when and where it could be used in the Public Works, Parks and Recreation, and Facilities Departments.

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3. Proposed Scope of Services

3.1 Program Overview

3.1.1 Introduction

GHD's response to the request for proposals included a proposed approach with three distinct, but related, work tracks that would then culminate in a transition or asset management improvement plan (AMIP). The tracks were: Asset Management Standards, Asset Management Systems and Asset Maintenance Requirements.

Based on the original submission and the subsequent discussions with the CAMAT the overall approach has been slightly modified to deliver better value to the City. Primarily, the three proposed tracks have been slightly modified to Asset Management Gap Analysis, Asset Management Systems and Asset Maintenance Requirements.

Additionally, a number of pilot projects have been included in the scope; potentially, two for Public Works and one each for Facilities and Parks and Recreation. The pilot projects will generate asset management plans for the assets selected for each project, and incorporate asset management training sessions. A quality rating for each asset management plan developed will be determined at the start of the process and then an updated rating determined at the end of each pilot to show the extent of improvement in asset management performance occurring as a result of using a structured approach to developing the asset management plans.

3.1.2 Subsequent Phases

Subsequent phases of the project may include the completion of asset management plans for further asset groupings and the development of other business process improvements. These activities would work towards closing gaps in asset management performance against best practice by the City, and increasing the overall quality of asset management planning within the three business units.

The proposed scope of services presented below has been divided into six parts. Some parts are sequential, while others can be undertaken in parallel.

While the Asset Management Program is focused primarily on the Public Works, Facilities, and Parks and Recreation business units, there is value in having other supporting business units such as Information Technology and Finance involved in some of the project stages – particularly when business drivers are being explored and during the introductory training sessions. It is important that managers in the supporting business units have a basic level of understanding of asset management so that when key decisions are made in the future they understand the basis upon which the decisions are being made.

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3.2 Task 1 – Kick Off Meeting and Project Establishment

3.2.1 Introduction

An initial, kick off, meeting will be convened between the CAMAT and the GHD team to confirm the project scope, understand the resource commitment by the City, and review a proposed schedule of work. The first task of the project will be used to determine the project structure, and lines of communication for the project.

At the end of Task 1 the CAMAT and GHD will have developed and agreed a common and shared understanding of the project approach, activities and schedule.

3.2.2 Task 1.1 – Project Structure

This will establish a project structure that defines the various inter-relationships between the City of Plano and the GHD team. It is envisioned that the structure will be in two parts – the first will set out the internal organization structure that currently exists in the Facilities, Public Works, and Parks and Recreation Departments. As there may be significant involvement in the project from City of Plano staff at a number of levels in the organization it is anticipated that the structure chart developed will include all departments within the three business units.

The City's internal organization structure will include high level details of departments that provide support services to the three business units: particularly Information Technology and Finance.

The second component of this task will be the creation of a structure chart that is specific to the project. It will include details of the asset management project governance structure at the City of Plano, the Executive Steering Group and its role, the CAMAT, identification of the project sponsor and the project manager who will lead the project at the City. The structure will include details of the consultant team that will complete the project – GHD, CDM, conXsys, and Salcedo. A consultant team project manager and a series of track leaders will be identified and included in the structure.

3.2.3 Task 1.2 – Communication Plan

A communication plan will be developed and documented that sets out both formal and informal procedures for communication during the project. Experience elsewhere in similar projects highlights the need for a single person within the City to be responsible for formal communication with the consultant team.

The communication plan will include names and contact details for key project team members, and will set our protocols for various types of communications – e.g. meeting minutes, consultant deliverables, contractual communications, and general information sharing.

3.3 Task 1 – Deliverable

A communication plan (to be incorporated into the Project Charter) will be prepared at the end of Task 1.

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3.4 Task 2 – Developing the Program Framework and Project Charter

3.4.1 Introduction

This task involves establishing an asset management program framework that incorporates the strategic business drivers for the three business units, and reflects the Asset Management Program Strategy. It includes a training activity to introduce the CAMAT and other City staff to asset management.

At the end of Task 2 the CAMAT and other City staff will have developed a common understanding in asset management; an asset management framework will have been agreed upon; and, the key business drivers for each of the three business units will have been identified and documented.

3.4.2 Task 2.1 – Training: Asset Management – An Executive Overview

An introductory session of one-half day's duration to provide basic asset management level training to the three business units and support business units will be delivered. Key staff in the three business units, and those in supporting business units, are likely to have different levels of asset management understanding at the commencement of the project. The aim of the introductory training will be to introduce asset management to the CAMAT and other staff.

3.4.3 Task 2.2 – Business Drivers Workshops and SWOT Analyses

Identification and agreement on business drivers is a critical precursor to delivering an effective asset management program. Not only will there be different business drivers between business units, but there is also likely to be variation in business drivers across asset groups within particular business units. There will be different drivers in Facilities than in Parks and Recreation, and different drivers for road assets than for water assets. At the same time, there will be drivers that are common across asset types or business units (e.g. operational safety, recruitment, etc.). Similarly, each business unit will have different and similar strengths and weaknesses, and opportunities and threats.

Workshops will be convened to identify business drivers, and to undertake a SWOT analysis, for each business unit.

3.4.4 Task 2.3 – Project Charter Validation / Project Management Plan

Projects of this type usually have a project charter that provides the fundamental framework for the successful delivery of the project outputs. A project charter will usually contain the following sections:

- ▶ Project Goals and Objectives
- ▶ Project Assumptions
- ▶ Project Approach
- ▶ Project Structure
- ▶ Project Milestones
- ▶ Project Deliverables

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The Project Charter is, in effect, based on the output of the tasks undertaken prior to this task. It is the document that brings together the outcomes from the project structure definition, and communication planning; and, incorporates the output from the key business driver / SWOT analysis workshops.

3.5 Task 2 - Deliverable

GHD will document the findings of all of the previous tasks in a Project Charter. A workshop will be held to validate the Charter to ensure that it encapsulates the aims, and approach for the project. The final document should form the basis for reporting to the Executive Steering Group about progress and completion of the project. In a manner of speaking it establishes the expectations of the Executive Steering Group on those responsible for the delivery of the project, the CAMAT.

3.6 Task 3 – Track 1 – Asset Management Gap Analysis

3.6.1 Introduction

Track 1 is the asset management gap analysis, and is the core part of this program. It is structured around the asset management quality framework illustrated in the figure to the right.

The figure contains the seven primary elements in the framework. The seven elements are further disaggregated to form twenty-three secondary elements, against which a series of questions are asked to develop the understanding of the current performance in asset management by each of the three business units.

The output of Task 3 are comparisons of the performance of each business unit against best practice benchmarks, with each business unit's benchmarking output detailing the gap between the current state and best appropriate practice.

An aggregated result may be generated to represent the state of practice in asset management by the City of Plano, as undertaken within the three business units.



3.6.2 Task 3.1 – Gap Analysis

GHD's GAP-EX™ tool has been developed to enable business units or organizations to determine its current state of asset management knowledge and practices and the determination of the desired state of practice in the future.

A gap analysis is typically conducted in a workshop setting where questions are posed around the practices and process related to seven primary and twenty-three secondary elements. A separate workshop will be held with each business unit to undertake the gap analysis.

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Representatives from the CAMAT are encouraged to participate in all three workshops. This furthers the development of a common understanding and approach to asset management by the three business units.

3.6.3 Task 3.2 – Gap Analysis – Improvement Weightings

The results of the gap analysis work include the gap, for each of the twenty-three secondary elements, between current performance and an overall best practice asset management level of performance for each business unit.

Based upon the detailed questions in the gap analysis process a series of recommendations are generated indicating the processes and practices requiring improvement in order for each gap to be closed.

In order to develop a priority for improvement in asset management performance it is necessary to develop weightings that will be applied to the gaps to determine a relative ranking of importance. A consolidated workshop will be held with representatives from the three business units to review GHD's proposed weightings and to adapt those ratings to meet the City's sense of priorities.

The weightings will be applied to the gap analysis results to prioritize the findings and recommendations.

3.7 Task 3 – Deliverable

At the end of Task 3 a Technical Memorandum setting out the results of the GAP analysis will be issued

3.8 Task 4 – Track 2 – Asset Management Systems

3.8.1 Introduction

Following the gap analysis work two tracks will be undertaken. This track is a review of the asset management systems in use in each of the three business units. The review will be undertaken in the context of the asset management framework, and draw upon the findings from the gap analysis. The findings from this task will be incorporated into the asset management improvement or transition plan that is the final deliverable of the project.

3.8.2 Task 4.1 – Systems – Mapping

There will inevitably be a range of asset management software / systems being used by the three business units. A key component of asset management is developing systems that are integrated and provide the level of information required to enable optimized decisions to be made with regard to asset refurbishment / renewal and maintenance.

This task will involve GHD working with each business unit to determine the software that it uses and the purpose for which it is used. The best way of approaching this task is by interviewing staff about the software systems that are used, and to observe the systems as they are being used.

The aim will be to identify and categorize all software that is used without regard, at this stage, to its functionality and usefulness.

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3.8.3 Task 4.2 – Systems – Functionality Analysis

This task follows logically from the previous one and looks at the functionality of all of the software that was previously identified. This task analyzes the way in which each system is available to a business unit (level and extent), and the manner in which each system is actually used by the business unit (quantity, quality and consistency).

Similar to the previous task, the functional analysis will involve interviews with software owners and operators within each business unit.

This task excludes a systems evaluation where software is categorized into “retain as is”, “upgrade”, “replace” or “not relevant to asset management”. Such an evaluation is likely to form part of the asset management improvement plan or transition plan that is the output of this project.

3.9 Task 4 – Deliverable

A Technical Memorandum will be issued at the conclusion of Task 4 which sets out the findings from the asset management systems and functionality tasks.

3.10 Task 5 – Track 3 – Asset Maintenance Requirements

3.10.1 Introduction

This track is a review of the asset maintenance requirements in each of the three business units. The review will be undertaken in the context of the asset management framework, and draw upon the findings from the gap analysis. The findings from this task will be incorporated into the asset management improvement or transition plan that is the final deliverable of the project.

3.10.2 Task 5.1 – Maintenance – Approach to Maintenance Management

This task will involve interviews with staff to determine the City’s current approach to maintenance management. The aim of the discussions will be to determine what current business processes are used to manage the maintenance of assets, and to develop an understanding of how decisions are made regarding the management of asset maintenance, i.e. policy and programming.

3.10.3 Task 5.2 – Maintenance – Maintenance Scheduling Analysis

As considerable expenditures are incurred in maintaining the City’s assets each year it is important that the current process used to schedule and carry out maintenance work is understood. This task will involve working with City staff to map the process for dealing with maintenance requests from receipt of the initial call to scheduling and completion of the maintenance work, and informing the initial caller. It is only after the current process is understood that improvement strategies can be developed to ensure that maintenance information is collected, analyzed and used in such a manner as to improve maintenance and renewal decision –making. Factors that will be considered under this task include maintenance scheduling, monitoring and control, recording and reporting, maintenance manuals and instructions and program reviews.

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3.11 Task 5 – Deliverable

A further Technical Memorandum will be issued at the end of task 5 which sets out the review of asset maintenance requirements for the three business units.

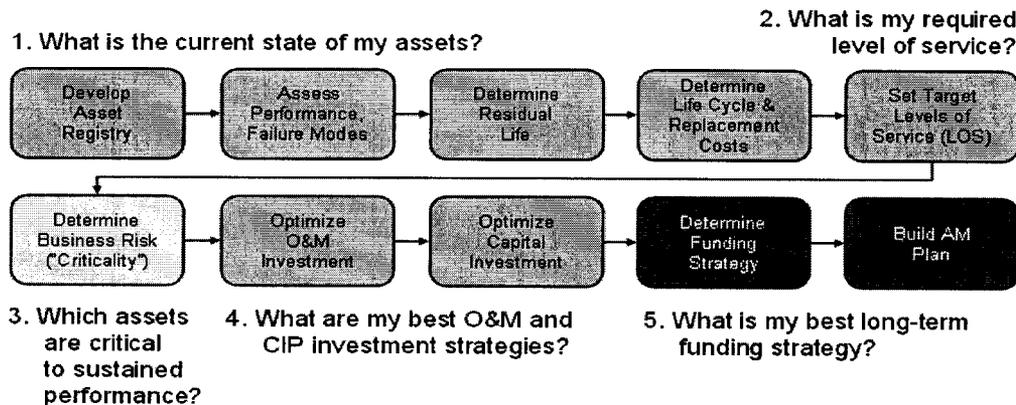
3.12 Task 6 – Pilot Projects – Asset Management Plans

During the initial scope discussions with City Management staff it became evident that there is a real desire to demonstrate the immediate value of asset management by completing one or more actual asset management plans for selected city asset types. Completion of these asset management plans will provide a long term expenditure profile for the maintenance and renewal of each asset.

The pilot projects will provide an indication of the level of confidence that the City can have in asset management practices and processes that are currently being carried out by assessing the quality of asset management planning prior to and at the end of each pilot project.

As there are three business units incorporated in this project it is sensible to include at least one asset type from each business unit for an asset management pilot project. Given the magnitude and breadth of assets that it manages it may be worthwhile, if the budget permits, to include two separate and disparate asset types from Public Works, bringing the total number of pilot projects to four.

The task will involve GHD working with the staff in the business units that manage the assets that have been selected for the pilot projects, using the 10 steps to asset management planning. The 10 step process is built around the 5 core asset management questions, and is the foundation of asset management planning. The 10 steps and the 5 questions are illustrated in the following figure.



As it is vital that the City of Plano understand the 5 core questions and the 10 step process, training in each of the 10 steps will be integrated into each pilot project.

The GHD team will work with City staff to consider such factors as asset inventories, condition assessments, failure modes, residual life, life cycle costs, level of service changes, business risk exposure, asset criticality, maintenance practices, renewal decisions, and funding options.

The asset management plans will be prepared using the existing level of knowledge and information residing within the City of Plano. At the outset of this task there will be need to review the information and data held

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by the City. GHD's fee offer makes a small allowance for the facilitation of the process for gathering such information, but it is assumed that the actual searching and provision of the information and data will be undertaken by business unit staff.

3.13 Task 6 – Deliverable

At the end of Task 6 Asset Management Plans will be prepared for each of the pilot asset groups based on the 10 step process and the information available for each asset selected in the pilot.

3.14 Task 7 – Asset Management Improvement Plan

An Asset Management Improvement Plan [AMIP] provides a roadmap for increasing asset management knowledge and capability across the three business units in the City of Plano, within a defined time frame.

3.15 Task 7 - Deliverable

The final task involves the consolidation of the findings of all of the previous tasks into an AMIP for the City of Plano. The AMIP will be supported by technical memoranda (*previous deliverables*) that describe and encapsulate the City's current state of asset management practice in each of the three tracks – asset management gap analysis, asset managements systems and asset maintenance requirements.

It is envisaged the AMIP will:

- ▶ Incorporate an integrated approach to the City's asset management improvement strategy, based upon the business drivers and project charter identified at the commencement of the project.
- ▶ Contain recommendations for improving asset management performance consistent with the weighted gaps identified during the gap analysis.
- ▶ Identify and comment on the three business unit's asset management systems that currently underpin data, information, and knowledge management.
- ▶ Identify and comment on the three business unit's asset maintenance requirements in the context of improving maintenance management and scheduling.
- ▶ Recommend a number of business process improvements to asset management practice in the three business units.
- ▶ Recommend a continuation of improved asset management planning, incorporating business process improvements where appropriate.
- ▶ Recommend areas where further study is required prior to the development of additional recommendations or improvement projects.

If a workshop needs to be re-scheduled for reasons that are beyond GHD's control (i.e. insufficient Plano staff are available to attend) then additional travel costs will be charged.

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Exhibit B - Schedule
City of Plano
Asset Management Program

	Task	Weeks
Task 1	Kick Off Meeting and Project Establishment	1.5
Task 2 -	Developing the Program Framework and Project Charter	3.5
Task 3	Track 1 - Asset Management Gap Analysis	3.0
Task 4	Track 2 - Asset Management Systems	5.0
Task 5	Track 3 - Asset Maintenance Requirements	6.0
Task 6	Pilot Projects	6.0
Task 7	Asset Management Improvement Plan	9.0
	Total	34.0

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Exhibit C
City of Plano
Asset Management Program

Task	Cost
Task 1 Kick Off Meeting and Project Establishment	\$ 29,195.00
Task 2 - Developing the Program Framework and Project Charter	\$ 27,425.00
Task 3 Track 1 - Asset Management Gap Analysis	\$ 24,305.00
Task 4 Track 2 - Asset Management Systems	\$ 43,565.00
Task 5 Track 3 - Asset Maintenance Requirements	\$ 46,405.00
Task 6 Pilot Projects	\$ 71,220.00
Task 7 Asset Management Improvement Plan	\$ 30,400.00
 Subtotal	 \$ 272,515.00
 Expenses	 \$ 25,000.00
 Total	 \$ 297,515.00

Payment shall be made to the Consultant upon successful completion of each Task and acceptance of the Task by City.

Travel expenses shall be billed at net out-of-pocket cost to the City. Consultant agrees to cap expenses, including travel, at \$25,000.00 for the Project.

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EXHIBIT "D"
CONSULTING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Consultant shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance

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required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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CONSULTING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:

General Liability _____ Professional Liability _____
Automobile Liability _____

27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **GHD CONSULTING, INCORPORATED**, (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Contractor

By:

Signature

Print Name

Title

Date

STATE OF CALIFORNIA §
 §
COUNTY OF ORANGE §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2008.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/23/09		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	5/16/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/16/08
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5556		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Wiginton Hooker Jeffry, P.C., increasing the professional services contract by \$76,525 for Fire Station 12 and Emergency Operations Center and Storage Complex, Contract Modification No. 5.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	745,659	9,782,178	3,155,006	13,682,843
Encumbered/Expended Amount	-745,659	-12,360,893	0	-13,106,552
This Item	0	-76,525	0	-76,525
BALANCE	0	-2,655,240	3,155,006	499,766
FUND(S): FIRE FACILITIES CIP				
COMMENTS: Funds are included in the Fire Facilities Fund. This item, in the amount of \$76,525, will exceed the current year balance by \$2,655,240 for the Fire Station #12/Logistics/EOC project. The overage will be encumbered in the current year and will carry forward into the cash allocations of 2008-09.				
STRATEGIC PLAN GOAL: Professional service contracts associated with fire facilities relate to the City's Goals of Service Excellence and Premier City in which to live.				
SUMMARY OF ITEM				
Engineering Department determined it is more cost effective to modify this professional services contract than to contract separately for HVAC testing and balancing (TAB) and LEED enhanced commissioning. This modification provides the TAB and commissioning, as well as increases the estimated reimbursables for additional services.				
The original contract amount was \$1,037,950.00. With this modification, the revised contract amount is \$1,235,460.00.				
List of Supporting Documents: Contract Modification No. 5		Other Departments, Boards, Commissions or Agencies N/A		

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CONTRACT MODIFICATION

**CITY OF PLANO FIRE STATION NO. 12 AND
EMERGENCY OPERATIONS CENTER AND STORAGE COMPLEX
PROJECT NO. 5556**

**PURCHASE ORDER NO. 103022
CIP NO. 10211**

This shall serve as a **FIFTH** Modification to the Contract between the City of Plano, Texas (hereinafter "City") and **WIGINTON HOOKER JEFFRY, P.C.** (hereinafter "Consultant") dated **APRIL 12, 2006**, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

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

1. Provide post-construction HVAC testing and balancing	\$31,500
2. Provide enhanced LEED Commissioning Services	\$32,775
3. Increase architectural reimbursables to include 15 sets of drawings for contractor	\$10,000
4. Increase architectural reimbursables for LEED submittal fees	<u>\$ 2,250</u>
TOTAL	\$76,525

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$76,525. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

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Correction:

"Contract amount (including previous modifications)" from Modification 4 contained a transcription error. The modification referenced \$1,135,005.00 as the then current contract amount but should have been \$1,135,055.00. This modification corrects that error reflecting the actual current contract amount of \$1,158,935.00.

Original Contract Amount	\$ <u>1,037,950.00</u>
Contract Amount (Including Previous Modifications) (corrected from Modification 4)	\$ <u>1,158,935.00</u>
Amount, Modification No. 5	\$ <u>76,525.00</u>
Revised Contract Amount	\$ <u><u>1,235,460.00</u></u>
Total Percent Increase Including Previous	<u>19.03%</u>

CITY OF PLANO
OWNER

WIGINTON HOOKER JEFFRY, P.C.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: _____

Print Title: City Manager

Print Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, _____ of **WIGINTON HOOKER JEFFRY, P.C.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/23/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	6/16/08		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5815		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To Wiginton Hooker Jeffrey, P.C., decreasing the professional services contract for Fire Station 13 by \$43,895, Contract Modification No. 1.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		25,378	2,224,622	1,350,000	3,600,000
Encumbered/Expended Amount		-25,378	-416,517	0	-441,895
This Item		0	43,895	0	43,895
BALANCE		0	1,852,000	1,350,000	3,202,000
FUND(S): FIRE FACILITIES CIP					
COMMENTS: Funds are included in the 2007-08 Fire Facilities CIP. This modification, decreasing the contract in the amount of \$43,895, will leave a current year balance of \$1,852,000 for the Fire Station #13 project.					
STRATEGIC PLAN GOAL: Contract modifications for fire facilities relate to the City's Goals of Service Excellence and Premier City in which to live.					
SUMMARY OF ITEM					
Original scope and contract amount reflected intent to design and certify the facility as LEED Gold. The architect determined that only LEED Silver rating is attainable due to construction budget limits. This modification reflects the cost of reduced services corresponding to the lower LEED target rating, decreasing the contract by \$50,005.					
Value Engineering during design required consultants to do some redesign in the drawings, resulting in an increased scope of professional services – additional cost \$6,110.					
Total deductive modification is \$43,895, reducing the contract amount to \$390,610.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Contract Modification No. 1		N/A			

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CONTRACT MODIFICATION

**CITY OF PLANO FIRE STATION NO. 13
PROJECT NO. 5815**

**PURCHASE ORDER NO. 103269
CIP NO. 28-10213**

This shall serve as a **FIRST** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **WIGINTON HOOKER JEFFREY, P.C.** (hereinafter "Consultant"), dated **MAY 15, 2007**, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

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

1. Project was contracted with architect to be LEED certified as Gold level. During design of project, it was determined budget was not sufficient to provide construction elements required to meet Gold level; and it was determined that project would be designed with goal of LEED Silver certification. Original architectural fee for LEED Gold was \$120,355; LEED Silver reduces required professional services and decreases contract by \$50,005.
2. Value Engineering during design required consultants to do some redesign in the drawings resulting in an increased scope of professional services – additional cost \$6,110.

Compensation:

For change in scope of services provided pursuant to this Modification, City shall decrease Consultant's contract in the amount of \$43,895.00.

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

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Original Contract Amount	\$	<u>434,505.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>434,505.00</u>
Amount, Modification No. 1	\$	<u>(\$43,895.00)</u>
Revised Contract Amount	\$	<u><u>390,610.00</u></u>
Total Percent Decrease Including Previous Modifications		<u>-10.10%</u>

CITY OF PLANO
OWNER

WIGINTON HOOKER JEFFRY, P.C.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: _____

Print Title: City Manager

Print Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, _____ of **WIGINTON HOOKER JEFFRY, P.C.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/23/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	6-16-08	
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	6/16/08	
Agenda Coordinator (include phone #): Susan Berger (7255)					

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

CAPTION

To approve and authorize an additional services Contract Modification No. 1 with Jones & Boyd, Inc. to provide Landscape Architectural Services in conjunction with improvements to the Plano Transit Village Veloweb in an amount not to exceed \$54,000, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract modifications.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	283,198	4,412,802	0	4,696,000
Encumbered/Expended Amount	-283,198	-2,077,834	0	-2,361,032
This Item	0	-54,000	0	-54,000
BALANCE	0	2,280,968	0	2,280,968

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

COMMENTS: Funds are included in the 2007-08 Park Improvement CIP. This item, in the amount of \$54,000, will leave a current year balance of \$2,280,968 for the Trail Connections project.

STRATEGIC PLAN GOAL: Landscape architectural services for trail improvements relate to the City's Goal of Premier City in Which to Live.

SUMMARY OF ITEM

The original contact with Jones & Boyd, Inc. is for the preparation of bid documents including drawings and specifications for the Plano Transit Village Veloweb. The trail and on-street bicycle route will connect from the Bush Turnpike DART station to the Parker Road DART station. The south end of the trail will connect to an existing trail in Richardson.

The initial project route was to be located in the western portion of the DART light rail right of way from the Bush Turnpike DART station to 10th Street; however, DART has reconsidered the use of this location because of the presence of an existing spur of the Cottonbelt line that they are not willing to abandon. It will now be necessary to redesign the trail for the eastern portion of the DART right-of-way. The additional work will include a survey of the eastern portion of the DART light rail right of way and construction plans will require new design to re-layout the trail, additional civil engineering and structural design due the challenges of the existing railroad embankment and existing drainage channel.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Existing Professional Services Contract \$203,000

Proposed Contract Modification \$54,000

Total revised professional services fee \$257,000

The project is being partially funded by a Federal Grant administered by the Texas Department of Transportation. The estimated construction cost for the project is \$2,000,000 with \$1,209,000 being funded by the federal grant and \$791,000 by the City.

Jones & Boyd, Inc. was selected for this project by City Council on 3/27/06 via RFP No. B012-04.

List of Supporting Documents:

Location Map

Contract Modification

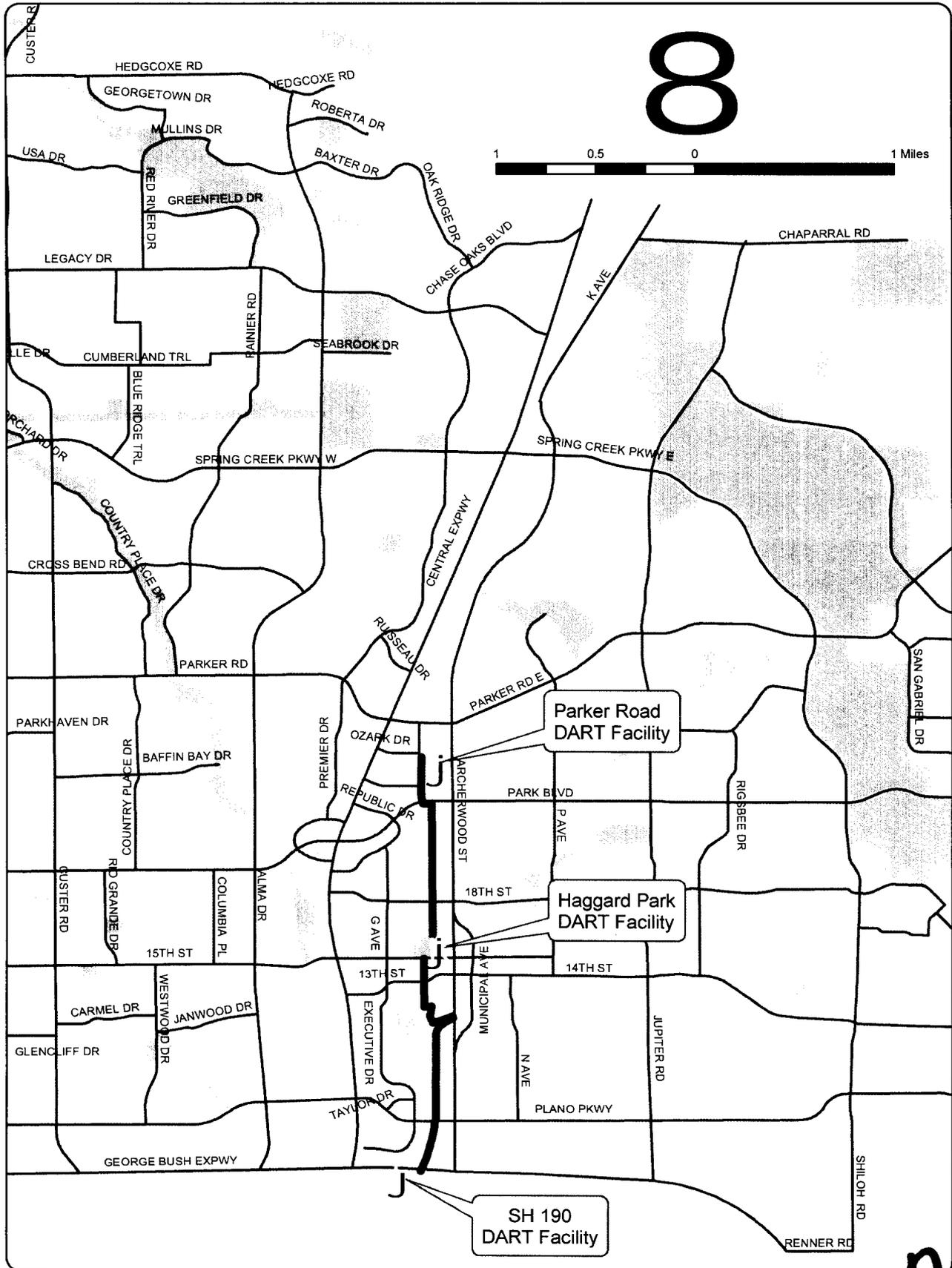
Other Departments, Boards, Commissions or Agencies

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Location Map

Plano Transit Village Veloweb Project #5435.1



c:\Proposed Trails\mod\prop_this.mxd T.L.B. 6-12-08

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CONTRACT MODIFICATION

**PLANO TRANSIT VILLAGE VELOWEB – PHASE II
PROJECT NO. 5435.1**

**PURCHASE ORDER NO. 103030
CIP NO. 32-22342-8321**

This shall serve as a **Modification No. 1** to the Contract between the City of Plano, Texas (hereinafter "City") and **Jones & Boyd, Inc.** (hereinafter "Consultant") dated **3/27/06** for **Professional Landscape Architectural Services** for the referenced project (hereinafter "Project").

Services:

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

DART right-of-way from S.H. 190 to 12th Street:

Relocate the proposed trail from the west side of the DART ROW to the east side. This relocation will require additional route survey, design to re-layout the trail, as well as additional civil engineering and structural design as the trail will be cut into the existing railroad embankment and an existing drainage channel that will have to be enclosed.

Avenue I from 12th Place (Douglass Artwall) to 15th Street:

Reclassify the street as a bike route, use the existing sidewalks on the west side of the street and use way-finding signage. Explore the possibility of sidewalk replacement with a wider walk on the west side in this section. This route will require additional route survey and modifications to the current plans as well as design to re-layout the bike/ped routes and signage. Crossing improvements at 12th St/Southwestern Avenue/J Avenue, 12th Place, 13th, 14th and 15th will be needed.

Avenue I from Haggard Park to 22nd Street:

Eliminate the street width reduction and the proposed trail on the east side of Avenue I. Reclassify the street as a bike route, use the existing sidewalks on the west side of the street and use way finding signage. Explore the possibility of sidewalk replacement with a wider walk on the west side in this section. This route will require additional route survey and modifications to the current plans as well as design to re-layout the bike/ped routes and signage. Crossing improvements at 16th, 17th, 18th, 19th, Haggard, 20th, 21st and 22nd will be needed.

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Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$54,000. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	<u>\$ 203,000.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 203,000.00</u>
Amount, Modification No. 1	<u>\$ 54,000.00</u>
Revised Contract Amount	<u>\$ 257,000.00</u>
Total Percent Increase Including Previous	<u>26.60%</u>

CITY OF PLANO
OWNER

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Title: City Manager

Date: _____

JONES & BOYD, INC.
CONSULTANT

By:  _____
(signature)

Print
Name: Charles B. McKinney

Print
Title: Executive Vice President

Date: 6/6/08

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

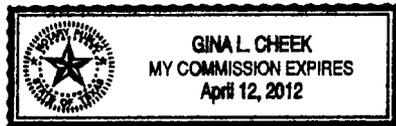
n-5

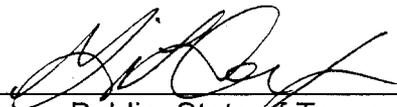
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 6th day of June, 2008, by **CHARLES B. MCKINNEY, EXECUTIVE VICE PRESIDENT**, of Jones & Boyd, Inc., a Texas corporation, on behalf of said corporation.





Notary Public, State of Texas

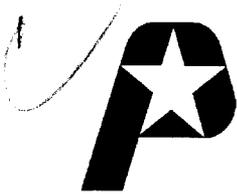
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>John Delatos</i>	
Agenda Coordinator (include phone #):		Lynne Jones - 7109		
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, FINDING JOSEPH CABEZUELA IS ENTITLED TO DEFENSE REPRESENTATION PURSUANT TO CITY CODE OF ORDINANCES IN CONNECTION WITH THE MATTER OF LINDA SANDERS-BURNS, INDIVIDUALLY AND AS HEIR OF THE ESTATE OF ANTHONY DEMILLE SANDERS V. CITY OF PLANO AND POLICE OFFICER JOSEPH CABEZUELA, INDIVIDUALLY, CAUSE NO. 366-01297-2008, IN THE 366TH DISTRICT COURT OF COLLIN COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Pursuant to City Ordinance regarding defense of employees, City Council recommends defense representation be provided for Joseph Cabezuela in the lawsuit entitled Linda Sanders-Burns, individually and as heir of the Estate of Anthony DeMille Sanders v. City of Plano and Police Officer Joseph Cabezuela, Individually, Cause No. 366-01297-2008, in the 366 th District Court of Collin County, Texas.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

0-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>6/16/08</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>6/16/08</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
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 First Amendment of the Interlocal Cooperative Agreement between Denton County, Texas, and the City of Plano, Texas, providing for the reimbursement of expenses relating to the design and construction of SH 121 water line from east of Spring Creek Parkway to Dallas North Tollroad; authorizing its execution by the City Manager, or in his absence an Executive Director, and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	250,000	0	250,000
BALANCE	0	250,000	0	250,000
FUND(S): WATER CIP				
COMMENTS: This item allows the City to amend an existing interlocal agreement with Denton County for the SH 121 Water Line – Spring Creek to DNT project. If this request is approved, Denton County will remit to the City an additional \$250,000, bringing the Denton County contribution to \$775,000 for design and construction of SH 121 Water Line.				
STRATEGIC PLAN GOAL: Interlocal agreements for water line projects relate to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
Denton County has agreed to fund an additional \$250,000 for the design and construction of the SH 121 water line. The total funding is \$775,000. The resolution authorizes the City Manager to execute an amendment to the original agreement.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

P-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FIRST AMENDMENT OF THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF PLANO, TEXAS, PROVIDING FOR THE REIMBURSEMENT OF EXPENSES RELATING TO THE DESIGN AND CONSTRUCTION OF SH 121 WATER LINE FROM EAST OF SPRING CREEK PARKWAY TO DALLAS NORTH TOLLROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an Interlocal Cooperative Agreement with Denton County for the reimbursement of funding for the SH 121 water line, dated January 10, 2006; and

WHEREAS, construction costs have increased since the project was planned and Denton County is in agreement to provide additional funding for the design and construction of the SH 121 water line; and

WHEREAS, the City Council has been presented with a First Amendment to the Interlocal Cooperative Agreement between Denton County and Plano, Texas, providing for additional funding for the design and construction of the SH 121 water line from east of Spring Creek Parkway to Dallas North Tollroad, 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, 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 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.

P2

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

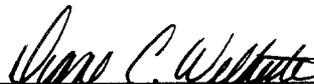
DULY PASSED AND APPROVED the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF DENTON

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF PLANO, TEXAS**

THIS AMENDMENT is made and entered into on the date upon which all parties sign this document, by and between Denton County, Texas, a corporate and political body under the laws of the State of Texas, hereinafter "the County," and the City of Plano, Texas, a political subdivision of the State of Texas, hereinafter "the City," to amend the Interlocal Cooperation Agreement, hereinafter "the ICA," entered into between the parties on January 10, 2006, for the purpose of relocating the waterline on SH 121 which is specifically located within the boundaries of the City of Plano in Denton County Commissioner Precinct #2, hereinafter "the Project."

WHEREAS, under the original ICA, which was approved by the Denton County Commissioners Court on January 10, 2006, the County agreed to reimburse the City for construction costs associated with installation of the waterline. The initial estimated cost for the Project was \$525,000.00.

NOW, THEREFORE, the County and the City for the mutual consideration hereinafter stated agree to amend Section I and Section IV of the ICA to reflect the increased cost engineering and construction for the Project. All other terms and conditions of the ICA are hereby affirmed by the parties.

I.

In performance of this Amended Agreement, the County agrees to reimburse the City an additional \$250,000.00 for additional engineering and construction costs for this Project. The revised estimated total cost for this Project is \$775,000.00. The County is to reimburse the City within thirty (30) calendar days of receipt from the City.

All other terms and conditions of the ICA are hereby affirmed by the parties.

EXECUTED in triplicate originals.

DENTON COUNTY, TEXAS

CITY OF PLANO, TEXAS

By: _____

Hon. Mary Horn, Denton County Judge
Acting on behalf of and by authority of the
Denton County Commissioners Court.

By: _____

Hon. Pat Evans, Mayor of Plano
Acting on behalf of and by authority of the
City of Plano, Texas.

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

Cynthia Mitchell
Deputy, County Clerk

By: _____

City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Assistant District Attorney

By:  _____

City Attorney

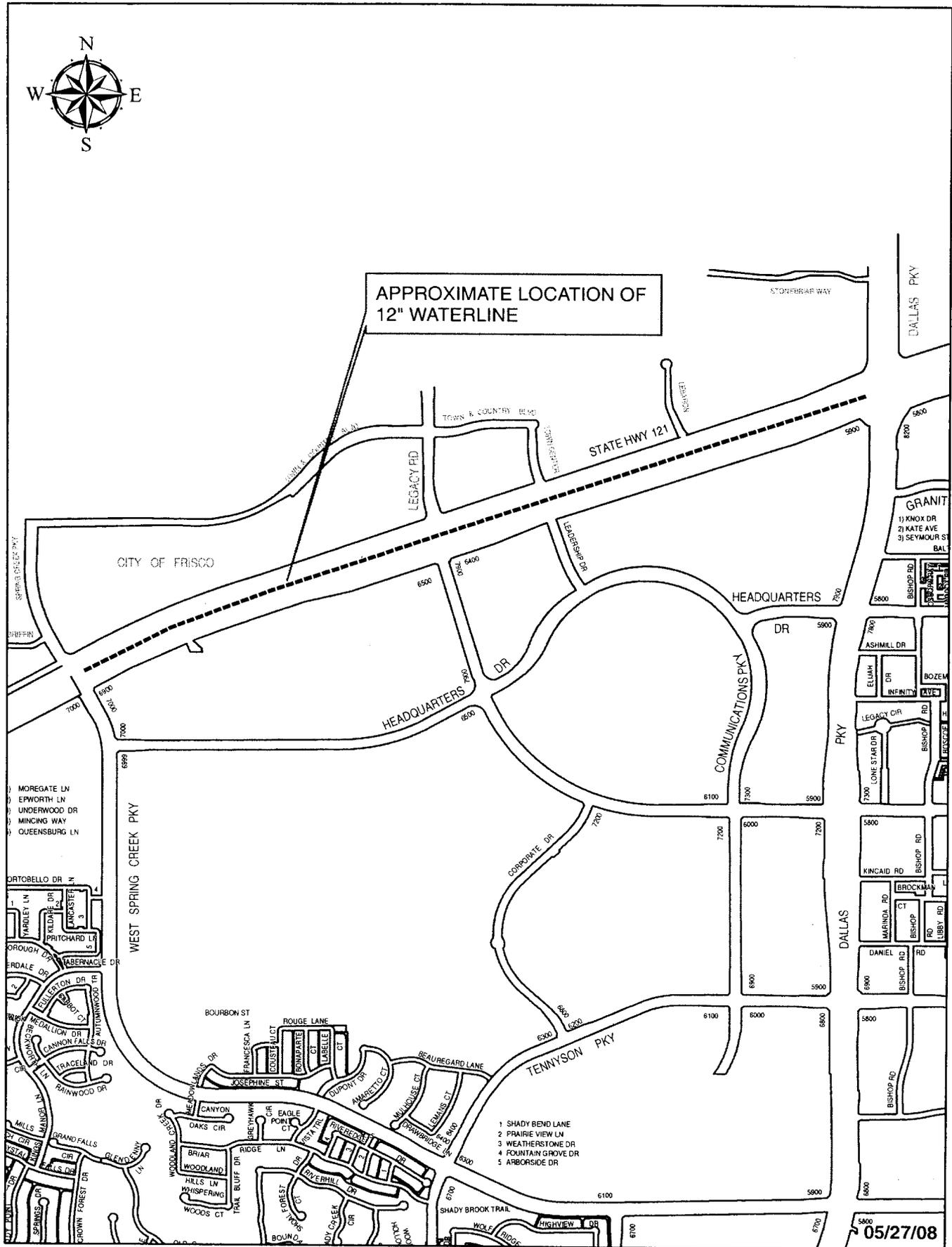
TOWN AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$250,000.00 to accomplish and pay the obligation of the County of Denton under this agreement.

James Wells, Denton County Auditor

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STATE HIGHWAY 121 WATERLINE



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LOCATION MAP



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i> 6/17/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/17/08	
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Reimbursement Agreement by and between the City of Plano and EPIC 121 Commercial, G.P., L.L.C., providing for the reimbursement of expenses relating to the engineering services for the design of SH 121 Water Line from east of Spring Creek Parkway to Dallas North Tollroad; authorizing its execution by the City Manager, or in his absence an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	615,000	0	615,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-50,200	0	-50,200
BALANCE	0	564,800	0	564,800
FUND(S): WATER CIP				
COMMENTS: Funds are included in the 2007-08 Water CIP. This reimbursement agreement, in the amount of \$50,200, will leave a current year balance of \$564,800 for the SH 121 Water – Spring Creek to DNT project.				
STRATEGIC PLAN GOAL: Agreements for engineering design for water line projects relate to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
EPIC 121 previously agreed to provide the engineering design plans for a 12-inch water line along SH 121 from Spring Creek Parkway to Dallas North Tollroad. Funding for construction is provided through an Interlocal Agreement with Denton County. After the preliminary plans were prepared, TxDOT requested significant design changes. EPIC 121 is requesting that they be reimbursed the costs of additional engineering services. Denton County is modifying their Interlocal Agreement with Plano to provide an additional \$250,000 to pay for additional construction costs and the engineering. The attached resolution authorizes the City Manager to execute a Reimbursement Agreement with EPIC 121 to reimburse \$50,200 for engineering services.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

2-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND EPIC 121 COMMERCIAL, G.P., L.L.C., PROVIDING FOR THE REIMBURSEMENT OF EXPENSES RELATING TO THE ENGINEERING SERVICES FOR THE DESIGN OF SH 121 WATER LINE FROM EAST OF SPRING CREEK PARKWAY TO DALLAS NORTH TOLLROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved funding for the design and construction of SH 121 Water Line from east of Spring Creek Parkway to Dallas North Tollroad in the 2007-08 Community Investment Program; and

WHEREAS, EPIC 121 Commercial, G.P., L.L.C., ("EPIC") requested that they initiate the engineering design services for SH 121 Water Line and that the City of Plano reimburse them for actual costs associated with such design services; and

WHEREAS, the City Council has been presented a Reimbursement Agreement by and between the City of Plano and EPIC, providing for the reimbursement of expenses relating to the engineering services for the design of SH 121 Water Line from east of Spring Creek Parkway to Dallas North Tollroad, 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, 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.

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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 immediately upon its passage.

DULY PASSED AND APPROVED the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

9-3

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the effective date as hereinafter provided, by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("City"), and **EPIC 121 COMMERCIAL, LTD.**, a Texas limited partnership ("EPIC").

WHEREAS, EPIC has previously paid for the engineering design for the SH 121 Water Line project, which includes the extension of a 12-inch water line along SH 121 from east of Spring Creek Parkway to the Dallas North Tollroad; and

WHEREAS, major design modifications were required by the Texas Department of Transportation, which required significant design changes costing \$50,200; and

WHEREAS, the City of Plano and Denton County have previously entered into an Interlocal Agreement ("ILA") for the construction costs for the SH 121 Water Line and proposed to modify the ILA to additional funding for increased construction costs and for engineering costs; and

WHEREAS, EPIC has requested that Plano reimburse EPIC for the additional engineering costs in the amount of \$50,200; and

WHEREAS, Plano has included the SH 121 Water Line in the 2007-08 and 2008-09 Community Investment Programs, including funding for construction and engineering as being reimbursed by Denton County; and

WHEREAS, in consideration of the City's reimbursement for the additional engineering design costs of \$50,200, EPIC will assign to Plano any and all rights to the engineering plans related to the SH 121 Water Line.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to receipt of the considerations, EPIC hereby assigns and transfers to the City any and all of their respective rights, title and interest to the engineering design plans for SH 121 Water Line.

2. The City agrees to reimburse EPIC within thirty (30) days of receiving the final engineering design plans for the SH 121 Water Line.

9-4

3. This Reimbursement Agreement is governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action to enforce any terms of this Reimbursement Agreement is Collin County, Texas.

4. This Reimbursement Agreement embodies the complete agreement of the parties regarding the subject matter hereof and supersedes all oral or written previous and contemporary agreements between and among the parties covered herein, except as otherwise provided herein, and cannot be modified without written agreement of each of the parties hereto.

5. The effective date shall be the last date of any signature of a party as set forth below.

CITY OF PLANO, TEXAS, a home rule municipal corporation

Date: _____

By: _____
THOMAS H. MUEHLENBECK
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee
City Attorney

EPIC 121 Commercial, Ltd.
A Texas limited partnership

By: **EPIC 121 Commercial, G.P., L.L.C., A Texas limited liability company, Its general partner**

Date: _____

By: _____
ADDISON WILSON III
President

2.5

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, for and on behalf of said corporation.

Notary Public, State of Texas

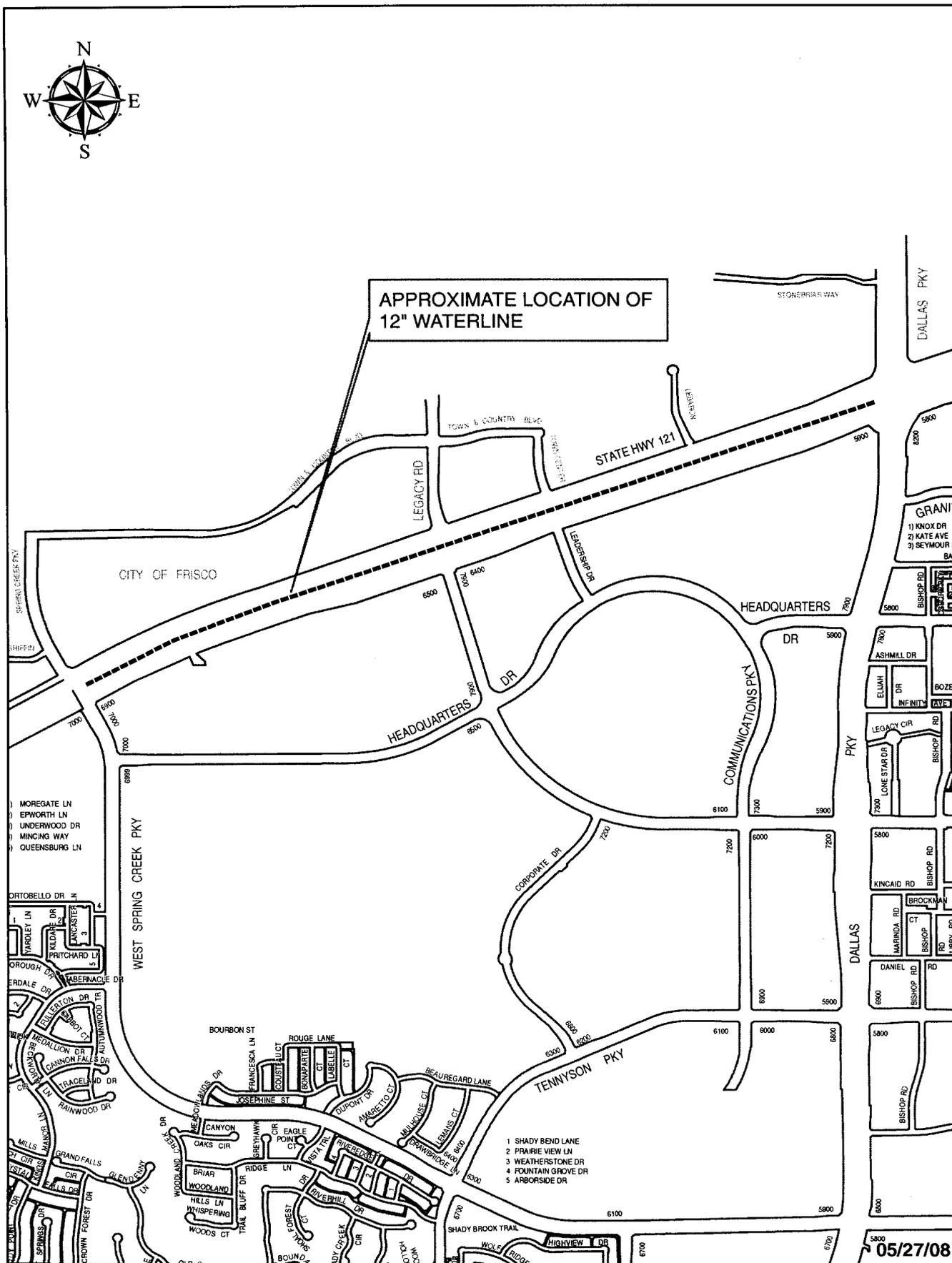
STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2008, by **ADDISON WILSON III**, President of **EPIC 121 COMMERCIAL, G.P., L.L.C.**, a Texas limited liability company, General Partner of **EPIC 121 COMMERCIAL, LTD.**, a Texas limited partnership, for and on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

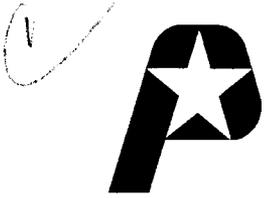
9-6

STATE HIGHWAY 121 WATERLINE



LOCATION MAP

9-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal <i>awly</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Diane Zucco <i>Diane Zucco</i>	Executive Director		
Dept Signature:		City Manager	<i>JKW</i>	<i>6/18/08</i>
Agenda Coordinator (include phone #):		Kristy Land x5175		
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 PLANO CITY COUNCIL AFFIRMING THE APPOINTMENT OF A BOARD MEMBER TO SERVE ON THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS AS PROVIDED IN CHAPTER 452 OF THE TEXAS TRANSPORTATION CODE AND PROVIDING AN EFFECTIVE DATE.				
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		
Resolution				

r-1

RESOLUTION NO. _____

A RESOLUTION OF THE PLANO CITY COUNCIL AFFIRMING THE APPOINTMENT OF A BOARD MEMBER TO SERVE ON THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS AS PROVIDED IN CHAPTER 452 OF THE TEXAS TRANSPORTATION CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council desires to appoint a full DART board member to serve the remainder of a current term and further to represent the City of Plano for a term to begin July 2008 and has duly considered candidates.

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

Section I. The City of Plano appoints Loretta Ellerbe to serve as the full DART Board Member to represent the City of Plano for the remainder of the current term and for the term beginning on July 1, 2008.

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

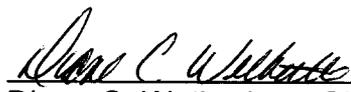
DULY PASSED AND APPROVED this the _____ day of _____ 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

r-2
DARTRES08



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/23/08	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Sustainability & Environmental Services	Initials	Date	
Department Head	Nancy Nevil	Executive Director	<i>JS</i>	6-16-08
Dept Signature:	<i>Nancy Nevil</i>	City Manager	<i>JS</i>	6/16/08
Agenda Coordinator (include phone#):		Tiffany Stephens x4264		
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, SUPPORTING THE REGIONAL TRANSPORTATION COUNCIL AND THE AIR NORTH TEXAS CAMPAIGN; AND PROVIDING AND EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
The North Central Texas Council of Governments has formed alliances with public and private entities in the region to assist and support in the development of the Air North Texas campaign elements, and the dissemination of information.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING THE REGIONAL TRANSPORTATION COUNCIL AND THE AIR NORTH TEXAS CAMPAIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the City of Plano supports the Regional Transportation Council and the goals and mission statements of the *Air North Texas* campaign; and,

WHEREAS, the Dallas-Fort Worth area is a federally designated nonattainment area for the pollutant ozone and air quality impacts the public and economic health of the entire region; and,

WHEREAS, the primary goal of air quality management is the protection of public health and welfare, reducing and improving the health impacts caused predominantly by mobile-source emissions with the assistance of partnering entities while preserving the economic vitality of the region; and,

WHEREAS, the North Central Texas Council of Governments has formed alliances with public and private entities in the region to assist and support in the development of the *Air North Texas* campaign elements, and the dissemination of information; and,

WHEREAS, the *Air North Texas* campaign is a collaborative initiative involving partners from public, private and non-profit entities that will promote a consistent regional message; and,

WHEREAS, the *Air North Texas* campaign is committed to increasing air quality awareness to citizens and residents in the North Texas region.

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

Section I: Plano will support the *Air North Texas* mission through appropriate placement of the *Air North Texas* brand/logo on printed collateral for air quality efforts and initiatives, or where applicable.

Section II: Plano will provide a link to the official *Air North Texas* campaign Web site on www.livegreeninplano.gov and encourage the general public to sign up as an *Air North Texas* member to promote clean air.

Section III: Plano will provide air quality education and outreach through existing and future presentations, events, publications, educational materials, marketing collateral, and services.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2008.

Pat Evans, 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		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/23/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Building Inspections			Initials
Department Head	Selso Mata	Executive Director	Date	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/10/08	
Agenda Coordinator (include phone #): Diana Gallegos, 5993				
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 ORDINANCE NO. 2008-4-39, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE XX, RESIDENTIAL CODE, DIVISION 2, SECTION 6-710, DELETIONS, ADDITIONS, AMENDMENTS OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING APPENDIX P OF THE INTERNATIONAL RESIDENTIAL CODE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Staff and the Building Standards Commission recommend the deletion of Appendix P from the International Residential Code. This will eliminate the requirement to sprinkler all new homes or townhomes.				
List of Supporting Documents: Appendix P from the 2006 International Residential Code		Other Departments, Boards, Commissions or Agencies Building Standards Commission		

t-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2008-4-39, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE XX, RESIDENTIAL CODE, DIVISION 2, SECTION 6-710, DELETIONS, ADDITIONS, AMENDMENTS OF THE CITY OF PLANO CODE OF ORDINANCES BY DELETING APPENDIX P OF THE INTERNATIONAL RESIDENTIAL CODE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, subject to certain modifications, the City Council approved and adopted the 2006 Edition of the International Residential Code in Ordinance No. 2008-4-39 as the Residential Code of the City of Plano on April 28, 2009; and

WHEREAS, the City Council finds that certain Appendixes must be deleted from the 2006 Edition of the International Residential Code, Ordinance No. 2008-4-39 as the Residential Code of the City of Plano; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion that deleting Appendix P is necessary to provide for effective administration and enforcement of standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ORDAINS THAT:

Section I. The City Council hereby amends Ordinance No. 2008-4-39, codified as Chapter 6, Article XX, *Residential Code*, Division 2, Section 6-710, of the Code of Ordinances of the City of Plano as follows:

Deleting Appendix P; Sprinkling in its entirety

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

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

t-2

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

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

DULY PASSED AND APPROVED this, the ____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

t-3

APPENDIX P SPRINKLING

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

AP101 Fire sprinklers. An approved automatic fire sprinkler system shall be installed in new one- and two-family dwellings and townhouses in accordance with Section 903.3.1 of the *International Building Code*.

t-4

(1) **Public Hearing and consideration of ordinances as requested in Zoning Cases 2008-52, 2008-54 through 2008-57** all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.

- (1a) **Zoning Case 2008-52** – Request to rescind Specific Use Permit #7 for Private Club on 0.7± acre located at the northeast corner of U.S. Highway 75 and Republic Drive. Zoned Corridor Commercial.
- (1b) **Zoning Case 2008-54** – Request to rescind Specific Use Permit #551 for Private Club on 0.1± acre located on the west side of Bishop Road, 500± feet south of Legacy Drive. Zoned Planned Development-65-Central Business-1.
- (1c) **Zoning Case 2008-55** – Request to rescind Specific Use Permit #557 for Private Club on 0.1± acre located 180± feet west of Preston Road, 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2.
- (1d) **Zoning Case 2008-56** – Request to rescind Specific Use Permit #562 for Private Club on 0.1± acre located 100± feet west of U.S. Highway 75, 75± feet south of Enterprise Drive. Zoned Corridor Commercial.
- (1e) **Zoning Case 2008-57** – Request to rescind Specific Use Permit #556 for Private Club on 44.3± acres located at the southwest corner of Spring Creek Parkway and Jupiter Road. Zoned General Office.

All of the above locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

1-1

DATE: June 3, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 2, 2008

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2008-52
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #7 for Private Club on 0.7± acre located at the northeast corner of U.S. Highway 75 and Republic Drive. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 23, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

1a-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 2, 2008

Agenda Item No. 6A

Public Hearing: Zoning Case 2008-52

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #7 for Private Club on 0.7± acre located at the northeast corner of U.S. Highway 75 and Republic Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #7 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Zenna Thai & Japanese restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

1a-2

ORDINANCE NO. _____
(Zoning Case 2008-52)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 95-12-21; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 7 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON 0.7± ACRE OF LAND OUT OF THE JOHN SALMON SURVEY, ABSTRACT NO. 814, LOCATED AT THE NORTHEAST CORNER OF U.S. HIGHWAY 75 AND REPUBLIC DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of June, 2008, for the purpose of considering rescinding Specific Use Permit No. 7 for the additional use of Private Club on 0.7± acre of land out of the John Salmon Survey, Abstract No., 815, located 0.1 acre located at the northeast corner of U.S. Highway 75 and Republic Drive in the City of Plano, Collin County, Texas; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of June, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 7 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

1a-3

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

Section I. Ordinance No. 95-12-21, duly passed and approved by the City Council of the City of Plano, Texas, on December 11, 1995, granting Specific Use Permit No. 7 for the additional use of Private Club on 0.7± acres of land out of the John Salmon Survey, Abstract No. 814, located at the northeast corner of U.S. Highway 75 and Republic Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 7 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

Section 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(a) 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.

1a-4
ORDINANCE 2008-52

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

PASSED AND APPROVED THIS THE 23RD DAY OF JUNE, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1a-5

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the John Salmon Survey, Abstract No. 814, Collin County, Texas, and being more particularly described as follows:

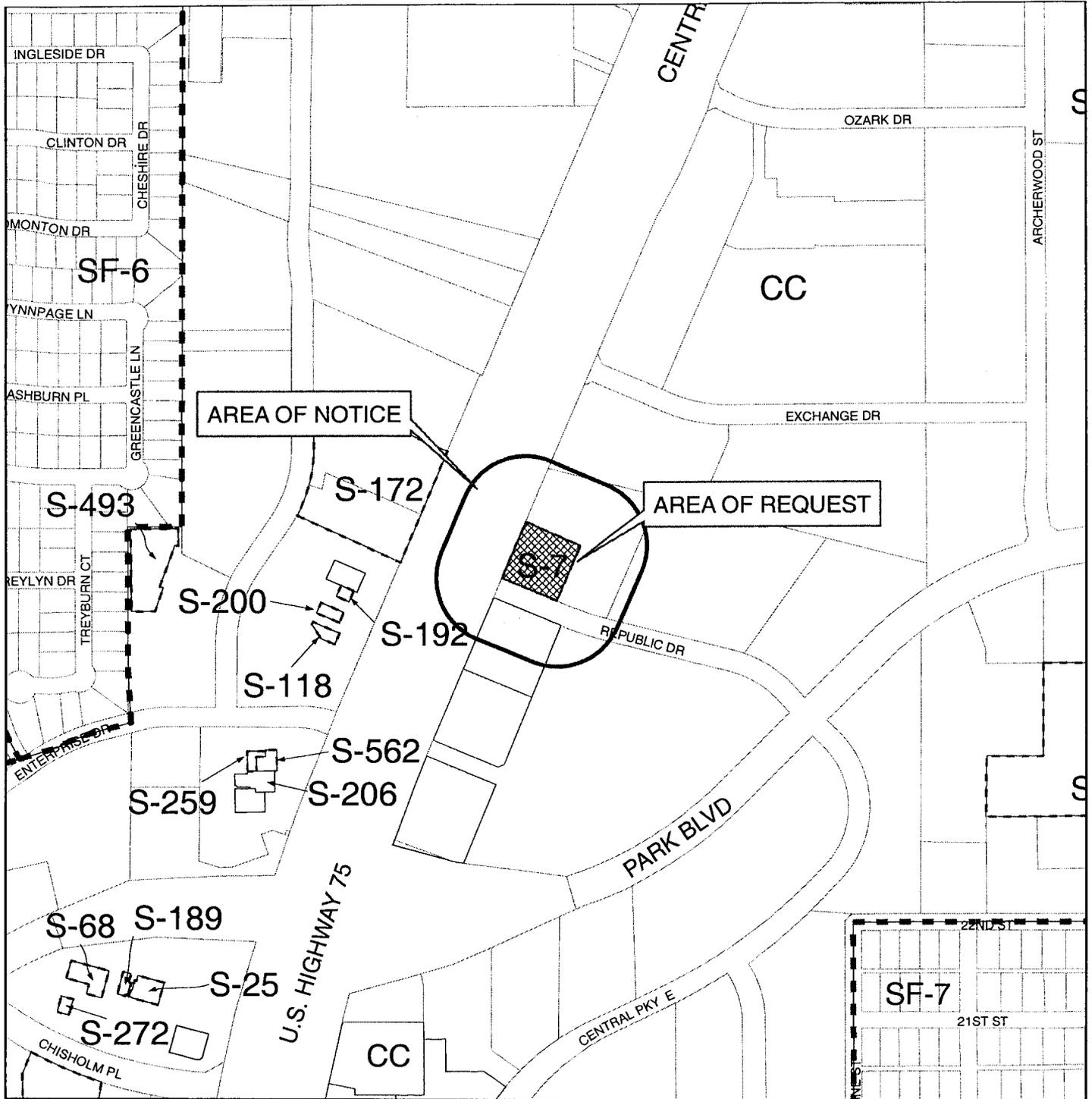
BEGINNING at an "x" cut at the southwest corner of K Bob's Plano Addition, 73.87 feet north of the north right-of-way line of Republic Drive (a 65-foot right-of-way) and 98.43 feet east of the east right-of-way line of U.S. Highway 75 (a 300-foot right-of-way);

THENCE North 22° 48' 28" East, along the west building line of said addition 70.23 feet to an "x" cut for corner;

THENCE North 23° 52' 00" East, along the north building line of said K Bob's Addition, 78.23 feet to an "x" cut for corner;

THENCE North 67° 11' 32" West, 73.87 feet north of the north right-of-way line of Republic Drive, 70.23 feet to an "x" cut for corner to the POINT OF BEGINNING and CONTAINING 0.1 acre or 5,057 square feet.

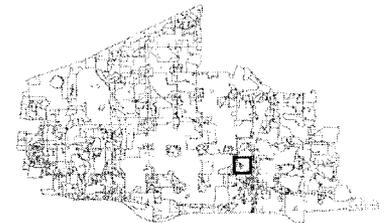
1a-6
Z:ORDV C2008-52



Zoning Case #: 2008-52

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #7

○ 200' Notification Buffer



1a.7

1a-8

DATE: June 3, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 2, 2008

**AGENDA ITEM NO. 6B - PUBLIC HEARING
ZONING CASE 2008-54
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #551 for Private Club on 0.1± acre located on the west side of Bishop Road, 500± feet south of Legacy Drive. Zoned Planned Development-65-Central Business-1.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 23, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

1b-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 2, 2008

Agenda Item No. 6B

Public Hearing: Zoning Case 2008-54

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #551 for Private Club on 0.1± acre located on the west side of Bishop Road, 500± feet south of Legacy Drive. Zoned Planned Development-65-Central Business-1.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #551 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Taco Diner - Legacy operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

1b-2

ORDINANCE NO. _____
(Zoning Case 2008-54)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2004-10-14; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 551 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON 0.1± ACRE OF LAND OUT OF THE HENRY COOK SURVEY, ABSTRACT NO. 183, AND THE MARIA C. VELA SURVEY, ABSTRACT NO. 935, LOCATED ON THE WEST SIDE OF BISHOP ROAD, 500± FEET SOUTH OF LEGACY DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of June, 2008, for the purpose of considering rescinding Specific Use Permit No. 551 for the additional use of Private Club on 0.1± acre of land out of the Henry Cook Survey, Abstract No. 183, and the Maria C. Vela Survey, Abstract No. 935, located on the west side of Bishop Road, 500± feet south of Legacy Drive in the City of Plano, Collin County, Texas; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of June, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 551 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 2004-10-14, duly passed and approved by the City Council of the City of Plano, Texas, on October 11, 2004, granting Specific Use Permit No. 551 for the additional use of Private Club on 0.1± acre of land out of the Henry Cook Survey, Abstract No. 183, and the Maria C. Vela Survey, Abstract No. 935, located on the west side of Bishop Road, 500± feet south of Legacy Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 551 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances affectuated 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(a) 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.

1b-4
Z:ORDIZ 2008-54

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, and the Maria C. Vela Survey, Abstract No. 935, in the City of Plano, Collin County, Texas, and being a portion of Lot 2, Block E of Legacy Town Center South, an Addition to the City of Plano, Texas, according to the map or plat thereof recorded in Volume M at Page 47 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows, (bearings based on the west right-of-way line of Bishop Road as dedicated in said Legacy Town Center (South), said bearing being north):

COMMENCING at the southeast corner of said Lot 2, Block E, same being the intersection of the north right-of-way line of Kincaid Road, (a 54 foot wide right-of-way) with the west right-of-way line of Bishop Road, (an 82 foot wide right-of way);

THENCE north, along the east line of said Lot 2, Block E and the west right-of-way line of said Bishop Road, a distance of 82.98 feet to a corner;

THENCE east, departing the east line of said Lot 2, Block E and the west right-of-way line of said Bishop Road, a distance of 5.08 feet to a corner;

THENCE north, a distance of 58.90 feet to a corner and the POINT OF BEGINNING;

THENCE west, and generally along a defined lease line, a distance of 72.53 feet to a corner;

THENCE south, and generally along a defined lease line, a distance of 28.65 feet to a corner;

THENCE west, and generally along a defined lease line, a distance of 06.13 feet to a corner;

THENCE north, and generally along a defined lease line, a distance of 05.81 feet to a corner;

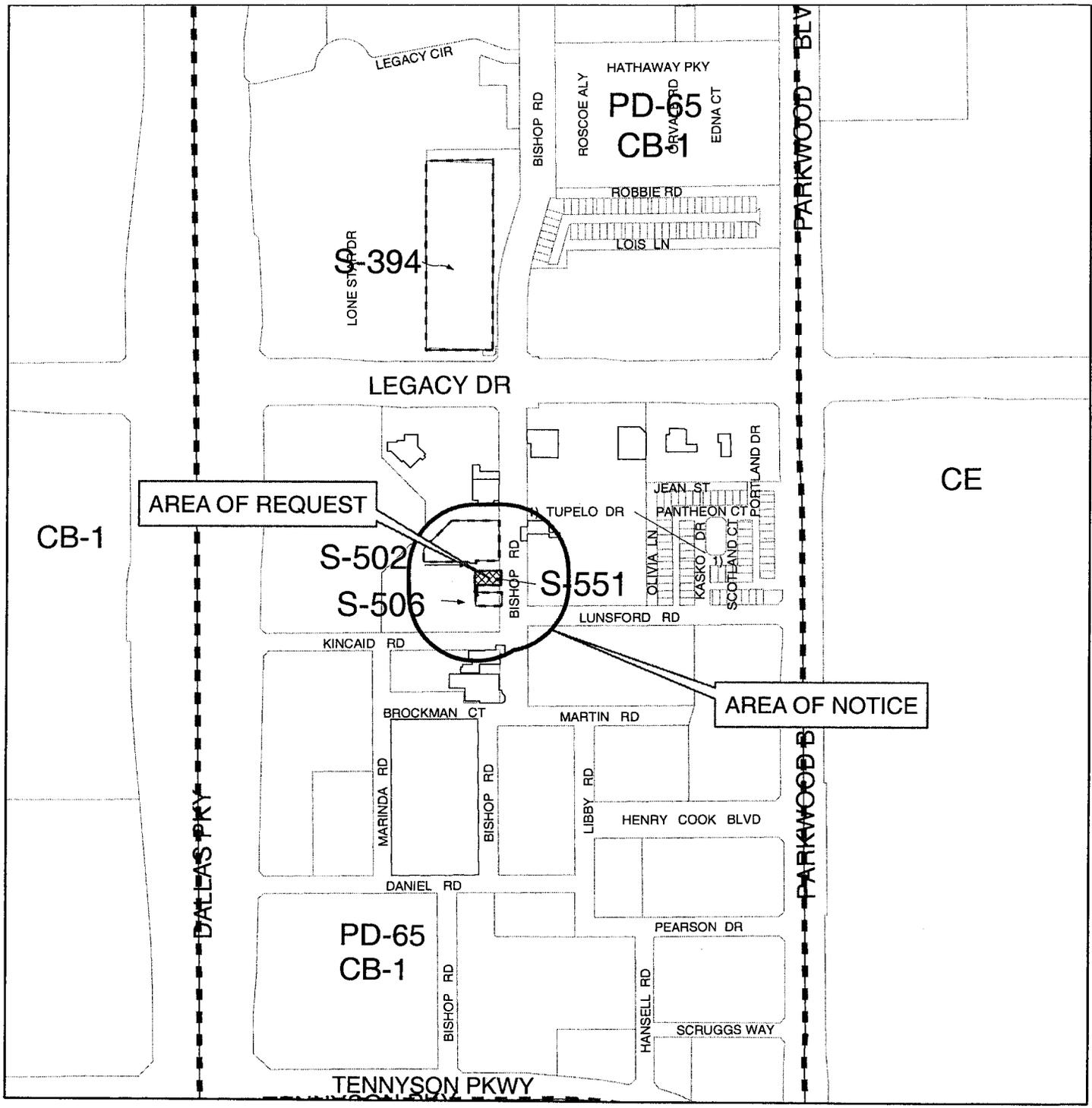
THENCE west, and generally along a defined lease line, a distance of 01.11 feet to a corner;

THENCE north, and generally along a defined lease line, a distance of 65.96 feet to a corner;

THENCE west, and generally along a defined lease line, a distance of 79.77 feet to a corner;

THENCE south, a distance of 43.13 feet to the POINT OF BEGINNING and CONTAINING 0.084 of an acre of land, more or less.

1b-6
Z:ORF ZC2008-54



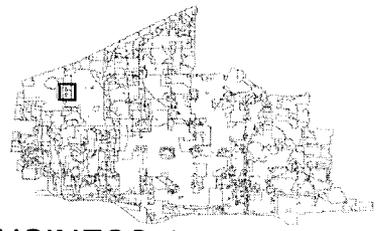
Zoning Case #: 2008-54

Existing Zoning: PLANNED DEVELOPMENT-65-CENTRAL BUSINESS-1
 w/SPECIFIC USE PERMIT #551/
 DALLAS NORTH TOLLWAY OVERLAY DISTRICT

○ 200' Notification Buffer



1b-7



DATE: June 3, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 2, 2008

**AGENDA ITEM NO. 6C - PUBLIC HEARING
ZONING CASE 2008-55
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #557 for Private Club on 0.1± acre located 180± feet west of Preston Road, 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 23, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

1c.1

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 2, 2008

Agenda Item No. 6C

Public Hearing: Zoning Case 2008-55

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #557 for Private Club on 0.1± acre located 180± feet west of Preston Road, 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #557 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Olea operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

1c-2

ORDINANCE NO. _____
(Zoning Case 2008-55)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2005-1-9; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 557 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON 0.1± ACRE OF LAND OUT OF THE ROBERT BENEFIELD SURVEY, ABSTRACT NO. 99, LOCATED 180± FEET WEST OF PRESTON ROAD AND 1,000± FEET NORTH OF LORIMAR DRIVE, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of June, 2008, for the purpose of considering rescinding Specific Use Permit No. 557 for the additional use of Private Club on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive in the City of Plano, Collin County, Texas; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of June, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 557 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 2005-1-9, duly passed and approved by the City Council of the City of Plano, Texas, on January 10, 2005, granting Specific Use Permit No. 557 for the additional use of Private Club on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 180± feet west of Preston Road and 1,000± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 557 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances affectuated 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(a) 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.

1c-4
Z:OR 2008-55

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Robert Benefield Survey, Abstract No. 99, in the City of Plano, Collin County, Texas, and being part of a tract conveyed to Margaret E. Harrington by deed recorded in Volume 249, Page 549, in the Deed Records of Collin County, Texas, subject tract being more particularly described as follows:

COMMENCING at a 1-inch iron rod found at the south end of a corner clip at the intersection of the west line of Preston Road (State Highway No. 289 – variable width right-of-way), and the northeast line of Lorimar Drive (variable width right-of-way), said Lorimar Drive dedicated according to plat recorded in Cabinet H, Drawer 369, of the Plat Records of Collin County, Texas;

THENCE North $46^{\circ} 26' 17''$ East, with said corner clip, a distance of 35.36 feet to a 1-inch iron rod found for corner;

THENCE North $01^{\circ} 26' 17''$ East, with the said west line of Preston Road, a distance of 65.00 feet to an "x" cut in concrete found for corner;

THENCE North $88^{\circ} 33' 43''$ West, continuing with said west line of Preston Road, a distance of 15.00 feet to a 1-inch iron rod found for corner;

THENCE North $01^{\circ} 26' 17''$ East, continuing with said west line of Preston Road, a distance of 286.01 feet to the beginning of a curve to the left;

THENCE continuing along said right-of-way line of Preston Road and along said curve to the left having a central angle of $06^{\circ} 31' 48''$, a radius of 5,644.58 feet, and a chord which bears North $01^{\circ} 49' 37''$ West, for an arc distance of 643.32 feet to a point set for corner;

THENCE South $84^{\circ} 21' 29''$ West, leaving the west line of Preston Road, a distance of 179.77 feet to the POINT OF BEGINNING of herein described tract;

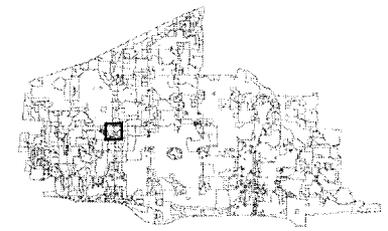
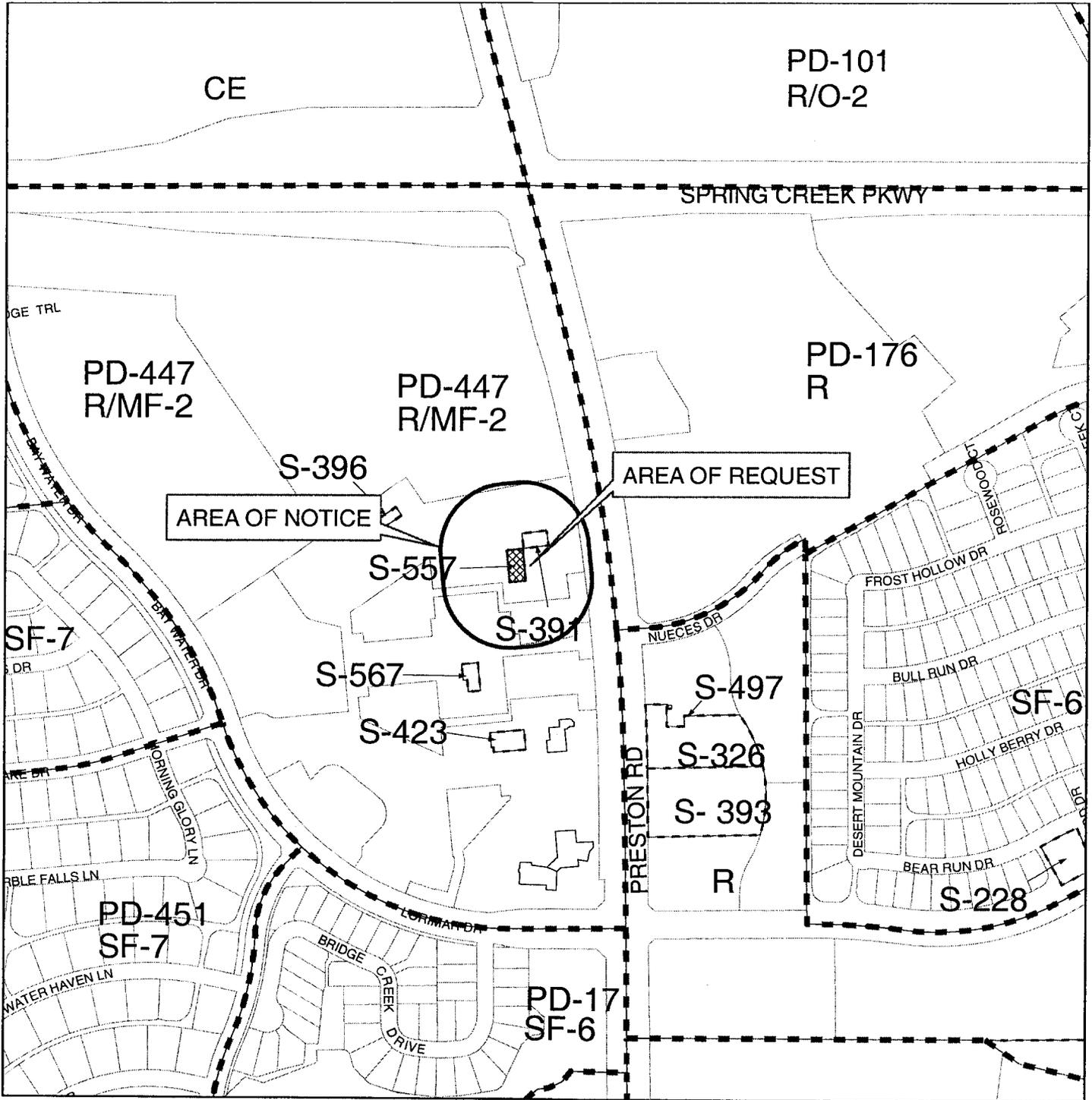
THENCE South $86^{\circ} 42' 01''$ West, a distance of 47.00 feet to a point for corner;

THENCE North $03^{\circ} 17' 59''$ West, a distance of 96.38 feet to a point for corner;

THENCE North $86^{\circ} 42' 01''$ East, a distance of 47.00 feet to a point for corner;

THENCE South $03^{\circ} 17' 59''$ East, a distance of 96.38 feet back to the POINT OF BEGINNING of herein described tract, containing 0.104 acres or 4,530 square feet of land (more or less).

1c-6
Z:\ORD\ZC2008-55



Zoning Case #: 2008-55

○ 200' Notification Buffer

Existing Zoning: PLANNED DEVELOPMENT-447-RETAIL/MULTIFAMILY RESIDENCE-2
w/SPECIFIC USE PERMIT #557/PRESTON ROAD OVERLAY DISTRICT



1c-7

DATE: June 3, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 2, 2008

**AGENDA ITEM NO. 6D - PUBLIC HEARING
ZONING CASE 2008-56
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #562 for Private Club on 0.1± acre located 100± feet west of U.S. Highway 75, 75± feet south of Enterprise Drive. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 23, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

1d-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 2, 2008

Agenda Item No. 6D

Public Hearing: Zoning Case 2008-56

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #562 for Private Club on 0.1± acre located 100± feet west of U.S. Highway 75, 75± feet south of Enterprise Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #562 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

New Café De France operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

1d-2

ORDINANCE NO. _____
(Zoning Case 2008-56)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2005-6-16; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 562 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON 0.1± ACRE OF LAND OUT OF THE JOHN M. SALMONS SURVEY, ABSTRACT NO. 814, LOCATED 100± FEET WEST OF U.S. HIGHWAY 75 SERVICE ROAD, 75± FEET SOUTH OF ENTERPRISE DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of June, 2008, for the purpose of considering rescinding Specific Use Permit No. 562 for the additional use of Private Club on 0.1± acre of land out of the John M. Salmons Survey, Abstract No. 814, located 100± feet west of U.S. Highway 75 service road, 75± feet south of Enterprise Drive in the City of Plano, Collin County, Texas; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of June, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 562 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 2005-6-16, duly passed and approved by the City Council of the City of Plano, Texas, on June 13, 2006, granting Specific Use Permit No. 562 for the additional use of Private Club on 0.1± acre of land out of the John M. Salmons Survey, Abstract No. 814, located 100± feet west of U.S. Highway 75 service road, 75± feet south of Enterprise Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 562 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

Section 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(a) 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.

1d-4
ORD 2008-56

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

PASSED AND APPROVED THIS THE 23RD DAY OF JUNE, 2008.

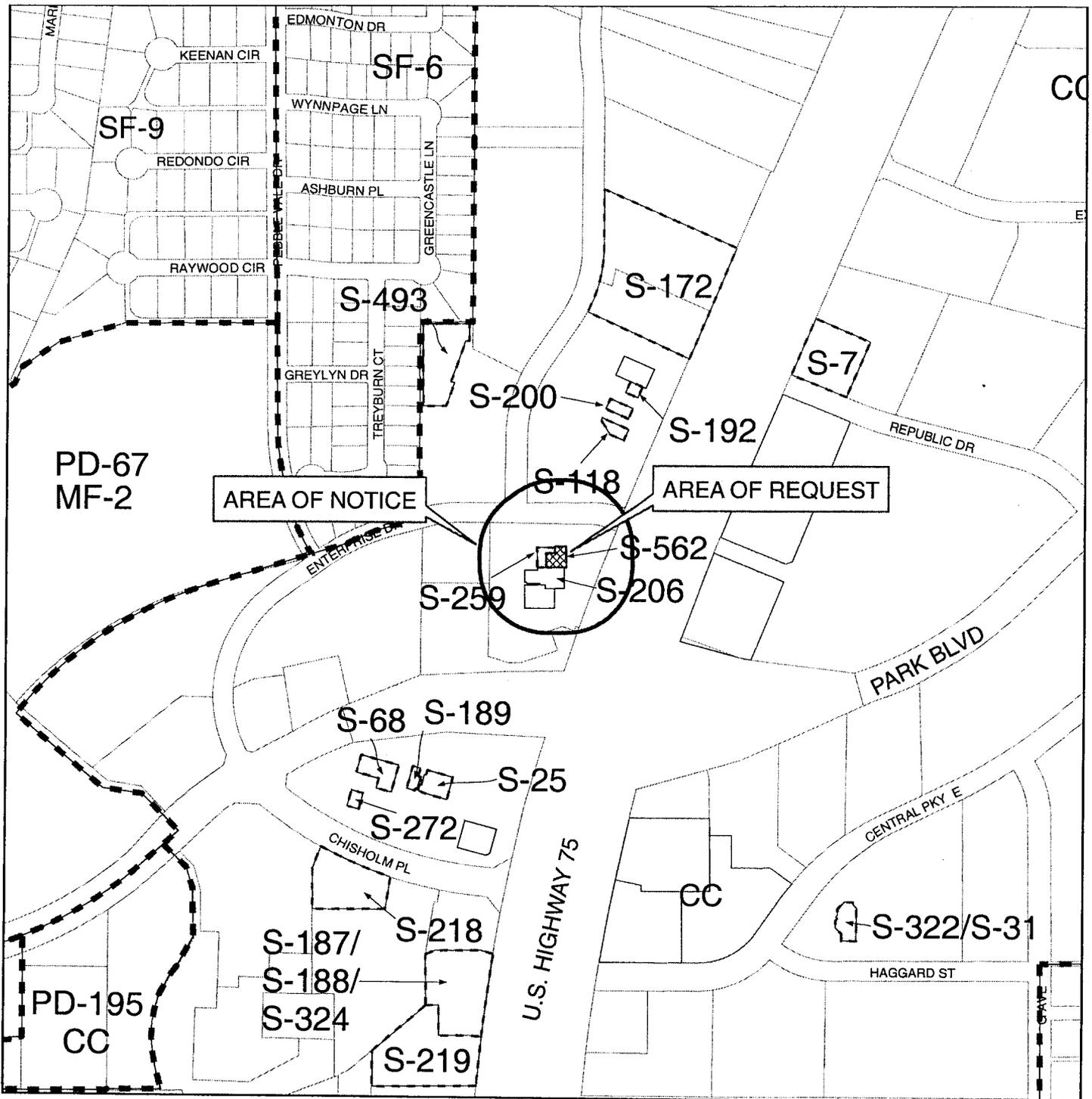
Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

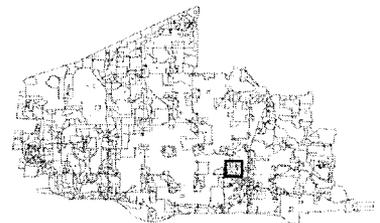
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Zoning Case #: 2008-56

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #562



○ 200' Notification Buffer

1d-7

DATE: June 3, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of June 2, 2008

**AGENDA ITEM NO. 6E - PUBLIC HEARING
ZONING CASE 2008-57
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #556 for Private Club on 44.3± acres located at the southwest corner of Spring Creek Parkway and Jupiter Road. Zoned General Office.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 23, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 2, 2008

Agenda Item No. 6E

Public Hearing: Zoning Case 2008-57

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #556 for Private Club on 44.3± acres located at the southwest corner of Spring Creek Parkway and Jupiter Road. Zoned General Office.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #556 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Plano Centre operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the establishment to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

1e-2

ORDINANCE NO. _____
(Zoning Case 2008-57)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2004-12-21; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 556 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON 44.3± ACRES OF LAND OUT OF THE JUPITER SPRING CREEK ADDITION , BLOCK 1, LOTS 1, 2, AND 3, LOCATED AT THE SOUTHWEST CORNER OF SPRING CREEK PARKWAY AND JUPITER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of June, 2008, for the purpose of considering rescinding Specific Use Permit No. 556 for the additional use of Private Club on 44.3± acres of land out of the Jupiter Spring Creek Addition , Block 1, Lots 1, 2, and 3, located at the southwest corner of Spring Creek Parkway and Jupiter Road in the City of Plano, Collin County, Texas; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of June, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 556 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 2004-12-21, duly passed and approved by the City Council of the City of Plano, Texas, on December 13, 2004, granting Specific Use Permit No. 556 for the additional use of Private Club on 44.3± acres of land out of the Jupiter Spring Creek Addition, located at the southwest corner of Spring Creek Parkway in the City of Plano, Collin County, Texas, presently zoned General Office, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 556 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

Section 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(a) 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.

1e-4
7 ORD LC 2 08-57

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

PASSED AND APPROVED THIS THE 23RD DAY OF JUNE, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

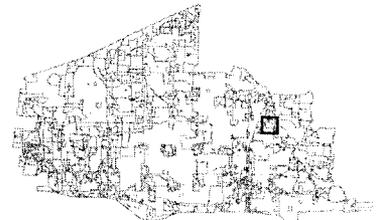
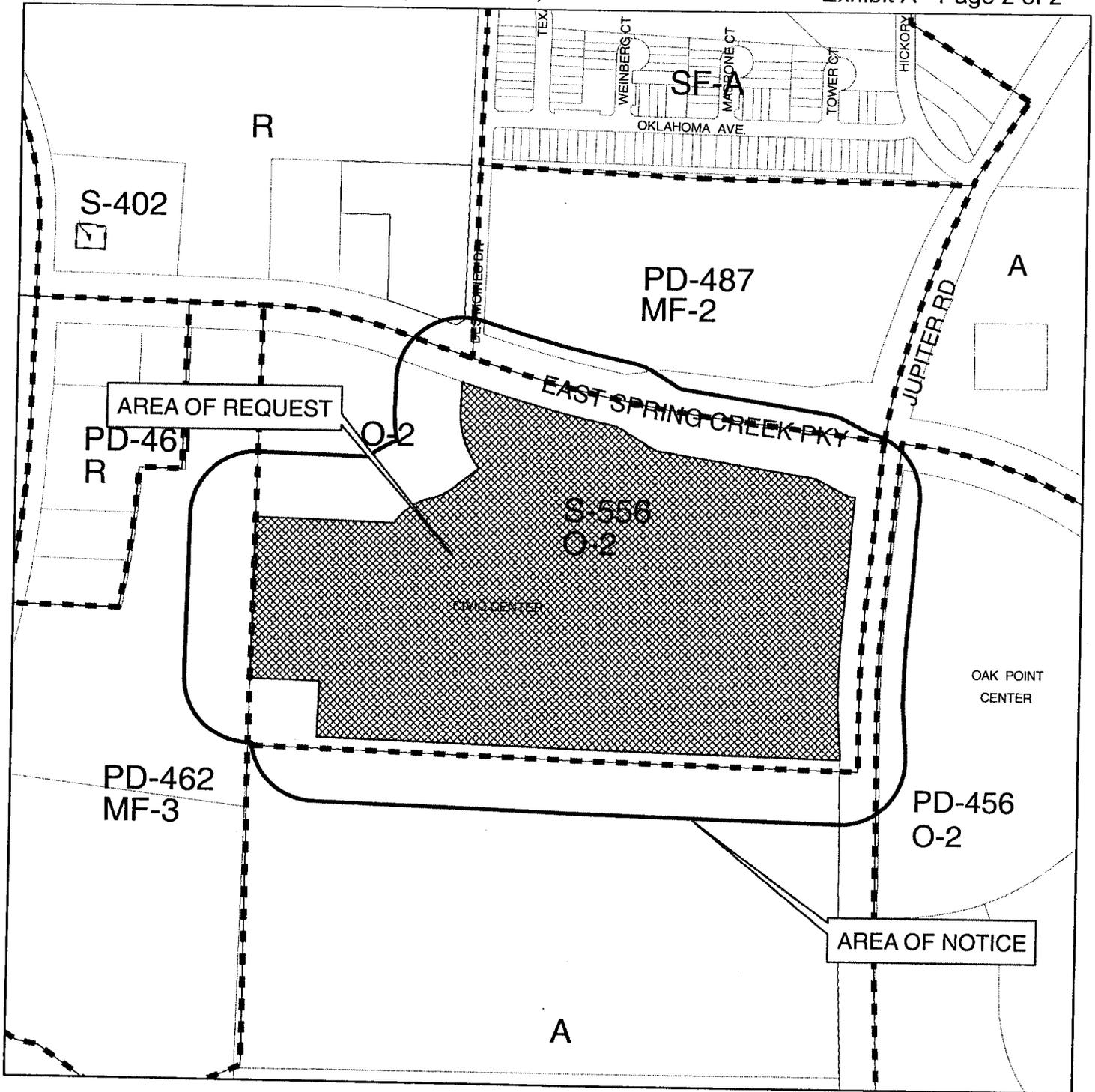
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 44.3± acres of land situated in the Jupiter Spring Creek Addition, Block 1, Lots 1, 2, and 3 in the City of Plano, Collin County, Texas, as described and recorded in Cabinet G, on Page 685 of the Plat Records of Collin County, Texas, on January 26, 1990.

1e-6
Z:OR \ZC2008-57



Zoning Case #: 2008-57

Existing Zoning: GENERAL OFFICE w/SPECIFIC USE PERMIT #556/
PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer

1e-7