

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON NOVEMBER 9, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|---|-------------|---------|
| I. | Legal Advice | Wetherbee | 10 min. |
| A. | Respond to questions and receive legal advice on agenda items | | |
| II. | Economic Development | Muehlenbeck | 5 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. | | |
| III. | Personnel | Council | 30 min. |
| A. | Appointment of Directors (3) to Council Plano Health Facilities Development Corporation | | |
| B. | Evaluation of Council Appointees | | |

PRELIMINARY OPEN MEETING

- | | | | |
|-----|--|---------|---------|
| I. | Consideration and action resulting from Executive Session discussion:
Appointment of Directors to Council Plano Health Facilities Development Corporation | Council | 10 min. |
| II. | Personnel
Senior Citizens Advisory Board
Public Arts Committee (Ex-officio Member) | Council | 5 min. |

III.	Departmental Briefing – Property Standards	O'Banner	10 min.
IV.	Discussion and Direction Regarding the City Council Preliminary Open Meeting Agenda Content	Muehlenbeck	5 min.
V.	Council items for discussion/action on future agendas	Council	5 min.
VI.	Consent and Regular Agenda	Council	5 min.

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

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



CITY COUNCIL

1520 AVENUE K

DATE: November 9, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION: Associate Pastor Jessie Prince
Grace Outreach Center

PLEDGE OF ALLEGIANCE: American Legion Honor Guard Post 321
from Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: Veterans Day - 2009 Proclamation: Salvation Army of Plano – Red Kettle Kick-Off Presentation: To the City of Plano by the Friends of the Plano Public Library Proclamation: Plano Arbor Day – 2009 Special Recognition: Public Art Committee and Christine Eubanks, Cultural Programs Coordinator</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Building Standards Commission</u> Sylvia Reid</p> <p><u>Parks and Recreation Planning Board</u> Chris L. White</p> <p><u>Plano Housing Authority</u> Wanda F. Russell</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Building Standards Commission</u> Brian L. Eisenrich</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) October 26, 2009</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2009-198-P for the 2009-2010 Traffic Signal Construction and Maintenance Requirements Contract to Republic Intelligent Transportation Services, Inc. in the amount of \$493,515. This contract is for the construction of new signals at six intersections. It also provides for the modernization of existing signals including the removal of left turn signals in the medians mounted to the new support masts, new wiring, new support poles and masts at six intersections. This will establish a fixed price requirements contract with two optional renewals.</p> <p>Purchase from an Existing Contract</p> <p>(c) To approve an expenditure of a Premier Support Services contract in the amount of \$68,310 from Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-821).</p> <p>Approval of Change Order</p> <p>(d) To Jim Bowman Construction Company, LP, increasing the contract by \$39,207 for Alley Reconstruction – Prairie Creek, Change Order No. 1. Original Bid No. 2007-230-B.</p> <p>(e) To SmithGroup/F&S (formerly F&S Partners) decreasing the Architectural Services Contract by \$160,084 for the Carpenter Park Recreation Center Renovation and Expansion. Contract Modification No. 1 deletes the pool from the scope of work.</p> <p><u>Adoption of Strategic Plan</u></p> <p>(f) To adopt the City Council Strategic Plan for 2009-2024</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(g) To approve the submission of a grant application to the Texas Department of Transportation for funding assistance through the 2009 Texas Transportation Enhancement Program; certifying that the City is eligible to receive financial assistance under the program; certifying that the City's matching share is readily available; authorizing the Director of Parks and Recreation to execute all documents necessary to effectuate the grant; and providing an effective date.</p> <p>(h) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the University of Texas at Dallas for training program, providing terms and conditions for educational services, authorizing its execution by the City Manager; and providing an effective date.</p> <p>(i) To authorize the purchase of street light standards and associated equipment for Ridgeview Drive from Independence Parkway to Coit Road from CoServ Electric Company, who is the selected provider of electric service and the selected provider of such equipment; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(j) To approve the terms and conditions of a Real Estate Contract by and between the City of Plano, Texas, and Betty Jean Morris for the purchase of 0.491 acres of right of way and 0.029 acres of temporary construction easement, situated in the Dyer Survey, Abstract No. 360, Denton County, Texas, to be used for Marsh Lane widening; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(k) To find LaShon Ross, Dan Thompson, and Hugo Esparza are 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, LaShon Ross, Dan Thompson and Hugo Esparza; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(l) To vacate Ordinance No. 2009-10-17, 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, to grant Specific Use Permit No. 601 so as to allow the additional use of Public Storage/Mini-Warehouse on 3.1± acres of land located on the west side of Preston Park Boulevard, 550± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; 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>(m) To amend Section 6-3(c)(1) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano by adding a new subsection "f"; and amending Section 6-3(c)(2) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano by adding a new subsection "i"; and amending Section 6-3(c)(3)(a)(2) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano by adding additional language; providing a repealer clause, a savings clause; a severability clause; and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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> <p>(1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2009-18 – to amend subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses), subsection 2.825 (RE-Regional Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses); and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to restaurants/cafeterias and independent living facility, assisted living facility, long-term care facility, and continuing care facility uses, and related development standards within the Regional Employment Zoning District; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p> <p>(2) A Resolution to approve the Investment Portfolio Summary for the quarter ending September 30, 2009 and providing an effective date.</p> <p>(3) A Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Futurewei Technologies, Inc. a Texas corporation d/b/a Huawei Technologies (USA); authorizing its execution by the City Manager; and providing an effective date.</p> <p>(4) A Resolution to cast its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p> <p>(5) A Resolution to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Phil Dyer
Mayor

November 5, 2009

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

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

Pat Miner
Place 1

Honorable Mayor and City Council:

Ben Harris
Place 2

We will begin our meeting on Monday in Executive Session where we will receive legal advice from the City Attorney. This will be followed by Item II. Discussion of Potential Economic Development Prospects and Item III will include Consideration of Personnel Appointments and Evaluation of Council Appointees.

Mabrie Jackson
Place 3

Lissa Smith
Place 4

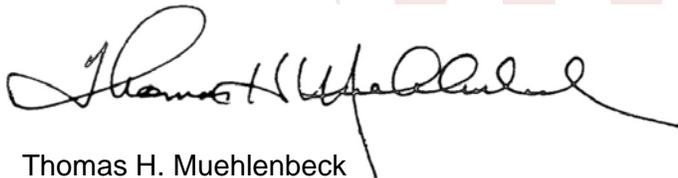
The Preliminary Open Meeting will begin with results from the Executive Session followed by Personnel Appointments and a report from the Property Standards. The meeting will continue with consideration of Preliminary Open Meeting content.

Jean Callison
Place 7

I look forward to seeing you on Monday.

Thomas H. Muehlenbeck
City Manager

Sincerely yours,



Thomas H. Muehlenbeck

MEMO

DATE: November 5, 2009

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

FROM: Alice Snyder, Assistant City Secretary

RE: Personnel Appointments
Executive and Worksession Meetings

The following appointments will be considered at the November 9, 2009 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Appointments:</u> -Plano Health Facilities Development Corporation	<u>Appointments:</u> -Ex-Officio to Public Arts Committee -Senior Citizens Advisory Board

III. Departmental Briefing – Property Standards

O’Banner



City Manager's Office
P.O. Box 860358
Plano, Texas 75086-0358
972-941-7121
Fax 972-461-6834
www.plano.gov

MEMORANDUM

DATE: October 27, 2009
TO: Mayor and City Council
FROM: Thomas H. Muehlenbeck, City Manager
SUBJECT: Preliminary Council Agenda

Over the years, various reports to Council have been included on the Preliminary Council Agenda. The reports developed as a result of Council's desire to keep the issues before them and the public. As a result, the following reports have been programmed on future Council Agendas:

DART Report	Monthly report divided between Ellerbe and Wilkins.
Mobility Report	Monthly update by Lloyd Neal on transportation issues.
ACC Report	Quarterly report from Mike Simpson regarding activities of the Arts of Collin County.
Monthly Finance Report	Update on a monthly basis of budget, economic and investment information.
Departmental Briefings	As a result of having a larger than normal turnover of Council Members over the last year, I felt Monthly Departmental Briefings could give elected officials a broad view of department responsibilities and activities.

Any direction you can give regarding the need to maintain or discontinue the above reports is appreciated.

cc: Diane Zucco, City Secretary

Discussion/Action Items for Future Council Agendas

November 10 – 14, NLC, San Antonio

November 18 - Joint Council/Planning and Zoning Commission Retreat – Plano Station – 7:30 am

November 23

Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 26-27 – Thanksgiving Holidays

December 7 – City Council Core Business Worksession – 8:30 am

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

December 10 – District 2 Roundtable, TMC, 7 pm

December 14

Departmental Briefing – Building Inspections

December 17 – Employee Holiday Luncheon – Plano Centre – 11 am – 1 pm

December 22

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Winter Holidays

January 1 – New Year’s Holiday

January 11

Departmental Briefing – Planning

January 18 – MLK Holiday

January 25

Mobility Report

DART Report

Comprehensive Monthly Financial Report



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:	11/09/09	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>SM</i> 11/13/09	
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: Veterans Day - 2009				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date: 11/9/09		Budget		
Department:	City Manager's Department	Legal		
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	11/11/09
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: Salvation Army of Plano - Red Kettle Kick-off				
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		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	11/09/09	Purchasing		
Department:	City Manager's Office	Budget		
Department Head	Tom Muehlenbeck	Legal		
Dept Signature:		Assistant City Manager		
		Deputy City Manager		
		City Manager	10/1/09	
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: To the City of Plano by the Friends of the Plano Public Library				
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:	11/09/09	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>	<i>10/30/09</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Plano Arbor Day - 2009				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			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:		11/09/09	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> 11/13/09	
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: Public Art Committee and Christine Eubanks, Cultural Programs Coordinator					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 26, 2009**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:10 p.m., Monday, October 26, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:12 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071; Economic Development, Section 551.087; discuss Personnel, Section 551.074; and Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:45 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session: Appointments

Personnel Appointments

Building Standards Commission

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Harris, the Council voted 8-0 to appoint Sylvia Reid as an alternate with a term expiring October 2011.

Personnel Appointments

Parks and Recreation Planning Board

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Harris, the Council voted 8-0 to appoint Chris White to an interim term expiring October 2010.

Plano Housing Authority

Upon a motion made by Council Member Callison and seconded by Council Member Harris, the Council voted 8-0 to appoint Wanda Russell.

Multicultural Outreach Roundtable (MCOR) Report

Co-Chair Chris Parr spoke to the structure of MCOR as an advisory group with membership open to all and the efforts of co-chairs and committees. He advised that the Roundtable's mission is to "partner with the City of Plano and the diverse citizens of Plano, encouraging understanding and participation in the government process, and fulfilling the needs and desires of its diverse citizens." Mr. Parr spoke to the goals of: providing recommendations to the Council on multiculturalism; maintaining good communication between the City and cultural communities; instilling a sense of unity and collaboration among citizens; providing information about the City to cultural groups; establishing multicultural activities that promote diversity; act as a clearinghouse for cultural education and communication; promote the inclusion of minority groups in City government; and increase participation to include all cultural communities. He advised regarding the history of the group over the last five years and highlighted accomplishments including the Plano International Festival, World Peace Table Tennis Tournament, web site development, community forums, National Day of Prayer, Diversity Panel and citizenship workshops. The Mayor thanked the group for their efforts.

Mobility Report

The report was passed over.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the September 2009 Report shows the General Fund up slightly as compared to the prior year and \$1.4 million greater than the reestimated budget. She spoke to declines in the water/sewer, civic center and sustainability funds. Ms. Tacke advised that the majority of the general fund is comprised of ad valorem (45%) and sales tax (28%). She spoke to General Fund expenditures being down slightly with actual figures \$12.3 million less indicating an overall decrease in expenses over all cost centers and to General Fund expenditures comprised mainly of personnel costs (74%). Ms. Tacke spoke to declines in sales tax revenue, the housing market and advised that more than 5,500 jobs have been created as a result of the 380 agreements with 2,000 more from tax abatements. She spoke to a decline in municipal drainage revenues and advised that more information will be provided. Ms. Tacke spoke regarding declines in civic center, catering and rental revenues and to the portfolio yield and maturity schedule of investments.

Council items for discussion/action on future agendas

Council Member Jackson requested information regarding early voting locations for the November 3rd election.

Consent and Regular Agenda

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting directly into the Regular session at 7:10 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
October 26, 2009

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session directly from the Preliminary Open Meeting on Monday, October 26, 2009, at 7:10 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Imam Yaseen Shaikh of the Islamic Association of Collin County and the Pledge of Allegiance was led by Jr. Girl Scout Troop 1904 from Davis, Dooley & Mendenhall Elementary and Armstrong & Bowman Middle Schools

Mayor Dyer presented Special Recognition to Bradley Robertson – Winner of the SWANA National Truck Road-E-O (First Place in Automated) and a proclamation recognizing Animal Shelter Appreciation Week

Mayor Dyer administered oaths of office to incoming board and commission members and certificates of appreciation to those leaving office.

COMMENTS OF PUBLIC INTEREST

Jim Watson, representing *Keep Our Kids At Jasper*, stated concerns related to student and pedestrian safety and traffic issues should the school district move forward and realign boundaries sending some Jasper High School students to either Clark or Vines High School. He spoke to the distance students would be traveling and possible installation of additional crossing zones, tunnels or traffic control measures. City Manager Muehlenbeck advised that should realignment take place, the City and school district will work through a joint committee to bring forward recommendations.

Jeffrey Ayers spoke to plans to undertake a study identifying and measuring the effects of foreclosures on the City of Plano including the impact on evaluations and community/municipal infrastructure. Mayor Dyer spoke to viewing the information upon its completion.

Citizen Janice Cline spoke creating a book chronicling Plano from its early years to the present and requested citizens submit photos for inclusion and advised that materials collected would be contributed to the genealogical library.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")
October 12, 2009

Approval of Expenditures

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

CSP No. 2009-84-C for IP Video Security for Communication Towers, in the amount of \$61,652 to 911 Security Cameras Inc., and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

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

To approve an Engineering Contract by and between the City of Plano and Freese and Nichols, Incorporated, in the amount of \$153,570 for Erosion Control-London Creekside, Shady Creek & 2 Sanitary Sewer Creek Crossings, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Agreement

To approve a Landscape Architecture Professional Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of \$54,750 for Athletic Facility Improvements – 2009 Hoblitzelle Park and Enfield Park and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Approval of Change Order

To Weir Bros., Inc., increasing the contract by \$54,795 for Razor Road from Ohio Drive to SH 121, Change Order No. 1. Original Bid No. 2009-81-B. (Consent Agenda Item "E")

Adoption of Resolutions

Resolution No. 2009-10-11(R): To approve the terms and conditions of an Interlocal Agreement for Library Services by and between the City of Plano and Collin County, Texas providing the terms and conditions for receipt of funding in the amount of \$79,675 from Collin County; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Consent Agenda Item "F")

Resolution No. 2009-10-12(R): To approve the terms and conditions of a Funding Agreement between the City of Plano, Texas, and The Shops at Legacy (North), L.L.C. whereby the City will provide funding in part for the 2009 Lights of Legacy Tree Lighting Festival event; authorizing the City Manager to execute such agreement; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2009-10-13(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a Second Chance Swap and Reuse Event; authorizing its execution by the City Manager and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2009-10-14(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a Disaster Debris Management Plan; authorizing its execution by the City Manager and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2009-10-15(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of Biomass Pelletizer Feasibility Study; authorizing its execution by the City Manager and providing an effective date. (Consent Agenda Item "J")

Resolution No. 2009-10-16(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a Plastic Bag Reduction Campaign; authorizing its execution by the City Manager and providing an effective date. (Consent Agenda Item "K")

Adoption of Ordinances

Ordinance No. 2009-10-17: To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 601 so as to allow the additional use of Public Storage/Mini-Warehouse on 3.1± acres of land located on the west side of Preston Park Boulevard, 550± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; 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 2009-15) Public Hearing held and approved by City Council on 10/12/09. Applicant: Regency Centers L.P. (Consent Agenda Item "L")

Ordinance No. 2009-10-18: To repeal Ordinance No. 2006-11-18 in its entirety, which was codified as Chapter 21, Article II, Division 4, Drought Contingency Plan, of the Code of Ordinances of the City of Plano; adopting a new Drought Contingency Plan to be codified as Chapter 21, Article II, Division 4 of the Code of Ordinances of the City of Plano; establishing procedures and criteria for declaring a water emergency and implementing and terminating drought response stages; establishing restrictions on certain water uses during drought response stages; establishing administrative remedies and criminal penalties for violating the restrictions and provisions for enforcement of these restrictions; and providing a repealer clause, a severability clause, a savings clause; an effective date; and providing for publication of the caption hereof. (Consent Agenda Item "M")

Ordinance No. 2009-10-19: To repeal Division 5, Graffiti, Sections 11-95 through 11-100, of Article II, Signs, of Chapter 11, Licenses and Business Regulations, of the City of Plano, Code of Ordinances and replacing with Sections 11-95 through 11-100.3 to update definitions, clarify procedures, and notice for graffiti removal that conform to State law; and providing a penalty clause, a severability clause, a repealer clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "N")

Ordinance No. 2009-10-20: To approve the carrying forward of Fiscal Year 2008-2009 funds to Fiscal Year 2009-10; and providing an effective date. (Consent Agenda Item "O")

Ordinance No. 2009-10-21: To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish prima facie maximum speed limits for motor vehicles operating upon Windhaven Parkway between Spring Creek Parkway and Dallas Parkway, and amend the prima facie maximum speed limits for motor vehicles operating upon Premier Drive between Parker Road and Spring Creek Parkway within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "P")

Ordinance No. 2009-10-22: To abandon all right, title and interest of the City, in and to a portion of that certain 15' Sanitary Sewer Easement recorded in Volume 578, Page 437 of the Deed Records of Collin County, Texas, being situated in the James G. Vance Survey, Abstract No. 938, which is located within the city limits of Richardson, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, W. W. Caruth Jr. Foundation, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "Q")

Ordinance No. 2009-10-23: To abandon all right, title and interest of the City, in and to that certain 20' Sanitary Sewer Easement recorded in Judgement No. 71-134-199 in the 199th Judicial District Court of Collin County, Texas, being situated in the James G. Vance Survey, Abstract No. 938, which is located within the city limits of Richardson, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, W. W. Caruth Jr. Foundation, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "R")

END OF CONSENT

Resolution No. 2009-10-24(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Crumb Corps, LLC., a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "1")

Director of Finance Tacke advised that Crumb Corps, LLC. would occupy no less than 20,270 square feet of office space and retain, transfer or create 49 full-time jobs by December 31, 2009. She advised that the terms of the agreement run from November 1, 2009 – March 31, 2019 for a grant in the amount of \$50,675.

Upon a motion made by Council Member Miner and seconded by Council Member Harris, the Council voted 8-0 to approve the agreement between the City and Crumb Corps, LLC. and further to adopt Resolution No. 2009-10-24(R).

A Public Hearing by the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as the Bluebonnet site for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing Oncor Electric transmission tower. (Regular Agenda Item "2")

Assistant City Manager Israelson advised the Council that there was an error in the publication of this item, that it will be brought back for consideration and that no action is needed at this time.

A Public Hearing by the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as the Jack Carter site for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing Oncor Electric transmission tower. (Regular Agenda Item "3")

Assistant City Manager Israelson advised the Council that Regular Agenda Items “3,” “4,” and “5” are related to expansion of an existing pad facility, have been approved by the Parks and Recreation Planning Board and that there is no feasible and prudent alternative to the use and taking of the park land as proposed by the project and it includes all reasonable planning to minimize harm to the park land resulting from the use or the taking. He responded to Council Member Harris, advising that requirements for screening have been removed due to issues of operations and maintenance, but that earth-tone color schemes have been implemented. Mr. Israelson further responded to Council Member Miner, advising that the original study has resulted in \$100,000 in revenues from these agreements, negotiations, and acceptable sites identified by Staff.

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

Ordinance No. 2009-10-25: To approve the use and taking by Dallas MTA, L.P., d/b/a Verizon Wireless, a Delaware limited partnership, of a portion of City of Plano park land known as Jack Carter Park (Pleasant Valley Drive and Roundrock Trail); finding and determining that there is no feasible and prudent alternative to the proposed use or taking of the park land and that the proposed project includes all reasonable planning to minimize harm to the land, the park and the recreation area; and providing an effective date. (Regular Agenda Item “4”)

Upon a motion made by Council Member Jackson and seconded by Council Member Smith, the Council voted 8-0 to approve the use and taking by Dallas MTA of a portion of Jack Carter Park and further to adopt Ordinance No. 2009-10-25.

Resolution No. 2009-10-26(R): To amend a Communication Facilities License Agreement by and between the City of Plano, Texas, and Dallas MTA, L.P., d/b/a Verizon Wireless, a Delaware limited partnership, to install, and operate telecommunications ground equipment in certain specific portions of City of Plano public parkland, known as the Jack Carter site; authorizing its execution by the City Manager, and providing an effective date. (Regular Agenda Item “5”)

Upon a motion made by Council Member Jackson and seconded by Council Member Callison, the Council voted 8-0 to amend an agreement by and between the City and Dallas MTA to install and operate ground equipment in portions of Jack Carter Park and further to adopt Resolution No. 2009-10-26(R).

A Public Hearing by the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as the Preston Ridge site for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing Oncor Electric transmission tower. (Regular Agenda Item “6”)

Assistant City Manager Israelson advised that Regular Agenda Items “6,” “7,” and “8” represent an agreement with T-Mobile for future and back rental, have been approved by the Parks and Recreation Planning Board and that there is no feasible and prudent alternative to the use and taking of the park land as proposed by the project and it includes all reasonable planning to minimize harm to the park land resulting from the use or the taking.

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

Ordinance No. 2009-10-27: To approve the use and taking by T-Mobile West Corporation, a Delaware corporation, of a portion of City of Plano public park land known as Preston Ridge Trail Park (Tulane and Downington Drive); finding and determining that there is no feasible and prudent alternative to the proposed use or taking of the park land and that the proposed project includes all reasonable planning to minimize harm to the land, the park and the recreation area; and providing an effective date. (Regular Agenda Item “7”)

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Callison, the Council voted 8-0 to approve the use and taking by T-Mobile West Corporation of a portion of Preston Ridge Trail Park and further to adopt Ordinance No. 2009-10-27.

Resolution No. 2009-10-28(R): To approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and T-Mobile West Corporation, a Delaware corporation, to locate, place, attach, install, and operate telecommunications ground equipment in certain specific portions of City of Plano public park land known as the Preston Ridge site; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “8”)

Upon a motion made by Council Member Jackson and seconded by Council Member Callison, the Council voted 8-0 to amend an agreement by and between the City and T-Mobile West Corporation to install and operate ground equipment in portions of Preston Ridge Trail Park and further to adopt Resolution No. 2009-10-28(R).

There being no further discussion, Mayor Dyer adjourned the meeting at 7:53 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		DS	11-2-09
Council Meeting Date: November 9, 2009		Budget		C.S.	11-2-09
Department: Public Works / David Falls		Legal			
Department Head: Alan Upchurch		Assistant City Manager		[Signature]	
Dept Signature: <i>[Signature]</i>		Deputy City Manager		[Signature]	11-02-09
		City Manager		[Signature]	11/3/09
Agenda Coordinator (include phone #): Margie Stephens X4104					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award of Bid No. 2009- 198 - P, for the 2009-2010 Traffic Signal Construction and Maintenance Requirements Contract to Republic Intelligent Transportation Services, Inc. in the amount of \$493,515.00.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	234,706	1,859,294	500,000	2,594,000	
Encumbered/Expended Amount	-234,706	-36,705	0	-271,411	
This Item	0	-493,515	0	-493,515	
BALANCE	0	1,329,074	500,000	1,829,074	
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This item, in the amount of \$493,515.00, will leave a current year balance of \$1,329,074.00 for the Signalization Upgrade and Traffic Signalization projects. STRATEGIC PLAN GOAL: Traffic signal construction and maintenance relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
<p>Staff recommends the bid for the 2009-10 Traffic Signal Construction and Maintenance Requirements Contract to Republic Intelligent Transportation Services, Inc., in the amount of \$493,515.00, alternate No. 1 (Cement that is produced by cement manufacturing facilities that meet or are below the source cap limits for emissions established by TCEQ) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents. This will establish a fixed price requirements contract with two optional renewals.</p> <p>This contract is for the construction of new signals at six (6) intersections. The contract also provides for the modernization of existing signals including the removal of left turn signals in the medians mounted to the new support masts, new wiring, new support poles and masts at six (6) intersections.</p> <p>The secondary vendor being recommended is Roadway Solutions, Inc. in the amount of \$512,373.00.</p> <p>Engineer's estimate for this project was \$600,000.00.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Tabulation					

CITY OF PLANO

BID NO. 2009-198-P
2009-10 TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS CONTRACT -
PROJECT NO. 6017
BID TABULATION CORRECTED

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

Number of Bids Submitted: 7

COMPANY NAME	Total Base Bid	Bid Bond Present	Alternate 1
Republic Intelligent Transportation Services, Inc.	\$493,515.00	Yes	\$493,515.00
Roadway Solutions, Inc.	\$512,373.00	Yes	\$512,373.00
Mels Electric, L.P	\$523,971.50	Yes	\$531,634.50
Phoenix Installation Service	\$562,167.07	Yes	\$562,167.07
Highway ITS.	\$674,527.39	Yes	\$677,996.26
Durable Specialties, Inc.	\$741,405.00	Yes	\$741,405.00
Battson Contracting Co.	\$770,260.44	Yes	\$778,985.53

Nancy Corwin

September 25 2009

Nancy Corwin, Buyer

Date

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

PURCHASING DIVISION CITY OF PLANO TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	11-2-09	
Council Meeting Date:	11/09/09	Budget	C.S.	11-2-09	
Department:	Technology Services	Legal	<i>DP</i>	11/2/09	
Department Head	David Stephens	Assistant City Manager	<i>DP</i>	11/2/2009	
Dept Signature:	<i>David Stephens</i>	Deputy City Manager	<i>DP</i>	11-02-09	
		City Manager	<i>DP</i>	11/3/09	
Agenda Coordinator (include phone #): Amy Powell X7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Approval of an expenditure of a Premier Support Services contract in the amount of \$68,310.00 from Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-821).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,495,189	0	2,495,189
Encumbered/Expended Amount		0	-128,983	0	-128,983
This Item		0	-68,310	0	-68,310
BALANCE		0	2,297,896	0	2,297,896
FUND(s): TECHNOLOGY SERVICES FUND (066)					
COMMENTS: COMMENTS: Funds are included in the 2009-10 Technology Services adopted budget for the purchase of software support service and maintenance agreements. The remaining balance will be used for other maintenance agreements.					
STRATEGIC PLAN GOAL: Software support and service agreements relate to the City's Goal of "Financially Strong City with Service Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve an agreement with Microsoft Corporation through the Department of Information Resources, State of Texas (DIR) in an amount of \$68,310.00 for a premier support services contract to provide the City with critical Microsoft support. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (Contract No. DIR-SDD-821)					
List of Supporting Documents: Contract and Staff Memo			Other Departments, Boards, Commissions or Agencies		

Interoffice Memo

Date: 10/05/09
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Microsoft Premier Support Contract

We propose renewing the Microsoft Premier Support contract with Microsoft Corp. through the Department of Information Resources with the State of Texas. Our contract is renewed for a total of \$ 68,310.00 and the DIR contract number is DIR-SDD-821. This support contract provides the City with critical Microsoft support. It includes a total of 80 hours of support assistance hours and a total of 120 hours of support for problem resolution support. This support contract is crucial for our continuing support of the network. With it we improve our network continuity and have less downtime for outages. The agenda item should have Microsoft's name on it with a referral to the DIR contract number as shown above.

**Microsoft Premier Support Services Description Schedule:
 Fee and Named Contacts for
 City of Plano**

TX DIR-SDD-821
 Texas DIR Website:

<http://www.dir.state.tx.us/store/busops/go-direct/microsoft821.htm#con>

(Microsoft Affiliate to complete)
Premier Support Services Description Number
 (Microsoft Affiliate to complete)
Schedule Number

001294547

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the “**Services Description**”). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by providing payment for the Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

<i>Term</i>
This Schedule will commence on <u>10/27/2009</u> the “Commencement Date”) and will expire on <u>10/26/2010</u> (the “Expiration Date”).

- 1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

Description of Services – Main Contract
<ul style="list-style-type: none"> • Support Account Management Included • Up to 80 hours Support Assistance • Up to 120 hours for Problem Resolution Support • Unlimited User Access to Premier Online Website
Total Due: \$68,310

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:
Address: Microsoft Corporation (Attn: Robert Van Meter) _____ 7000 N. SH 161 _____ LC-1/3761 _____ Irving, TX 75039 _____
Phone: 469-775-7048
Email: robvme@microsoft.com
Facsimile: 425-708-0154

3. Customer Named Contacts

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Named Contact Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND MICROSOFT CORPORATION
FOR PREMIER SUPPORT SERVICE**

THIS CONTRACT is made and entered into by and between **MICROSOFT CORPORATION**, whose address is 5335 Wisconsin Ave., NW, Suite 600, Washington, DC 20015, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide premier support service for the City's Microsoft Products. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-821, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) The Department of Information Resources Contract No. DIR-SDD-821 on file with the City of Plano Technology Services Department;
- (b) This Contract;
- (c) Microsoft Corporation's statement of work (Exhibit "A");
- (d) Certificate of Insurance (Exhibit "B"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

Services provided under this contract shall commence on October 27, 2009 and expire on October 26, 2010.

**III.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **SIXTY-EIGHT THOUSAND THREE HUNDRED TEN AND 00/100 DOLLARS (\$68,310.00)**.

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

IV. DESCRIPTION OF SERVICES

Contractor will provide the support services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Department of Information Resources Contract No. DIR-SDD-821, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

V. CITY CONTACT

City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

VII. TIME AND PLACE OF SERVICE, LOSSES FROM NATURAL CAUSES

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

X.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor entity. Contractor may subcontract any portion of its performance under this Agreement. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XI.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in the Contract Documents (attached hereto as Exhibit "B").

XIII.

HINDRANCES AND DELAYS

Neither party is liable for delays or lack of performance resulting from any causes or acts of God that are beyond that party's reasonable control.

XIV. AFFIDAVIT OF NO PROHIBITED INTEREST

To the extent copies are provided to Contractor, Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

XV. DEFAULT/TERMINATION

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If Contractor is the defaulting party, City's policy is to notify the City Council of such default, at which time Contractor will have the opportunity to provide a written plan to cure the default that is acceptable to the City. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Contractor will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

XVI. SEVERABILITY

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

XVII. TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least

sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and City agrees to pay for such services on a time and materials basis at Contractor's then effective hourly rates.

**XVIII.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Agreement will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

**XIX.
ENTIRE AGREEMENT**

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

City agrees to reference this Agreement and The Department of Information Resources Contract No. DIR-SDD-821 on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XX.
SUCCESSORS AND ASSIGNS**

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

**XXI.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

MICROSOFT CORPORATION

Date: _____

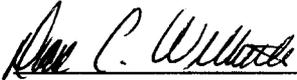
By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM



Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

Microsoft Premier Support Services Description Schedule:
 Fee and Named Contacts for
City of Plano

TX DIR-SDD-821

Texas DIR Website:

<http://www.dir.state.tx.us/store/busops/go-direct/microsoft821.htm#con>

(Microsoft Affiliate to complete)
Premier Support Services Description Number
 (Microsoft Affiliate to complete)
Schedule Number

001294547

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by providing payment for the Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

Term
This Schedule will commence on <u>10/27/2009</u> the "Commencement Date") and will expire on <u>10/26/2010</u> (the "Expiration Date").

- 1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

Description of Services – Main Contract
<ul style="list-style-type: none"> Support Account Management Included Up to 80 hours Support Assistance Up to 120 hours for Problem Resolution Support Unlimited User Access to Premier Online Website
Total Due: \$68,310

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:
Address: Microsoft Corporation (Attn: Robert Van Meter) _____ 7000 N. SH 161 LC-1/3761 _____ Irving, TX 75039 _____
Phone: 469-775-7048
Email: robvme@microsoft.com
Facsimile: 425-708-0154

EXHIBIT A
 PAGE 1 OF 2

3. Customer Named Contacts

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Named Contact Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CERTIFICATE OF INSURANCE

**ISSUE DATE
06/26/2009**

*****DOMESTIC*****
PRODUCER
Aon Risk Insurance Services West, Inc
1420 Fifth Avenue, Suite 1200
Seattle, WA 98101
206-749-4800

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

COMPANIES AFFORDING COVERAGE

INSURED

Microsoft Corporation
Risk Management Department
One Microsoft Way
Redmond, WA 98052-6399

COMPANY LETTER	A	National Union Fire Ins Co of Pittsburgh PA
COMPANY LETTER	B	Self Insured
COMPANY LETTER	C	Factory Mutual Insurance Co
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS' PROTECTION	GL4574557	07/01/09	07/01/11	GENERAL AGGREGATE PRODUCTS-COMP/OP \$2,000,000 AGG. \$ 0 PERSONAL INJURY \$ 0 EACH OCCURRENCE \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY	CA912382	07/01/09	07/01/11	BODILY INJURY & PROPERTY DAMAGE LIABILITY (COMBINED SINGLE LIMIT) \$1,000,000 PERSONAL INJURY PROTECTION Statutory MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS
	EXCESS LIABILITY UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE EXCESS OF SELF INSURED
C	Property <input checked="" type="checkbox"/> Special	UV960	07/01/05	07/01/10	BLANKET BLDG & PP \$5,000,000
B	OTHER E&O	Self Insured	07/01/09	07/01/11	SELF INSURED \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of insurance only. This certificate may not be altered in any way.

CERTIFICATE HOLDER **Additional insured** **CANCELLATION**

Microsoft Corporation
One Microsoft Way
Redmond, WA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative *Aon Risk Insurance Services West, Inc.*

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Dep</i>	11-2-09	
Council Meeting Date:	11/09/2009	Budget	<i>C.S.</i>	11-2-09	
Department:	Public Works & Engineering	Legal <i>↙</i>	<i>DCU</i>	11/2/09	
Department Head	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	11-02-09	
		City Manager	<i>[Signature]</i>	11/3/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5624		
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 Jim Bowman Construction Company, LP, increasing the contract by \$39,207, for Alley Reconstruction - Prairie Creek, Change Order No. 1. Original Bid No. 2007-230-B.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		315,472	51,528	0	367,000
Encumbered/Expended Amount		-315,472	-11,864	0	-327,336
This Item		0	-39,207	0	-39,207
BALANCE		0	457	0	457
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This item, in the amount of \$39,207, will leave a current year balance of \$457 for the Alley Reconstruction project.					
STRATEGIC PLAN GOAL: Traffic signal construction and maintenance relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
This change order, in the amount of \$39,207.24, is for revising the scope of work to include an ADA compliant sidewalk at 2341 Claridge Circle, removal of a tree in the alley, additional quantities of pavement removal and replacement and adjustment of rates of concrete work due to delays in construction schedule.					
Staff recommends approval of Change Order No. 1. The contract total will be \$360,921.24, which includes change orders of 12.19% of the original contract amount of \$321,714.00.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Change Order No. 1		N/A			

CHANGE ORDER NO. 1

**ALLEY RECONSTRUCTION - PRAIRIE CREEK
PROJECT NO. 5624
PURCHASE ORDER NO. 103406
CIP NO.33-37845
BID NO. 2007-230-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.** for the **ALLEY RECONSTRUCTION-PRAIRIE CREEK PROJECT**, dated **NOVEMBER 27, 2007**.

B. DESCRIPTION OF CHANGE

The change order is for adding an ADA compliant sidewalk at 2341 Claridge Circle, removal of a tree in the alley, additions to the area of paving and adjustment of rates of concrete work due to delays in construction schedule.

CONTINUED ON NEXT PAGE

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
102	Unclassified Alley Excavation	900	980	CY	\$10.00	\$800.00
103	Fill	35	40	CY	\$20.00	\$100.00
104	Remove Concrete Street Pavement	30	180.79	SY	\$25.00	\$3,769.75
105	Remove Concrete Alley Pavement	3,530	3,871.90	SY	\$9.00	\$3,077.10
106	Remove Concrete Driveway Pavement	820	596.48	SY	\$9.00	-\$2,011.68
107	Remove Concrete Sidewalk	31	28.97	SY	\$9.00	-\$18.27
108	Remove Slope-Protection	21	39.11	SY	\$10.00	\$181.10
110	Saw w/vacuum	1,470	1,672.00	LF	\$1.90	\$383.80
111	6" Compacted Subgrade	4,950	5,385.00	SY	\$0.50	\$217.50
112	6" Lime Stabilized Subgrade	30	180.79	SY	\$30.00	\$4,523.70
113	6" 3600 psi RC Pavement	30	180.79	SY	\$60.00	\$9,047.40
114	6" 3600 psi RC Alley Pavement	3,560	3,871.90	SY	\$43.70	\$13,630.03
115	6" 3600 psi PC Driveway Pavement	810	596.48	SY	\$45.00	-\$9,608.40
116	4" Concrete Sidewalk	28	28.97	SY	\$45.00	\$43.65
118	6" 3000 psi Slope-Protection	28	39.11	SY	\$50.00	\$555.50
119	6' Monolithic Concrete Curb	805	289.7	LF	\$2.50	-\$1,288.25
120	Longitudinal Butt Joint	310	1,383.00	LF	\$3.00	\$3,219.00
121	10' Steel Plate (Steel Header) for Driveways	965	0	LF	\$3.00	-\$2,895.00
122	Sodding including Watering	1,475	1,470.00	SY	\$5.50	-\$27.50
123	Adjust Sanitary Sewer Manhole	1	2	EA	\$500.00	\$500.00
124	Remove/Replace Guard Rail	1	0	LS	\$500.00	-\$500.00
130	R/R Sidewalk/BFR @2341 Claridge Circle	0	1	LS	\$5,750.00	\$5,750.00
131	Remove Tree @ 1600 Cloister Way	0	1	EA	\$2,600.00	\$2,600.00
132	Relocate WM @ 2341 Claridge	0	1	LS	\$750.00	\$750.00
133	Paver Repair @1504 Cloister	0	1	LS	\$1,100.00	\$1,100.00
	Concrete Price Increases					
113A	6" 3600 psi RC Pavement	0	180.79	SY	\$1.10	\$198.87
114A	6" 3600 psi RC Alley Pavement	0	3,871.90	SY	\$1.10	\$4,259.09
115A	6" 3600 psi RC Driveway Pavement	0	596.48	SY	\$1.10	\$656.13
116A	4" Concrete Sidewalk	0	28.97	SY	\$0.75	\$21.73
117A	Barrier Free Ramp	0	4	EA	\$25.00	\$100.00
118A	6" 3000 psi Slope Protection	0	39.11	SY	\$1.10	\$43.02
119A	6" Monolithic Concrete Curb	0	289.7	LF	\$0.10	\$28.97
	TOTAL					\$39,207.24

Original Contract Amount	<u>\$ 321,714.00</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 321,714.00</u>
Amount, Change Order No. 1	<u>\$ 39,207.24</u>
Revised Contract Amount	<u><u>\$ 360,921.24</u></u>
Total Percent Increase Including Previous Change Orders	<u>12.19%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **0** day(s) to this project:

Original Contract Time	<u>80 working days</u>
Amount (Including Previous Change Orders)	<u>80 working days</u>
Amount, Change Order No. 1	<u>0 working days</u>
Revised Contract Time	<u>80 working days</u>
Total Percent Increase Including Previous Change Orders	<u>0.00%</u>

CONTINUED ON NEXT PAGE

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E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated **NOVEMBER 27, 2007**.

JIM BOWMAN CONSTRUCTION
COMPANY, L.P., a Texas limited
partnership

BY: JIM BOWMAN GP, LLC, a
Texas limited liability company,
its General Partner

DATE: _____

BY: _____
JIM BOWMAN
SOLE MANAGER

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 COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **JIM BOWMAN, SOLE MANAGER**, of **JIM BOWMAN GP, L.L.C.**, a Texas Limited Liability Company, General Partner of **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	11-2-09
Council Meeting Date: 11/9/09		Budget	<i>C.S.</i>	11-2-09
Department:	Public Works & Engineering	Legal <i>WJ</i>	<i>DW</i>	11/2/09
Department Head	Alan L. Upchurch	Assistant City Manager	<i>[Signature]</i>	11-02-09
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	11/03/09
		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5970	
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 SmithGroup/F&S (formerly F&S Partners) decreasing the Architectural Services Contract by \$160,084 for the Carpenter Park Recreation Center Renovation and Expansion. Contract Modification No. 1 deletes the pool from the scope of work.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	196,987	6,337,013	0	6,534,000
Encumbered/Expended Amount	-196,987	-596,832	0	-793,819
This Item	0	160,084	0	160,084
BALANCE	0	5,900,265	0	5,900,265
FUND(S): RECREATION CENTER CIP				
COMMENTS: If this contract modification is approved, it will reduce the contract with SmithGroup/F&S in the amount of (\$160,084) and will leave a current year balance of \$5,900,265 for the Carpenter Expansion/Senior Center project.				
STRATEGIC PLAN GOAL: Contract modification for recreation center design relates to the City's Goal of Great Neighborhoods – 1 st Choice to Live.				
SUMMARY OF ITEM				
The original agreement with SmithGroup/F&S (formerly F&S Partners) is for architectural design for Carpenter Park Recreation Center Renovation and Expansion to include new weight and cardio room, renovation of restroom/showers, multipurpose room, repair of roof, skylights, gym and court floors, ADA/fire alarm upgrades and warm water pool and natatorium. With the Council decision to eliminate the pool, this modification deletes the design and construction oversight of the pool and natatorium from the architectural agreement.				
The new contract fee is for \$589,786 and is detailed as follows with \$40,000 as estimated reimbursable expenses:				
(continued on next page)				



CITY OF PLANO COUNCIL AGENDA ITEM

	Original Amount	Change	New Amount
Schematic Design Phase	\$149,974		\$149,974
Design Development Phase	\$149,974	-\$ 35,962	\$114,012
Construction Document Phase	\$262,454	-\$ 89,904	\$172,550
Bid/Negotiate Phase	\$ 37,494	-\$ 12,844	\$ 24,650
Construction Phase	\$149,974	-\$ 21,374	\$128,600
TOTAL FEE	\$749,870	-\$160,084	\$589,786

The estimated revised construction cost is \$5,820,000.00.

List of Supporting Documents:
Contract Modification No. 1
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

CONTRACT MODIFICATION

**CARPENTER PARK RECREATION CENTER
RENOVATION AND EXPANSION
PROJECT NO. 5970**

**PURCHASE ORDER NO. 103691
CIP NO. 23406**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and SmithGroup/F&S (formerly F&S Partners) (hereinafter "Consultant"), dated March 11, 2009, 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:

Delete pool and natatorium from original scope of work. Reduce scope per Exhibit "A".
Decrease lump sum fees as follows:

Design Development Phase	-\$ 35,962
Construction Document Phase	-\$ 89,904
Bid/Negotiate Phase	-\$ 12,844
Construction Phase	<u>-\$ 21,374</u>
TOTAL	<u>-\$160,084</u>

Compensation:

The deletion of pool and natatorium design in this modification results in a net deductive change of \$160,084, reducing the original contract amount to \$589,786.

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>749,870.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>749,870.00</u>
Amount, Modification No. 1	\$	<u>-160,084.00</u>
Revised Contract Amount	\$	<u><u>589,786.00</u></u>
Total Percent Increase Including Previous Modifications		<u>-21.35%</u>

CITY OF PLANO

**SMITHGROUP/F&S
 (formerly F&S Partners)
 CONSULTANT**

 OWNER

By: _____
 (signature)

Print Name: Thomas H. Muehlenbeck

Print Title: City Manager

Date: _____

 CONSULTANT

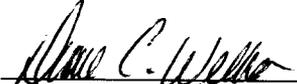
By: _____
 (signature)

Print Name: _____

Print Title: _____

Date: _____

APPROVED AS TO FORM:

By: 
 Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 2009, by _____, _____, of **SMITHGROUP/F&S** (formerly F&S Partners), 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 _____, 2009, 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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Dep</i>	<i>10-30-09</i>
Council Meeting Date: 11/09/09		Budget	<i>MM</i>	<i>10-30-09</i>
Department:	Public Safety Services	Legal	<i>DEL</i>	<i>11/12/09</i>
Department Head	Bruce D. Glasscock	Assistant City Manager	<i>[Signature]</i>	
Dept Signature:		Deputy City Manager	<i>[Signature]</i>	<i>10.30.09</i>
		City Manager	<i>[Signature]</i>	<i>11/2/09</i>
Agenda Coordinator (include phone #): Dee Dee Falls ext. 7747				
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 ADOPTION OF COUNCIL STRATEGIC PLAN				
CAPTION				
Adoption of City Council Strategic Plan for 2009-2024				
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				
Adoption of Strategic Plan for 2009-2024, setting forth goals and principles for City Council decisions, policies and actions.				
List of Supporting Documents: Strategic Plan 2009-2024		Other Departments, Boards, Commissions or Agencies n/a		

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STRATEGIC PLAN

2009 → 2014 → 2024



Plano, Texas
September 2009



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

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E-mail: sumekassoc@cfl.rr.com

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Section V – Action Agenda 2009 – 2010	22

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SECTION I

STRATEGIC PLANNING FOR THE CITY OF PLANO

Strategic Planning Model for the City of Plano

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

VISION

**Destination
“You Have Arrived”**

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

PLAN

**Map
“The Right Route”**

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

EXECUTION

**Itinerary
“The Right Direction”**

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

MISSION

**Vehicle
“The Right Bus”**

Personal values that define performance standards and expectations for employees

CORE BELIEFS

**Fuel
“The Right People”**

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SECTION II

PLANO

VISION 2024

City of Plano Vision 2024

Plano is

a Vibrant, Safe and Sustainable City

with Attractive Neighborhoods and

Urban Centers,

a Vital Economy, a High Degree of Mobility

and an Abundance of Educational,

Recreational and Cultural Opportunities.

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SECTION III

PLAN 2009 – 2014

Goals 2014

Financially Strong City with Service Excellence

=====

Safe Large City

=====

Strong Local Economy

=====

Great Neighborhoods – 1st Choice to Live

=====

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

=====

Partnering for Community Benefit

Goal 1

Financially Strong City with Service Excellence

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Declining and uncertain city revenues
2. Residents’ expectation of services
3. Willingness to increase tax rate
4. Commercial property values: projection to drop 5% = \$5 + million

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Changing demographics: senior tax exemption, spending – growth in the future
2. Retirements within city
3. Legislative impact of federal and state governments: control of revenues, pushing down services
4. Use of technology
5. Misinformation about budget and finances in the community
6. Communicating with residents
7. Potential super inflation and impact of city operation
8. Distraction of federal stimulus dollars – focus on capital projects, Plano’s success and self reliance

POLICY ACTIONS 2009 – 2010

- | | PRIORITY | | PRIORITY |
|--|-----------------|--|-----------------|
| 1. Three Year Budget and Tax Rate:
Direction <ul style="list-style-type: none">• Determine Tax Rate (2010/2011)• Adopt Budget 2009-2010, 2010-2011• Determine Mid Term Fiscal Policy Direction, Debt Policy, Fund Equity Policy | Top Priority | 4. Land Acquisition: Direction, Actions <ul style="list-style-type: none">• Acquire Sites in TIF #2 for redevelopment• Review Parks Master Plan | High Priority |
| 2. Human and Social Services: Evaluation, Funding <ul style="list-style-type: none">• Determine Role of City Government in Human and Social Services (<u>General Fund</u>)• Evaluate Current Partners, Programs and Funding Level• Review Approach by Other Cities and Their Funding• Determine Direction | Top Priority | 5. City Funding for Outside Organizations: Policy Direction (Historic and Arts) <ul style="list-style-type: none">• Determine City’s Role and Criteria for Funding• Determine Funding Sources and Options; Analyze Impact on General Fund/Hotel Tax | High Priority |
| 3. Water/Sewer Capital Project and Funding: Policy Direction <ul style="list-style-type: none">• Review Capital Projects: New and Replacement• Evaluate Funding Options (Beyond “Pay as You Go”), Including Pros and Cons• Determine Policy Direction | Top Priority | | |

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MANAGEMENT 2009 – 2010

1. Information Technology: Evaluation, Long-Term Plan
2. Financial Information Online: Implementation
3. Retirements and Succession Planning: Continued Implementation
4. 2010 Citizen Survey
5. Performance Measurement System

ON THE HORIZON

1. Public Information: Expansion, Funding
2. Management Succession Planning
3. Water Conservation Program: Expansion
4. Los Rios Country Club: Acquisition: Funding Source
5. 2010 Citizen Survey
6. Hall Tract: Acquisition, Funding Source
7. Sowell Tract: Acquisition, Funding
8. Haggard Farm: Acquisition, Funding

Goal 2

Safe Large City

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Use of technology: communications, prevention and enforcement
2. Cost and funding for public safety
3. Maintaining appropriate public safety staffing
4. Residents’ taking greater responsibility for neighborhood and community safety

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Maintaining current image: safe city
2. Legislative action by state and federal governments
3. Interagency cooperation and coordination
4. Maintaining response times
5. Changing community demographics: increasing calls for services by seniors
6. Defining level of personal safety

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POLICY ACTIONS 2009 – 2010

PRIORITY

- 1. Neighborhood Crime Strategy (Address Specific Problems) Top Priority
 - Review Current Activities, Including Police, Code
 - Identify Areas (14th/Jupiter, Parker Road, Southfork Hotel, Etc.)
 - Determine Overall Direction
 - Develop Specific Actions
- 2. Fire Staffing and Equipment: Funding (Linked to Fire Station 13) Top Priority
 - Determine Funding for Staffing (Impact on Tax Rate for 45 New FD Employees)
 - Determine Funding for Equipment (Impact on Tax Rate)

MANAGEMENT 2009 – 2010

- 1. Grants for Public Safety
- 2. Technology Actions for Public Safety
- 3. Radio System Replacement: Implementation
- 4. Public Safety Deployment
- 5. Comprehensive City Emergency Management Plan Update
- 6. City Pandemic Flu Plan Update, Funding
- 7. Animal Shelter Expansion

ON THE HORIZON

- 1. Neighborhood Crime Watch: Evaluation, Funding
- 2. School Liaison Officers: Direction

Goal 3

Strong Local Economy

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Uncertain national and local economy
2. Helping businesses to grow and expand
3. Business and developer access to capital
4. Competition from other cities, including 4A and 4B cities, regional retail
5. Aging older retail centers and attitude of property ownership

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Maintaining Plano’s reputation as a “major business center”
2. Store closings and vacant big boxes and tenant least space
3. Dwindling green fields
4. Higher education institution – University of Texas, Dallas (Tier 1 University)
5. Mall: performance and fragmented ownership
6. City tools to support redevelopment

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POLICY ACTIONS 2009 – 2010

PRIORITY

1. Landbank: Policy Direction and Actions Top Priority
 - Analyze Current Situation and Potential Opportunities
 - Determine Direction on City Acquisition for Private Development and Redevelopment
2. Plano Centre: Feasibility, Direction, Funding
 - Determine Funding for Feasibility Study on Hotel and Convention Center
 - Determine Funding Sources and Options; Analyze Impact on Debt Fund/Hotel Tax
3. Plano Centre: Business Plan
 - Determine Philosophy on Shows and Programs for Facility

ON THE HORIZON

1. Recreational Tourism Strategy: Development

Goal 4

Great Neighborhoods – 1st Choice to Live

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Old homes needing modernization: increasing interest in remodeling, some homes needing demolition
2. Attracting young families to mature neighborhoods
3. Partnering with PISD for quality schools and educational programs
4. Code and neighborhood appearance
5. Aging residents and upkeep of older homes

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Attractive mature neighborhoods with large trees, quality infrastructure
2. Working with realtors and contractors
3. Difference in cultural standards
4. Demonstrating home values and opportunities for upgrade and modernization
5. Working with H.O.A.s: keeping information current, homeowners walking from their responsibilities
6. Neighborhood infrastructure put in by developer for sale, now residents and associations are walking away without making improvements

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POLICY ACTIONS 2009 – 2010

1. Carpenter Community Center: Renovation and Upgrade, Funding
2. Private Neighborhood Infrastructure/ Private Amenities Owned by HOA: Policy Direction, Funding
 - Identify, Analyze the Concern/Problem
 - Discuss the City’s Role and Responsibility of HOA/Residents
 - Determine Policy Direction
3. Rental Inspection for Single Family Residences: Development and Implementation, Funding
 - Develop Draft Program and Regulations
 - Determine Overall Policy Direction
4. Neighborhood Plans: Development and Implementation
 - Continue the Implementation of Current Plans
 - Determine Direction: Next Neighborhood

PRIORITY

High Priority

High Priority

MANAGEMENT 2009 – 2010

1. Residential Modernization Handbook
2. Comprehensive Plan: Update
3. Housing Rehabilitation Program: New Policies, Direction
4. Zoning Ordinance: Update
5. Neighborhood Indicators
6. Census Complete Count Committee: Actions

MAJOR PROJECTS 2009 – 2010

1. Day Labor Center: Improvement (Federal Stimulus)

ON THE HORIZON

1. Liberty Community Center: Upgrade, Funding
2. Oak Point Park Development, Funding
3. Preservation Plan: Update (2003) [Heritage Commission]
4. Older Homes Modernization Program: Development, Funding
5. Development Fee: Policy Direction

Goal 5

Exciting Urban Centers – Destination for Residents and Guests

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Rekindling interest and enthusiasm in downtown Plano
2. Access to capital by businesses
3. City’s role in creating urban centers
4. Working with current businesses and property owners

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Neighborhoods surrounding urban centers
2. Aging strip commercial centers and areas
3. Future of Collin Creek Mall, lack of interested party(ies) and expectations of residents
4. Source of funding for urban center development
5. Homeowner opposition to land use changes, including density

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POLICY ACTIONS 2009 – 2010

PRIORITY

1. Downtown Vision Update
 - Review and Update Current Vision, Plan, Programs
 - Assess Factors Contributing to or Inhibiting
 - Determine City Actions
2. Alcohol Policy: Review (Special Events, Parks, Private Clubs)
 - Review Current Policies
 - Explore Options
 - Determine Policy Direction
3. Parker Road Station: Development
 - Determine Direction on Land for Station and Potential Development

Top Priority

High Priority

High Priority

ON THE HORIZON

1. Cotton Belt – Terminus: Location
2. T.I.F. II Project Financing Plan: Modification
3. Special Events: Requests and Funding Policy Direction (Including City Sponsorship and Financial Participation)
4. Arts of Collin County: City Action, Funding
5. Public Improvement District: Evaluation, Direction
6. Collin Creek Mall Strategy: Timing, Potential Funding
7. Density and Land Uses: Policy Direction

Goal 6

Partnering for Community Benefit

OBJECTIVES

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

MEANS TO CITIZENS

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

SHORT TERM CHALLENGES AND OPPORTUNITIES

1. Competing objectives and goals among community organizations and with city
2. Past history and relationships
3. Growing interest by partners among corporations, residents, community among corporations, residents, community organizations
4. New leadership: outreach to other cities, school district and region
5. Relationship to legislative delegation: state, federal, county

LONG TERM CHALLENGES AND OPPORTUNITIES

1. Interest in volunteerism and utilization of retirees
2. Leverage resources for community benefit
3. Advocacy for the city and comfortableness with speaking for the city
4. Targeting meaning involvement: time, benefit to Plano presence at meetings
5. Time commitment to regionalism (personal)

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POLICY ACTIONS 2009 – 2010

PRIORITY

ON THE HORIZON

1. School Strategy: Development, City Actions
 - Regular Productive Meetings: Schools and City
 - Mutual Addressing Issues
 - Model on Corporate Partnership
2. Faith Based Community Strategy: Development, City Actions, Funding
 - Define City’s Role
 - Identify Opportunities for Collaboration
 - Determine Policy Direction and Guidelines
3. Corporate Partnership: Direction
 - Identify Potential Opportunities
 - Determine Direction

1. Collin County Cities Strategy: Development, City Actions
2. Regional Strategy: Development, City Actions, Leadership

SECTION IV

CITY OF PLANO

OUR MISSION

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Our Mission

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

SECTION V

CITY OF PLANO

ACTION AGENDA 2009 – 2010

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City of Plano ***Policy Agenda 2009 – 2010***

TOP PRIORITY

- Three Year Budget and Tax Rate: Direction**
- Human and Social Services: Evaluation, Funding**
- Water/Sewer Capital Project and Funding: Policy Direction**
- Neighborhood Crime Strategy (Address Specific Problems)**
- Fire Staffing and Equipment: Funding(Linked to Fire Station 13)**
- Neighborhood Crime Strategy (Address Specific Problems)**
- Fire Staffing and Equipment: Funding(Linked to Fire Station 13)**
- Landbank: Policy Direction and Actions**
- Downtown Vision Update**

HIGH PRIORITY

- Land Acquisition: Direction, Actions**
- City Funding for Outside Organizations: Policy Direction (Historic, Arts, Social Service)**
- Carpenter Community Center: Renovation and Upgrade, Funding**
- Private Neighborhood Infrastructure(Owned by HOA): Policy Direction, Funding**
- Alcohol Policy: Review (Special Events, Parks, Private Clubs)**
- Parker Road Station: Development(Link to TIF II)**

City of Plano

Management Agenda 2009 – 2010

Information Technology: Evaluation, Long-Term Plan

Financial Information Online: Implementation

Retirements and Succession Planning: Continued Implementation

2010 Citizen Survey

Performance Measurement System

Grants for Public Safety

Technology Actions for Public Safety

Radio System Replacement: Implementation

Public Safety Deployment

Comprehensive City Emergency Management Plan Update

City Pandemic Flu Plan Update, Funding

Animal Shelter Expansion

Residential Modernization Handbook

Comprehensive Plan: Update

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Housing Rehabilitation Program: New Policies, Direction

Zoning Ordinance: Update

Neighborhood Indicators

Census Complete Count Committee: Actions

Major Projects 2009 – 2010

Day Labor Center: Improvement (Federal Stimulus)

Environmental Education Building: Construction

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			
Council Meeting Date:	11/9/09	Purchasing	<i>Def</i> 10-30-09
Department:	Parks and Recreation	Budget	<i>JK</i> 10-30
Department Head	Amy Fortenberry	Legal	<i>gob</i> 10-30-09
Dept Signature:	<i>Amy Fortenberry</i>	Assistant City Manager	
		Deputy City Manager	<i>SO</i> 11-02-09
		City Manager	<i>JK</i> 11/5/09
Agenda Coordinator (include phone #): Susan Berger (7255)			

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

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the submission of a grant application to the Texas Department of Transportation for funding assistance through the 2009 Texas Transportation Enhancement Program; certifying that the City is eligible to receive financial assistance under the program; certifying that the City's matching share is readily available; authorizing the Director of Parks and Recreation to execute all documents necessary to effectuate the grant; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): This item which has no current fiscal impact at this time, allows the City to submit a grant application to TxDOT for the Bikeway System project. If this request is approved, the City's commitment will be 20% of the project, an amount not to exceed \$500,000.

COMMENTS: STRATEGIC PLAN GOAL: Grant applications for the bikeway system relate to the City's Goal of Great Neighborhoods -1st Choice to Live.

SUMMARY OF ITEM

The Texas Department of Transportation recently issued the 2009 Texas Transportation Enhancement Program Call for Projects. Eligible projects include bicycle and pedestrian projects. This grant request is for funding to implement a system of signage and pavement markings for the City's on-street bicycle transportation plan. The City of Plano is eligible to apply for grant funds in this Call for Projects. Texas Transportation Enhancement Grant projects require a 20% local match with 80% of the funding coming from the Texas Department of Transportation.

The total project cost is estimated to be \$1,850,000. The grant application request is for \$1,480,000. The City's share of the project will not exceed \$500,000.



CITY OF PLANO COUNCIL AGENDA ITEM

Funding is budgeted in the 2009-10 and 2010-11 Park Improvement Community Investment Program.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FUNDING ASSISTANCE THROUGH THE 2009 TEXAS TRANSPORTATION ENHANCEMENT PROGRAM; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE FINANCIAL ASSISTANCE UNDER THE PROGRAM; CERTIFYING THAT THE CITY'S MATCHING SHARE IS READILY AVAILABLE; AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation recently issued the 2009 Texas Transportation Enhancement Program Call for Projects ("Program"); and

WHEREAS, the City of Plano seeks to develop and maintain a system of clearly identified on-street bicycle routes; and

WHEREAS, the on-street bicycle route system is a viable and important asset to the City of Plano; and

WHEREAS, the implementation of a signed and marked on-street bicycle route system will be in the best interests of the citizens of the City of Plano.

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

Section I. The City of Plano hereby authorizes the submission of a grant application for funding through the Texas Department of Transportation to make the necessary improvements to the on-street bicycle transportation system.

Section II. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section III. The City of Plano hereby certifies that the matching share for this application is readily available at this time and will provide the required local match at 20 percent or greater of the total project cost, including being responsible for all non-federally fundable items and 100 percent of all overruns. City matching funds under this Program shall not exceed \$500,000.00.

Section IV. The City of Plano hereby certifies to commit to the project's development, implementation, construction, maintenance, management and financing.

Section V. The City Council of the City of Plano hereby specifically authorizes and directs the Director of Parks and Recreation to act for and on behalf of the City of Plano with the Texas Department of Transportation for the purpose of participating in the 2009 Texas Transportation Enhancement Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section VI. This Resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED this the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	ML 11/02/09
Council Meeting Date:	11/09/09	Budget	C.S. 11-2-09
Department:	Purchasing	Legal	ML 11-2-09
Department Head	Mike Ryan	Assistant City Manager	ML 11-2-09
Dept Signature:		Deputy City Manager	ML 11-3-09
		City Manager	ML 11/3/09
Agenda Coordinator (include phone #):		Sharron Mason x7247	

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE UNIVERSITY OF TEXAS AT DALLAS FOR A TRAINING PROGRAM, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	74,135	0	74,135
Encumbered/Expended Amount	0	-600	0	- 600
This Item	0	-30,000	0	-30,000
BALANCE	0	43,535	0	43,535

FUND(S): **GENERAL FUND**

COMMENTS: Funds are included in the FY2009-10 adopted budget to provide an Interlocal Cooperation Agreement between the City of Plano and the University of Texas at Dallas. The remaining balance of funds will be used for other Professional Development Programs.

STRATEGIC PLAN GOAL: Providing educational services as a part of the City's Professional Development Program relates to a "Partnering for Community Benefit."

SUMMARY OF ITEM

Interlocal Cooperation Agreement By and Between the City of Plano and the University of Texas at Dallas, providing terms and conditions for Educational Services as part of the City's Professional Development Program for a period of one (1) year with three (3) additional twelve (12) month periods by giving written notice to the University of Texas at Dallas of Plano's election to extend the term thereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE UNIVERSITY OF TEXAS AT DALLAS FOR TRAINING PROGRAM, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

RESOLUTION NO. _____

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

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL NO. 2009-211-I
INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS FOR
A TRAINING PROGRAM**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "PLANO", and **THE UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

W I T N E S S E T H:

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

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

WHEREAS, PLANO wishes to offer its employees a Training Program; and

WHEREAS, University is an institution of higher education that offers Training Programs and desires to offer its Programs to PLANO employees; and

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

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

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

**I.
TERM**

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

**II.
THE PROGRAM**

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

**III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. City shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. City shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.
2. University shall provide program design and delivery. University shall also provide a program manager to work with the city.

**IV.
CONSIDERATION / FEES**

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, PLANO shall pay University as follows:

\$1600 for each six (6) hour session

B. University will send an invoice to PLANO upon completion of each session. Payments made hereunder shall be made to University within thirty (30) days of receiving University's invoice.

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

**V.
TERMINATION**

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

**VI.
RELEASE AND HOLD HARMLESS**

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

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

**VII.
NOTICE**

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

**The University of Texas at Dallas City of PLANO Representative:
Representative:**

Dr. Kimberly A. Aaron
Director, Institute of Public Affairs
800 West Campbell Road WT 17
Richardson, Texas 75080
(972) 883-4926

Mr. Greg Carpenter
Organizational Development Manager
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
(972) 941-7614

**VIII.
AUTHORITY TO SIGN**

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

IX. SEVERABILITY

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

X. VENUE

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

XI. REMEDIES

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

XIII. SUCCESSORS AND ASSIGNS

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

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

THE UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____
Calvin Jamison
Vice President for Business Affairs

CITY OF PLANO, TEXAS

Date: _____

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **Calvin Jamison** Vice President for Business Affairs at **THE UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas

EXHIBIT "A"

Training Program Sessions: Leadership
Managing Change
Decisionmaking

Scheduled Course Dates: To be determined by **PLANO** and **University**.

Instructor: Doug Kiel

Hours: Three six hour sessions at times to be determined

Fees: \$1600 per session

Materials/Supplies Materials will be supplied by the **University**

The city can duplicate instructional materials for the classes.

AV: Needs will vary and will be determined before each class

Location/Facilities: The city will provide training facilities and equipment



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Purchasing		<i>DB</i>	11-2-09	
Council Meeting Date:	11/09/09	Budget	<i>C.S.</i> 11-2-09	
Department:	Public Works & Engineering	Legal <i>ws</i>	<i>DW</i> 11-2-09	
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>SOA</i> 11-02-09	
		City Manager	<i>J. De</i> 11/3/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>IP</i>	Project No. 5789	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, authorizing the purchase of street light standards and associated equipment for Ridgeview Drive from Independence Parkway to Coit Road, from CoServ Electric Company, who is the selected provider of electric service and the selected provider of such equipment; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	648,016	637,984	0	1,286,000
Encumbered/Expended Amount	-648,016	-284,057	0	-932,073
This Item	0	-98,545	0	-98,545
BALANCE	00	255,382	0	255,382
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This item in the amount of \$98,545, will leave a current year balance of \$255,382 for the Ridgeview – Coit to Independence project.				
STRATEGIC PLAN GOAL: Purchases associated with street lighting relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Ridgeview Drive from Gillespie Drive is to Coit Road is served by both CoServ and Oncor. For the installation of street lights on this portion, CoServ has submitted a price of \$43,770.78 where as Oncor has a price of \$54,805.00. Ridgeview Drive from Gillespie Drive to Independence Parkway is served solely by CoServ and for this portion the submitted price is \$54,774.48. Since CoServ is lower than Oncor for the commonly served area, staff is recommending approval of an agreement with CoServ to install street lighting for the entire length of Ridgeview Drive at a total cost of \$98,545.26.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF STREET LIGHT STANDARDS AND ASSOCIATED EQUIPMENT FOR RIDGEVIEW DRIVE FROM INDEPENDENCE PARKWAY TO COIT ROAD FROM COSERV ELECTRIC COMPANY, WHO IS THE SELECTED PROVIDER OF ELECTRIC SERVICE AND THE SELECTED PROVIDER OF SUCH EQUIPMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano (“City”) needs to purchase thirty five (35) thirty foot (30’) street light standards and associated equipment for the Ridgeview Drive from Independence Parkway to Coit Road (“Project”); and

WHEREAS, under Section 252.022 of the Local Government Code, expenditures of gas, water and other utility services are exempt from the bid requirement; and

WHEREAS, CoServ Electric (“CoServ”) has presented the City of Plano with an agreement for street lighting services, that is less expensive than the other electrical provider, in the Independence Parkway to Coit Road section of Ridgeview Drive, a substantial copy of which is attached as Exhibit “A” and incorporated herin by reference (hereinafter called “Agreement”); and

WHEREAS, the City relies on CoServ to install and maintain the thirty foot (30’) street light standards and associated equipment for the City of Plano; and

WHEREAS, CoServ will not install or maintain street light standards that are not ordered from them; and

WHEREAS, the City Council is of the opinion that the equipment needed for lighting this section of the Project is available most economically from CoServ; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee 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 his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the agreement.

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

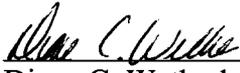
DULY PASSED AND APPROVED the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

1. City agrees to pay Company \$ 98,545.58 upon completion of the work required to install the street light poles and luminaries listed in this agreement and as shown in the attached print. The City will provide all civil work.

2. Company agrees to install, own, operate and maintain said street lights in accordance with its street lighting agreement with customer. However, if City or Developer fails to pay, on demand, the amount indicated above, this supplemental agreement is automatically terminated.

3. All parties agree that Company will retain for its use and benefit the payment received hereunder in consideration of its obligation to install said street lights and that Company at all times, has title to, and complete ownership and control of, said street lights.

4. Company is not liable for loss or injury caused by delay or failure to install the electric facilities necessary to serve customer because of delay in receiving shipment of required material, orders or formal request of governmental agencies, acts of God or the public enemy, inevitable accidents, tire, explosions, strikes, riots, war, or any other causes reasonably beyond control of the Company. If Company is prevented from installing such electric facilities by any of the above causes, Company agrees to return to City or Developer, without interest, the entire amount of City or Developer's payment, thereby terminating this supplement and Company's obligation to provide the electric facilities described herein.

5. This agreement is entered into subject to the terms of the Agreement for Street Lighting Service between City and Company dated _____.

ACCEPTED BY COMPANY	ACCEPTED BY CITY	ACCEPTED BY DEVELOPER (if applicable)
SIGNATURE	SIGNATURE	SIGNATURE
TITLE Project Engineer Supervisor	TITLE	TITLE
DATE SIGNED	DATE SIGNED	DATE SIGNED

PREPARED BY Jody Padron	COMPLETED BY	APPROVED FOR BILLING BY
DATE September 11,2009	DATE	DATE



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date: 11/9/09		Purchasing	<i>DP</i> 10-30-09	
Department: Public Works & Engineering		Budget	<i>C.S.</i> 10-30-09	
Department Head: Alan L. Upchurch		Legal	<i>JW</i> 11/2	
Dept Signature: <i>Alan L. Upchurch</i>		Assistant City Manager		
		Deputy City Manager	<i>PS</i> 11-02-09	
		City Manager	<i>JW</i> 11/3/09	
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5844		
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				
<p>A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between the City of Plano, Texas, and Betty Jean Morris for the purchase of 0.491 acres of right of way and 0.029 acres of temporary construction easement, situated in the Dyer Survey, Abstract No. 360, Denton County, Texas, to be used for Marsh Lane widening; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	24,750	764,250	0	789,000
Encumbered/Expended Amount	-24,750	-8,425	0	-33,175
This Item	0	-96,233	0	-96,233
BALANCE	0	659,592	0	659,592
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item allows the City to purchase .491 acres of right of way and .029 acres of temporary construction easement. If this item is approved, the City of Plano will pay \$96,233 for the purchase of land associated with the Marsh – Parker Road South project.				
STRATEGIC PLAN GOAL: Land purchases for street improvements relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
<p>The proposed widening of Marsh Lane, south of Parker Road, requires the acquisition of a 0.491 acre tract of land. A portion of the property is undeveloped, and a portion has an existing cell tower on it. The purchase price is \$96,232.50. The City is also constructing two driveways, a median opening and a water service to the property. Funding for the project will be 100% reimbursed by Denton County.</p>				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND BETTY JEAN MORRIS FOR THE PURCHASE OF 0.491 ACRES OF RIGHT OF WAY AND 0.029 ACRES OF TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE DYER SURVEY, ABSTRACT NO. 360, DENTON COUNTY, TEXAS, TO BE USED FOR MARSH LANE WIDENING; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

DULY PASSED AND APPROVED the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

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

WHEREAS, under threat of condemnation, the Purchaser desires to purchase and the Seller desires to sell to Purchaser 0.491 acres of land in fee simple for right-of-way purposes consisting of a 0.350 acre tract and a 0.141 acre tract as more particularly described as Tract 1 and Tract 2, respectively, in Exhibit "A" attached hereto (collectively the "Property") and a 0.029 acre tract of land for a Temporary Construction Easement, as more particularly described in Exhibit "B" (the "Easement"). Exhibits "A" and "B" are made a part hereof by reference.

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

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

1. Agreement to Convey

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

2. Purchase Price

The purchase price ("Purchase Price") to be paid for the Property and the Easement shall be **NINETY-SIX THOUSAND TWO HUNDRED THIRTY-TWO AND 50/100 DOLLARS (\$96,232.50)**. The Purchase Price shall be payable in cash or other immediately available funds at the Closing as hereinafter defined.

3. Title Commitment

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

4. Representations and Warranties of Seller

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

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

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

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

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

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

(g) Except as otherwise specifically stated in this Contract, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, and the existence of any environmental hazards or conditions thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii)

except for any warranties contained in the Deed to be delivered by Seller at the Closing, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body. Purchaser acknowledges that it will inspect the Property and, except for the specific representations, warranties and covenants contained herein, Purchaser will rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges that the information provided and to be provided with respect to the Property, if any, was obtained from a variety of sources and Seller (i) has not made any independent investigation or verification of such information; and (ii) does not make any representations as to the accuracy or completeness of such information, except for the specific representations, warranties and covenants contained herein. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE PROPERTY. The terms of this paragraph shall expressly survive Closing and such limitation shall be expressly incorporated into the Deed.

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

5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

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

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

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

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

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

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

6. The Closing

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

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

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

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

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

7. Closing Costs and Proration

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

8. Default

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either

enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Purchaser shall have the right to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

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

9. Right to Possession

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

10. Nonwaiver

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

11. Miscellaneous Provisions

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

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

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

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given. Copies of notices to Seller shall be sent to Betty Jean Morris, c/o Randall Morris, 4745 Strait Lane, Carrollton, Texas 75010 with copies to Michael D. Hesse, Hesse & Hesse, L.L.P., 1518 Legacy Drive, Suite 250, Frisco, Texas 75034. Facsimile copies of executed counterparts have the same effect as originally executed counterparts.

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

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

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

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

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

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

(l) Numerous copies of this contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

(m) Purchaser shall have the right to assign this Contract to a related person or entity without Seller's consent.

(n) Purchaser shall construct at its sole cost and expense a 12 foot drive for the cell tower at a location reasonably determined by Seller and this obligation shall survive Closing.

(o) Purchaser shall construct at its sole cost and expense two 15 foot drives for the vacant property to be located by the Seller, and this obligation shall survive Closing.

(p) Purchaser shall replace at its sole cost and expense the existing wood fence with two gates on the new property line, and this obligation shall survive Closing.

(q) Purchaser shall replace at its sole cost and expense the existing chain link fence and gate on the new property line of Seller's remaining property and this obligation shall survive Closing.

(r) Purchaser shall install at its sole cost and expense a one inch water service to be located by the Seller, and this obligation shall survive Closing.

(s) Purchaser shall pay all costs related to the Closing of this transaction and the construction of items provided herein and this obligation shall survive Closing.

(t) Purchaser will install one median opening with left turn lane.

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

SELLER

Date: 10-19-09

Betty Jean Morris
BETTY JEAN MORRIS
Address: c/o Randall Morris
4745 Strait Lane
Carrollton, Texas 75010

PURCHASER:

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

Date: _____

By: _____

THOMAS H. MUEHLENBECK

City Manager

1520 Avenue K

P. O. Box 860358

Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

J-11

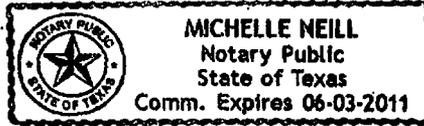
ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on the 19th day of October, 2009 by **BETTY JEAN MORRIS**, individually.

Michelle Neill
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF COLLIN §

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

Notary Public, State of Texas

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FIELD NOTES TRACT I
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE N 00°28'42" W, 5.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

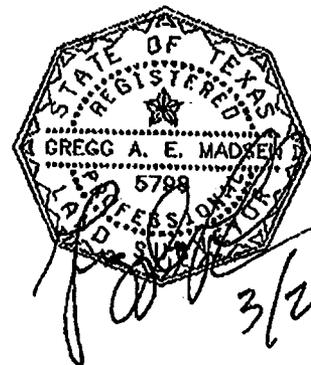
THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING N 09°28'26" W, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°31'42" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., 62.85 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 16°40'55", A CHORD BEARING OF S 08°49'10" E, 246.61 FEET AND AN ARC LENGTH OF 247.48 FEET TO A POINT FOR A CORNER;

THENCE S 00°28'42" E, 5.98 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ROOME";

THENCE S 89°30'47" W, 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.350 ACRES (15,225 SQUARE FEET) OF LAND.



**FIELD NOTES TRACT 2
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE J.B. MARTIN SURVEY, ABSTRACT No. 827, DENTON COUNTY, TEXAS, BEING ALL OF TRACT THREE DESCRIBED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHWEST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS RECORDED IN VOLUME 485, PAGE 595, D.R.T.C.T.;

THENCE N 00°11'00" E, LEAVING THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., AND ALONG THE WEST LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., 313.92 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 19°28'18", A CHORD BEARING OF S 09°32'56" E, 287.48 FEET, AND AN ARC LENGTH OF 288.87 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 02°07'29", A CHORD BEARING OF S 18°13'22" E, 31.52 FEET, AND AN ARC LENGTH OF 31.52 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

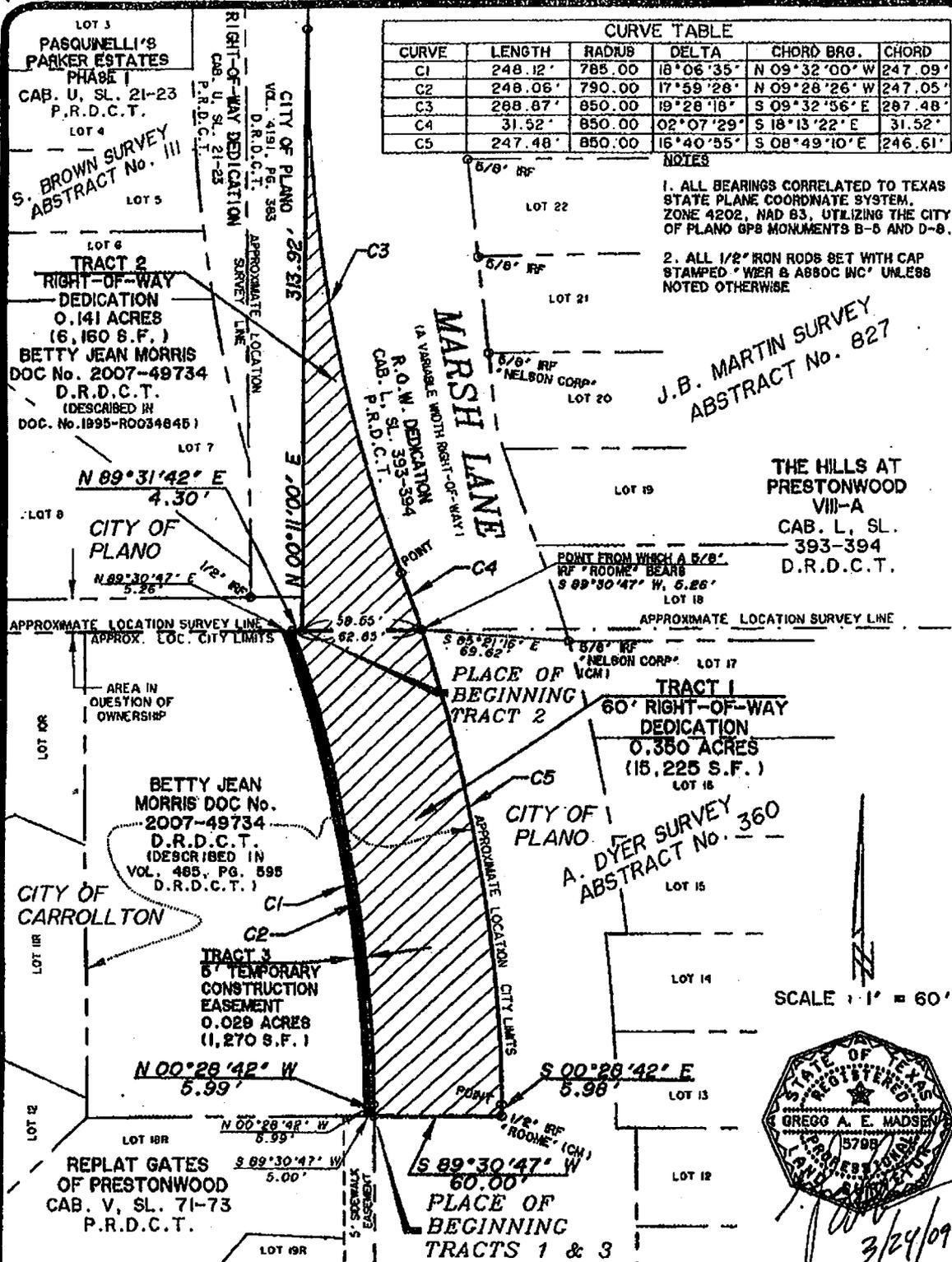
THENCE S 89°31'42" W, 58.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.141 ACRES (6,160 SQUARE FEET) OF LAND.



EXHIBIT "A"
The "Property"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	248.12'	785.00	18°06'35"	N 09°32'00" W	247.09'
C2	248.06'	790.00	17°59'28"	N 09°28'26" W	247.05'
C3	288.87'	850.00	19°28'18"	S 09°32'56" E	287.48'
C4	31.52'	850.00	02°07'29"	S 18°13'22" E	31.52'
C5	247.48'	850.00	16°40'55"	S 08°49'10" E	246.61'

NOTES
 1. ALL BEARINGS CORRELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83, UTILIZING THE CITY OF PLANO GPS MONUMENTS B-5 AND D-8.
 2. ALL 1/2" IRON RODS SET WITH CAP STAMPED "WIER & ASSOC INC" UNLESS NOTED OTHERWISE



SCALE 1" = 60'



3/24/09

EXHIBIT "A"
VARIABLE WIDTH
RIGHT-OF-WAY
DEDICATION EASEMENT
 BEING TWO TRACTS OF LAND LOCATED
 IN THE A. DYER SURVEY, ABSTRACT No. 360,
 AND THE J.B. MARTIN SURVEY, ABSTRACT No. 827
 DENTON COUNTY, TEXAS

LEGEND
 IRS IRON ROD SET
 IRF IRON ROD FOUND
 D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

WA#08072
 08072 ROW DEDICATION-MORRIS-1.dwg
 03-24-2009

WIA WIER & ASSOCIATES, INC.

Exhibit "B"
The "Easement Property"

FIELD NOTES TRACT 3
5' TEMPORARY CONSTRUCTION EASEMENT
MARSH LANE

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE S 89°30'47" W, ALONG THE NORTH LINE OF LOT 18R OF SAID PRESTONWOOD PLAT, A DISTANCE OF 5.00 FEET TO A POINT FOR A CORNER;

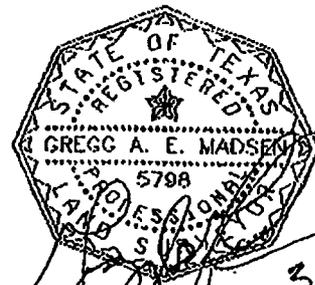
THENCE N 00°28'42" W, LEAVING THE NORTH LINE OF SAID LOT 18R, A DISTANCE OF 5.99 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 785.00 FEET, A DELTA ANGLE OF 18°06'35", A CHORD BEARING N 09°32'00" W, 247.09 FEET AND AN ARC LENGTH OF 248.12 FEET TO A POINT IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°30'47" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., A DISTANCE OF 5.26 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING S 09°28'26" E, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE S 00°28'42" E, 5.99 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.029 ACRES (1,270 SQUARE FEET) OF LAND.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	248.12'	785.00	18°06'35"	N 09°32'00" W	247.09'
C2	248.06'	790.00	17°59'28"	N 09°28'26" W	247.05'
C3	288.87'	850.00	19°28'18"	S 09°32'56" E	287.48'
C4	31.52'	850.00	02°07'29"	S 18°13'22" E	31.52'
C5	247.48'	850.00	16°40'55"	S 08°49'10" E	246.61'

NOTES
 1. ALL BEARINGS CORRELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83, UTILIZING THE CITY OF PLANO GPS MONUMENTS B-5 AND D-8.
 2. ALL 1/2" IRON RODS SET WITH CAP STAMPED "WIER & ASSOC INC" UNLESS NOTED OTHERWISE

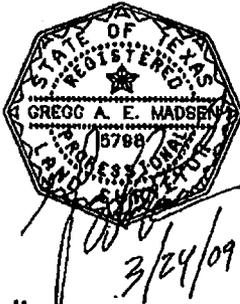
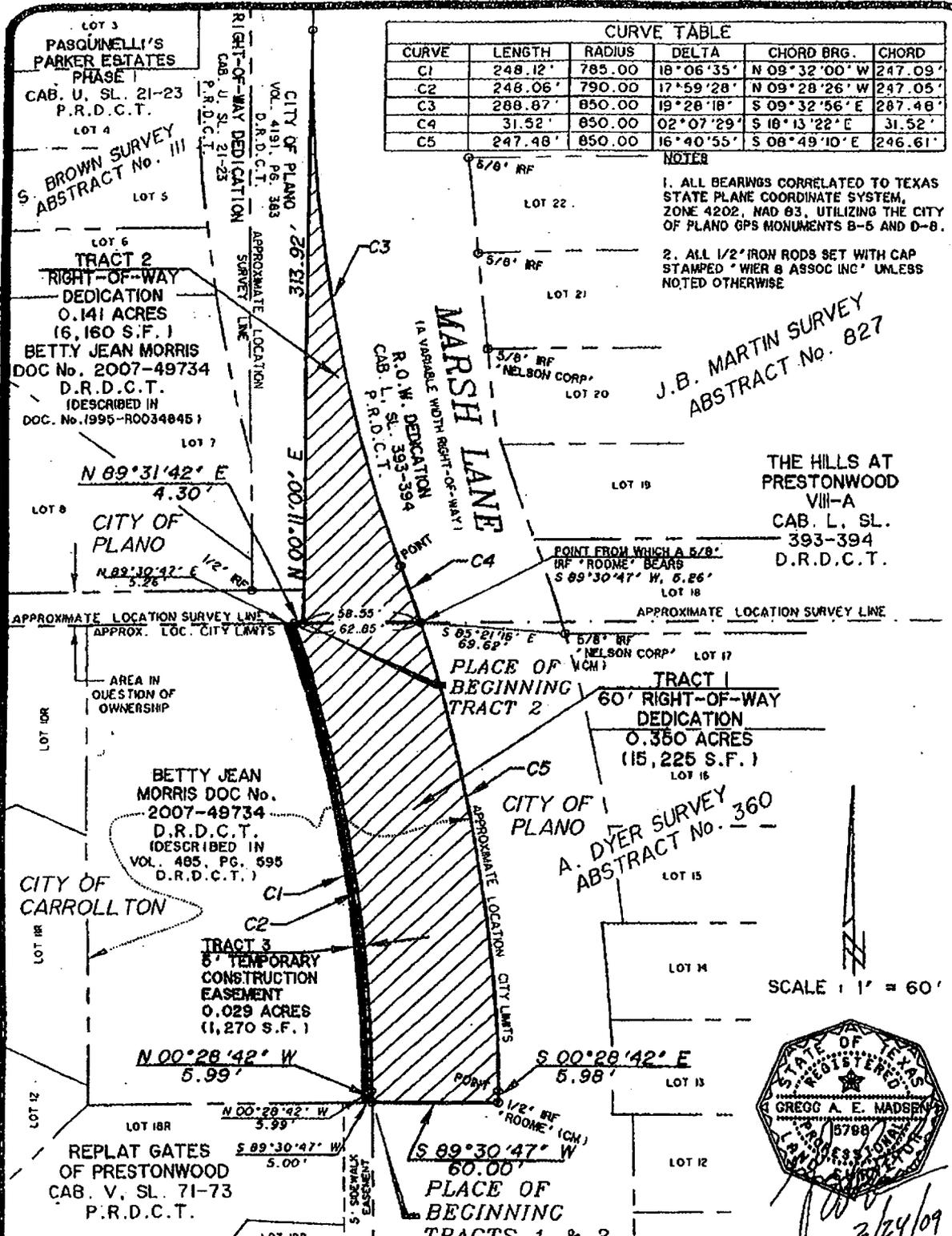


EXHIBIT "A"
VARIABLE WIDTH
RIGHT-OF-WAY
DEDICATION EASEMENT
 BEING TWO TRACTS OF LAND LOCATED
 IN THE A. DYER SURVEY, ABSTRACT No. 360,
 AND THE J.B. MARTIN SURVEY, ABSTRACT No. 827
 DENTON COUNTY, TEXAS

LEGEND
 IRS IRON ROD SET
 IRF IRON ROD FOUND
 D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

WA#08072
 08072 ROW DEDICATION-MORRIS-1.dwg
 03-24-2009

WIA WIER & ASSOCIATES, INC.

Exhibit "C"

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

SPECIAL WARRANTY DEED

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

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

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

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or

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under Grantor, but not otherwise. Grantee assumes payment of all taxes for current and subsequent years.

THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, THAT EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY,

The mailing address of the Grantee is:

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

EXECUTED this _____ day of _____, 20_____.

BETTY JEAN MORRIS

Address: c/o Randall Morris
4745 Strait Lane
Carrollton, Texas 75010

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____ by **BETTY JEAN MORRIS**, individually.

Notary Public, State of Texas

After Recording Please Return To:

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

**FIELD NOTES TRACT I
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE N 00°28'42" W, 5.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING N 09°28'26" W, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°31'42" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., 62.85 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 16°40'55", A CHORD BEARING OF S 08°49'10" E, 246.61 FEET AND AN ARC LENGTH OF 247.48 FEET TO A POINT FOR A CORNER;

THENCE S 00°28'42" E, 5.98 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ROOME";

THENCE S 89°30'47" W, 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.350 ACRES (15,225 SQUARE FEET) OF LAND.



**FIELD NOTES TRACT 2
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE J.B. MARTIN SURVEY, ABSTRACT No. 827, DENTON COUNTY, TEXAS, BEING ALL OF TRACT THREE DESCRIBED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHWEST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS RECORDED IN VOLUME 485, PAGE 595, D.R.T.C.T.;

THENCE N 00°11'00" E, LEAVING THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., AND ALONG THE WEST LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., 313.92 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 19°28'18", A CHORD BEARING OF S 09°32'56" E, 287.48 FEET, AND AN ARC LENGTH OF 288.87 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 02°07'29", A CHORD BEARING OF S 18°13'22" E, 31.52 FEET, AND AN ARC LENGTH OF 31.52 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE S 89°31'42" W, 58.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.141 ACRES (6,160 SQUARE FEET) OF LAND.

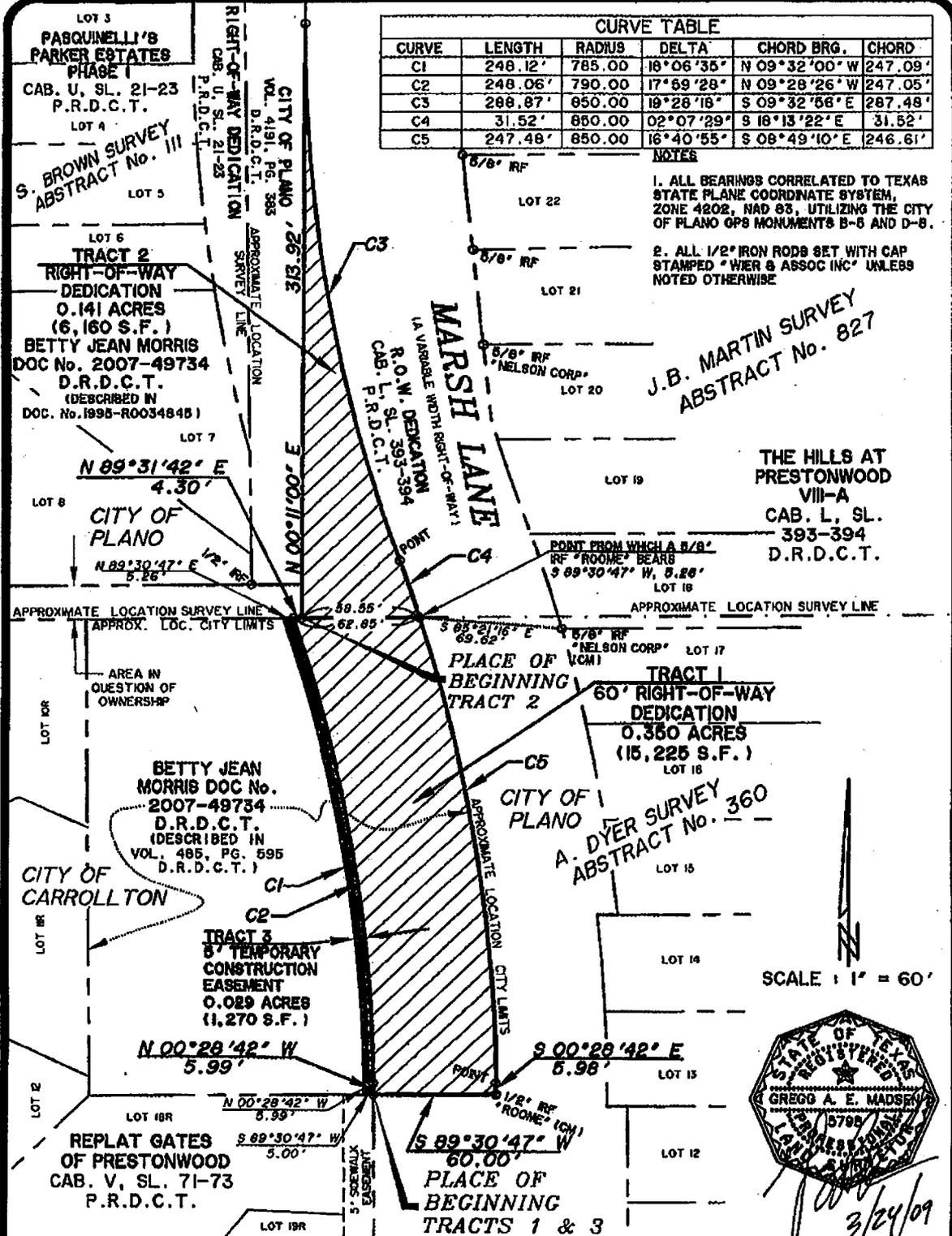


[Handwritten Signature]
3/24/09

EXHIBIT "A"
The "Property"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	248.12'	785.00	18°06'35"	N 09°32'00" W	247.09'
C2	248.06'	790.00	17°59'28"	N 09°28'26" W	247.05'
C3	288.87'	850.00	18°28'18"	S 09°32'58" E	287.48'
C4	31.52'	850.00	02°07'29"	S 18°13'22" E	31.52'
C5	247.48'	850.00	16°40'55"	S 08°49'10" E	246.61'

NOTES
 1. ALL BEARINGS CORRELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83, UTILIZING THE CITY OF PLANO OP8 MONUMENTS B-5 AND D-8.
 2. ALL 1/2" IRON RODS SET WITH CAP STAMPED "WIER & ASSOC INC" UNLESS NOTED OTHERWISE



LEGEND
 IRB IRON ROD SET
 IRF IRON ROD FOUND
 D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

EXHIBIT "A"
VARIABLE WIDTH
RIGHT-OF-WAY
DEDICATION EASEMENT
 BEING TWO TRACTS OF LAND LOCATED
 IN THE A. DYER SURVEY, ABSTRACT No. 360,
 AND THE J.B. MARTIN SURVEY, ABSTRACT No. 827
 DENTON COUNTY, TEXAS

WA#08072
 08072 ROW DEDICATION-MORRIS-1.dwg
 03-24-2009

VIA WIER & ASSOCIATES, INC.

J-22

EXHIBIT "B"
PERMITTED EXCEPTIONS

Easement granted by D. D. Simmons and Martha Lou Simmons to Denton County Electric Cooperative, Inc., dated 07/27/1937, filed 03/24/1954 recorded in Volume 401, Page 364, Real Property Records of Denton County, Texas. As affected by that document filed 04/08/1983, recorded in Volume 1207, Page 106, Real Property Records, Denton County, Texas.

Easement granted by D.D. Simmons and Martha Simmons to Denton County Electric Cooperative, Inc., dated 03/01/1938, filed 03/25/1954, recorded in Volume 404, Page 6, Real Property Records of Denton County, Texas. As affected by that document filed 04/08/1983, recorded in Volume 1207, Page 106, Real Property Records, Denton County, Texas.

Easement granted by Charles W. Morris to Texas Power & Light Company and General Telephone Company, dated 04/03/1973, filed 06/28/1973, recorded in Volume 678, Page 156, Real Property Records of Denton County, Texas.

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

Mineral lease, and all rights incident thereto, to E.J. McCurdy Jr. from H.C. Morris and wife, Imogene Morris described in instrument filed 11/29/1961, recorded in Volume 475, Page 336, Real Property Records of Denton County, Texas. Title to said interest not checked subsequent to the date thereof.

Terms, provisions, and conditions of lease dated 03/22/1996, between Charles W. Morris and Betty J. Morris (Lessor) and Dallas SMSA Limited Partnership, a Delaware Limited Partnership (Lessee), as evidenced by instrument filed 12/02/1996, cc #96-R0084826, Real Property Records of Denton County, Texas.

Terms, provisions, and conditions of lease dated 08/06/2007, between Betty J. Morris and Dallas SMSA Tower Holdings LP, a Delaware limited partnership, its successors and/or assigns, c/o AT&T Mobility LLC filed 03/24/2008, cc# 2008-30328, Real Property Records of Denton County, Texas.

TEMPORARY CONSTRUCTION EASEMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

**§
§
§**

KNOW ALL MEN BY THESE PRESENTS:

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

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

This Temporary Construction Easement will expire at such time that the public improvement project described as Marsh Lane-Parker Road South is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

j-24

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

SIGNED this _____ day of _____, 20____.

BETTY JEAN MORRIS

Address: c/o Randall Morris
4745 Strait Lane
Carrollton, Texas 75010

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **BETTY JEAN MORRIS**, individually.

Notary Public, State of Texas

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

Exhibit "A"
The "Easement Property"

**FIELD NOTES TRACT 3
5' TEMPORARY CONSTRUCTION EASEMENT
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE S 89°30'47" W, ALONG THE NORTH LINE OF LOT 18R OF SAID PRESTONWOOD PLAT, A DISTANCE OF 5.00 FEET TO A POINT FOR A CORNER;

THENCE N 00°28'42" W, LEAVING THE NORTH LINE OF SAID LOT 18R, A DISTANCE OF 5.99 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 785.00 FEET, A DELTA ANGLE OF 18°06'35", A CHORD BEARING N 09°32'00" W, 247.09 FEET AND AN ARC LENGTH OF 248.12 FEET TO A POINT IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°30'47" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., A DISTANCE OF 5.26 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING S 09°28'26" E, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC";

THENCE S 00°28'42" E, 5.99 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.029 ACRES (1,270 SQUARE FEET) OF LAND.



EXHIBIT "A"
The "Easement Property"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C1	248.12'	785.00	18°06'35"	N 09°32'00" W	247.09'
C2	248.06'	790.00	17°59'28"	N 09°28'26" W	247.05'
C3	288.87'	850.00	19°28'18"	S 09°32'56" E	287.48'
C4	31.52'	850.00	02°07'29"	S 18°13'22" E	31.52'
C5	247.48'	850.00	16°40'55"	S 08°49'10" E	246.61'

NOTES
 1. ALL BEARINGS CORRELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83, UTILIZING THE CITY OF PLANO GPS MONUMENTS 8-8 AND D-8.
 2. ALL 1/2" IRON RODS SET WITH CAP STAMPED "WIER & ASSOC INC" UNLESS NOTED OTHERWISE

J.B. MARTIN SURVEY
ABSTRACT No. 827

THE HILLS AT PRESTONWOOD VIII-A
CAB. L. SL. 393-394
D.R.D.C.T.

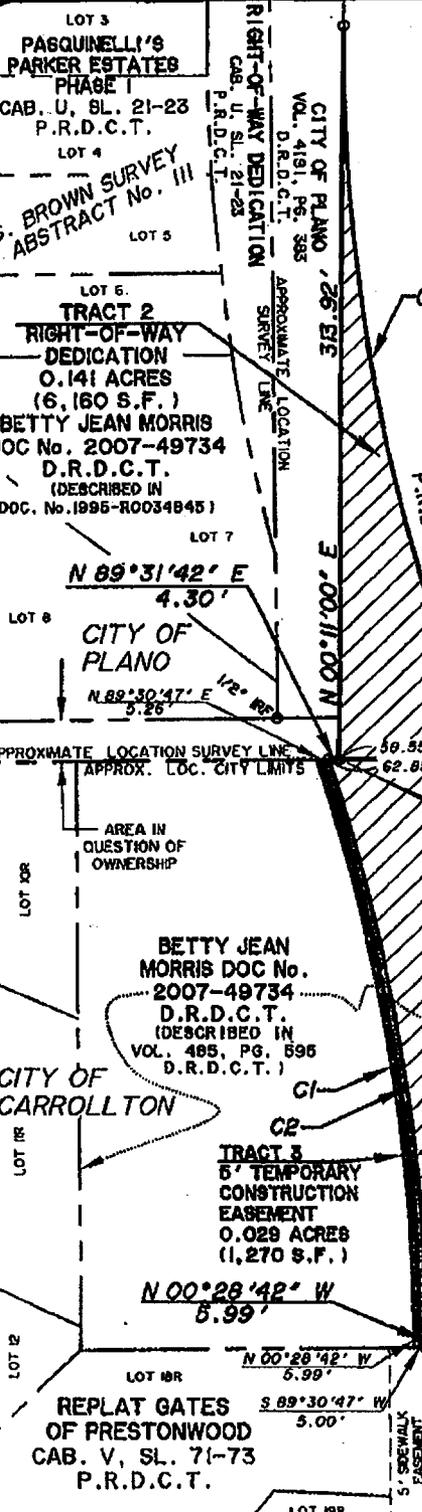
A. DYER SURVEY
ABSTRACT No. 360

SCALE: 1" = 60'



EXHIBIT "A"
VARIABLE WIDTH
RIGHT-OF-WAY
DEDICATION EASEMENT

BEING TWO TRACTS OF LAND LOCATED
IN THE A. DYER SURVEY, ABSTRACT No. 360,
AND THE J.B. MARTIN SURVEY, ABSTRACT No. 827
DENTON COUNTY, TEXAS

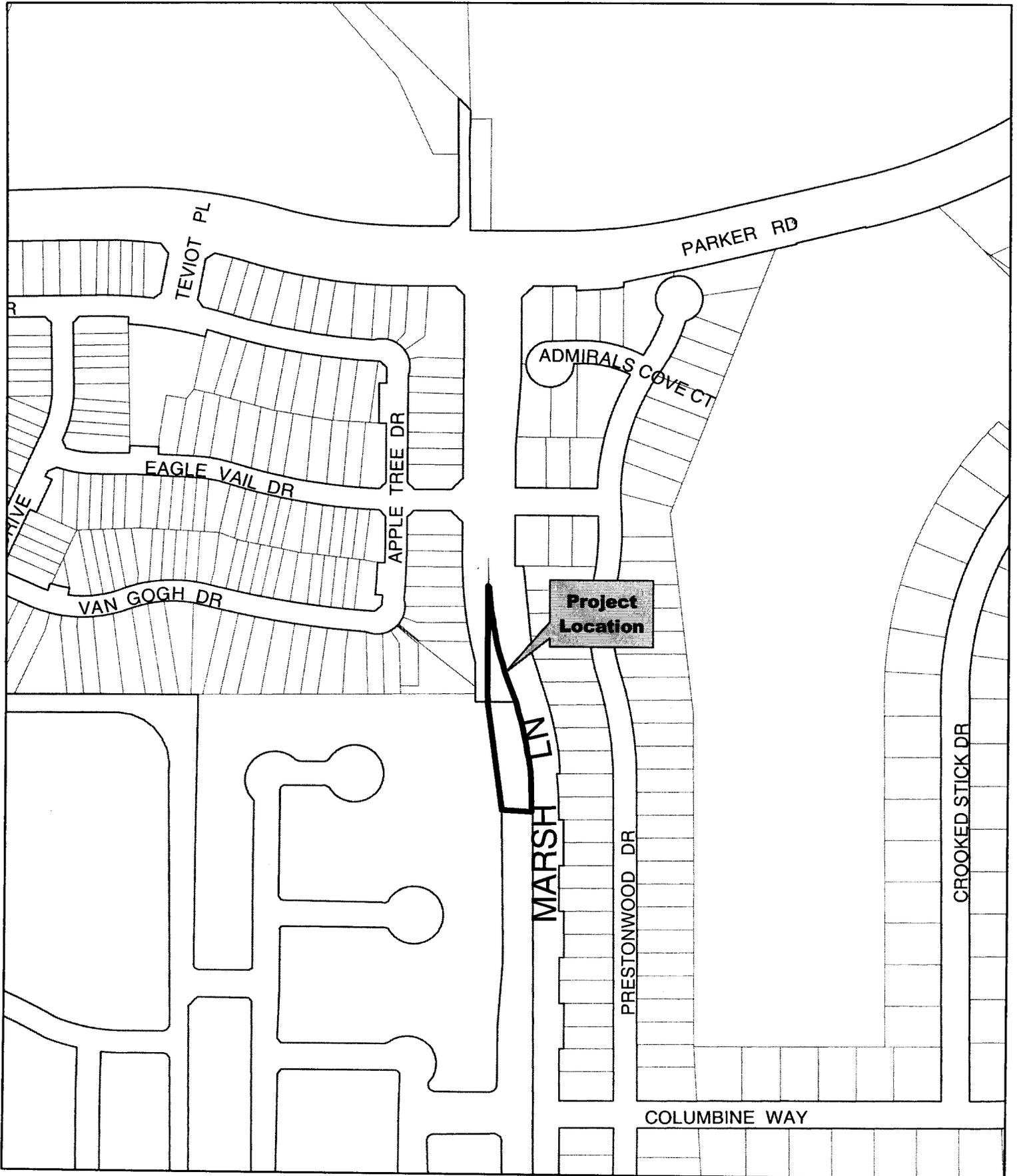


LEGEND
 IRS IRON ROD SET
 IRF IRON ROD FOUND
 D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

WA#08072
08072 ROW DEDICATION-MORRIS-1.dwg
03-24-2009

WIA WIER & ASSOCIATES, INC.

Marsh Lane Widening



Location Map



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>[Signature]</i>	10/16/09
Council Meeting Date: 11/9/09		Budget	<i>[Signature]</i>	10/16/09
Department:	Legal	Legal	<i>[Signature]</i>	10/16/09
Department Head	Diane Wetherbee	Assistant City Manager		
Dept Signature:	<i>[Signature]</i>	Deputy City Manager		
		City Manager	<i>[Signature]</i>	10/19/09
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 LASHON ROSS, DAN THOMPSON, AND HUGO ESPARZA ARE 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, LASHON ROSS, DAN THOMPSON AND HUGO ESPARZA; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution provides defense representation for LaShon Ross, Dan Thompson and Hugo Esparza in the above-referenced lawsuit.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, FINDING LASHON ROSS, DAN THOMPSON, AND HUGO ESPARZA ARE 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, LASHON ROSS, DAN THOMPSON AND HUGO ESPARZA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the matter entitled Bobby Cole, Lance Haynes, and Allen West v. Brenda Mammel, LaShon Ross, Dan Thompson and Hugo Esparza, in the 380th District Court, Collin County, Texas, and finds that defense representation is appropriate for LaShon Ross, Dan Thompson and Hugo Esparza pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for LaShon Ross, Dan Thompson, and Hugo Esparza is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

DULY PASSED AND APPROVED this the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Def</i>	10-29-09
Council Meeting Date:	11/09/2009	Budget	<i>C.S.</i>	10-29-09
Department:	Planning	Legal	<i>PM</i>	10-30-09
Department Head	Phyllis Jarrell	Assistant City Manager		
Dept Signature:	<i>P. Jarrell</i>	Deputy City Manager	<i>[Signature]</i>	11-02-09
		City Manager	<i>[Signature]</i>	11/3/09
Agenda Coordinator (include phone #): Tammy Stuckey, ext. 7156				
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, vacating Ordinance No. 2009-10-17, 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, to grant Specific Use Permit No. 601 so as to allow the additional use of Public Storage/Mini-Warehouse on 3.1± acres of land being all of Lot 2 of Block A of Preston Park Village Addition, located on the west side of Preston Park Boulevard, 550± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; 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.				
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				
On October 26, 2009, Ordinance No. 2009-10-17 amending the Zoning Ordinance granting Specific Use Permit #601, allowing the additional use of Public Storage/Mini-Warehouse, was passed and approved by City Council. It is necessary to repeal this ordinance which contains a clerical error in the date of the public hearing and replace it with a corrected ordinance.				
List of Supporting Documents: Ordinance		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____
(Zoning Case 2009-15)

AN ORDINANCE OF THE CITY OF PLANO, VACATING ORDINANCE NO. 2009-10-17, 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, TO GRANT SPECIFIC USE PERMIT NO. 601 SO AS TO ALLOW THE ADDITIONAL USE OF PUBLIC STORAGE/MINI-WAREHOUSE ON 3.1± ACRES OF LAND BEING ALL OF LOT 2 OF BLOCK A OF PRESTON PARK VILLAGE ADDITION, LOCATED ON THE WEST SIDE OF PRESTON PARK BOULEVARD, 550± FEET SOUTH OF PARK BOULEVARD, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE; 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 12th day of October, 2009, for the purpose of granting Specific Use Permit No. 601 so as to allow the additional use of Public Storage/Mini-Warehouse on 3.1± acres of land being all of Lot 2 of Block A of Preston Park Village Addition, located on the west side of Preston Park Boulevard, 550± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; 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 12th day of October, 2009; and

WHEREAS, on October 26, 2009, Ordinance No. 2009-10-17 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error, failed to indicate the correct public hearing date; and

WHEREAS, the City Council is of the opinion and finds that the clerical error may be corrected by vacating Ordinance No. 2009-10-17 and adopting this ordinance, which action will not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Due to a clerical error, Ordinance No. 2009-10-17, duly passed and approved by the City Council of the City of Plano, Texas, on October 26, 2009, is hereby vacated.

Section II. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to grant Specific Use Permit No. 601 so as to allow the additional use of Public Storage/Mini-Warehouse on 3.1± acres of land being all of Lot 2 of Block A of Preston Park Village Addition, located on the west side of Preston Park Boulevard, 550± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; said property being described in the legal description on Exhibit "A" attached hereto.

Section III. The change granted in Section I is granted subject to:

1. No outside storage shall be allowed including storage of recreational vehicles;
2. All storage units shall be accessible only from the interior of the buildings, except one loading door entry may be accessible from the exterior of each building;
3. All exterior building facades shall be masonry, and the masonry material and building design shall be architecturally consistent with the adjacent retail shopping center;
4. Maximum height shall be two stories; and
5. Two points of pedestrian access from the property to the adjacent retail shopping center shall be provided.

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

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

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

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in City of Plano, Collin County, Texas, and being all of Lot 2 of Block A of Preston Park Village Addition, an addition to the City of Plano, Collin County, Texas according to the plat thereof recorded in Cabinet "N", page 910 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west right-of-way line of said Preston Park Boulevard, same being the southeast corner of said Lot 2 of Preston Park Village Addition and the common northeast corner of Lot 1 of Block A of Bishop's Gate, an addition to the City of Plano, Collin County, Texas according to the plat thereof recorded in Cabinet "J", Page 410 of the Land Records of Collin County;

THENCE North 89° 27' 20" West and departing said west right-of-way line of Preston Park Boulevard and following along the south line of said Lot 2 of Preston Park Village Addition and the common north line of said Lot 1 of Block A of Bishop's Gate Addition, for a distance of 525.16 feet to a point for corner;

THENCE departing the north line of said Lot 1 of Block A of Bishop's Gate Addition and following along the common lines of said Lot 2 of Preston Park Village Addition and Lot 1R of Block A of Preston Park Village Addition, an addition to the City of Plano, Collin County, Texas according to the plat thereof recorded in Cabinet "N" Page 910 of the Land Records of Collin County, Texas, the following courses and distances:

North 00° 32' 40" East, for a distance of 36.77 feet to a point for corner;

South 89° 27' 20" East, for a distance of 14.50 feet to a point for corner;

North 00° 34' 47" East, for a distance of 228.52 feet to a point for corner;

South 89° 32' 36" East, for a distance of 98.86 feet to a point for corner;

South 00° 32' 43" West, for a distance of 3.14 feet to a point for corner;

South 89° 27' 18" East, for a distance of 102.60 feet to a point for corner;

South 00° 32' 41" West, for a distance of 3.61 feet to a point for corner;

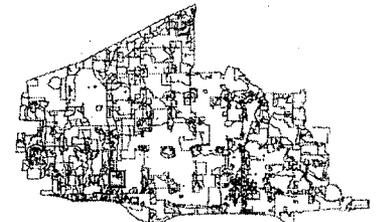
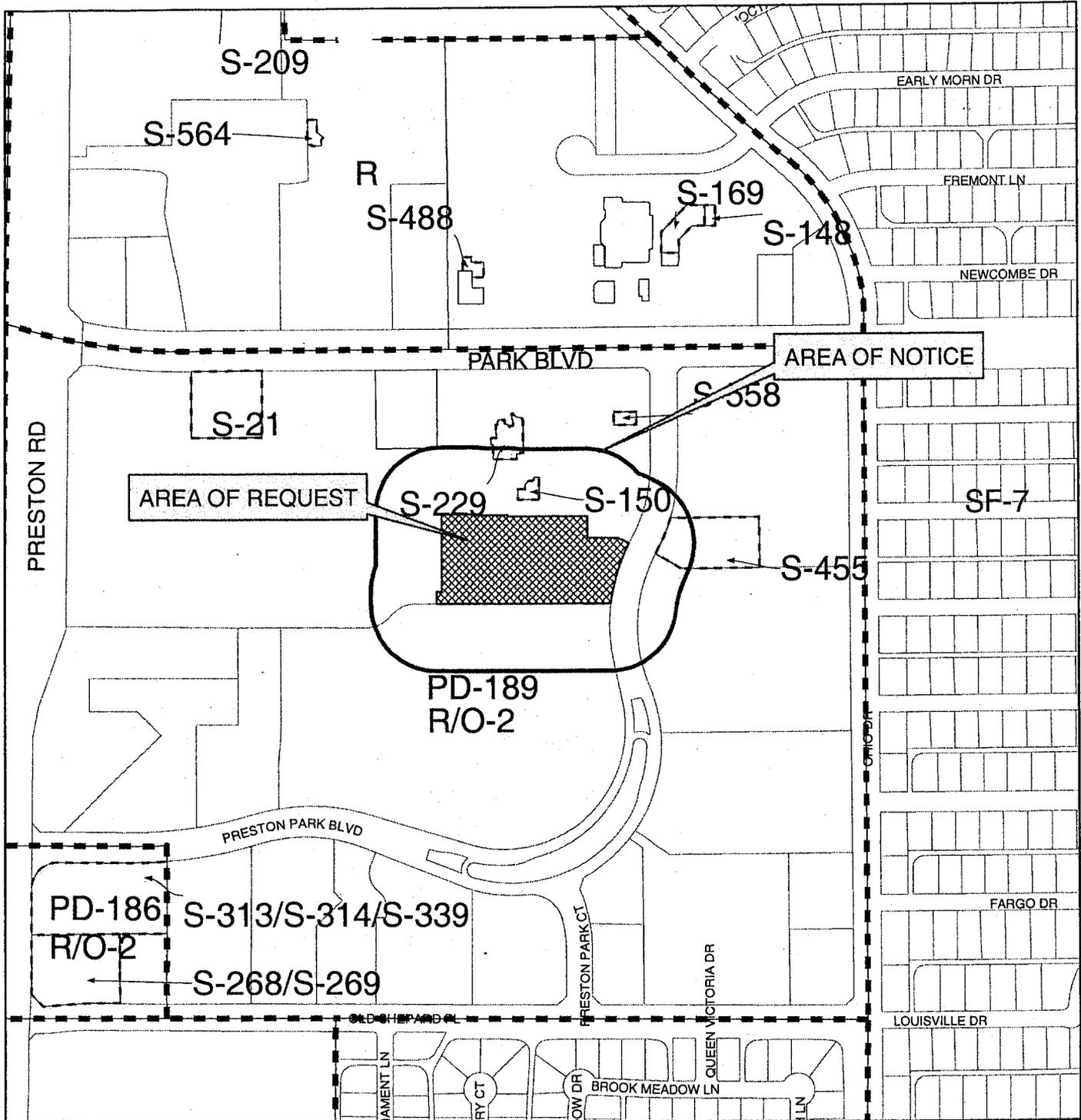
South 89° 27' 18" East, for a distance of 237.22 feet to a point for corner;

South 00° 32' 42" West, for a distance of 64.00 feet to a point for corner;

South 89° 27' 20" East, for a distance of 93.89 feet to a point for corner;

THENCE South 63°29' 53" East for a distance of 33.18 feet to a point for northeast corner of said Lot 2 of Preston Park Village Addition and the west right-of-way line of aforesaid Preston Park Boulevard, said point being in a curve to the left having a radius of 545.50 feet, a central angle of 19° 47' 26", a chord bearing of South 16° 36' 30" West at a distance of 187.49 feet;

THENCE southwesterly along the west right-of-way line of said Preston Park Boulevard and said curve to the left for an arc distance of 188.42 feet to the POINT OF BEGINNING and CONTAINING 3.0587 acres of land, more or less.



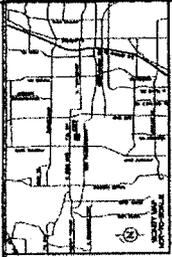
Zoning Case #: 2009-15

Existing Zoning: PLANNED DEVELOPMENT-189-RETAIL/GENERAL OFFICE



○ 200' Notification Buffer

1-7



-CURVE TABLE-

NO.	RADIUS	DELTA	ARC	CHORD BEARING	LENGTH
C1	1187.30'	107°23'37"	244.67'	S 82°29'18" E	244.32'
C2	450.00'	37°28'18"	231.20'	S 14°20'01" W	226.87'
C3	548.50'	107°45'11"	20.18'	S 27°29'09" W	26.19'
C4	100.00'	50°05'00"	87.27'	S 89°23'45" W	84.52'
C5	100.00'	50°05'00"	87.27'	S 89°23'45" W	84.52'
C6	1343.50'	107°17'25"	188.02'	S 18°39'20" W	187.48'

ZONING DESCRIPTION

THE CITY OF PLANO, TEXAS, HAS ADOPTED THE FOLLOWING ZONING ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF PLANO, TEXAS, TO REZONE THE SUBJECT PARCEL TO THE PD-189 R/O-2 ZONING DISTRICT.

THE SUBJECT PARCEL IS LOCATED IN THE PRESTON PARK VILLAGE ADDITION, VILLAGE ADDITION, CITY OF PLANO, TEXAS, AS SHOWN ON THE ATTACHED ZONING MAP. THE SUBJECT PARCEL IS BOUND BY THE FOLLOWING:

- (1) NORTH 00° 32' 45" EAST, FOR A DISTANCE OF 35.77 FEET TO A POINT FOR CORNER;
- (2) NORTH 89° 27' 20" EAST, FOR A DISTANCE OF 14.56 FEET TO A POINT FOR CORNER;
- (3) SOUTH 00° 34' 47" EAST, FOR A DISTANCE OF 228.82 FEET TO A POINT FOR CORNER;
- (4) SOUTH 00° 34' 47" EAST, FOR A DISTANCE OF 188.88 FEET TO A POINT FOR CORNER;
- (5) SOUTH 02° 33' 43" WEST, FOR A DISTANCE OF 3.14 FEET TO A POINT FOR CORNER;
- (6) SOUTH 89° 27' 18" EAST, FOR A DISTANCE OF 102.82 FEET TO A POINT FOR CORNER;
- (7) SOUTH 00° 32' 41" WEST, FOR A DISTANCE OF 3.81 FEET TO A POINT FOR CORNER;
- (8) SOUTH 89° 27' 18" EAST, FOR A DISTANCE OF 237.22 FEET TO A POINT FOR CORNER;
- (9) SOUTH 02° 33' 43" WEST, FOR A DISTANCE OF 64.00 FEET TO A POINT FOR CORNER;
- (10) SOUTH 89° 27' 20" EAST, FOR A DISTANCE OF 83.88 FEET TO A POINT FOR CORNER;
- (11) SOUTH 87° 20' 20" EAST, FOR A DISTANCE OF 23.18 FEET TO A POINT FOR CORNER;

THE SUBJECT PARCEL IS CURRENTLY ZONED S-455 (SINGLE-FAMILY RESIDENTIAL) AND IS BEING REZONED TO PD-189 R/O-2 (PARK DEVELOPMENT) TO ACCOMMODATE THE PROPOSED DEVELOPMENT OF A PARK AND RELATED FACILITIES.

APPROVAL OF THE ZONING BOARD IS NECESSARY FOR THE SUBJECT PARCEL TO BE REZONED TO PD-189 R/O-2. THE ZONING BOARD SHALL CONSIDER THE FOLLOWING FACTORS IN MAKING ITS DETERMINATION:

- 1. THE COMPARISON OF THE PROPOSED DEVELOPMENT WITH THE CHARACTERISTICS OF THE PD-189 R/O-2 ZONING DISTRICT.
- 2. THE EFFECT OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING AREA.
- 3. THE NEED FOR THE PROPOSED DEVELOPMENT IN THE AREA.
- 4. THE FEASIBILITY OF THE PROPOSED DEVELOPMENT.
- 5. THE PUBLIC INTEREST IN THE PROPOSED DEVELOPMENT.

ZONING EXHIBIT

3.0587 ACRE PARCEL

LOT 2 BLOCK A

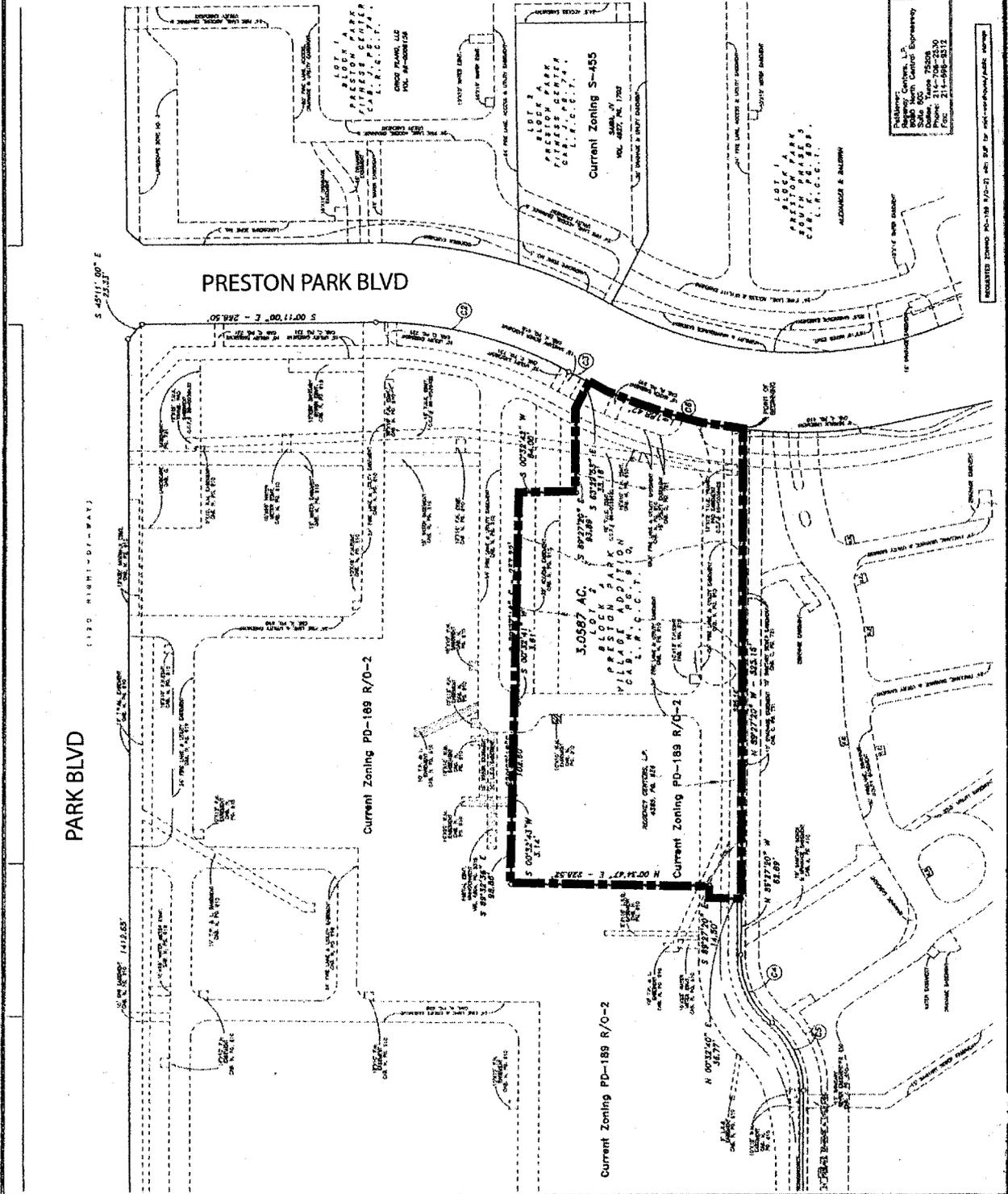
PRESTON PARK VILLAGE ADDITION

DEBENT DARRBY SURVEY - ABSTRACT NO. 880

CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: MAY 5, 2009 4:17 PM
 SCALE: 1" = 50'

BY: MARIO REZQUE
 REGISTERED PROFESSIONAL SURVEYOR
 11004 WINDY HOLLOW, SUITE 100
 PLANO, TEXAS 75074
 PHONE: (972) 238-2800
 FAX: (972) 238-2800





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date: 11/9/09		Purchasing	<i>Def</i> 10-30-09	
Department: Legal		Budget	<i>C.S.</i> 10-30-09	
Department Head: Diane Wetherbee		Legal	<i>AW</i> 11/2/09	
Dept Signature: <i>Diane Wetherbee</i>		Assistant City Manager		
		Deputy City Manager		
		City Manager	<i>JAW</i> 11/2/09	
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 6-3(c)(1) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING A NEW SUBSECTION "F"; AND AMENDING SECTION 6-3(c)(2) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING A NEW SUBSECTION "I"; AND AMENDING SECTION 6-3(c)(3)(a)(2) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING ADDITIONAL LANGUAGE; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance establishes procedures for the consideration of requests for reasonable accommodations by the disabled from regulations in the building and fire codes of the City of Plano Code of Ordinances.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

MEMORANDUM

DATE: November 2, 2009

TO: Honorable Mayor and Members of Council

FROM: Warren Spencer through Diane Wetherbee *DW*
Assistant City Attorney III

SUBJECT: REASONABLE ACCOMMODATIONS PROCESS FOR THE BUILDING STANDARDS COMMISSION

We have submitted amendments to our city ordinance regulating the Building Standards Commission (BSC) for your consideration. The reason for the submission is to bring our BSC procedures into conformance with federal laws and regulations concerning housing for disabled persons. We have already made similar changes to our Board of Adjustment procedures. These amendments will authorize the BSC to consider and grant reasonable and necessary accommodations to an occupant or representative of a group who have demonstrated a disability.

An individual or representative of a group claiming disabled status will now be able to request relief from a building or fire code provision directly from the BSC. Such a procedure will allow for due process for the requestor and will appear less arbitrary than a decision made by a staff member.

The guidelines below will be presented to the members of the BSC as part of the training they will receive should this amendment pass.

When presenting the accommodations request, the applicant or his representative shall have the burden of demonstrating the following:

1. *The applicant suffers from a **disability** as defined by the Fair Housing Amendment Act (FHAA). The definition for the term "disability" under FHAA mirrors that of the Americans with Disabilities Act.*

*Generally, a person can demonstrate a "disability" in one of three ways: 1) a **physical or mental impairment that substantially limits one or more major life activities**¹; 2) **record of such impairment**; or 3) **person is regarded as having an impairment**.*

2. *The applicant demonstrates that the accommodation is both **reasonable** and **necessary**.*

An accommodation is "necessary" if without the accommodation, the applicant will be denied an equal opportunity to obtain the housing of his or her choice.

¹ What is considered a "major life activity" was recently expanded by the Americans with Disabilities Amendments Act of 2008 ("ADAAA"). The new, non-exhaustive list of major life activities now include **caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working**. "Major life activities" also include the operation of major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. The ADAAA prohibits consideration of mitigating measures in determining whether an individual has a disability, with the exception of ordinary eyeglasses and contact lenses. Whether a condition is a "disability" is evaluated without regard to the hearing aids, medication, prosthetic devices and other measures they use to manage their impairments.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 6-3(c)(1) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING A NEW SUBSECTION “f”; AND AMENDING SECTION 6-3(c)(2) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING A NEW SUBSECTION “i”; AND AMENDING SECTION 6-3(c)(3)(a)(2) OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY ADDING ADDITIONAL LANGUAGE; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the federal Fair Housing Amendments Act of 1988 prohibits discrimination against individuals with disabilities; and

WHEREAS, fair housing laws require that cities provide individuals with disabilities (or their representatives, or developers of housing for people with disabilities) flexibility in the application of building and fire regulations; and

WHEREAS, cities are required to identify constraints to providing housing for individuals with disabilities and develop strategies for removing those constraints, and to have a system that removes constraints to, or provides reasonable accommodations for such housing; and

WHEREAS, the City Council of the City of Plano deems it necessary to establish procedures for the consideration of requests for reasonable accommodations by the disabled from regulations in the building and fire codes by amending: Section 6-3(c)(1) of the Code of Ordinances by adding a new subsection “f”; Section 6-3(c)(2) of the Code of Ordinances by adding a new subsection (i); and Section 6-3(c)(3)(a)(2) by adding additional language.

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

Section I. Section 6-3(c)(1) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano is hereby amended by adding a new subsection “f” to read as follows:

“f. Relating to requests for reasonable accommodations, which may include exceptions to requirements, in the city’s building and fire codes when needed to provide an individual or group with a disability an equal opportunity to use and enjoy a dwelling; in accordance with the following procedures:

- i. A request for reasonable accommodation may be made to the Building Standards Commission by any person with a disability, their representative or a developer or provider of housing for individuals with disabilities. The request shall state the reason for the accommodation

from the building or fire code and the basis for the request. The request shall be on a form supplied by the Chief Building Official. The request shall be set for a hearing before the Building Standards Commission. It is not required for the Chief Building Official or Fire Chief to make an initial determination on the request before it is heard by the Building Standards Commission but the Chief Building Official or Fire Chief shall be notified of any such request that affects regulations that they are responsible for administering.

- ii. The Building Standards Commission shall conduct a hearing to determine whether the request for reasonable accommodation should be granted. The applicant or applicant's representative shall have the burden to demonstrate that:
 1. The applicant (or the person or group on whose behalf the applicant is requesting the accommodation) suffers from a disability as defined by the Fair Housing Amendment Act and
 2. The applicant (or the person or group on whose behalf the applicant is requesting the accommodation) demonstrates that the accommodation is both reasonable and necessary. An accommodation under this section is "necessary" if without the accommodation the applicant will be denied an equal opportunity to obtain or use the housing of his or her choice.
- iii. If the applicant meets the conditions set out in ii.1. and 2. above, the request for reasonable accommodations shall be granted by the Commission.
- iv. A reasonable accommodation for an exception from a building or fire code requirement terminates if the property ceases to be operated as housing for disabled persons as defined by the Fair Housing Amendment Act."

Section II. Section 6-3(c)(2) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano is hereby amended by adding a new subsection "i" to read as follows:

- "i. Order city officials to permit a reasonable accommodation from the building or fire codes for disabled persons as defined by the Fair Housing Amendment Act as determined by the Commission following a hearing as set out in this ordinance."

Section III. Section 6-3(c)(3)(a)(2) of Chapter 6, Buildings and Building Regulations of the Code of Ordinances of the City of Plano is hereby amended by adding additional language to read as follows:

“2. Interpretations of the fire code or building codes as adopted by the City of Plano, including but not limited to, granting exceptions to those codes in order to make a reasonable accommodation for a disabled person or group as defined by the Fair Housing Amendment Act.”

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

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

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

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

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

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: October 20, 2009
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission *JMF*
SUBJECT: Results of Planning & Zoning Commission Meeting of October 19, 2009

**AGENDA NO. 6 - PUBLIC HEARING
ZONING CASE 2009-18
APPLICANT: CITY OF PLANO**

Request to amend Subsection 2.824 (RC - Regional Commercial) and Subsection 2.825 (RE - Regional Employment) of Section 2.800 (District Charts), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses); and Subsection 3.115 (Retirement Housing) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations); and related sections of the Zoning Ordinance pertaining to restaurants/cafeterias and retirement housing uses, and related development standards within the Regional Commercial and Regional Employment zoning districts.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows (additions are indicated by underlined text and deletions are indicated by strike-through text).

1. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) allowing independent living facility, assisted living facility, long-term care facility, and continuing care facility uses with a specific use permit as follows:

Permitted Use	Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial
Independent Living Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Assisted Living Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Long-term Care Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Continuing Care Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S

- Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow restaurant/cafeteria use by right in the Regional Employment zoning district without the ten percent restriction, and adding End Note 43 as follows:

Permitted Use	Category												
		O-1 - Neighborhood Office											
		O-2 - General Office	S										
		R - Retail	P										
		BG - Downtown Business/Government	P										
		LC - Light Commercial	P										
		CE - Commercial Employment	P										
		CB-1 - Central Business-1	P										
		LI-1 - Light Industrial-1	P										
		LI-2 - Light Industrial-2	P										
		RE - Regional Employment	P 43										
		RC - Regional Commercial	P										
		RT - Research/Technology Center	*										
Restaurant/ Cafeteria	Service												P

End Note: 43 - See Subsection 2.825 (6)(c)

- Amend Subsection 2.825 (RE - Regional Employment) (6) (Special District Requirements) (c) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) to read as follows:

“A freestanding (sole use and occupant) restaurant/cafe is permitted in an RE district ~~as part of the ten percent allowance described above~~ if it has a minimum of 5,000 square feet of gross floor area** and no drive-in window.

** “Gross Floor Area” means the total floor area of a building from the exterior face of a building or from the centerline of a wall separating two buildings, but shall exclude any space where the floor-to-ceiling height is less than six feet and all patios, balconies, and parking facilities.”

KP/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 19, 2009

Agenda Item No. 6

Public Hearing: Zoning Case 2009-18

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2.824 (RC - Regional Commercial) and Subsection 2.825 (RE - Regional Employment) of Section 2.800 (District Charts), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses); and Subsection 3.115 (Retirement Housing) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations); and related sections of the Zoning Ordinance pertaining to restaurants/cafeterias and retirement housing uses, and related development standards within the Regional Commercial and Regional Employment zoning districts.

REMARKS:

The Regional Employment (RE) and Regional Commercial (RC) zoning districts (map attached) were created in October 2000, to replace the Tollway Commercial and Tollway Employment districts along the Dallas North Tollway, and to allow the city the ability to apply the districts to other areas of the city such as along State Highway 121.

The RE district is intended to provide for office and limited manufacturing uses that are consistent with the regional status of certain tollways and expressways serving Plano and surrounding communities. Some retail uses are also appropriate when developed in conjunction with the primary uses. The district's standards are designed to ensure compatibility between the various uses within a corridor and surrounding residential neighborhoods.

The RC district is intended for use in conjunction with an RE district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

Staff has had recent discussions with developers about potential retirement housing projects within the RE and RC districts. Examples of these types of uses include continuing care, long-term care, independent living, and assisted living. These proposed uses are not currently allowed in the RE and RC districts.

Additionally, staff has had discussions with developers about restaurant/cafeteria uses in the RE district. Currently, restaurant/cafeteria uses are allowed within the RE district by right when they do not occupy more than ten percent of the gross floor area of a building, or when they do not exceed ten percent of the combined floor area of all the buildings on contiguous lots, as shown on an approved site plan. The ten percent allocation can only be accrued from uses allowed by right. Free standing restaurant/cafeteria uses shall have a minimum of 5,000 square feet of gross floor area and no drive-in window. Drive-in restaurants are prohibited in the RE district.

As a result of these potential projects and based on the appropriateness of a periodic review of the Zoning Ordinance, staff requested that the Planning & Zoning Commission call a public hearing to consider amendments to the uses and related development standards of the RE and RC zoning districts. On August 17, 2009, the Commission called a public hearing to consider amending the RE and RC zoning districts to include retirement housing uses. In addition, on September 8, 2009, the Commission called a public hearing to consider amending uses and related development standards for restaurant/cafeteria uses within the RE zoning district.

Retirement Housing Uses

In November 2000, the retirement housing sections of the Zoning Ordinance were revised. New use definitions (independent living facility, assisted living facility, long-term care facility, and continuing care facility) and supplementary regulations were created, the Retirement Housing zoning district was deleted, and the use charts were amended to permit retirement housing by right in all multifamily zoning districts and many nonresidential zoning districts.

Staff believes that there are certain tracts within the RE and RC districts that may be appropriate for retirement housing uses for the following reasons:

- The RE and RC districts are reliant upon “high visibility corridors.” There are, however, large tracts of land that do not front the Dallas North Tollway, State Highway 121, or the arterial thoroughfares; therefore, these tracts may be appropriate for retirement housing, which is not as dependent on visibility.
- Policy 2.103 of the Housing Element of the Comprehensive Plan recommends that retirement housing “be within walking distance of shopping and office facilities, and along public transportation routes.” The tracts of land described above, are in close proximity to the office facilities, restaurants, and retail uses located within the RE and RC districts, and are serviced by DART through bus service.
- Retirement housing uses are generally consistent with the bulk and density of the RE and RC districts.

Not all tracts within the RE and RC districts may be appropriate for retirement housing uses. Therefore, staff recommends that independent living facility, assisted living facility, long-term care facility, and continuing care facility uses be permitted subject to approval of a specific use permit to allow review of site-specific considerations.

Restaurant/Cafeteria

The Zoning Ordinance defines restaurant/cafeteria as “an establishment where food and drink are prepared and consumed primarily on the premises.” This use is currently allowed in the RE district with the provision that this use not exceed ten percent of the combined floor area of all the buildings on contiguous lots. The ordinance also contains a provision establishing a minimum size of 5,000 square feet for restaurant/cafeteria uses and prohibits drive-in windows.

Staff believes that restaurant/cafeteria is a use that is complementary to the offices that predominate in the RE district and recommends that restaurant/cafeteria uses be permitted by right for the following reasons:

- Restaurant/cafeteria uses are highly utilized by office workers as well as surrounding neighborhoods.
- Restaurant/cafeteria uses are consistent with the development standards of the RE district. Current restrictions that establish a minimum building size and prohibit drive-in windows should remain in place.
- Allowing these uses in close proximity to offices helps support reduced vehicle trips (distance and frequency).
- By removing restaurant/cafeteria from the uses subject to the ten percent rule, more building square footage is available for other uses already permitted in the district under this ten percent provision; this includes uses such as dry cleaner, florist shop, food/grocery store, and print shop (minor).

RECOMMENDATIONS:

Recommended for approval as follows (additions are indicated by underlined text and deletions are indicated by strike-through text).

1. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) allowing independent living facility, assisted living facility, long-term care facility, and continuing care facility uses with a specific use permit as follows:

Permitted Use	Category													
		O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG -- Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial
Independent Living Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Assisted Living Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Long-term Care Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S
Continuing Care Facility	Educ., Inst., Public, & Special	P	P	P	P		P	P			S	S		S

- Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow restaurant/cafeteria use by right in the Regional Employment zoning district without the ten percent restriction, and adding End Note 43 as follows:

Permitted Use	Category												
		O-1 - Neighborhood Office											
		O-2 - General Office	S	P	P	P	P	P	P	P	P	*	P
		R - Retail											
		BG - Downtown Business/Government											
		LC - Light Commercial											
		CE - Commercial Employment											
		CB-1 - Central Business-1											
		LI-1 - Light Industrial-1											
		LI-2 - Light Industrial-2											
		RE - Regional Employment											
		RC - Regional Commercial											
		RT - Research/Technology Center											
		CC - Corridor Commercial											
Restaurant/ Cafeteria	Service												

End Note: 43 - See Subsection 2.825 (6)(c)

- Amend Subsection 2.825 (RE - Regional Employment) (6) (Special District Requirements) (c) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) to read as follows:

"A freestanding (sole use and occupant) restaurant/cafe is permitted in an RE district ~~as part of the ten percent allowance described above~~ if it has a minimum of 5,000 square feet of gross floor area** and no drive-in window.

** "Gross Floor Area" means the total floor area of a building from the exterior face of a building or from the centerline of a wall separating two buildings, but shall exclude any space where the floor-to-ceiling height is less than six feet and all patios, balconies, and parking facilities."

ORDINANCE NO. _____
(Zoning Case 2009-18)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION 2.502 (SCHEDULE OF PERMITTED USES) OF SECTION 2.500 (PERMITTED USES), SUBSECTION 2.825 (RE - REGIONAL EMPLOYMENT) OF SECTION 2.800 (DISTRICT CHARTS) OF ARTICLE 2 (ZONING DISTRICTS AND USES); AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, PERTAINING TO RESTAURANTS/CAFETERIAS AND INDEPENDENT LIVING FACILITY, ASSISTED LIVING FACILITY, LONG-TERM CARE FACILITY, AND CONTINUING CARE FACILITY USES, AND RELATED DEVELOPMENT STANDARDS WITHIN THE REGIONAL EMPLOYMENT ZONING DISTRICT; 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 9th day of November, 2009, for the purpose of considering a change in the Zoning Ordinance; 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 9th day of November, 2009; and

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

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

Section I. Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow independent living facility, assisted living facility, long-term care facility, and continuing care facility uses with the approval of a specific use permit in the Regional Employment and Regional Commercial zoning districts:

Section II. Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow restaurant/cafeteria use by right in the Regional Employment zoning district without the ten percent restriction, and add End Note 43, to read as follows:

End Note: 43 - See Subsection 2.825 (6)(c)

Section III. Subsection 2.825 (RE - Regional Employment) (6) (Special District Requirements) (c) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of the subsection to read as follows:

A freestanding (sole use and occupant) restaurant/cafeteria is permitted in an RE district if it has a minimum of 5,000 square feet of gross floor area** and no drive-in window.

** "Gross Floor Area" means the total floor area of a building from the exterior face of a building or from the centerline of a wall separating two buildings, but shall exclude any space where the floor-to-ceiling height is less than six feet and all patios, balconies, and parking facilities.

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

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

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

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

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Deq</i> 10-29-09	
Council Meeting Date: 11/09/09		Budget	<i>C.S.</i> 10-29-09	
Department: Finance		Legal	<i>WJ</i> 10-29-09	
Department Head: Denise Tacke		Assistant City Manager	<i>DT</i> 10-29-09	
Dept Signature: <i>Denise Tacke</i>		Deputy City Manager	<i>[Signature]</i> 10-29-09	
		City Manager	<i>[Signature]</i> 10/29/09	
Agenda Coordinator (include phone #): Katherine Crumbley - 7479 <i>KCR</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 INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING SEPTEMBER 30, 2009 AND PROVIDING AN EFFECTIVE DATE				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
The Public Funds Investment Act requires that the Quarterly Investment report be presented to City Council annually. Therefore, the Quarterly Investment report ending September 30, 2009 is attached.				
List of Supporting Documents: Investment Portfolio Summary		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER
ENDING SEPTEMBER 30, 2009 AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the Quarter Ending September 30, 2009, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Investment Portfolio Summary"); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.023, requires the investment officer to present a written report of the investment portfolio to the governing body and chief executive officer of an investing entity not less than quarterly; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano's Investment Portfolio Summary for the Quarter Ending June 30, 2009, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

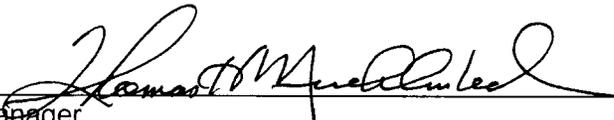
City of Plano

INVESTMENT PORTFOLIO SUMMARY

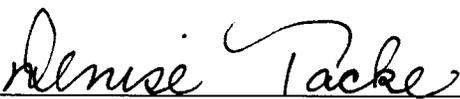
For the Quarter Ended

September 30, 2009

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



City Manager

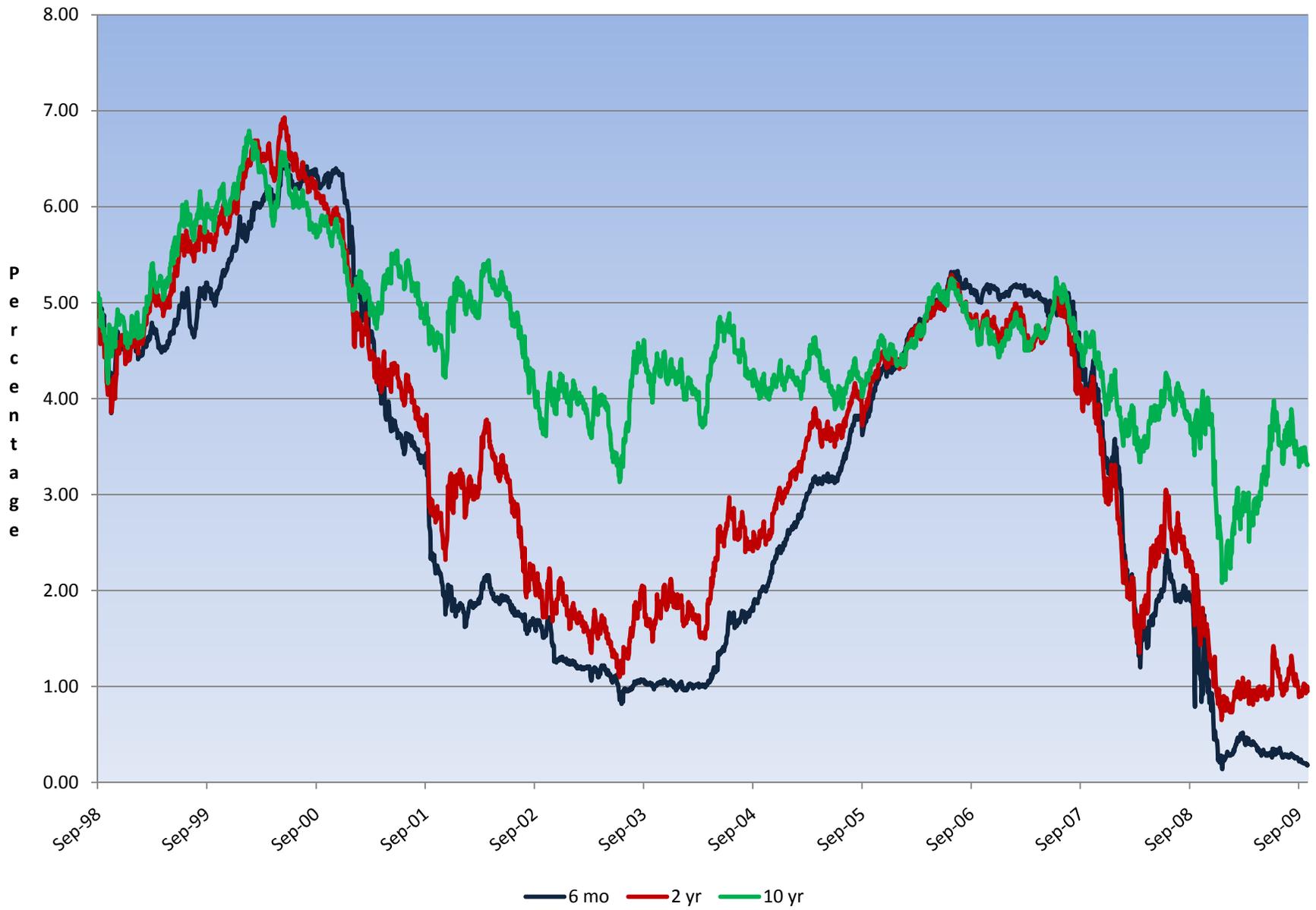


Director of Finance

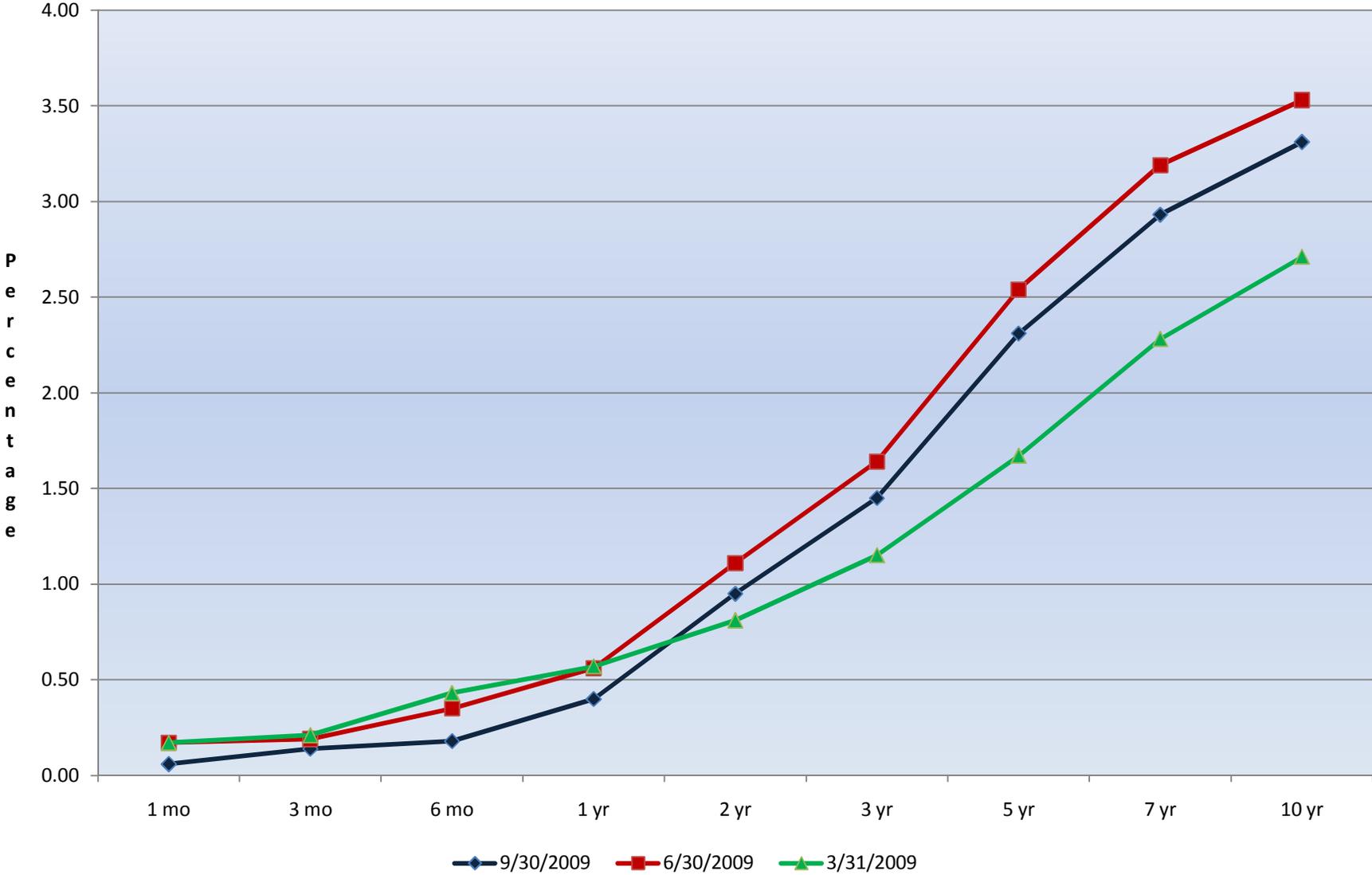


Treasurer

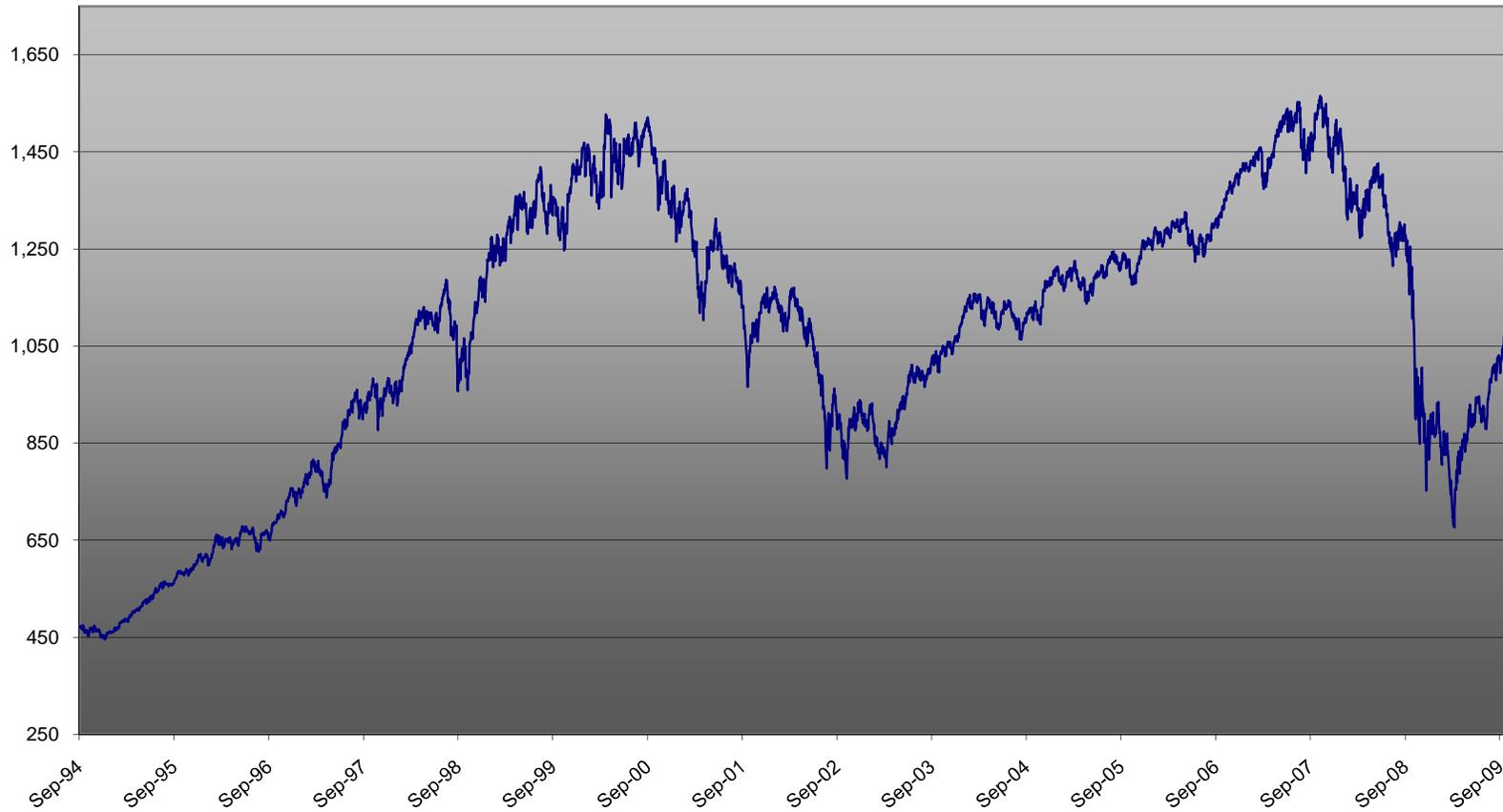
US Treasury Historical Yields



Treasury Yield Curves



S&P 500



**Detail of Security Holdings
September 30, 2009**

By Sector

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.40%	09/30/09	03/31/09		22,570,084.10	22,570,084.10	22,570,084.10	1.000	22,570,084.10	0.03	0.40%
TexPool	AAAm	0.28%	09/30/09	03/31/09		3,143,518.62	3,143,518.62	3,143,518.62	1.000	3,143,518.62	0.03	0.28%
Texas Daily	AAAm	0.37%	09/30/09	03/31/09		18,332,255.28	18,332,255.28	18,332,255.28	1.000	18,332,255.28	0.03	0.37%
Certificate of Deposit		1.75%	10/16/09	04/16/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	0.52	1.75%
Certificate of Deposit		0.90%	10/29/09	04/30/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	0.95	0.90%
Certificate of Deposit		0.90%	11/12/09	05/21/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	1.41	0.90%
Certificate of Deposit		0.90%	11/13/09	04/16/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	1.44	0.90%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	2.36	3.09%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	3.93	1.94%
Certificate of Deposit		1.90%	02/10/10	04/16/09		97,000.00	97,000.00	97,000.00	1.000	97,000.00	4.36	1.90%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	5.54	1.40%
Certificate of Deposit		1.45%	04/27/10	04/27/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	6.85	1.45%
Certificate of Deposit		1.05%	05/06/10	05/07/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	7.15	1.05%
Certificate of Deposit		1.25%	05/25/10	05/26/09		246,000.00	246,000.00	246,000.00	1.000	246,000.00	7.77	1.25%
Certificate of Deposit		1.69%	05/27/10	05/27/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	7.84	1.69%
Certificate of Deposit		0.74%	05/27/10	05/27/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	7.84	0.74%
Certificate of Deposit		1.15%	05/27/10	05/22/09		247,000.00	247,000.00	247,000.00	1.000	247,000.00	7.84	1.15%
Certificate of Deposit		1.55%	05/28/10	05/28/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	7.87	1.55%
Certificate of Deposit		2.30%	06/02/10	06/02/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	8.03	2.30%
Certificate of Deposit		2.20%	07/03/10	06/03/09		244,000.00	244,000.00	244,000.00	1.000	244,000.00	9.05	2.20%
Certificate of Deposit		1.60%	07/10/10	07/10/09		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	9.28	1.60%
Certificate of Deposit		0.65%	07/29/10	07/30/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	9.90	0.65%
Certificate of Deposit		1.16%	08/26/10	08/27/09		18,000,000.00	18,000,000.00	18,000,000.00	1.000	18,000,000.00	10.82	1.16%
Certificate of Deposit		1.50%	12/01/10	06/01/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	14.00	1.50%
FHLB Notes	AAA	1.00%	03/02/10	05/04/09		2,700,000.00	2,708,024.40	2,704,065.34	1.000	2,707,593.75	5.02	0.64%
FHLB Notes	AAA	1.10%	03/16/10	05/04/09		8,500,000.00	8,534,000.00	8,517,968.32	1.000	8,531,875.00	5.48	0.64%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,000,000.00	2,085,800.00	2,051,986.06	0.986	2,055,625.00	7.41	0.66%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,009,194.22	1.007	21,170,625.00	9.93	1.25%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.008	36,303,750.00	11.97	1.42%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.007	20,137,500.00	12.23	1.25%
FHLB Notes	AAA	1.05%	11/15/10	06/25/09		6,000,000.00	6,010,560.00	6,008,543.64	1.000	6,011,250.00	13.48	0.92%
FHLB Notes	AAA	6.50%	05/13/11	07/30/09		1,000,000.00	1,083,680.00	1,075,722.70	0.999	1,082,500.00	19.34	1.25%
FHLB Notes	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,353,466.36	1.002	12,408,750.00	20.26	1.36%
FHLB Notes	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,607,176.37	1.008	5,647,593.75	21.51	1.35%
FHLB Notes	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,522,737.77	1.005	5,549,843.75	22.30	1.15%
FHLMC Notes	AAA	2.88%	04/30/10	04/09/09		17,000,000.00	17,365,511.39	17,200,747.22	0.994	17,255,000.00	6.95	0.83%
FHLMC Notes	AAA	2.88%	06/28/10	05/11/09		11,000,000.00	11,272,030.00	11,178,499.09	0.994	11,203,357.00	8.89	0.68%
FHLMC Notes	AAA	2.00%	03/16/11	07/27/09	03/16/10	23,000,000.00	23,185,691.88	23,165,474.19	0.998	23,136,022.00	17.44	1.50%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,724,373.31	1.002	5,738,361.00	18.59	1.47%
FHLMC Notes	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,109,592.13	0.999	3,118,449.00	19.08	1.18%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,000,000.00	3,086,145.00	3,064,354.17	0.995	3,071,250.00	10.36	0.75%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	08/07/06	1,000,000.00	994,375.00	998,475.15	1.063	1,057,500.00	16.23	5.18%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,839,763.07	0.998	3,838,575.00	17.97	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,532,439.38	0.999	5,534,375.00	18.20	1.48%
TOTAL						\$ 317,584,858.00	\$ 319,335,871.03	\$ 318,909,436.49		\$ 319,804,653.25	9.77	1.16%

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month issued for bank, pool, and money market investments.

**Detail of Security Holdings
September 30, 2009**

By Maturity

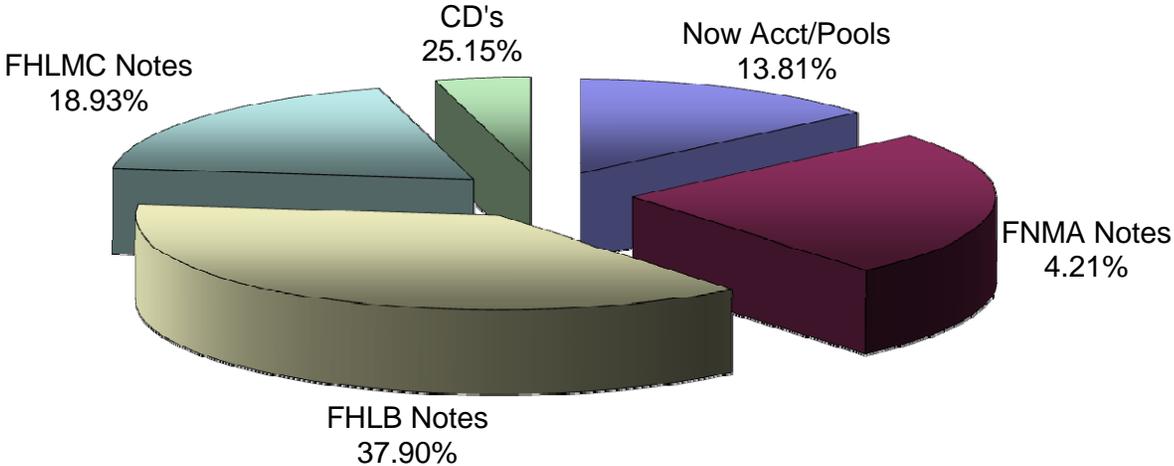
Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.40%	09/30/09	03/31/09		22,570,084.10	22,570,084.10	22,570,084.10	1.000	22,570,084.10	0.03	0.40%
TexPool	AAAm	0.28%	09/30/09	03/31/09		3,143,518.62	3,143,518.62	3,143,518.62	1.000	3,143,518.62	0.03	0.28%
Texas Daily	AAAm	0.37%	09/30/09	03/31/09		18,332,255.28	18,332,255.28	18,332,255.28	1.000	18,332,255.28	0.03	0.37%
Certificate of Deposit		1.75%	10/16/09	04/16/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	0.52	1.75%
Certificate of Deposit		0.90%	10/29/09	04/30/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	0.95	0.90%
Certificate of Deposit		0.90%	11/12/09	05/21/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	1.41	0.90%
Certificate of Deposit		0.90%	11/13/09	04/16/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	1.44	0.90%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	2.36	3.09%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	3.93	1.94%
Certificate of Deposit		1.90%	02/10/10	04/16/09		97,000.00	97,000.00	97,000.00	1.000	97,000.00	4.36	1.90%
FHLB Notes	AAA	1.00%	03/02/10	05/04/09		2,700,000.00	2,708,024.40	2,704,065.34	1.000	2,707,593.75	5.02	0.64%
FHLB Notes	AAA	1.10%	03/16/10	05/04/09		8,500,000.00	8,534,000.00	8,517,968.32	1.000	8,531,875.00	5.48	0.64%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	5.54	1.40%
Certificate of Deposit		1.45%	04/27/10	04/27/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	6.85	1.45%
FHLMC Notes	AAA	2.88%	04/30/10	04/09/09		17,000,000.00	17,365,511.39	17,200,747.22	0.994	17,255,000.00	6.95	0.83%
Certificate of Deposit		1.05%	05/06/10	05/07/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	7.15	1.05%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,000,000.00	2,085,800.00	2,051,986.06	0.986	2,055,625.00	7.41	0.66%
Certificate of Deposit		1.25%	05/25/10	05/26/09		246,000.00	246,000.00	246,000.00	1.000	246,000.00	7.77	1.25%
Certificate of Deposit		1.69%	05/27/10	05/27/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	7.84	1.69%
Certificate of Deposit		0.74%	05/27/10	05/27/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	7.84	0.74%
Certificate of Deposit		1.15%	05/27/10	05/22/09		247,000.00	247,000.00	247,000.00	1.000	247,000.00	7.84	1.15%
Certificate of Deposit		1.55%	05/28/10	05/28/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	7.87	1.55%
Certificate of Deposit		2.30%	06/02/10	06/02/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	8.03	2.30%
FHLMC Notes	AAA	2.88%	06/28/10	05/11/09		11,000,000.00	11,272,030.00	11,178,499.09	0.994	11,203,357.00	8.89	0.68%
Certificate of Deposit		2.20%	07/03/10	06/03/09		244,000.00	244,000.00	244,000.00	1.000	244,000.00	9.05	2.20%
Certificate of Deposit		1.60%	07/10/10	07/10/09		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	9.28	1.60%
Certificate of Deposit		0.65%	07/29/10	07/30/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	9.90	0.65%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,009,194.22	1.007	21,170,625.00	9.93	1.25%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,000,000.00	3,086,145.00	3,064,354.17	0.995	3,071,250.00	10.36	0.75%
Certificate of Deposit		1.16%	08/26/10	08/27/09		18,000,000.00	18,000,000.00	18,000,000.00	1.000	18,000,000.00	10.82	1.16%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.008	36,303,750.00	11.97	1.42%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.007	20,137,500.00	12.23	1.25%
FHLB Notes	AAA	1.05%	11/15/10	06/25/09		6,000,000.00	6,010,560.00	6,008,543.64	1.000	6,011,250.00	13.48	0.92%
Certificate of Deposit		1.50%	12/01/10	06/01/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	14.00	1.50%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	08/07/06	1,000,000.00	994,375.00	998,475.15	1.063	1,057,500.00	16.23	5.18%
FHLMC Notes	AAA	2.00%	03/16/11	07/27/09	03/16/10	23,000,000.00	23,185,691.88	23,165,474.19	0.998	23,136,022.00	17.44	1.50%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,839,763.07	0.998	3,838,575.00	17.97	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,532,439.38	0.999	5,534,375.00	18.20	1.48%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,724,373.31	1.002	5,738,361.00	18.59	1.47%
FHLMC Notes	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,109,592.13	0.999	3,118,449.00	19.08	1.18%
FHLB Notes	AAA	6.50%	05/13/11	07/30/09		1,000,000.00	1,083,680.00	1,075,722.70	0.999	1,082,500.00	19.34	1.25%
FHLB Notes	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,353,466.36	1.002	12,408,750.00	20.26	1.36%
FHLB Notes	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,607,176.37	1.008	5,647,593.75	21.51	1.35%
FHLB Notes	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,522,737.77	1.005	5,549,843.75	22.30	1.15%
TOTAL						\$ 317,584,858.00	\$ 319,335,871.03	\$ 318,909,436.49		\$ 319,804,653.25	9.77	1.16%

(1) (2)

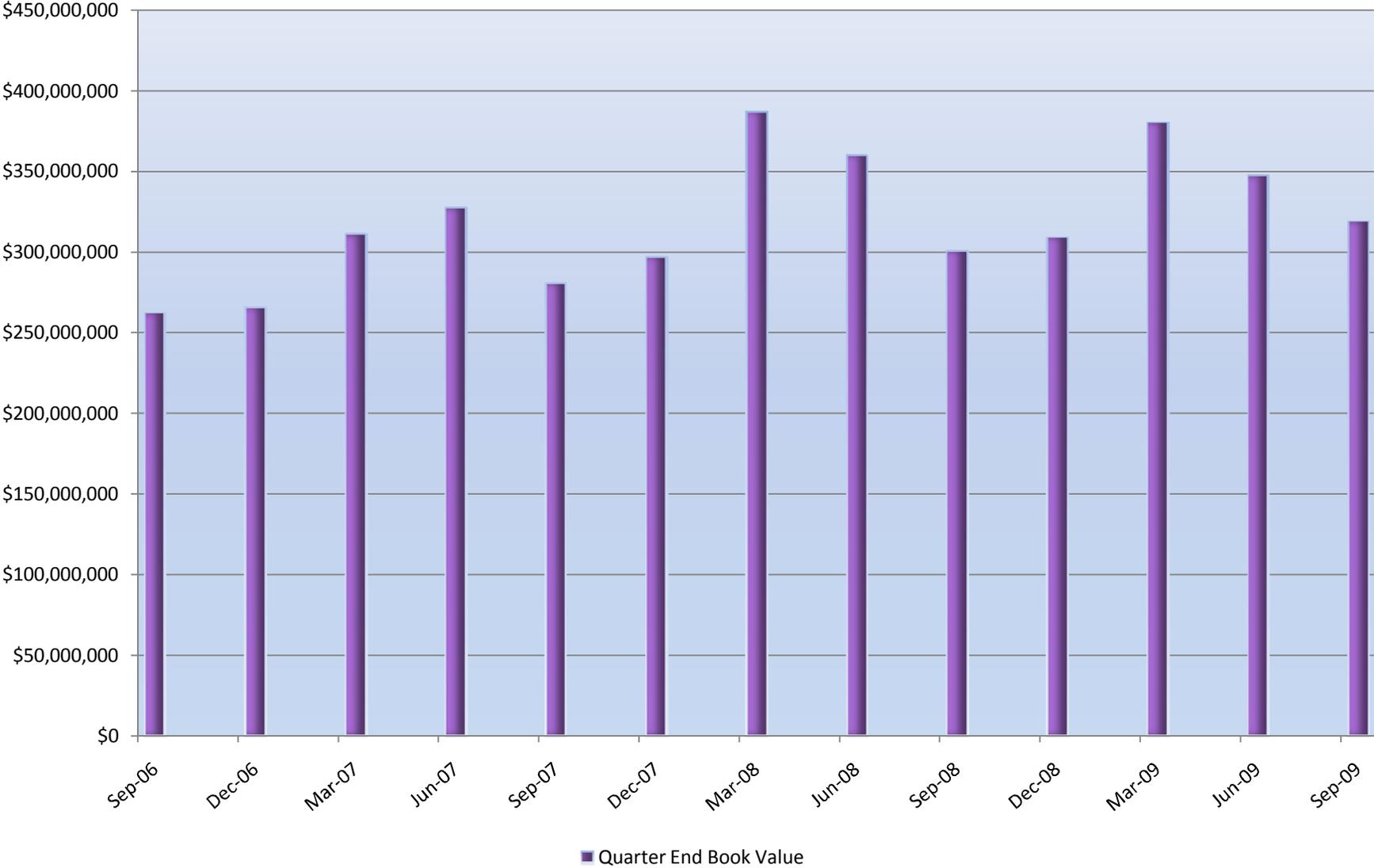
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month issued for bank, pool, and money market investments.

Portfolio Composition 9/30/09



Portfolio Totals



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2009		Purchase/ Adjustment	Maturity/Call/ Adjustment	September 30, 2009	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
			Legacy NOW Account	0.51%			10/01/09	29,957,400.49
TexPool	0.51%	10/01/09	3,140,984.89	3,140,984.89	2,533.73	-	3,143,518.62	3,143,518.62
Texas Daily	0.40%	10/01/09	79,284,147.36	79,284,147.36	-	(60,951,892.08)	18,332,255.28	18,332,255.28
Certificate of Deposit	1.75%	10/16/09	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.90%	10/22/09	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.90%	11/12/09	4,000,000.00	4,000,000.00	-	-	4,000,000.00	4,000,000.00
Certificate of Deposit	0.90%	11/13/09	150,000.00	150,000.00	-	-	150,000.00	150,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.94%	01/28/10	2,000,000.00	2,000,000.00	-	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.90%	02/10/10	97,000.00	97,000.00	-	-	97,000.00	97,000.00
Certificate of Deposit	1.40%	03/18/10	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	04/27/10	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	1.05%	05/06/10	2,000,000.00	2,000,000.00	-	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.25%	05/25/10	246,000.00	246,000.00	-	-	246,000.00	246,000.00
Certificate of Deposit	1.69%	05/27/10	240,000.00	240,000.00	-	-	240,000.00	240,000.00
Certificate of Deposit	0.74%	05/27/10	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.15%	05/27/10	247,000.00	247,000.00	-	-	247,000.00	247,000.00
Certificate of Deposit	1.55%	05/28/10	11,000,000.00	11,000,000.00	-	-	11,000,000.00	11,000,000.00
Certificate of Deposit	2.30%	06/02/10	240,000.00	240,000.00	-	-	240,000.00	240,000.00
Certificate of Deposit	2.20%	07/03/10	244,000.00	244,000.00	-	-	244,000.00	244,000.00
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	-	(7,000,000.00)	-	-
Certificate of Deposit	1.60%	07/10/10	-	-	7,000,000.00	-	7,000,000.00	7,000,000.00
Certificate of Deposit	0.65%	07/29/10	-	-	4,000,000.00	-	4,000,000.00	4,000,000.00
Certificate of Deposit	1.16%	08/26/10	-	-	18,000,000.00	-	18,000,000.00	18,000,000.00
Certificate of Deposit	1.50%	12/01/10	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	1.79%	07/23/09	1,000,000.00	1,000,000.00	-	(1,000,000.00)	-	-
Certificate of Deposit	1.79%	07/30/09	3,000,000.00	3,000,000.00	-	(3,000,000.00)	-	-
Certificate of Deposit	1.79%	08/06/09	10,000,000.00	10,000,000.00	-	(10,000,000.00)	-	-
Certificate of Deposit	1.49%	08/20/09	13,000,000.00	13,000,000.00	-	(13,000,000.00)	-	-
Certificate of Deposit	1.49%	08/27/09	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
FHLB Note	1.00%	03/02/10	2,700,000.00	2,706,493.40	-	(2,428.06)	2,700,000.00	2,704,065.34
FHLB Note	1.10%	03/06/10	8,500,000.00	8,527,597.14	-	(9,628.82)	8,500,000.00	8,517,968.32
FHLB Note	4.88%	05/14/10	2,000,000.00	2,073,002.81	-	(21,016.75)	2,000,000.00	2,051,986.06
FHLB Note	1.30%	07/30/10	21,000,000.00	21,011,971.17	-	(2,776.95)	21,000,000.00	21,009,194.22
FHLB Note	1.42%	09/30/10	36,000,000.00	36,000,000.00	-	-	36,000,000.00	36,000,000.00
FHLB Note	1.25%	10/08/10	20,000,000.00	20,000,000.00	-	-	20,000,000.00	20,000,000.00
FHLB Note	1.05%	11/15/10	6,000,000.00	6,010,434.25	-	(1,890.61)	6,000,000.00	6,008,543.64
FHLB Note	5.40%	08/20/12	1,000,000.00	1,000,000.00	-	(1,000,000.00)	-	-
FHLB Note	6.50%	05/13/11	-	-	1,083,680.00	-	1,000,000.00	1,075,722.70
FHLB Note	3.13%	06/10/11	-	-	12,388,355.47	-	12,000,000.00	12,353,466.36
FHLB Note	1.13%	07/18/11	-	-	5,605,228.00	-	5,630,000.00	5,607,176.37
FHLB Note	1.38%	08/11/11	-	-	5,523,038.71	-	5,500,000.00	5,522,737.77
FHLMC Note	2.88%	04/30/10	17,000,000.00	17,287,076.28	-	(86,329.06)	17,000,000.00	17,200,747.22
FHLMC Note	2.88%	06/28/10	11,000,000.00	11,238,764.46	-	(60,265.37)	11,000,000.00	11,178,499.09
FHLMC Note	2.00%	03/16/11	-	-	23,185,691.88	-	23,000,000.00	23,165,474.19
FHLMC Note	1.75%	04/20/11	5,700,000.00	5,728,286.03	-	(3,912.72)	5,700,000.00	5,724,373.31
FHLMC Note	3.50%	05/05/11	-	-	3,121,266.90	-	3,000,000.00	3,109,592.13
FNMA Note	3.25%	08/12/10	3,000,000.00	3,082,856.93	-	(18,502.76)	3,000,000.00	3,064,354.17
FNMA Note	5.05%	02/07/11	1,000,000.00	998,042.52	432.63	-	1,000,000.00	998,475.15
FNMA Note	2.05%	04/01/11	3,810,000.00	3,844,706.38	-	(4,943.31)	3,810,000.00	3,839,763.07
FNMA Note	1.88%	04/08/11	5,500,000.00	5,537,759.34	-	(5,319.96)	5,500,000.00	5,532,439.38
TOTAL			\$ 346,791,532.74	\$ 347,628,523.45	\$ 79,910,227.32	\$ (108,556,222.84)	\$ 317,584,858.00	\$ 318,909,436.49

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2009		Qtr to Qtr Change (1)	September 30, 2009	
			Par Value	Market Value		Par Value	Market Value
Legacy NOW Account	0.93%	01/01/09	29,957,400.49	29,957,400.49	(7,387,316.39)	22,570,084.10	22,570,084.10
TexPool	0.84%	01/01/09	3,140,984.89	3,140,984.89	2,533.73	3,143,518.62	3,143,518.62
Texas Daily	0.76%	01/01/09	79,284,147.36	79,284,147.36	(60,951,892.08)	18,332,255.28	18,332,255.28
Certificate of Deposit	1.75%	10/16/09	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.90%	10/22/09	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.90%	11/12/09	4,000,000.00	4,000,000.00	-	4,000,000.00	4,000,000.00
Certificate of Deposit	0.90%	11/13/09	150,000.00	150,000.00	-	150,000.00	150,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,111,104.55	(111,104.55)	10,000,000.00	10,000,000.00
Certificate of Deposit	1.94%	01/28/10	2,000,000.00	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.90%	02/10/10	97,000.00	97,000.00	-	97,000.00	97,000.00
Certificate of Deposit	1.40%	03/18/10	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	04/27/10	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.05%	05/06/10	2,000,000.00	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.25%	05/25/10	246,000.00	246,000.00	-	246,000.00	246,000.00
Certificate of Deposit	1.69%	05/27/10	240,000.00	240,000.00	-	240,000.00	240,000.00
Certificate of Deposit	0.74%	05/27/10	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.15%	05/27/10	247,000.00	247,000.00	-	247,000.00	247,000.00
Certificate of Deposit	1.55%	05/28/10	11,000,000.00	11,087,215.64	(87,215.64)	11,000,000.00	11,000,000.00
Certificate of Deposit	2.30%	06/02/10	240,000.00	240,000.00	-	240,000.00	240,000.00
Certificate of Deposit	2.20%	7/3/2010	244,000.00	244,000.00	-	244,000.00	244,000.00
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	(7,000,000.00)	-	-
Certificate of Deposit	1.60%	07/10/10	-	-	7,000,000.00	7,000,000.00	7,000,000.00
Certificate of Deposit	0.65%	07/29/10	-	-	4,000,000.00	4,000,000.00	4,000,000.00
Certificate of Deposit	1.16%	08/26/10	-	-	18,000,000.00	18,000,000.00	18,000,000.00
Certificate of Deposit	1.50%	12/01/10	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.79%	07/23/09	1,000,000.00	1,000,000.00	(1,000,000.00)	-	-
Certificate of Deposit	1.79%	07/30/09	3,000,000.00	3,000,000.00	(3,000,000.00)	-	-
Certificate of Deposit	1.79%	08/06/09	10,000,000.00	10,000,000.00	(10,000,000.00)	-	-
Certificate of Deposit	1.49%	08/20/09	13,000,000.00	13,000,000.00	(13,000,000.00)	-	-
Certificate of Deposit	0.60%	08/27/09	5,000,000.00	5,000,000.00	(5,000,000.00)	-	-
FHLB Note	1.00%	03/02/10	2,700,000.00	2,720,213.68	(12,619.93)	2,700,000.00	2,707,593.75
FHLB Note	1.10%	03/06/10	8,500,000.00	8,573,908.30	(42,033.30)	8,500,000.00	8,531,875.00
FHLB Note	4.88%	05/14/10	2,000,000.00	2,121,660.07	(66,035.07)	2,000,000.00	2,055,625.00
FHLB Note	1.30%	07/30/10	21,000,000.00	21,196,980.00	(26,355.00)	21,000,000.00	21,170,625.00
FHLB Note	1.42%	09/30/10	36,000,000.00	36,315,000.00	(11,250.00)	36,000,000.00	36,303,750.00
FHLB Note	1.25%	10/08/10	20,000,000.00	20,131,200.00	6,300.00	20,000,000.00	20,137,500.00
FHLB Note	1.05%	11/15/10	6,000,000.00	5,998,125.00	13,125.00	6,000,000.00	6,011,250.00
FHLB Note	5.40%	08/20/12	1,000,000.00	1,006,560.00	(1,000,000.00)	-	-
FHLB Note	6.50%	05/13/11	-	-	1,083,680.00	1,000,000.00	1,082,500.00
FHLB Note	3.13%	06/10/11	-	-	12,441,480.47	12,000,000.00	12,408,750.00
FHLB Note	1.13%	07/18/11	-	-	5,605,228.00	5,630,000.00	5,647,593.75
FHLB Note	1.38%	08/11/11	-	-	5,523,038.71	5,500,000.00	5,549,843.75
FHLMC Note	2.88%	04/30/10	17,000,000.00	17,318,750.00	(63,750.00)	17,000,000.00	17,255,000.00
FHLMC Note	2.88%	06/28/10	11,000,000.00	11,394,583.13	(191,226.13)	11,000,000.00	11,203,357.00
FHLMC Note	2.00%	03/16/11	-	-	23,185,691.88	23,000,000.00	23,136,022.00
FHLMC Note	1.75%	04/20/11	5,700,000.00	5,727,930.00	10,431.00	5,700,000.00	5,738,361.00
FHLMC Note	3.50%	05/05/11	-	-	3,121,266.90	3,000,000.00	3,118,449.00
FNMA Note	3.25%	08/12/10	3,000,000.00	3,088,125.00	(16,875.00)	3,000,000.00	3,071,250.00
FNMA Note	5.05%	02/07/11	1,000,000.00	1,062,810.00	(5,310.00)	1,000,000.00	1,057,500.00
FNMA Note	2.05%	04/01/11	3,810,000.00	3,834,993.60	3,581.40	3,810,000.00	3,838,575.00
FNMA Note	1.88%	04/08/11	5,500,000.00	5,525,795.00	8,580.00	5,500,000.00	5,534,375.00
TOTAL			\$ 346,791,532.74	\$ 348,796,486.71	\$ (28,968,046.00)	\$ 317,584,858.00	\$ 319,804,653.25

(1) Does not include interest.

Allocation**September 30, 2009**

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	12.75%	40,663,189.37
Debt Service Funds	1.03%	3,278,648.59
Capital Projects Funds	44.79%	142,830,894.22
Enterprise Funds	12.84%	40,936,236.81
Special Revenue Funds	8.19%	26,123,634.96
Internal Service Funds	14.65%	46,735,920.54
Fiduciary Funds	5.75%	18,340,912.00
Totals	100.00%	318,909,436.49

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	17.72%	56,664,243.63
Debt Service Funds	9.61%	30,729,244.22
Capital Projects Funds	38.90%	124,393,465.34
Enterprise Funds	8.82%	28,199,557.84
Special Revenue Funds	7.53%	24,082,760.66
Internal Service Funds	12.08%	38,630,971.52
Fiduciary Funds	5.35%	17,104,410.04
Totals	100.00%	319,804,653.25

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date: 11/09/09		Purchasing	<i>DeP</i> 10-29-09	
Department: Finance		Budget	<i>C.S.</i> 10-29-09	
Department Head: Denise Tacke		Legal	<i>MD</i> 10-29-09	
Dept Signature: <i>Denise Tacke</i>		Assistant City Manager	<i>DeP</i> 10-29-09	
		Deputy City Manager	<i>DeP</i> 10-29-09	
		City Manager	<i>JKW</i> 11/3/09	
Agenda Coordinator (include phone #): Katherine Crumbley - x7479 <i>ka</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND FUTUREWEI TECHNOLOGIES, INC. A TEXAS CORPORATION D/B/A HUAWEI TECHNOLOGIES (USA).; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		12,391,869	0	12,391,869
Encumbered/Expended Amount		-2,659,848	-3,513,077	-6,172,925
This Item	0	-451,200	-261,600	-712,800
BALANCE	0	9,280,821	-3,774,677	5,506,144
FUND(s):				
COMMENTS: STRATEGIC PLAN GOAL: PROVIDING ECONOMIC DEVELOPMENT INCENTIVES RELATES TO THE CITY'S GOAL OF DIVERSE BUSINESS CENTER				
SUMMARY OF ITEM				
A request from Futurewei Technologies, Inc. for an Economic Development incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Futurewei Technologies agrees to occupy not less than 75,000 square feet of office space by 7/31/2010 with an additional 25,000 square feet by 12/31/12 and agrees to retain, transfer or create 376 full time jobs on or before 7/31/10. Futurewei may, but is not obligated, to add an additional 218 full time jobs by 12/31/12.				
List of Supporting Documents: Economic Development Incentive Agreement		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND FUTUREWEI TECHNOLOGIES, INC. A TEXAS CORPORATION D/B/A HUAWEI TECHNOLOGIES (USA); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement By and Between the City of Plano, Texas and Futurewei Technologies, Inc. a Texas Corporation d/b/a Huawei Technologies (USA), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 9th day of November, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Futurewei Technologies, Inc. a Texas Corporation d/b/a Huawei Technologies (USA), (hereinafter referred to as the ("Company")), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of design and development of telecommunications equipment as well as sales and marketing of its product lines; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to maintain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to initially occupy 75,000 square feet of office space located at 5700 Tennyson Plano, TX, 75024 or another building within the City (the "Property"); create at least 376 Job Equivalent positions (as hereinafter defined) on the Property by July 31, 2010; and with an opportunity to add up to an additional 218 Job Equivalents on the Property by December 31, 2012; and

WHEREAS, Company agrees to occupy a total of at least 100,000 square feet of office space located at 5700 Tennyson Plano, TX, 75024 or another building within the City by July 31, 2012 (the initial occupancy of 75,000 square feet and the later occupancy of an additional 25,000 square feet within two years of the Effective Date shall be referred to herein as the "Occupancy"); and

WHEREAS, the Occupancy, the creation of 376 full time employees on the Property, and the opportunity to add an additional 218 full time job positions to the Property will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

**Article I
Definitions**

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

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or July 31, 2010, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until June 30, 2017, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

- (a) Occupy not less than 75,000 square feet of office space on the Property on or before July 31, 2010;
- (b) Create 376 Job Equivalents on the Property on or before July 31, 2010;

- (c) The Company may but is not obligated to add additional Job Equivalent positions to the Property up to a maximum of 218 additional Job Equivalents (594 combined total) by December 31, 2012 and receive a grant payment as set forth in Article IV below;
- (d) Occupy at least 25,000 additional square feet of office space on the Property on or before July 31, 2012 and then maintain Occupancy and all Job Equivalent positions on the Property, for which a grant payment was received, for the full term of this agreement; and
- (e) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of Four Hundred Fifty-One Thousand Two Hundred Dollars (\$451,200.00) for the Occupancy and the creation of 376 Job Equivalent positions on the Property by the Commencement Date and a separate cash grant of Twelve Hundred Dollars (\$1,200.00) for each additional new Job Equivalent position created on the Property by December 31, 2012 up to a maximum of 218 Job Equivalents (594 combined total), which sum will not exceed Two Hundred and Sixty-One Thousand Six Hundred Dollars (\$261,600.00).

4.02 **Grant Payments.** Except as otherwise indicated, the Company shall be entitled to a payment of Four Hundred Fifty-One Thousand Two Hundred Dollars (\$451,200.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Initial Certification form attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (a) and (b) above. In order to receive payment under this Agreement, Company's initial certification verifying compliance with Article III (a) and (b) above must be filed with the City no later than October 31, 2010. After complying with Article III (a) and (b), the Company shall be entitled to additional payments of One Thousand Two Hundred Dollars (\$1,200.00) for each additional Job Equivalent created on the Property up to a maximum of Two Hundred and Sixty-One Thousand Six Hundred Dollars (\$261,600.00) within thirty (30) days after the Company verifies to the City the creation of these Job Equivalents using the Initial Certification attached hereto as Exhibit "A" modified as necessary. In order to receive payment for additional Job Equivalents created under Article III (c) the Company's certification for those additional Job Equivalents created each year must be filed with the City within 30 days of the end of each calendar year.. Grant payments will not be made for certifications filed after March 31, 2013.

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than 180 consecutive days during the term of this Agreement, not the result of an Event of Force

Majeure, the Company shall refund to the City an amount equal to One Thousand Two Hundred Dollars (\$1,200.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, a Company officer shall certify to the City by January 31, 2011 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such thirty (30) day period shall be extended if the default of a nature that cannot reasonably be cured within such thirty (30) day period and further provided that the remedy is being diligently pursued); and
- (d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:
(Before June 1, 2010)
FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA)
Attention: Ms. Fang Chen
1301 W. George Bush, Suite 260
Richardson, TX 75080

(After June 1, 2010)
FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA)
Attention: Ms. Fang Chen
5700 Tennyson
Plano, TX, 75024

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for

mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 9th day of November, 2009.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck, CITY
MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

FUTUREWEI TECHNOLOGIES, INC.
d/b/a HUAWEI TECHNOLOGIES (USA),
a Texas Corporation

BY: _____
Carl Liu
Executive Vice President

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE*

I hereby certify that FUTUREWEI TECHNOLOGIES, INC. d/b/a HUAWEI TECHNOLOGIES (USA), a Texas Corporation, has occupied not less than 75,000 square feet of office space on the Property and has created _____ new Job Equivalent positions to the Property. FUTUREWEI TECHNOLOGIES, INC. d/b/a HUAWEI TECHNOLOGIES (USA) is in compliance with subsections (a) and (b) of Article III of the Agreement as of July 31, 2010, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

FUTUREWEI TECHNOLOGIES, INC.
d/b/a HUAWEI TECHNOLOGIES (USA), a
Texas Corporation

By: _____
Name:
Title:

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

*This form may be modified and used for any subsequent certification of additional occupancy of space or new Job Equivalents.

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that FUTUREWEI TECHNOLOGIES, INC. d/b/a HUAWEI TECHNOLOGIES (USA), a Texas Corporation is in compliance with each applicable term as set forth in Article III of the Agreement as of _____. The term of the Agreement is July 31, 2010 through July 30, 2017. The number of new Job Equivalents, calculated as set forth in the Agreement, and maintained pursuant to the Agreement since its inception has not fallen below _____ for more than 180 consecutive days and is _____ as of the date of this Certificate of Compliance." If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

FUTUREWEI TECHNOLOGIES, INC.
d/b/a HUAWEI TECHNOLOGIES (USA),
a Texas Corporation

By: _____
Name:
Title:

Date

NOTE:

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DEP</i>	11/30/09
Council Meeting Date:	11/09/09	Budget	<i>DEP</i>	11/12/09
Department:	City Secretary's Office	Legal	<i>DEP</i>	11/2/09
Department Head	Diane Zucco	Assistant City Manager		
Dept Signature:	<i>[Signature]</i>	Deputy City Manager		
		City Manager	<i>[Signature]</i>	11/13/09
Agenda Coordinator (include phone #): Alice Snyder - x7515				
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, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item will provide for the casting of the City of Plano Ballot for the election of members to the Collin County Appraisal District Board of Directors.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



Collin Central Appraisal District

October 28, 2009

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

Dear Mr. Muehlenbeck:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Central Appraisal District of Collin County. The candidates are listed alphabetically by their last name.

Each voting unit must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2009. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the Chief Appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin". The signature is written in a cursive, slightly slanted style.

Bo Daffin
Chief Appraiser

EID/mlr

Enclosure

OCT 29 2009

2010-2011
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

KEVIN ANDERSON	Nominated by the City of Anna.
BOBBY BISHOP	Nominated by the City of Farmersville.
RONALD CARLISLE	Is a current board member and has served since 1/94. Nominated by Frisco ISD, City of Frisco and McKinney ISD.
DR. LEO FITZGERALD	Is a current board member and has served since the beginning of the Appraisal District, 1/80. Nominated by Plano ISD and McKinney ISD and City of Sachse.
JOE HELMBERGER	Nominated by the Farmersville ISD.
RANDY KAISER	Nominated by the City of Melissa and Melissa ISD.
WAYNE MAYO	Is a current board member and has served since 1/98. Nominated by the City of Richardson, City of Murphy, City of McKinney and McKinney ISD.
GARY RODENBAUGH	Is a current board member and has served since 1/01. Nominated by the City of Allen, Allen ISD, and McKinney ISD.
ROY WILSHIRE	Is a current board member and has served since 01/03. Nominated by the City of Plano and McKinney ISD.
STEVE WRIGHT	Nominated by the City of Wylie.



DATE: October 30, 2009

TO: Honorable Mayor and Council Members
City Manager Muehlenbeck

FROM: Di Zucco, City Secretary 

RE: Collin County Appraisal District Board of Directors.

Based on information received from the appraisal district, the five nominees with the top number of votes are named as members.

For the term beginning January 2008, the highest number of votes received by an individual named to the board was 1,033 and the lowest was 697. For this year's ballot the City of Plano has 382 votes to cast.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to vote.

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

Section I. The City Council authorizes Mayor Phil Dyer to cast the ballot for the City of Plano as follows:

Section II. The official ballot of the Central Appraisal District of Collin County is attached hereto and made a part hereof Exhibit "A."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2009.

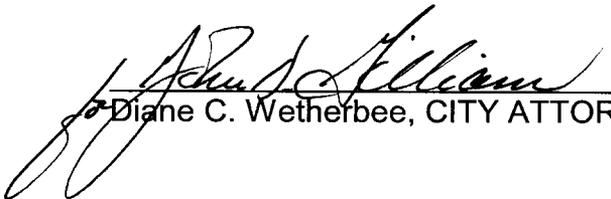
DULY PASSED AND APPROVED THIS THE 9th DAY OF NOVEMBER, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **City of Plano**

NUMBER OF VOTES: **382**

FOR: **BOARD OF DIRECTORS, CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY.**

KEVIN ANDERSON	_____	VOTES
BOBBY BISHOP	_____	VOTES
RONALD CARLISLE	_____	VOTES
DR. LEO FITZGERALD	_____	VOTES
JOE HELMBERGER	_____	VOTES
RANDY KAISER	_____	VOTES
WAYNE MAYO	_____	VOTES
GARY RODENBAUGH	_____	VOTES
ROY WILSHIRE	_____	VOTES
STEVE WRIGHT	_____	VOTES

OCTOBER 26, 2009

Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the Chief Appraiser, at 250 W. Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2009.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	11-3-09
Council Meeting Date: 11/9/09		Budget	<i>C.S.</i>	11-3-09
Department: City Secretary's Office		Legal	<i>DLW</i>	11/3/09
Department Head: Diane Zucco		Assistant City Manager		
Dept Signature: <i>Diane Zucco</i>		Deputy City Manager		
		City Manager	<i>AS</i>	11/3/09
Agenda Coordinator (include phone #): Alice Snyder, X 7515				
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, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item will provide for the casting of the City of Plano Ballot for the election of members to the Denton Central Appraisal District Board of Directors.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



DENTON **C**ENTRAL **A**PPRAISAL **D**ISTRICT
3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816

OCT 23 2009

MEMO

TO: All Taxing Jurisdictions
FROM: Joe Rogers
DATE: October 26, 2009
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser by December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are:

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Lee A. Baker	City of Lewisville, Lewisville ISD
2. Mark D. Chambers	City of Fort Worth
3. Pearl Ford	City of Lewisville, Northwest ISD, City of Trophy Club
4. Doug Killough	City of Lewisville
5. John W. Mitchell	Denton County Fresh Water District #9
6. Albert Picardi	Lewisville ISD
7. Michael Roe	Denton County, Frisco ISD, City of Frisco
8. Charles Stafford	City of Lewisville, Denton ISD
9. Rick Woolfolk	City of Lewisville, Denton ISD

Doug Killough was nominated by City of Lewisville; he has chosen not to run again.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.



DATE: November 3, 2009

TO: Honorable Mayor and Council Members
City Manager Muehlenbeck

FROM: Di Zucco, City Secretary 

RE: Denton County Appraisal District Board of Directors.

Although the City of Plano did not bring forward a nomination for the Denton Central Appraisal District, a resolution casting the City's ballot for the board is requested. Based on information received from the appraisal district, Plano has 19 votes to cast. In 2007, Plano cast its ballot for Pearl Ford, nominated by the Town of Trophy Club.

As is the case in Collin County, the five nominees with the top number of votes are named as members. For the term beginning January 2008, the highest number of votes received by an individual named to the board was 1090 and the lowest was 569.

DENTON CENTRAL APPRAISAL DISTRICT
2009 DISTRIBUTION OF VOTES

<u>JURISDICTIONS</u>		<u>2008 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
<u>SCHOOL DISTRICTS:</u>				
S01	ARGYLE ISD	\$14,147,536.54	1.2546%	63
S02	AUBREY ISD	\$8,140,559.31	0.7219%	36
S03	CARROLLTON-FB ISD	\$40,616,850.75	3.6019%	179
S04	CELINA ISD	\$291,573.80	0.0259%	1
S05	DENTON ISD	\$140,136,513.49	12.4274%	620
S15	ERA ISD	\$3,670.88	0.0003%	1
S06	FRISCO ISD	\$58,043,922.48	5.1474%	256
S07	KRUM ISD	\$10,643,892.62	0.9439%	47
S08	LAKE DALLAS ISD	\$21,053,131.62	1.8670%	93
S09	LEWISVILLE ISD	\$319,162,385.15	28.3036%	1414
S10	LITTLE ELM ISD	\$24,951,526.51	2.2127%	110
S11	NORTHWEST ISD	\$60,788,705.13	5.3908%	269
S12	PILOT POINT ISD	\$5,984,147.02	0.5307%	27
S13	PONDER ISD	\$12,792,393.39	1.1344%	57
S17	PROSPER ISD	\$991,096.97	0.0879%	4
S14	SANGER ISD	\$9,619,459.45	0.8531%	43
S16	SLIDELL ISD	\$600,106.31	0.0532%	3
<u>SCHOOL DISTRICTS TOTALS</u>		<u>\$727,967,471.42</u>	<u>64.557%</u>	<u>3223</u>
G01	DENTON COUNTY	\$125,928,041.67	11.17%	558

<u>JURISDICTIONS</u>	<u>2008 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
CITIES:			
C26 TOWN OF ARGYLE.....	\$1,495,832.00	0.1327%	7
C01 CITY OF AUBREY.....	\$681,705.10	0.0605%	3
C31 TOWN OF BARTONVILLE..	\$450,319.81	0.0399%	2
C02 CITY OF CARROLLTON	\$28,347,239.77	2.5139%	125
C49 CITY OF CELINA.....	\$1,028.65	0.0001%	1
C03 CITY OF THE COLONY...	\$14,730,756.53	1.3063%	65
C21 TOWN OF COPPELL	\$613,302.52	0.0544%	3
C27 TOWN OF COPPER CANYON	\$306,949.00	0.0272%	1
C04 CITY OF CORINTH.....	\$8,210,723.53	0.7281%	36
C47 CITY OF CORRAL CITY	\$14,924.68	0.0013%	1
C20 CITY OF DALLAS.....	\$7,912,894.02	0.7017%	35
C05 CITY OF DENTON.....	\$43,069,182.74	3.8194%	190
C42 CITY OF DISH.....	\$62,759.58	0.0056%	1
C30 TOWN OF DOUBLE OAK...	\$744,969.94	0.0661%	3
C07 TOWN OF FLOWER MOUND.	\$30,448,044.55	2.7002%	134
C36 CITY OF FORT WORTH.....	\$6,409,409.82	0.5684%	28
C32 CITY OF FRISCO.....	\$21,634,832.75	1.9186%	95
C39 CITY OF GRAPEVINE.....	\$17.84	0.0000%	1
C22 TOWN OF HACKBERRY...	\$95,160.05	0.0084%	1
C38 CITY OF HASLET.....	\$2,545.50	0.0002%	1
C19 TOWN OF HICKORY CREEK....	\$1,450,741.33	0.1287%	6
C08 CITY OF HIGHLAND VILLAGE.....	\$9,422,781.11	0.8356%	42
C09 CITY OF JUSTIN.....	\$1,128,491.78	0.1001%	5
C18 CITY OF KRUGERVILLE..	\$262,732.76	0.0233%	1
C10 CITY OF KRUM.....	\$1,142,884.29	0.1014%	5
C11 CITY OF LAKE DALLAS..	\$2,336,243.14	0.2072%	10
C25 CITY OF LAKEWOOD VILLAGE.....	\$186,387.30	0.0165%	1
C12 CITY OF LEWISVILLE...	\$30,127,732.80	2.6718%	133
C13 TOWN OF LITTLE ELM...	\$8,675,806.99	0.7694%	38
C33 TOWN OF NORTHLAKE....	\$682,472.00	0.0605%	3
C24 CITY OF OAK POINT....	\$1,439,891.93	0.1277%	6
C14 CITY OF PILOT POINT..	\$1,300,381.04	0.1153%	6
C29 CITY OF PLANO.....	\$4,231,825.88	0.3753%	19
C15 TOWN OF PONDER.....	\$408,815.76	0.0363%	2
C48 CITY OF PROSPER	\$60,763.05	0.0054%	1
C17 CITY OF ROANOKE.....	\$4,703,451.99	0.4171%	21
C16 CITY OF SANGER.....	\$2,310,917.05	0.2049%	10
C34 TOWN OF SHADY SHORES	\$625,731.22	0.0555%	3
C37 CITY OF SOUTHLAKE.....	\$562,240.61	0.0499%	2
C28 CITY OF TROPHY CLUB..	\$3,185,291.77	0.2825%	14
CITY TOTAL	\$239,478,182.18	21.24%	1061

<u>JURISDICTIONS</u>	<u>2008 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
W04 CLEARCREEK WATERSHED AUTHORITY.....	\$262,742.96	0.0233%	1
W07 CORINTH MUD.....	\$230,196.40	0.0204%	1
ESD1 DENTON CO EMER SER DIST	\$1,180,576.06	0.1047%	5
W10 DENTON CO. FRESH WATER DIST. #1B	\$2,421,751.91	0.2148%	11
W11 DENTON CO. FRESH WATER DIST. #1C	\$55,478.09	0.0049%	1
W12 DENTON CO. FRESH WATER DIST. #1D	\$2,705,035.30	0.2399%	12
W15 DENTON CO. FRESH WATER DIST. #1E	\$2,216,356.99	0.1965%	10
W31 DENTON CO. FRESH WATER DISTRICT 1F	\$1,104,901.75	0.0980%	5
W34 DENTON CO FRESH WATER DISTRICT 1G	\$882,003.65	0.0782%	4
W26 DENTON CO. FRESH WATER 4-A	\$254,989.13	0.0226%	1
W13 DENTON CO. FRESH WATER DIS #6	\$5,441,373.68	0.4825%	24
W21 DENTON CO. FRESH WATER DISTRICT #7	\$1,159,006.78	0.1028%	5
W18 DENTON CO. FRESH WATER DIST. #8A	\$280,399.92	0.0249%	1
W19 DENTON CO. FRESH WATER DIST. #8B	\$1,262,759.73	0.1120%	6
W24 DENTON CO. FRESH WATER DIST. #8C	\$907,455.40	0.0805%	4
W16 DENTON CO. FRESH WATER DIST. #9	\$2,413,834.98	0.2141%	11
W17 DENTON CO. FRESH WATER DIST. #10	\$2,693,371.38	0.2389%	12
W20 DENTON CO. FRESH WATER DISTRICT 11A	\$1,038,683.41	0.0921%	5
W25 DENTON CO FRESH WATER DISTRICT 11B	\$50,660.12	0.0045%	1
L01 DENTON COUNTY LEVY IMPROVEMENT DIST #1.	\$779,597.81	0.0691%	3
W22 DENTON CO MUD #4	\$1,052,468.34	0.0933%	5
W23 DENTON CO MUD #5	\$235,213.20	0.0209%	1
RUD DENTON COUNTY ROAD & UTILITY DISTRICT #1.	\$3,649,104.30	0.3236%	16
W33 NORTH FORT WORTH CONTROL & IMP DISTRICT	\$84.55	0.0000%	1
W 27 OAK POINT WATER CONT. #1	\$96,432.01	0.0086%	1
W28 OAK POINT WATER CONT. #2	\$131,178.90	0.0116%	1
W03 TROPHY CLUB MUD.#1	\$584,414.28	0.0518%	3
W05 TROPHY CLUB MUD #2	\$1,156,765.77	0.1026%	5
ESD2 TROPHY CLUB PID #1 EM SER	\$16,351.46	0.0015%	1
W35 VALENCIA ON THE LAKE WATER CONTROL & IMP DIST	\$806.49	0.0001%	1
SPECIAL DISTRICTS TOTALS	\$34,263,994.75	3.04%	158
TOTAL ALL JURISDICTIONS	\$1,127,637,690.02	100.00%	5000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Denton Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to vote.

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

Section I. The City Council authorizes Mayor Phil Dyer to cast the ballot for the City of Plano as follows:

Section II. The candidates for the Central Appraisal District of Denton County is attached hereto and made a part hereof Exhibit "A."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2009.

DULY PASSED AND APPROVED THIS THE 9th DAY OF NOVEMBER, 2009.

ATTEST:

Phil Dyer, MAYOR

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



DENTON **C**ENTRAL **A**PPRAISAL **D**ISTRICT
3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816

OCT 23 2009

MEMO

TO: All Taxing Jurisdictions
FROM: Joe Rogers
DATE: October 26, 2009
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser by December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are:

	<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1.	Lee A. Baker	City of Lewisville, Lewisville ISD
2.	Mark D. Chambers	City of Fort Worth
3.	Pearl Ford	City of Lewisville, Northwest ISD, City of Trophy Club
4.	Doug Killough	City of Lewisville
5.	John W. Mitchell	Denton County Fresh Water District #9
6.	Albert Picardi	Lewisville ISD
7.	Michael Roe	Denton County, Frisco ISD, City of Frisco
8.	Charles Stafford	City of Lewisville, Denton ISD
9.	Rick Woolfolk	City of Lewisville, Denton ISD

Doug Killough was nominated by City of Lewisville; he has chosen not to run again.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.