

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON FEBRUARY 12, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 10 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | Mims | 5 min. |
| | A. Richard John Florance, Jr. vs. Rodney Patton, et. al. | | |
| III. | Real Estate | Turner | 10 min. |
| | A. Offer re Property in 2500 block K Avenue | | |
| IV. | Personnel | Council | 5 min. |
| | A. Appointment
Planning and Zoning Commission | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|--|-----------|---------|
| I. | Consideration and action resulting from Executive Session discussion:
Personnel Appointment -
Planning and Zoning Commission | Council | 5 min. |
| II. | Personnel Appointment | Council | 5 min. |
| | A. Technology Commission | | |
| III. | Mobility Report | Neal | 5 min. |
| IV. | Street Light Audit Report | Israelson | 10 min. |

V.	Report re Large Sewer Line Repair	Foster/Upchurch	10 min.
VI.	Discussion and Direction re Proposed Smokefree Ordinance	Collins	15 min
VII.	Council items for discussion/action on future agendas	Council	5 min.
VIII.	Consent and Regular Agenda	Council	5 min.
IX.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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



CITY COUNCIL

1520 AVENUE K

DATE: February 12, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Barry Gin
Plano Chinese Alliance Church

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 437
Andrews & Wells Elementary Schools

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Presentation: To the Family of Ben Thomas</p> <p>Proclamation: Library Lovers' Month</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Senior Citizens Advisory Board</u> Kevin A.J. Yarrow</p> <p><u>Building Standards Commission</u> Ann L. Nurre</p> <p><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Animal Shelter Advisory Committee – Roger Bolin, Chair</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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>(a) <u>Approval of Minutes</u> January 22, 2007 February 1, 2007</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. 2007-53-C for an annual fixed price contract for Public Works Mowing and Landscaping Services to Cardinal Home Lawn Care in the estimated annual amount of \$64,473. This item will establish a one year contract with three City optional one year renewals for mowing and landscape services along floodway drainage easements and water storage facilities throughout the City of Plano.</p> <p>(c) Bid No. 2007-57-C to establish an annual fixed price contract for Fire Hydrant and Water Line Repair Parts – Group 4 to H.D. Supply Waterworks in the estimated amount of \$97,992. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(d) To authorize the purchase of infrastructure switches in an amount not to exceed \$250,000 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (INX DIR-SDD-239)</p> <p>(e) To approve the purchase of material testing services for the Avenue P, Park to 18th Street project in the amount of \$38,909 from Kleinfelder, Inc. through an existing contract/agreement and authorizing the City Manager to execute all necessary documents. (Contract #2005-265-D).</p> <p>(f) To approve the purchase of material testing services for the McDermott Road Widening from Custer Road to Coit Road project in the amount of \$27,979 from TEAM Consultants, Inc. through an existing contract/agreement and authorizing the City Manager to execute all necessary documents. (Contract #2005-265-D)</p> <p>(g) To approve the purchase of labor and materials for the Technology Department Computer Room Modification and Expansion project, in the amount of \$979,417, from Centennial Contractors Enterprises, Inc. through an existing contract/agreement with Texas Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Vendor Contract No. R4538).</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve the purchase of two Chevrolet One Ton Extended Cargo Vans in the amount of \$46,384 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program, and authorizing the City Manager to execute all necessary documents. (#VE03-06) The vehicles are for Facility Services and the Plano Public Library System.	
(i)	To approve the purchase of eleven Chevrolet Cab Pick-Up's in the amount of \$244,650 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program, and authorizing the City Manager to execute all necessary documents. (#VE03-06) The vehicles are for Warehouse Operations, Customer & Utility Services, Environmental Health, Police, Fire, Backflow Operations and Park Field Services.	
(j)	To approve the purchase of one Mack Granite 14 yard Dump Truck in the amount of \$111,550 from Dallas Mack Sales through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#208-04) This is a scheduled replacement for Utility District #3. Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)	
(k)	To approve an Engineering Services Contract by and between the City and GSWW, Inc. in the amount of \$88,915 for design of intersection improvements – Jupiter Road, Park Boulevard, Parker Road & Independence Parkway and authorizing the City Manager to execute all necessary documents. This project includes improvements at the following five intersections: Spring Creek Parkway at Jupiter Road; Park Boulevard at Enterprise Drive; Park Boulevard at Custer Road; Parker Road at Marsh Lane; and Parkhaven Drive at Independence Parkway.	
(l)	To approve an Engineering Services Contract by and between the City and Dal-Tech Engineering, Inc. in the amount of \$81,690 for Alma Road Widening from Spicewood Drive to Hedgoxe Road and authorizing the City Manager to execute all necessary documents.	
(m)	To approve an Engineering Services Contract by and between the City and Dunaway Associates, L.P. in the amount of \$63,615 for Screening Wall Replacement – Cloisters project and authorizing the City Manager to execute all necessary documents.	
(n)	To approve a contract by and between the City and Remote Services, Inc. in the amount of \$109,200 for Technical Consultant for JDEdwards EnterpriseOne ERP System, and authorizing the City Manager to execute all necessary documents (RFQ No. 2007-14-C) The term of the contract will be one year with three City optional one-year renewals. Change Order: (Change to current City of Plano contract allowable under State law)	
(o)	To Wiginton Hooker Jeffry, P.C., increasing the Professional Services Contract by \$93,725 for Fire Station No. 12 and Emergency Operations Center and Storage Complex, providing research, design services, specifications and documentation required to submit the facilities for LEED Certification, Contract Modification No. 1.	
(p)	To Core Construction increasing the contract by \$105,557 for the Tom Muehlenbeck Center project, Change Order No.1 (Bid No. 2006-39-B).	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(q) To approve a Licensing Agreement by and between the City of Plano and the North Central Texas Council of Governments; providing terms and conditions for the purchase of digital aerial photography, elevation contours, and planimetrics in the amount of \$51,983; authorizing execution of the License Agreement by the City Manager; and providing an effective date.</p> <p>(r) To approve and authorize the refunds of property tax overpayments; and providing an effective date.</p> <p>(s) To approve the first amendment to the contract with David McCall of Gay, McCall, Isaacks, Gordon, May & Roberts, P.C. to allow the collection of taxes on tangible personal property that become delinquent on or after February 1, 2007 as permitted by Section 33.11, Tax Code; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(t) To authorize the purchase of specialized online downloadable audio books for Plano Public Library System in the amount of \$31,000 from OCLC/NetLibrary through their distribution agreement with Recorded Books, LLC, a sole source supplier of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.</p> <p>(u) To approve the purchase of a Technical Service Support Agreement for the LifePak 10 and LifePak 12 defibrillator equipment in the amount of \$212,151 from Medtronic Emergency Response Systems, Inc. the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(v) To approve the terms and conditions of a Boundary Adjustment Agreement by and between the City of Plano, Texas and the City of Richardson, Texas to set the future City limit boundaries and to adjust existing boundaries; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(w) To amend Ordinance No. 2006-5-9 as codified in Article VIII. Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano by deleting the exception of funeral processions and official activities of governmental agencies from the application of this ordinance; providing for notification of adjacent property owners along a proposed parade route; and other related matters; providing a repealer clause, a savings clause; a severability clause and providing an effective date.</p> <p>(x) To grant a waiver to increase the maximum allowable flagpole height from fifty feet to one hundred thirty feet at 600 Accent Drive and at 8700 Preston Road in the City of Plano; and providing 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 an ordinance as requested in Zoning Case 2006-35 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive in the City of Plano, Collin County, Texas, from Planned Development-426-Retail/General Office to Planned Development-131-Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: H.H.P.L. Limited Remanded to the Planning and Zoning Commission 01-22-07</p> <p>(2) An ordinance to repeal Sec. 15-24(10) of Chapter 15, Parks and Recreation, Article II, Parks and Recreation Planning Board of the City of Plano Code of Ordinances; amending Chapter 2, Administration of the City of Plano Code of Ordinances by adding Section 2-13 to provide for the naming/renaming of City facilities, structures and improvements in the City of Plano; providing repealing, savings, and severability clauses; and providing an effective date.</p> <p>(3) A resolution to support legislation that urges the Texas Commission on Environmental Quality to impose a 180-day moratorium on the permitting or further processing of current permit applications for pulverized coal-fired power plants; authorizing its execution by the City Manager and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

February 7, 2007

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

Honorable Mayor and City Council:

We will begin Monday evening in Executive Session where we will receive advice as well as an update regarding pending litigation from the City Attorney's Office. We will also consider a real estate offer and an appointment to the Planning and Zoning Commission.

The Preliminary Open Meeting agenda will begin with a Personnel Appointment to the Technology Commission. We will receive reports regarding mobility, the street light audit and a large sewer line repair. Brian Collins will present the proposed Smokefree Ordinance for discussion and direction.

I look forward to seeing you Monday.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

MEMO

DATE: February 6, 2007

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

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointments/Reappointments
Executive and Worksession Meetings

The following personnel appointments/reappointments will be considered at the February 12, 2007 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Planning and Zoning Commission</u> Resignation of Lisette Briley (Term Expires 10-08)	<u>Technology Commission</u> Resignation of Dana Johnson (Term Expires 10-07)

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Transportation Mobility / Safety Report

January 2007

- **Traffic Signals:**
 - New Signal Construction/Design:*
 - ✓ Construct traffic signal at Mapleshade Lane @ Ohio Drive (Start 2/2007)
 - ✓ Construct traffic signal at Corporate Drive @ Tennyson Parkway (90% completed)
 - ✓ Design traffic signal at Parkwood @ Spring Creek (25% completed)
 - ✓ Annual Traffic Signal Vehicle Detector Survey (30% completed)
 - ✓ Implemented "Protected Left-Turn" operation at Headquarters Drive @ Dallas North Tollway service roads
 - Develop As-Built traffic signal plans (15% completed)
- **Traffic Safety:**
 - ✓ Issued work-order to install pavement markings for eastbound 15th Street @ northbound US-75 frontage road. Installation will help guide drivers safely through the intersection.
 - ✓ Lexington Park Project - Issued work-order to install additional pavement markings between the through traffic lanes and the parking area
 - ✓ Installed new pavement markings on Cloverhaven Way @ Bright Star Way
 - ✓ Conduct Employee Car/Van Pool Survey (100% completed)
 - ✓ Jupiter Road @ Chaparral Road - Installed pavement markings to guide southbound traffic
 - ✓ Working with TxDOT to establish speed limit ordinance for Preston Road
 - ✓ Working with TxDOT to establish speed limit ordinance for US-75 Frontage Roads
 - ✓ Develop "Top 20 Collision Locations" listing (20% completed)
 - 2007 HAL/HARS Program (45% completed)
 - 2006 Traffic Safety Report (70% completed)
- **Safe Streets Program (SSP)**
 - ✓ Russell Creek Drive east of Independence Parkway - TAC approves appeal to participate in the SSP. Heavy enforcement begins February 2007.
 - ✓ Robinson Road - Temporary Traffic Management Plan being mailed to residents 2/2007.
 - ✓ Annual Contract for Traffic Calming Devices – Contract approved by City Council 1/2007. Six projects pending order: Hawkhurst Drive, Russell Creek (west of Independence), Seabrook Drive, Parkhaven Drive, Peachtree Lane, and Silverstone Drive.
 - ✓ Installation Contract for Safe Streets Traffic Control Devices – Contract goes to bid 2/2007.

Participating Neighborhoods

- Hawkhurst Drive (Permanent Plan devices being ordered)
- Russell Creek Drive West of Independence (Permanent Plan devices ordered 1/2007)
- Seabrook (Permanent Plan devices ordered 1/2007)
- Cumberland Trail (Permanent Plan devices being ordered)
- Crossbend from Tumbil Lane to Coit (Permanent Plan devices being ordered)
- Sailmaker Lane (Permanent Substitution Plan approved by residents)
- Travis Drive (Permanent Plan devices being ordered \)
- Ranier Road south of Spring Creek Parkway (Permanent Plan approved by residents)
- Lexington Drive (Permanent Plan approved by residents)
- Country Place Drive north of Park Boulevard (Temporary Devices removed)

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- Mission Ridge North of Spring Creek (**Temporary Devices Removed**)
- Peachtree Lane (**Permanent Plan devices ordered 1/2007**)
- Silverstone Drive (**Permanent Plan devices ordered 1/2007**)
- Parkhaven Drive (**Permanent Plan devices ordered 1/2007**)
- Mission Ridge from Parker to Matterhorn (Temporary Plan approved by residents)
- Royal Oaks Drive (Temporary Plan approved by residents)
- Old Pond Drive (Temporary Plan approved by residents)
- Micarta Drive (Temporary Plan approved by residents)
- Robinson Road (**Temporary Plan to be mailed 2/2007**)
- Michael Drive (**Heavy enforcement continues until 2/2007**)
- Russell Creek Drive East of Independence (**Heavy enforcement begins 2/2007**)

- Long Range Planning:

- ✓ **Staff chairs National Committee on Uniform Traffic Control Devices meeting (Signal Technical Committee) in Arlington, VA January 17-19**
- **DART Funds: Reconciled fund balance with DART, Moving remaining funds to the Westside Intersection Improvements Project**
- 2006 Traffic Volume Map (**100% completed**)
- Revise Plano Thoroughfare Standards (99% completed)
- Analyzing employee commute patterns (**100% completed**)
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

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Preliminary Open Meeting Agenda Item IV

Street Light Audit Report

Israelson

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City of Plano Street Light Audit

Republic ITS' Findings
February 12, 2007

BACKGROUND

- Several years ago TXU reported they had been under billing the City by nearly 400 streetlights.
- City Staff questioned the existence of the additional 400 lights.
- City Staff requested, received and examined a TXU spreadsheet stating locations of each light.

BACKGROUND

- Last year, the City used GIS to map the TXU streetlight database and found some inaccuracies.
- Staff approached TXU repeatedly about partnering to develop an accurate database. TXU would not commit to the project.
- In June of 2006 the City authorized engagement of Republic Electric to perform a complete citywide streetlight audit and assessment of condition.

ADDITIONAL BACKGROUND

- According to TXU there are no standards for streetlight maintenance. Their only expectation is a safe system.
- TXU contracts all maintenance and repair of their system.
- On average the City pays \$220 per year for each streetlight regardless of condition of the light.

FINDINGS

- Consultant identified approximately 13,000 lights within the City of Plano
- Over 12,250 were identified as TXU
- Nearly 700 identified as CoServ
- Audit was completed at the end of November and final report submitted early February

FINDINGS CONTINUED

- Presentation will illustrate the following:
- Streetlights outside the City limits
- Streetlights with safety issues – Handhole Covers
- Streetlights with maintenance issues:
 - Damaged
 - Painting
 - Incorrect Attributes
 - No ID
 - Missing or Damaged Heads
 - Missing or Damaged Lens Cover
 - Light in Private Parking Lot
 - Leaning Pole
 - Day Burners
 - Outages

Streetlights outside the City Limits



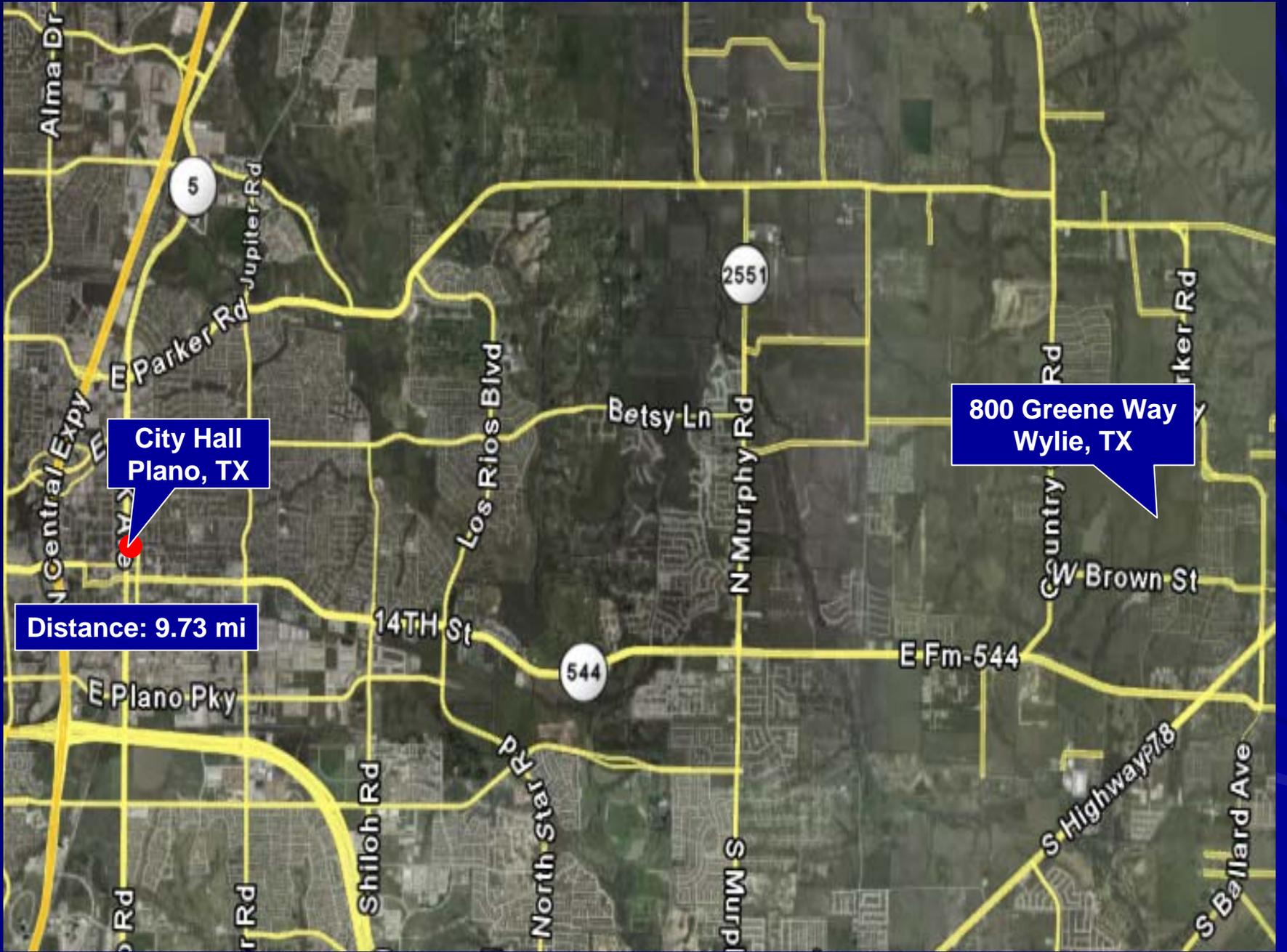
Frisco, TX

Parker, TX

Wylie, TX

Richardson, TX

City Hall
Plano, TX



**City Hall
Plano, TX**

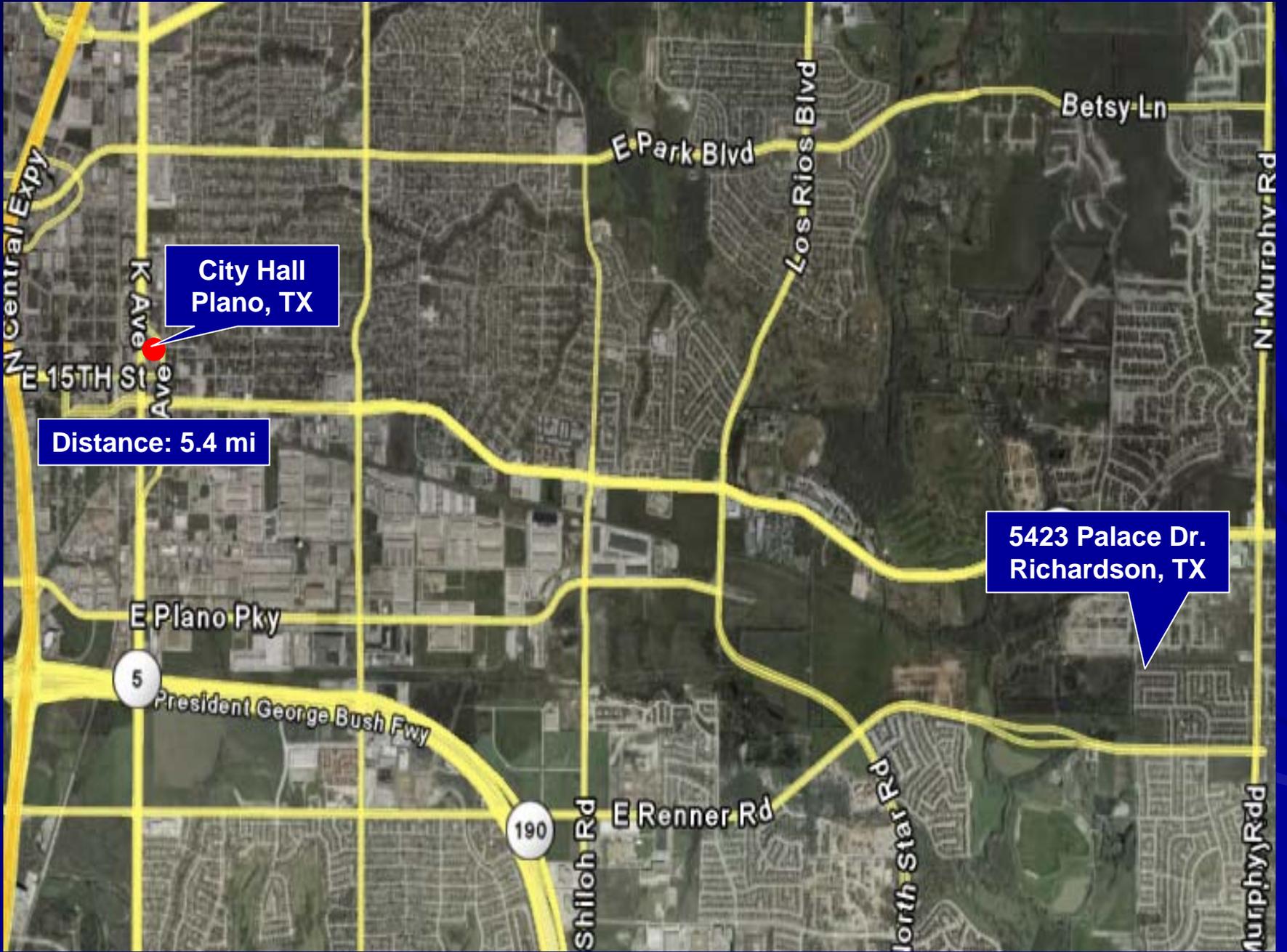
**800 Greene Way
Wylie, TX**

Distance: 9.73 mi

Wylie, TX

800 Greene Way





City Hall
Plano, TX

Distance: 5.4 mi

5423 Palace Dr.
Richardson, TX

Richardson, TX

5423 Palace Dr.

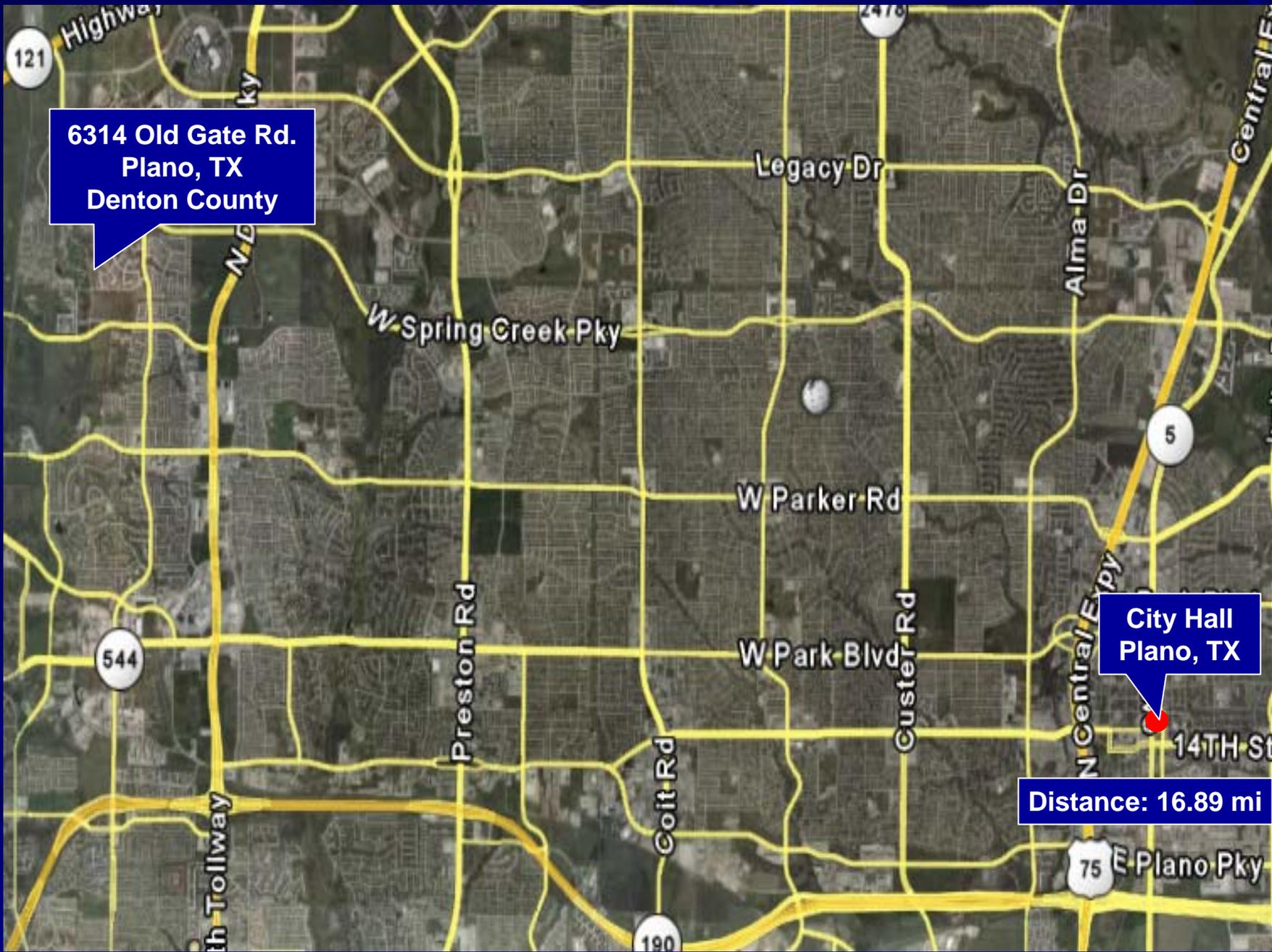
Wellington Dr



6314 Old Gate Rd.
Plano, TX
Denton County

City Hall
Plano, TX

Distance: 16.89 mi



**Plano, TX
Denton County**

6314 Old Gate Rd.



3600 Hillcrest Rd.
Frisco, TX



City Hall
Plano, TX

Distance: 16.89 mi

Frisco, TX

3600 Hillcrest Rd.



2000 Hedgcoxe Rd.
Plano, TX



City Hall
Plano, TX

Distance: 7.01 mi

Plano, TX

2000 Hedgcoxe Rd.

Custer Rd

Hedgcoxe Rd



4305 Savannah Cir.
Parker, TX



City Hall
Plano, TX

Distance: 6.3 mi

Parker, TX

4305 Savannah Cir.

Savannah Cir



Glen
Meadows
Drive &
Savannah
Circle
Parker,
Texas



Streetlights with Safety Issues – Handhole Covers

131 Issues Found

Avenue K &
16th Street



Capital
Avenue &
Avenue N



10th Street & Progress Street



Streetlights with Maintenance Issues

Damaged Poles

329 Issues Found

Plano Parkway & F Avenue



Streetlights with Maintenance Issues

Painting Needed
458 Issues Found

Plano Parkway & Avenue K



Park
Boulevard &
R Avenue



Park
Boulevard &
Primrose
Lane



Streetlights without
an ID – No Number

1,199 Issues Found

Streetlights with Incorrect Attributes

144 Issues Found

Plano Parkway & Stewart Drive

92
TXU Map
Showed
Double,
Verified as
Single



Plano Parkway & Jupiter Road

52

TXU Map
Showed
Single,
Verified as
Double



**Streetlights with
Maintenance Issues
Missing or Damaged
Fixture Heads**

92 Issues Found

**Majestic
Drive &
Royal
Oaks Drive**



Premier Drive
&
Enterprise
Drive



Streetlights with Maintenance Issues Missing or Damaged Lens Cover

227 Issues Found

10th Street & Progress Street

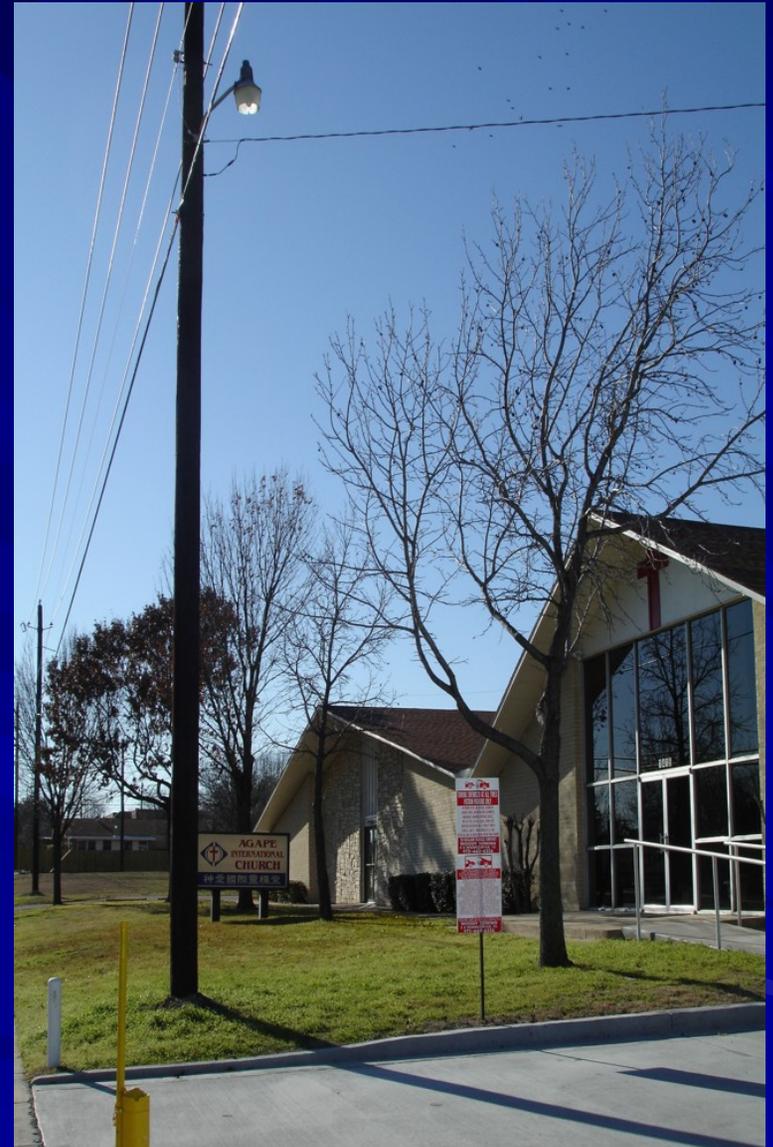


Streetlights with Maintenance Issues Pole In Private Parking Lot

24 Issues Found

Avenue N & Parker Road

Street Lights in
Church Parking
Lot



Parker Road & Alma Drive

Street Light in
Parking Lot by
Austin Grill



Parker Road & Alma Drive

Street Light in
Parking Lot



Streetlights with Maintenance Issues Pole Leaning

302 Issues Found

Country Place
Drive
&
Copper Creek
Drive



Premier Drive
&
Enterprise
Drive



Streetlights with Maintenance Issues Day Burning

198 Issues Found

Park
Boulevard
&
Enterprise
Drive

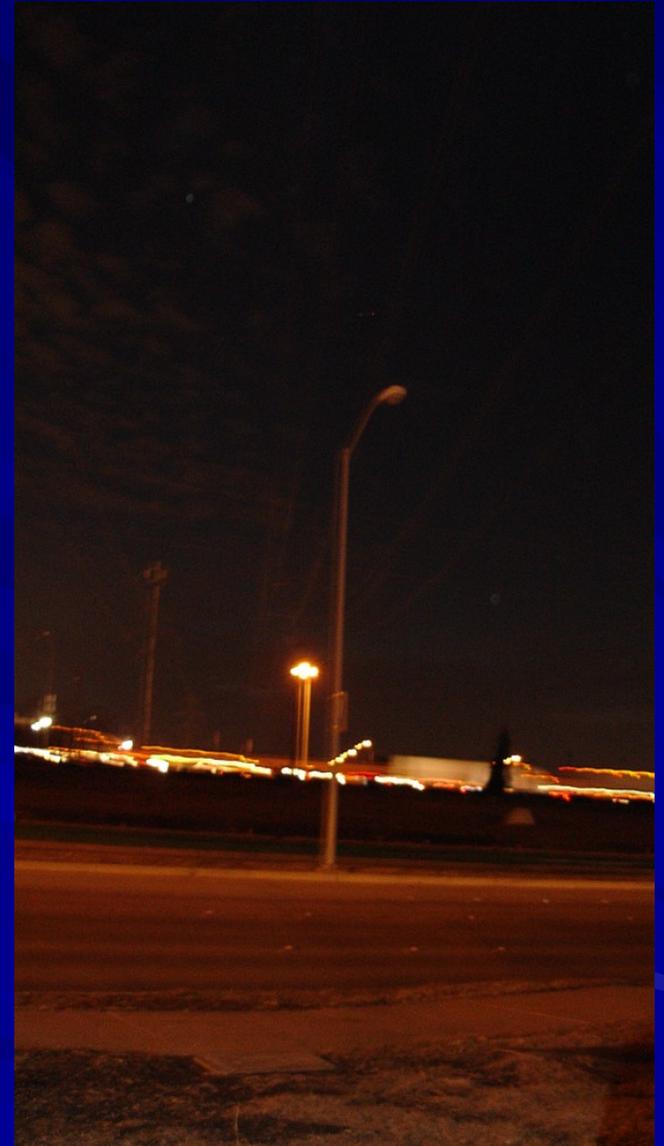


Streetlights with Maintenance Issues Outage

941 Issues Found

Avenue K
from
Spring
Creek to
Legacy
Drive

All Street
Lights Out



DUPLICATE BILLINGS

- Staff has reviewed in detail all the billings from TXU and found that more than 350 bills have the same GPS location, same address, yet different account numbers.
- Staff has requested that these bills be reviewed since it is not TXU's practice to have separate bills for each fixture.

NEXT STEPS

- Staff has stated they believe the burden of proof is now on TXU with regard to:
 - 350 possible duplicate billings
 - Bills for service outside the City of Plano
- The City has turned over a copy of the report to TXU and CoServ and has requested that standards for service be developed.

Preliminary Open Meeting Agenda Item V

Large Sewer Line Repair

Foster/Upchurch

Pom Va

Preliminary Open Meeting Agenda Item VI

Smokefree Ordinance

Collins

Dom
III a



City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
972-941-7143
972-941-7142 FAX

MEMORANDUM

Health Department

DATE: February 7, 2007

TO: Mayor Pat Evans and City Council

THRU: Tom Muehlenbeck, City Manager
Bruce Glasscock, Executive Director

FROM: Brian Collins, Director of Health 

SUBJECT: Smokefree Plano Ordinance

October 23, 2006 I went before Council requesting support for a more robust smokefree Plano ordinance. Further, I requested of City Council that in developing a new Plano ordinance, we model the ordinance adopted and implemented in El Paso four years ago as it is among the most rigorous in the state. Council provided a "thumbs-up" to proceed that evening.

In November, the Health Department solicited individuals for participation on an Ad-Hoc Smokefree Plano Ordinance Committee. A committee of fourteen (14) was composed of Plano citizens, physicians, a Chamber of Commerce representative, a member of the Plano Economic Development Board, the American Cancer Society, the American Heart Association and the American Lung Association; a Plano restaurateur, a representative from a large corporation, the Executive Director of the Greater Dallas Restaurant Association and myself. Ten (10) of fourteen (14) committee members live and/or work in Plano.

After one meeting in December, two meetings in January and countless phone calls and emails, a new Plano-specific ordinance which regulates smoking in public places and the workplace was composed.

Before I provide a general summary of the committee ordinance, it is important to underscore that the ordinance was conceived with public health as its guiding premise and the El Paso ordinance as its springboard document.

Attached to this memo as a draft is the Proposed Committee Smokefree Plano Ordinance. It would join ordinances or laws on the books in forty-five (45) other Texas cities and hundreds across the country. This ordinance, if adopted in reasonable facsimile, would secure Plano among top tier cities in protecting the public's health from secondhand smoke.

The ordinance itself contains customary preambles and definitions. It begins to distinguish itself in Section 14-67 "Prohibition of Smoking in Public Places" with a substantive, but not exhaustive or complete list of enclosed "public places" where smoking is not allowed. There is no exception for restaurants which have purchased, leased or rented ventilation equipment such as that described in Plano's current smoking ordinance. In addition, there is no accommodation that allows smoking in hotel/motel/extended stay rooms rented in Plano (this exception exists in the El Paso ordinance). These sections are intended to protect citizens and employees who would otherwise be exposed to secondhand smoke through commingling of air or its tobacco smoke residual. Further, this section requires a twenty-five (25) foot no smoking perimeter from any door, window or vent that opens to an indoor-enclosed area. Other state and municipal ordinances stipulate distances of ten (10), fifteen (15) and twenty (20) feet.

Section 14-68 prohibits smoking in places of employment. Like the El Paso ordinance, employers will be required to have a smokefree policy which shall be communicated to all employees (model policies will be provided by the Health Department). Company owned vehicles are considered a "place of employment" in this section.

Sections 14-69 allows any owner, operator, or manager in control of a facility to exceed the rigors of this ordinance and Section 14-70 states that all sections of this ordinance shall also apply to city-owned facilities.

Section 14-71 describes locations at which smoking is allowed – private residences except when used for child, adult or day care; retail tobacco stores in stand-alone facilities, and outdoor places of employment.

Subsequent sections discuss requirements for posting signs, City Health Department programs intended to help educate the public and businesses with regard to the ordinance and enforcement and compliance sections. Some modification of these sections is expected upon further legal review. Enforcement is intended however, to be directed at the person(s) smoking with a clause allowing permit or certificate of occupancy suspension or revocation for owners, operators or facility managers that facilitate or enable repeat violations at a single location.

This is a broad overview of the committee ordinance. There are "substantive" questions that have been presented by the Legal Department that should be discussed. A "revised" edition of the committee ordinance with comments from the Legal Department is also attached and the City Attorney will provide comments under different cover.

Finally, Senator Rodney Ellis of Houston has submitted Senate Bill 368 to the Legislature for consideration. SB 368 as proposed is a far-reaching statewide law that intends to "eliminate smoking in all work places and public places." This bill is comprehensive and tracks very well with language and many objectives outlined in the proposed committee ordinance. In addition,

SB 368 as it currently reads, contains preemptions for local ordinances that may require modification of any ordinance we implement. This information is provided as background for consideration and I would be happy to discuss further. We do not anticipate knowledge of definitive language or form for SB 368 until late March or early April.

Thank you for the opportunity to be a part of this process.

PROPOSED COMMITTEE ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ARTICLE IV, SMOKING, OF CHAPTER 14, OFFENSES – MISCELLANEOUS, SECTIONS 14-66 THROUGH SECTIONS 14-72 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO REVISE THE SMOKING REGULATIONS MAKING THE CITY OF PLANO A SMOKEFREE ENVIRONMENT; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE, A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the Director of Health of the City of Plano recommended revisions of the current smoking regulations to protect the health, safety and welfare of citizens by creating a smokefree environment for the City of Plano; and

WHEREAS, on November 14, 1994, the City Council of the City of Plano passed Ordinance Nos. 94-11-22 and 94-11-33, amending Article IV, to regulate smoking; and

WHEREAS, on August 28, 1995, the City Council of the City of Plano passed Ordinance No. 95-8-42, amending Section 14-66, Section 14-72 and Section 14-66.1; and

WHEREAS, it is a generally accepted principle that the use of cigarettes, second-hand smoke and other tobacco products constitute a hazard to a person's health; and

WHEREAS, the purpose of this chapter is to (1) improve and protect the public's health by eliminating smoking in public places and places of employment; (2) guarantee the right of nonsmokers to breathe smokefree air; and (3) recognize that the need to breathe smokefree air shall have priority over the choice to smoke; and

WHEREAS, upon recommendations of the City staff and upon full review and consideration of all matters attendant and related thereto, the City Council finds and determines that it is necessary to repeal Ordinance Nos. 94-11-22, 94-11-33 and 95-8-42, codified in Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances for the City of Plano, Texas.

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

Section I. Ordinance Nos. 94-11-22 and 94-11-33 passed on November 14, 1994, and Ordinance No. 95-8-42, passed on August 28, 1995, codified in Article IV, Chapter 14 of the Code of Ordinances, are hereby repealed in their entirety.

Section II. Article IV, of Chapter 14, of the Code of Ordinances of the City of Plano, Texas, is hereby replaced to read verbatim as follows:

“ARTICLE IV. SMOKING

Section 14-66 Definitions.

In this Article:

"Bar" means an area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages. A "bar" includes those facilities located within a hotel, motel or other similar transient occupancy establishment.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Director of Health" means the director of the department designated by the city manager to enforce and administer this article or the designated director's representative.

"Employee" means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit.

"Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity, which employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling.

"Food establishment" means food product or food service establishments.

"Place of employment" means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

"Possession" means actual care, custody, control or management.

"Private place" means any enclosed area to which the public is not invited or in which the public is not permitted, including but not limited to, personal residences; private social

clubs or personal automobiles. A privately-owned business, open to the public, is not a "private place."

"Public place" means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks; educational facilities; health facilities; laundromats; public transportation facilities; reception areas; production and marketing establishments; retail service establishments; retail stores; theaters and waiting rooms. A private residence is not a "public place."

"Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

"Service line" means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

"Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form.

"Sports arena" means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

Section 14-67 Prohibition of smoking in public places

A. Smoking shall be prohibited in all enclosed public places within the city, including, but not limited to, the following places:

1. Elevators;
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
3. Buses, bus terminals, taxicabs, train stations, airports and other facilities and means of public transit, as well as ticket, boarding, and waiting areas of public transit depots;
4. Service lines;
5. Retail stores;
6. All areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including but not limited to, attorneys' offices and other offices, banks, laundromats, hotels, motels and country clubs;
7. Food establishments, nightclubs and bars;

8. Galleries, libraries, museums, zoo facilities and their grounds;
9. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance;
10. Sports arenas and convention halls, including bowling and billiard facilities;
11. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city;
12. Waiting rooms, hallways, wards, private and semiprivate rooms of physical and mental health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices;
13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;
14. Polling places;
15. Bingo games/parlors.
16. Within 25 feet of any door, operable window/vent or other opening to an indoor enclosed area.

Section 14-68 Prohibition of smoking in places of employment.

- A. It shall be the responsibility of employers to provide a smokefree workplace for all employees.
- B. Each employer having any enclosed place of employment located within the city shall adopt, implement, make known and maintain a written smoking policy, which shall contain the following requirements:

Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, hotel and motel rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

- C. The smoking policy shall be communicated to all employees within four weeks of its adoption.

- D. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee. A model "policy for a smokefree workplace" will be available through the City of Plano Health Department.

Section 14-69 Additional declaration of nonsmoking establishment.

Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment described in this section may exceed the minimum required by this ordinance.

Section 14-70 Application of article to city-owned facilities.

All enclosed facilities and vehicles owned by the city shall be nonsmoking at all times notwithstanding other provisions of this chapter.

Section 14-71 Private and public places.

- A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:

1. Private residences, except when used as a child care, adult day care or health care facility;
2. Retail tobacco stores in stand alone physical facilities;
3. Outdoor places of employment except within 25 feet of any door, operable window/vent or other opening to an enclosed area.

Section 14-72 Posting of signs.

- A. The owner, manager or other person having control of such building or premise where smoking is prohibited by this chapter shall have a conspicuously posted sign clearly stating that smoking is prohibited at each entrance and within the building or premise where smoking is prohibited.
- B. Such "No Smoking" signs shall have bold lettering of not less than one inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).

Section 14-73 City health department program.

The City of Plano Health Department shall promote the purposes and requirements of this chapter to the public affected by it, and to guide owners, operators and managers in their compliance with it. Such promotion may include publication of a brochure for affected businesses, a "model" smokefree workplace policy, and making individuals available to explain the provisions of this chapter.

Section 14-74 Enforcement.

- A. Primary enforcement of this chapter shall be implemented by the City of Plano Health Department, with assistance authorized through the Building Inspections Department, the Fire Marshal's Office, and law enforcement agencies.
- B. Notice of the provisions set forth in this chapter shall be given to all applicants for a certificate of occupancy in the city through the Building Inspections Department.
- C. Any person may register a complaint under this chapter to initiate enforcement with the City of Plano Health Department.
- D. The Health Department, Building Inspections Department, Fire Marshals Office or Police Department, may inspect for compliance while an establishment is undergoing otherwise routine or mandated inspections.
- E. Any owner, manager, operator or employee of any establishment regulated by this chapter shall be responsible for informing persons violating this chapter of the provisions through appropriate signage.
- F. Enforcement of this chapter will be directed primarily at the person(s) smoking. The owner, manager, operator or person-in-charge of any establishment regulated by this chapter may be cited for noncompliance if repeated violations occur at the same location.
- G. Notwithstanding any other provision of this chapter, a private citizen may bring legal action to enforce this chapter.

Section 14-75 Compliance

- (a) The building official of the city may, upon request, provide each applicant for a certificate of occupancy with a copy of this article. The ordinance in its entirety is otherwise available through the City Secretary's Office or on the City's website.
- (b) The owner, operator or manager of any facility, business or agency within the purview of this article shall comply with the provisions of this article.
- (c) The director of health or his designee may enforce sections 14-66 through 14-72 of this article by any of the following actions:
 - (1) Serving notice requiring the correction of any violation of that section; or
 - (2) Requesting the city attorney to maintain an action for injunction to enforce the provisions of section 14-68 of this article, to cause the correction of any such violation, and for assessment and recovery of a civil penalty of such violation, including attorney's fees; or

- (3) Issuance of a municipal court citation.
The remedies contained herein are cumulative of and in addition to any other remedies that are available at law or in equity.
- (d) In undertaking the enforcement of this article, the city is assuming an undertaking only to promote the general welfare of its citizens. It is not assuming any duty or obligation, nor is it imposing any duty or obligation on its officers and employees, nor is it liable in money damages or otherwise to any person who claims that (1) the city or one (1) of its officers or employees breached any such obligation, and (2) the breach proximately caused injury.

Section 14-76 Nonretaliation.

No person nor employee shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer exercises any right to a smokefree environment afforded by this chapter.

Section 14-77 Violations and penalties.

- A. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with all of its provisions.
- B. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.
- C. Any person who violates any provision of this chapter shall be guilty of an infraction, punishable by:
1. A fine not exceeding two hundred dollars for the first violation;
 2. A fine not exceeding five hundred dollars for a second violation within a one year period of the first violation;
 3. A fine not exceeding one thousand dollars for the third and each additional violation within a one year period of the first violation.

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense. Every day a violation continues shall constitute a separate offense.

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this ordinance shall not be construed as abandoning any action now pending under

or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

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

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

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REVISED LEGAL ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ARTICLE IV, SMOKING, OF CHAPTER 14, OFFENSES – MISCELLANEOUS, SECTIONS 14-66 THROUGH SECTIONS 14-71 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO REVISE THE SMOKING REGULATIONS MAKING THE CITY OF PLANO A SMOKE FREE ENVIRONMENT; PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE, A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the Director of Health of the City of Plano recommended revisions of the current smoking regulations to protect the health, safety and welfare of citizens by creating a smoke free environment for the City of Plano; and

WHEREAS, on November 14, 1994, the City Council of the City of Plano passed Ordinance Nos. 94-11-22 and 94-11-33, amending Article IV, to regulate smoking; and

WHEREAS, on August 28, 1995, the City Council of the City of Plano passed Ordinance No. 95-8-42, amending Section 14-66, Section 14-72 and Section 14-66.1; and

WHEREAS, it is a generally accepted principle that the use of cigarettes, second-hand smoke and other tobacco products constitute a hazard to a person's health; and

WHEREAS, the purpose of this chapter is to improve and protect the public's health by eliminating smoking in public places and places of employment; and

WHEREAS, upon recommendations of the City staff and upon full review and consideration of all matters attendant and related thereto, the City Council finds and determines that it is necessary to repeal Ordinance Nos. 94-11-22, 94-11-33 and 95-8-42, codified in Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances for the City of Plano, Texas.

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

Section I. Ordinance Nos. 94-11-22 and 94-11-33 passed on November 14, 1994, and Ordinance No. 95-8-42, passed on August 28, 1995, codified in Article IV, Chapter 14 of the Code of Ordinances, are hereby repealed in their entirety.

Section II. Article IV, of Chapter 14, of the Code of Ordinances of the City of Plano, Texas, is hereby replaced to read verbatim as follows:

“ARTICLE IV. SMOKING

The purpose of this ordinance is to promote the public health and welfare to prohibit smoking in certain locations and enact regulations to address the negative impact to the public from secondary tobacco smoke.

The passage and enforcement of this ordinance does not impose upon the city any duty or obligations of its officers and employees to take specific enforcement measures nor does it result in any damages or claims as a result of the regulations enacted or the method or manner of enforcement of those regulations.

Section 14-66 Definitions.

In this Article:

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Director of Health" means the director of the department designated by the city manager to enforce and administer this article or the designated director's representative.

"Employee" means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit.

"Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity, which employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling.

"Food establishment" means food product or food service establishments.

"Place of employment" means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

"Possession" means actual care, custody, control or management.

"Private place" means any enclosed area to which the public is not invited or in which the public is not permitted, including but not limited to, personal residences; private social clubs or personal automobiles. A privately-owned business, open to the public, is not a "private place."

"Public place" means any enclosed area to which the public has ready access or in which the public is regularly permitted, including but not limited to, banks; educational facilities; health facilities; laundromats; reception areas; production and marketing establishments; retail service establishments; retail stores; theaters and waiting rooms. A private residence is not a "public place."

"Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

"Service line" means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

"Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form.

"Sports arena" means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

Section 14-67 Places Where Smoking Is Prohibited

A. Subject to the exceptions found in section 14-68, smoking shall be prohibited in all enclosed public places, food establishments, businesses and places of employment within the city, including, but not limited to, the following places:

1. Elevators;
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
3. Service lines;
4. Retail stores;
5. All areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public.
6. Galleries, libraries, museums, zoo facilities and their grounds;
7. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance;

8. Sports arenas and convention halls, including bowling and billiard facilities;
9. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city;
10. Waiting rooms, hallways, wards, private and semiprivate rooms of physical and mental health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices;
11. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;
12. Polling places;
13. Bingo games/parlors.
14. Places of employment.
15. Within 25' of any door/window/vent or other opening to an indoor enclosed area.

Section 14-68 Places Where Smoking Is Not Prohibited

- A. Private residences, except when used as a licensed child care, adult day care or health care facility;
- B. Hotel or motel rooms rented to guests, if permitted by the hotel or motel;
- C. Retail tobacco stores that: have an enclosed, separately ventilated smoking room that exhaust directly to the outside environment; or, are in a stand alone physical facility.
- D. Outdoor places of employment.
- E. In the designated smoking areas of any food establishment or business serving the general public which has, prior to the effective date of this Ordinance, provided a designated smoking area equipped with a functional air purification system or functional separate ventilation system and the system was installed not more than five (5) years prior to the effective date of this ordinance. This exception allowing such a smoking area shall no longer apply to a business or food establishment upon the fifth anniversary of the date the system was installed on the premises. During the time this exception does apply, such systems shall: (1) have a negative pressure on

the area designated for smoking to prevent air from a smoking area to be drawn across or into the non-smoking area; and (2) provide total air exchange every fifteen (15) minutes and shall exhaust that air to the exterior of the building. Designated smoking areas shall not include restrooms, service lines, public telephone areas and other areas commonly used by patrons.

If the City does not have any record of when the air purification system or separate ventilation system was installed, the business or food establishment owner shall bear the burden of proof of producing documents establishing their eligibility for the deferral period. Failure to produce valid documentation shall result in a waiver of the deferral period.

Section 14-69 Posting of signs.

- A. The owner, manager or other person having control of such building or premises where smoking is prohibited by this chapter shall have a conspicuously posted sign clearly stating "No Smoking" at each entrance to the building or premises.
- B. The owner, manager or other person having control of such building or premise where there is a designated smoking area or where smoking is not prohibited (excluding private residences) shall have a conspicuously posted sign at each entrance to the building or premises stating either "Smoking Permitted Only In Designated Smoking Area" or "Non-Smoking Area Not Provided" respectively.
- C. Such signs shall have bold lettering of not less than four (4) inches in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it) in those buildings where smoking is prohibited.
- D. Any owner, manager, operator or employee of any establishment regulated by this chapter shall be responsible for posting the appropriate signage.

Section 14-70 Enforcement.

- A. Enforcement of this chapter shall be implemented by the City of Plano Health Department or other official as designated by the City Manager by issuance of a municipal court citation.
- B. Any person may register a complaint under this chapter to initiate enforcement with the City of Plano Health Department.

Section 14-71 Violations and penalties.

- A. It shall be unlawful for any person with criminal negligence who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to post the appropriate signage.
- B. It shall be unlawful for any person with criminal negligence to smoke in any area where smoking is prohibited by the provisions of this chapter.
- C. Any violation of the provisions of this ordinance shall be punishable by a fine not to exceed two thousand (\$2000.00) dollars. Every day a violation continues shall constitute a separate offense.

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense. Every day a violation continues shall constitute a separate offense.

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

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

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

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

ORDINANCE NO. _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Discussion/Action Items for Future Council Agendas

2007

February 12

Public Hearing: Zoning Case 2006-35 - Request to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive from Planned Development-426-Retail/General Office to Planned Development-Light Industrial-1. Zoned Planned Development-426/Retail/General Office with Specific Use Permit #384 for New and Used Car Dealer. **Applicant: H.H.P.L. Limited**

February 26

Keep Plano Beautiful Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

March 5 – 9, PISD Spring Break

March 10 – 14, NLC Congressional Cities

March 20

Transportation Advisory Committee

March 26

Cultural Affairs Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

3-year Financial Forecast

April 9

Public Arts Committee

April 13 – Annual Police Awards Banquet, Reflections on Spring Creek, 7 p.m.

April 23

Community Relations Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 14
Heritage Commission

May 24 – District 3 Neighborhood Roundtable, PSA StarCenter, 7 p.m.

May 28 – Memorial Day

May 29
Planning and Zoning Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 11
Transition & Revitalization Commission

June 21 – 24, TCMA Conference, San Antonio

June 25
Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

July 4 – Independence Day

July 23
Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

July 25
(Budget Session)

August 13
Retirement Security Plan Committee

August 23 – District 4 Neighborhood Roundtable, PSA StarCenter, 7 p.m.

August 27
Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

September 3 – Labor Day

September 10
Self Sufficiency Committee

September 24
Plano Housing Authority
Mobility Report
DART Report
Comprehensive Monthly Financial Report

October 7 – 10, ICMA Conference, Pittsburgh

October 8
TIF #1 & #2 Boards

October 18 – District 2 Neighborhood Roundtable, Sockwell Center, 7 p.m.

October 22
Youth Advisory Committee
Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 7 – 9, TML Conference, Dallas

November 12
Technology Commission

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 10

December 18
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays



**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:		2/12/07	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		
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 Family of Ben Thomas					
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: 2/12/07			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>	1/12/07
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: Library Lovers' Month					
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		

Animal Shelter Advisory Committee Report

The primary issue the committee has addressed for the past six months has been on a Trap-Neuter-Release program for feral cats. Feral Friends Animal Rescue and Assistance, a local non-profit organization, has made presentations to the committee regarding how their feral program, known as the **Race to Reduce Litters** can help assist the City of Plano manage the various feral cat colonies which are located in Plano. Feral Friends has submitted a business plan to Brian Collins which explains their role in managing the colonies as well as possible outcomes of the program. The committee has discussed the positive and negative's of the program and will make their recommendation at a future date.

The committee made their recommendations regarding the proposed additions and deletions of regulations to Chapter 4 Animal Regulations. The legal department is reviewing their recommendations.

In the near future, the committee will be reviewing a plan which will need to be established for animal issues as related to evacuations per the Governor's Division of Emergency Management.

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 22, 2007**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:06 p.m., Monday, January 22, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:09 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and to discuss Litigation, Section 551.071, and discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:54 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

Personnel Appointments

Building Standards Commission

Upon a motion made by Council Member Stahel and a second by Council Member Dunlap, the Council voted to 8-0 appoint Ann Nurre as an alternate.

Planning and Zoning Commission

Upon a motion made by Mayor Pro Tem Johnson and a second by Council Member Ellerbe, the Council voted 8-0 to appoint Janet Stovall to an interim term expiring in October of 2007.

DART Report

DART Board Representative Pope spoke regarding fare increase proposals, stated that November sales tax is up over last year, spoke to increases in shared rider seats applicable to population, adjustments to enabling legislation with regard to the 2005 performance report, and to the commercial paper program currently being used as an interim financing method and the need to now re-issue. He spoke to asking the legislature to revise this ruling. Mr. Pope stated that on the financial side, the budget is 2.1% better than projected and that operating expenses are 1.3% under.

Mobility Report

This report was held over for a future meeting.

Drought Update

Director of Public Works Foster spoke to a projected forecast for a wet spring, two North Texas Municipal Water District (NTMWD) projects underway, and stated that the elevation of Lake Lavon was the same on January 19, 2007 as it was on the same date in 2006. He reviewed the elevation levels of area lakes, spoke to still being at the drought stage, responded to the Council regarding releasing water out of Lake Lavon and stated that this has not been done in a long time. Mr. Foster stated that when this is done it is for flood control and to provide a water supply source.

Council Member Stahel spoke to being advised by NTMWD Board representative Alex Schell that water is now being pumped from Cooper Lake, the Tawakini Pipeline project is moving ahead, and that the East Fork Raw Water supply project should be finished in about one year. Mr. Foster spoke to things improving overall, Lake Lavon levels going up about 1.3 feet, and to the recommendation to stay with the stage 3 designation for now until additional resources are in place with stage 2 being considered only if elevation levels rise to an acceptable level. He stated that water rights and limits still remain an issue and further reviewed the last six months of usage. Mr. Stahel stated that Mr. Schell also advised regarding planning and negotiations for a new lake source and spoke to a permit being filed in December. He spoke to requesting assistance from legislators to speed up the environmental permit process which often takes years. The Council spoke to the period of time it takes to obtain permits and to fast-tracking this process.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of December, 2006. He stated that the General Fund is on track, water and sewer funds are down, other funds are tracking well, sales tax is on a consistent trend, and further reviewed sales tax comparisons in neighboring cities. Mr. McGrane stated that single family housing starts are down, housing values are the same, and hotel/motel occupancy tax is up slightly. He spoke to the portfolio yield and responded to Council Member Dunlap regarding the cost of collections outweighing what is received. Mr. Dunlap requested that more information be provided.

Results of the Service Prioritization Survey

Environmental Waste Services Operations Manager and MP3 Class graduate Robert Smouse addressed the Council regarding the prioritization survey and maintaining service excellence. National Service Research and Marketing/Research Group owner Andrea Thomas reviewed the methodology and purpose of the study survey. She spoke to working with the MP3 group and putting together a list of services within the departments to then be ranked by citizens in terms of importance and value considering the cost to provide the applicable service. Ms. Thomas spoke to households called, emails sent, the complexity of the survey, and to 474 surveys being finally received. She spoke to most categories receiving high importance and high values, the demographics of those surveyed, and fire, ambulance, police, public works, trash disposal, repair and maintenance of sewer system, along with health and safety as services ranked high. Ms. Thomas spoke to the same top rankings among employees surveyed who lived in the City.

Ms. Thomas spoke to the importance of departments continuing to look at operating procedures and to operating at optimum levels to continue better serving the core customers. She spoke to enhancing services, staffing possibly provided by outsourcing, and preserving City services should there be limited revenues. Ms. Thomas spoke to future services to review such as more recycling, improvements on public transportation, wireless internet access provided throughout the City, more bike trails, and enforcement of City codes. She stated that gaps exist between the importance ranking and value ranking which indicates the need to really evaluate the efficiency level of the service. Ms. Thomas stated that departments need to keep core customers in mind and also what is in the best interest of the community. The Council spoke to the usefulness of the survey and to applying this information to the Neighborhood Roundtable meetings. Mr. Smouse spoke to discussing the use of a focus group or roundtable discussion in the future where questions can be asked back and forth and where a better understanding can be had.

Council Items for Discussion/Action on Future Agendas

Mayor Pro Tem Johnson recommended that there be an agenda item at the next Council Meeting to consider and take action on the proposal to grant final decision and approval rights to the City Council on any name or name change proposed for an existing or new facility in the City. The Council concurred to bring this forward.

Mayor Evans spoke to previous discussions regarding the smoking ordinance and requested that there be an action agenda item on this topic at the next Council Meeting.

Consent Agenda

Mayor Evans, Council Member Stahel, and citizen Richard Simmons requested that Consent Agenda Item "R," resolution to grant a permit to drill a water well to supply irrigation needs, be removed for individual consideration.

Council Reports

No reports were presented.

Nothing further was discussed. Mayor Evans recessed the meeting at 6:51 p.m. p.m.

Pat Evans, Mayor

ATTEST

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
January 22, 2007

COUNCIL MEMBERS

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
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Jean Callison
Loretta L. Ellerbe
Harry LaRosiliere
Lee Dunlap

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

Mayor Evans convened the Council into the Regular Session Monday, January 22, 2007, at 7:09 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council members were present.

The invocation was led by Pastor Gene Wilkes of Legacy Church.

The Pledge of Allegiance was led by Girl Scout Troop 388.

Mayor Evans presented a resolution to designate the Community Services Grant Program as the "Robert W. Buffington Community Services Grants." She further presented a proclamation honoring the life of Ben Thomas, Community Leader. Mayor Evans presented a proclamation for American Heart Association Wear Red for Women Day – February 2, 2007 and the CALEA Re-accreditation Certificate. She further conferred special recognition on the 2006 MP3 Graduates.

The oath of office for Kevin Yarrow was postponed until the next Council meeting and Mayor Evans presented a Certificate of Appreciation to John Jeffrey Weeks for his service on the Building Standards Commission.

Mayor Evans advised that Regular Agenda Items "6," Zoning Case 2006-29 and "7," Zoning Case 2006-35, would be moved up on the agenda.

COMMENTS OF PUBLIC INTEREST

Sonja Hammar, citizen of the City, stated concern regarding the caption on a September Public Art Committee agenda related to a presentation regarding the proposed fountain at the Shops at Legacy. She stated concern regarding the tightening of restrictions on citizen participation and not being able to speak on the City logo at this meeting. In response, Mayor Evans advised that consideration of the City's logo would be delayed until June. Ms. Hammar further advised City Attorney Wetherbee that she protested to the language on the Public Art Committee agenda on the basis that it did not inform the public regarding the project being addressed. Ms. Wetherbee advised that Staff would review practices.

BOARD AND COMMISSION REPORT

Senior Citizens Advisory Board Chair Ketcham introduced members of the board, thanked Council and Staff for their support and spoke to meeting the needs of Plano senior citizens. She spoke to addressing areas of concern by: identifying the needs and services available such as affordable housing, accesses to medical care and dependable transportation; establishing a plan to communicate services; and researching and recommending transportation solutions including DART, CCART or the pursuit of other options. Ms. Ketcham spoke to development of a list of businesses offering senior discounts and the possibility of providing a survey and gathering information before making a presentation to Council. Council Member Stahel recommended the board provide input regarding transportation issues prior to the Council's June retreat.

Mayor Evans advised that the Council would consider Regular Agenda Item "6" at this time.

Public Hearing and an ordinance as requested in Zoning Case 2006-29 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 75.5± acres located at the northwest corner of Spring Creek Parkway and Tennyson Parkway in the City of Plano, Denton and Collin Counties, Texas, from Commercial Employment to Single-Family Residence Attached, Patio Home, and Single-Family Residence-9; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Welwood-Hawkins Homes Tabled 12-11-06 [Regular Agenda "6"]

Director of Planning Jarrell advised the Council that the applicant has requested the item remain tabled until the February 26, 2007 Council meeting.

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to leave the item amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 75.5± acres located at the northwest corner of Spring Creek Parkway and Tennyson Parkway in the City of Plano, Denton and Collin Counties, Texas, from Commercial Employment to Single-Family Residence Attached, Patio Home, and Single-Family Residence-9 as requested in Zoning Case 2006-29 tabled until the February 26, 2007 meeting.

Public Hearing and an ordinance as requested in Zoning Case 2006-35 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive in the City of Plano, Collin County, Texas, from Planned Development-426-Retail/General Office to Planned Development-131-Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: H.H.P.L. Limited [Regular Agenda “7”]

Director of Planning Jarrell advised the Council regarding a duplicate Public Hearing notice for this case and spoke to remanding it back to the Planning and Zoning Commission for their February 5 meeting and then back to the Council on February 12.

Upon a motion made by Council Member Ellerbe and seconded by Council Member Callison, the Council voted 8-0 to remand the request to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive in the City of Plano, Collin County, Texas, from Planned Development-426-Retail/General Office to Planned Development-131-Light Industrial-1 as requested in Zoning Case 2006-35 to the Planning and Zoning Commission for additional notice.

CONSENT AGENDA

Upon the request of Mayor Evans, Council Member Stahel and citizens Sonja Hammar and Richard Simmons Consent Agenda Item “R” was removed for individual consideration.

Approval of Minutes [Consent Agenda “A”]

January 8, 2007
January 12, 2007

Approval of Expenditures

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

Bid No. 2006-241-B for the purchase of a Police Training Simulator to Advanced Interactive Systems in the amount of \$68,422. [Consent Agenda “B”] (See Exhibit “A”)

Bid No. 2007-42-C for Plastic Meter Box Lids to DFW Plastics Inc and Techline Inc in the total estimated annual amount of \$33,015. This will establish an annual fixed price contract with three optional one-year renewals. [Consent Agenda “C”] (See Exhibit “B”)

Bid No. 2006-229-B for RSP Trustee Bank Services to Comercia Bank in the estimated annual amount of \$31,000. This will establish an annual fixed price contract with three City optional one-year renewals. [Consent Agenda “D”] (See Exhibit “C”)

Bid No. 2007-7-C for Pool Chemicals to Petra Chemical Company (formerly DCC, Inc.) in the estimated annual amount of \$64,655. This will establish an annual fixed price contract with three City optional one-year renewals. [Consent Agenda “E”] (See Exhibit “D”)

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

To approve the purchase and installation of security systems for Fire Station Nos. 1 through 10, in the amount of \$273,411, from Temsco Solutions, through an existing contract/agreement with TxMAS, and authorizing the City Manager to execute all necessary documents. (TxMAS Contract No. 5-840170). [Consent Agenda “F”]

To approve the purchase and installation of new carpet, in the amount of \$29,691, from Gomez Floor Covering, Inc., through an existing contract/agreement with BuyBoard, and authorizing the City Manager to execute all necessary documents. (BuyBoard Cooperative Purchasing Contract No. 241-06; Vendor Contract No. 465). [Consent Agenda “G”]

To approve the purchase of three (3) Chevrolet One Ton Extended Cargo Vans in the amount of \$85,467 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program, and authorizing the City Manager to execute all necessary documents. (#VE03-06) [Consent Agenda “H”]

To approve the purchase of ten (10) Toro 72” Zero Turn Mowers and one (1) Toro 60” Zero Turn Mower in the amount of \$139,051 from Professional Turf Products through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#225-05) [Consent Agenda “I”]

To approve the purchase of three (3) Horton Medium Duty Ambulances in the amount of \$593,026 from Professional Ambulance through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#246-06) [Consent Agenda “J”]

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

To approve and authorize an additional services Contract Modification No. 2 with Carter & Burgess, Inc. to provide Landscape Architectural Services in conjunction with improvements to the BlueBonnet Trail Extension in an amount not to exceed \$37,550, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract modifications. [Consent Agenda “K”]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Kimsport Corp. for oversize participation for paving improvements associated with the construction of Mapleshade Lane, east of Coit Road in the amount of \$37,591. [Consent Agenda “L”]

Adoption of Resolutions

Resolution No. 2007-1-14(R): To approve a five year agreement with First Southwest Asset Management, Inc. to provide arbitrage rebate services for the City; authorizing payment for said rebate calculation services on a year-to-year basis throughout the term of the agreement; authorizing the City Manager to execute any and all documents in connection with these approvals; and providing an effective date. [Consent Agenda “M”]

Resolution No. 2007-1-15(R): To approve receipt of grant funds in the amount of \$5,000 from the Northeast Texas Library Systems (NETLS) for the purchase of materials to enhance the Consumer Health Collection for Plano Public Library System; and authorizing the City Manager to execute all necessary documents for receipt of the funding. [Consent Agenda “N”]

Resolution No. 2007-1-16(R): To approve the purchase of SmartNet 800 MHz portable radios from Motorola Communications and Electronics Incorporated, a sole-source provider; authorizing the City Manager to take such action as necessary to effectuate the purchase; and providing an effective date. [Consent Agenda “O”]

Resolution No. 2007-1-17(R): To approve the designation of the Community Services Grant Program as the “Robert W. Buffington Community Services Grants,” and providing an effective date. [Consent Agenda “P”]

Adoption of Ordinances

Ordinance No. 2007-1-18: To transfer the sum of \$33,578 from the General Fund Unappropriated Fund Balance and \$33,855 from the Sustainability & Environmental Services Fund Unappropriated Fund Balance to the Sustainability & Environmental Services Operating Appropriation for Fiscal Year 2006-07 for the purpose of providing additional funding for the Sustainability Program in order to standardize and improve recycling receptacles, improve environmental awareness among City employees, provide training for each custodial services employee and to re-classify one part-time position to a full-time position to provide grant administration; amending the budget of the City and Ordinance 2006-9-9, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. [Consent Agenda “Q”]

Ordinance No. 2007-1-19: To amend Article III, Property Maintenance Code, Division 3, Registration and Inspection of Multifamily Dwelling Complexes, of Chapter 6, Buildings and Buildings Regulations, of the Code of Ordinances of the City of Plano by repealing Sections 6-61, 6-63, and 6-70 through 6-74, to revise the procedures for registration and inspection of multifamily dwelling complexes; providing a penalty clause; a savings clause, a severability clause; a repealing clause; a publication clause; and an effective date. [Consent Agenda “S”]

END OF CONSENT

Ordinance No. 2007-1-20: To grant a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at 2205 Plantation Lane, Plano, Texas, located west of Willow Bend Drive and north of West Park Boulevard; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. [Consent Agenda "R"]

City Engineer Upchurch advised the Council that this is the first residential request and spoke to inspection which will determine that the well is constructed property with no cross connection to the City water system. He advised that there can be no selling of the water and that it must be used onsite but that there is no limit to the amount that can be taken.

Council Member Stahel stated concern regarding allowing individual homeowners to drill wells when other citizens are under Stage 3 restrictions. Mr. Upchurch responded that while there have been inquiries, this is the first such request to come forward and spoke regarding the cost and the possible reduction in burden on the City. Mr. Stahel spoke to the mineral content of well water and its appropriateness for plants/people. City Attorney Wetherbee spoke to careful consideration of the request and Council Member Stahel spoke to tabling the request to find out more about issues.

Mr. Upchurch spoke regarding the type of connection proposed to ensure there is no cross connection to the public water system. He stated that he was not aware whether or not other cities or city legislative bodies make similar decisions and Council Member Ellerbe spoke to receiving more information. Mr. Upchurch responded to Council Member Dunlap stating that Staff does not know the depth of the water or its analysis and spoke regarding a shallow depth having minerals that may or may not be harmful to plants and advised that Staff could review this issue. Mr. Upchurch advised that the use of a separate storage tank to mix well water with City water would not be permitted on the property and City Attorney Wetherbee advised that if there were runoff that it would be a private dispute between property owners.

Deputy Mayor Pro Tem Magnuson spoke to the applicant's due diligence and in opposition to tabling the request. Council Member Stahel stated concern regarding approving a private well drilling permit while the City is in drought conditions and to determining the impact to others when any source of water is tapped. Deputy Mayor Pro Tem Magnuson spoke to landscaping water coming back into the system and Mr. Upchurch responded regarding requirements for those with capped wells who may wish to reopen them. Council Member Stahel spoke to tabling the request to determine possible harmful results and to receiving information regarding the size of the aquifer.

Council Member LaRosiliere spoke to considering the public water system and Mr. Upchurch advised that there would be no public safety issue related to this well. Council Member Ellerbe spoke to runoff going into the City's water system. Mr. Upchurch advised that the ordinance provides for sampling of the water to ensure it is not harmful to the environment.

Ordinance No. 2007-1-20 (cont'd)

City Attorney Wetherbee spoke to determining the appropriate level of discretion in this case and to a possible review of the process if the Council is concerned that it is not meeting current standards.

Richard Simmons, citizen of the City, spoke regarding the interconnection between water sources, public criticism of this request, possible ramifications if others decide to follow suit and recommended the Council deny or table the request and direct the Planning and Zoning Commission to draft an ordinance preserving subsurface/surface water. Sonja Hammar, citizen of the City, spoke to protecting health, safety and welfare; updating current ordinances, and receiving input from the Homeowners' Council.

Council Member Ellerbe stated concern regarding "rights of capture" and to reviewing the ordinance. Deputy Mayor Pro Tem Magnuson spoke to the applicant meeting current requirements and to a future review of the process and Mayor Evans spoke to the use of wells possibly helping with the drought situation. Council Member LaRosiliere stated agreement in reviewing the permitting ordinance. Mr. Upchurch advised that currently Staff has the right to check the water and to require remedies should there be problems.

Council Member Stahel spoke to reviewing issues before moving ahead on this request. Council Member Dunlap stated spoke in support of the request and Mayor Pro Tem Johnson spoke to moving forward with a reexamination of the process.

A motion was made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member LaRosiliere to grant a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at 2205 Plantation Lane, Plano, Texas, located west of Willow Bend Drive and north of West Park Boulevard; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date; and further to adopt Ordinance No. 2007-1-20. The Council voted 6-2 with Council Member Stahel and Council Member Ellerbe voting in opposition. The motion carried.

An ordinance to amend Sec. 2-1(a) Official Logo of Article I. In General. of Chapter 2. Administration of the Code of Ordinances of the City of Plano; and providing an effective date. [Regular Agenda "1"]

Upon a motion made by Mayor Evans and seconded by Council Member Callison, the Council voted 8-0 to table an ordinance to amend Sec. 2-1(a) Official Logo of Article I. In General. of Chapter 2. Administration of the Code of Ordinances of the City of Plano; and providing an effective date until the June 5, 2007 Council retreat.

A resolution to adopt a redesigned logo to be used as the official logo of the City of Plano; providing guidelines to phase in the new logo; authorizing filing for trademark protection of the new logo; providing a repealer clause; and providing an effective date. [Regular Agenda “2”]

Upon a motion made by Mayor Evans and seconded by Council Member Callison, the Council voted 8-0 to table a resolution to adopt a redesigned logo to be used as the official logo of the City of Plano; providing guidelines to phase in the new logo; authorizing filing for trademark protection of the new logo; providing a repealer clause; and providing an effective date until the June 5, 2007 Council retreat.

Public Hearing and adoption of Ordinance No. 2007-1-21 to designate a certain area within the City of Plano as Reinvestment Zone No. 106 for a tax abatement consisting of a 10.525 acre tract of land located at 1200 East Plano Parkway in the City of Plano; Texas, establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda “3”]

Director of Finance McGrane advised that this request will establish a reinvestment zone and that the next item would allow the City to enter into a tax abatement agreement with Regal Research and Manufacturing Company. He advised that they are relocating to a facility on Plano Parkway, relocating 70 employees from a Garland location and creating 110 new jobs. Mr. McGrane stated that they would be adding \$2.5 million in business personal property, that the abatement would be for five years at 50% of business personal property and that taxes would be \$5,919 annually.

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

Upon a motion made by Council Member Ellerbe and seconded by Mayor Pro Tem Johnson, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 106 for a tax abatement consisting of a 10.525 acre tract of land located at 1200 East Plano Parkway in the City of Plano; Texas, establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2007-1-21.

Resolution No. 2007-1-22(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Regal Research and Mfg. Co., LLP a Texas Limited Liability Partnership and providing for a business personal property tax abatement, and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda “4”]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Mayor Pro Tem Johnson, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Regal Research and Mfg. Co., LLP a Texas Limited Liability Partnership and providing for a business personal property tax abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-1-22(R).

Public Hearing and an ordinance as requested in Zoning Case 2006-27 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Heritage Resource Designation No. H-35 TO a 24.6± acre property, situated in the City of Plano, Collin County, Texas, in the Joseph Klepper Survey, Abstract No. 213, the John M. Slamons Survey, Abstract No. 814 and the Alex Berry Survey, Abstract No. 80, Blocks A through G of the W. O Haggard Addition and Blocks A through D of the Ollie Mathews Addition, presently zoned Single-family-7, and retaining this zoning classification; directing a change accordingly in the official zoning map of the City; and providing a repealer clause, a savings clause, a penalty clause, a severability clause and an effective date. Applicant: City of Plano. [Regular Agenda “5”]

Long Range Planning Manager Zimmerman spoke to the Haggard Addition being small and self-contained and presented examples of residences in the area. He spoke to the Heritage Resource designation being defined as a property or collection of properties formally determined by the City to represent historical value and the ability to portray the City’s evolution to its current form. Mr. Zimmerman spoke to creating the designation either individually or by district which includes a petition indicating resident support. He spoke to the impact on property owners including the potential to obtain tax exemptions and requirements to obtain a Certificate of Appropriateness for new construction. Mr. Zimmerman advised regarding receipt of a petition signed by 70% of the property owners and recommendations by both the Heritage and Planning and Zoning Commissions.

Mr. Zimmerman spoke to Heritage Commission findings based on criteria including the value of the area as part of the development and heritage of the City; portrayal of a group of people in an era of history by distinctive architecture; and the relationship to other distinctive buildings, sites or areas. He spoke to consideration of the homes as representative of an architectural style of post-WWII housing, the subtle differences between these homes and those built more recently and stated that the location can be singled out as the first and most intact example of Plano’s transition in residential neighborhoods and that the area remains a viable neighborhood of modest housing near Downtown and DART.

Mr. Zimmerman responded to Council Member Ellerbe regarding those who signed the petition and advised that it was his understanding that signers were property owners. He responded to Deputy Mayor Pro Tem Magnuson that the intent of the tax exemption is to provide funds for reinvestment in the structures. Ms. Magnuson stated concern regarding the age of the homes when considering historic designation. Mr. Zimmerman further responded stating that there are no tax exemptions for conservation districts and these tend to be in areas where there is a significant amount of unused lots to make sure infill occurs in a manner that does not erode development. Mr. Zimmerman responded to Mayor Pro Tem Johnson regarding the level of the tax abatements that would be on the improvements but not the land, that it would be for all taxing entities and there would need to be individual consideration of the exemption should a new structure be constructed in the area. He responded to Council Member Stahel regarding the other areas of the City that have benefited from heritage designation and spoke regarding the process for visual inspection of the exteriors.

Mayor Evans opened the Public Hearing.

Zoning Case 2006-27 (cont'd)

Mary Compton, resident of the area spoke in support of the request and regarding the neighborhood representing the first post-WWII development in the City and to being the first where specialized crews were utilized and to providing housing for many local business owners. She spoke to changes in families and neighborhoods, educating future generations about the past by utilizing the architecture of the era, and regarding the intact nature of the development. Ms. Compton spoke regarding the past and present residents in the area, to providing neighborhood stability and to the economic benefits. Betty Sewell, resident of the area, spoke to preserving the neighborhood and in support of the request. Naomi Goolsbee, citizen of the City, spoke to what the designation would mean for the neighborhood, the neighborhood being intact and stated that rules would be no harsher than the City code. Pam Hatcher, citizen of the City, spoke to her experiences living in a heritage district, to the private money invested as a result, the increase in property values and regarding the historical consideration of these homes. She spoke to this subdivision being the beginning of the pattern of development to come and encouraged the Council to vote in favor of the request.

Melissa O'Neal, citizen of the City, spoke to the opportunity to provide a history of the community from the Douglass area through Haggard Park and Downtown and into this area. She spoke to the district's maintenance requirements and opportunities to construct additions as well as providing protection for architectural integrity. Francene Neeley, resident of the community, spoke to historic designation preventing deterioration and in support of the item. Clint Haggard, spoke in favor of the request and as an investor in the area. Investor Russ Sikes spoke to the risk of tear downs, to preserving the cohesive character of the area and to the low level of lost tax revenues in supporting the request. Seth Abbott, resident of the area, spoke to the areas' contribution to the heritage of the City and in support of the request. No one else spoke either for or against the request. The Public Hearing was closed.

Mr. Zimmerman responded to Council Member LaRosiliere regarding requests transitioning from individual designations to districts and advised that district designation has been in place since 1979 or 1980. He responded to Mayor Evans stating that while some maintenance issues may be covered under code compliance, others are not and spoke regarding the possible loss of a tax exemption if repairs are not done. Mr. Zimmerman responded to Council Member Ellerbe, stating that once a district is approved, individual property owners must submit requests for tax exemptions and advised that most of the lots are 8,000 square feet in size. Mayor Pro Tem Johnson stated concern that other areas would seek this designation upon reaching 50-60 years old. Mr. Zimmerman stated that this could be the last heritage district, citing its representation of transition, providing post-WWII housing, a mass development and remaining in tact as reasons for designation rather than just the age of the community. He responded to Council Member LaRosiliere regarding the age of the homes in the adjacent heritage district.

Ms. Compton responded to Deputy Mayor Pro Tem Magnuson regarding concerns including discussions about a DART overlay and to protecting the area. She stated concerns that buildings may be constructed that do not fit the character of the neighborhood and would jeopardize the historical value. Mayor Evans spoke to other development in the area increasing the value of property in this area.

Zoning Case 2006-27 (cont'd)

Ms. Jarrell spoke to techniques used in the Douglass community to preserve the characteristics of the older homes. She stated that a conservation district can achieve some of the same goals and that it does not provide the full protection of a heritage or tax exemption program. Ms. Jarrell spoke to a conservation district controlling items such as materials, height and setbacks. She spoke to the history of the heritage designation program and advised that while other taxing entities participate, at this point there is nothing prohibiting them from withdrawing. She stated that fifty years and older is the recognized age limit for designation and spoke regarding the traditional concept of historic districts and other cities looking at the issue.

Mr. Zimmerman responded to Council Member Stahel regarding the tax savings and the funds being reinvested to maintain the property. He responded that values in the Haggard Park and Downtown area seem to be increasing and Ms. Hatcher advised regarding the increase in land value. Council Member Stahel spoke to this being the last contiguous community to the downtown area, application of the criteria for a historic district, reinvesting in the community and affordable housing. He made a motion to approve the request which Council Member Callison seconded. No vote was taken at this time.

Mr. Zimmerman reviewed the process for tax exemption and Council Member Dunlap spoke to this request framing the area as it is today. Ms. Jarrell advised that the conservation district would not have the same level of scrutiny as the heritage district but that it could include requirements specific to the architecture. She advised Council Member Ellerbe that if the decision were made to implement the conservation district, Staff would work with the Heritage Commission and the Planning and Zoning Commission to develop standards. Ms. Ellerbe spoke to improvements made in the Douglass area and concern with designating a more current development as a heritage district. Council Member LaRosiliere spoke to designating Victorian homes, but stated that this area is different. He spoke in opposition to the request and stated that he would consider a conservation district.

Council Member Stahel spoke to properties being brought up to a level of standard when tax exemption is requested and to heritage designation as a unique opportunity to stabilize and upgrade property. He spoke to the proximity to the DART station, goals of providing moderate income housing and to maintaining the area.

Mayor Evans spoke regarding inspections being done from the street, new urbanism and the property's location near DART and the Parker Road area. She spoke to the possibility that other neighborhoods will seek designations, to the area offering affordable workforce housing and to possible changes to the homes to make them more attractive to families. Mayor Evans spoke to protecting the character of the neighborhood by development of restrictions.

Council Member Callison spoke to the unique character of the neighborhood and style of housing and its importance. She spoke to the tax savings being reinvested in the homes and in support of the request.

Mayor Pro Tem Johnson spoke to post-WWII housing as still being young.

A motion was made by Council Member Stahel and seconded by Council Member Callison to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Heritage Resource Designation No. H-35 TO a 24.6± acre property, situated in the City of Plano, Collin County, Texas, in the Joseph Klepper Survey, Abstract No. 213, the John M. Slamons Survey, Abstract No. 814 and the Alex Berry Survey, Abstract No. 80, Blocks A through G of the W. O Haggard Addition and Blocks A through D of the Ollie Mathews Addition, presently zoned Single-family-7, and retaining this zoning classification as requested in Zoning Case 2006-27 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a repealer clause, a savings clause, a penalty clause, a severability clause and an effective date. The Council voted 3-5 with Mayor Evans, Mayor Pro Tem Johnson, Deputy Mayor Pro Tem Magnuson and Council Members Ellerbe and LaRosilieri voting in opposition. The motion failed.

Director of Planning Jarrell advised that if the Council were to consider a conservation district that the Planning and Zoning Commission would initiate the requirements and that the request would go through the Public Hearing process.

A motion was made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Magnuson to send the request related to a 24.6± acre property, situated in the City of Plano, Collin County, Texas, in the Joseph Klepper Survey, Abstract No. 213, the John M. Slamons Survey, Abstract No. 814 and the Alex Berry Survey, Abstract No. 80, Blocks A through G of the W. O Haggard Addition and Blocks A through D of the Ollie Mathews Addition, presently zoned Single-family-7, back to the Planning and Zoning Commission with the recommendation that they look into creating a restrictive conservation district. The Council voted 7-1 with Council Member Stahel voting in opposition. The motion carried.

There being no further discussion, Mayor Evans adjourned the meeting at 10:36 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT ONE
February 1, 2007**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:08 p.m., Thursday, February 1, 2007, at Plano Centre – Northbrook Room, 2000 E. Spring Creek Parkway, Plano, Texas. All Council Members were present with the exception of Council Member Callison. Mayor Evans welcomed those in attendance and stated that attendees could choose among the following topics for the break-out session: Economic Development/Redevelopment in District 1/Plano Parkway area, Community Investment Projects, Code Enforcement and Parks/Trails Update.

Mayor Evans introduced the Council, identified the Council districts and spoke regarding Council Members being elected and serving at large and the benefits this provides. She introduced members of Staff in attendance and advised regarding the requirements to post topics of discussion.

Director of Public Works Foster provided a drought report and spoke regarding an increase in rain received in January 2007, two auxiliary water source projects scheduled to be online in 2008, and the level of Lake Lavon being higher than it was at this time last year. He spoke regarding weather trends and stated that while progress is being made, lake levels are still low and further spoke to Stage 3 watering restrictions being in place until additional projects are complete and/or conservation levels are reached. Mr. Foster spoke to the decrease in water usage in 2006 when compared to the same period in 2005 and the roles played by residents as well as commercial and government users. He described the East Fork Raw Water Supply Project and the SRA Upper Basin Supply Project and the benefits they will bring to the area. Mr. Foster spoke to continuing efforts and being good stewards of resources.

ONCOR District Manager Kevin Slay introduced Bob Dean of their Transmission Department who spoke to previous efforts to connect a transmission line in the city of Parker and its effects on a small portion of northeast Plano. He advised that problems developed when the end point was found nonviable and stated that they will begin again to develop new routes. Mr. Dean responded to Council Member Stahel regarding the choice of a new end point and stated that some routes previously considered are no longer viable due to restrictions on the use of TxDOT medians. He spoke to consideration of requests by the Public Utility Commission (PUC), rules establishing criteria in routing and notice distance requirements. Mr. Dean advised that meeting notice would be sent to Council Members, responded to audience questions stating that routes are considered and ranked before presentation to the PUC and invited the public to attend the presentations. Mayor Evans advised that residents can “sign up” to receive notice information and Mr. Slay responded to a question stating that there are wildlife guards to address squirrels on circuit breakers.

Mayor Evans spoke regarding the “Year of Going Green in Plano.” She spoke to new and remodeled City buildings being “green” and to citizen participation. Mayor Evans then invited those in attendance to break into groups to discuss the following topics after which they reconvened to review discussions.

Economic Development/Redevelopment in District 1/Plano Parkway Area – Collin Creek Mall, Strip Centers, Downtown Development/Avenue K, Neighborhood Retail Prospects, and Older Neighborhoods

Director of Planning Jarrell reviewed development projects in the district for the breakout group, advised regarding the decreased vacancy rate in the Research Technology District and spoke to retailers responding to demographics and the market. She stated that while there are no specific plans for Collin Creek Mall, owners are aware of concerns, receptive to partnering for revitalization and spoke regarding the mall attracting shoppers, supporting US 75 retail and to a new owner for the Mervyn’s space. Ms. Jarrell spoke to the City’s efforts to maintain and revitalize older neighborhoods, the adoption of the Workforce Housing Plan which emphasizes maintaining affordable housing, and the use of block grant funds in District 1.

Council Member LaRosiliere stated that group discussion was based primarily on economic development but that issues of traffic were also discussed including the narrowness of 16th Street/G Avenue. He spoke to this area being pedestrian friendly, its inclusion in the Downtown Plan and to providing additional parking for the Rice Field Development. He spoke to discussion of DART parking and its challenges, discussion of the City’s logo at the Council retreat, empty stores and the difficulty in attracting new businesses and to challenges of addressing issues of density. Mr. LaRosiliere spoke regarding discussion of Downtown Plano, the planner and police officer dedicated to this area and it being a priority to the Council. He spoke to addressing perceptions that there is a lack of parking Downtown and regarding efforts to increase density and attract businesses. Mayor Evans spoke to the City’s investments in Downtown and its evolution.

Community Investment Projects – Street Repairs and Resurfacing

Director of Public Works Foster and City Engineer Upchurch addressed the breakout group regarding planned and recently completed projects and advised regarding the information available on the City's website. Mr. Upchurch advised that the group discussed accessible routes/sidewalks and issues related to guard rails in place to keep vehicles out of residents' yards. He advised that the City's position is currently not in support of lowering speed limits in residential areas and spoke to addressing an issue at 14th Street and Jupiter where a street light has been removed. Mr. Upchurch responded to a question regarding the closure of exits along U.S. 75 and stated that Staff will request additional signage to notify drivers. He spoke to construction for ramp improvements and to the timeframe of 2-4 months for reopening of exits.

Code Enforcement – Single Family Occupancy Standards, Rental Inspection Program, and Complaint Processing

Property Standards Director O'Banner addressed the breakout group regarding the standard complaint/inquiry process and provided statistics regarding the types of cases reported and the actions taken. Council Member Dunlap stated that the group discussed multiple non-family members occupying a single family house and residents requested a review of the related ordinances. He spoke to discussion of the number of cars per house, issues related to the parking of business vehicles in residential districts, large vehicles restricting movement on the streets, deterioration of homes in some areas and concerns related to storage sheds. He requested citizens notify the Staff and Council when they notice areas of concern.

Parks/Trails Update – Oak Point Park and Bike/Walking Trails

Director of Parks Wendell advised that the breakout group discussed development in District 1 focusing on the trail system and stated that the system will connect to Oak Point Park and run east/west across the City. He spoke to development of the Oak Point Park and Nature Preserve and reviewed plans for the visitors' center offering educational and retreat opportunities. Mr. Wendell spoke to the park being designed with nature in mind and group discussion regarding the naming of parks, difficulties in enforcing leash laws on park property, issues related to Frisbee use at Shawnee Park and to park irrigation. He advised that the parks have shown a fifty percent savings in water usage compared to last year and spoke to the variance allowing watering on different days.

Mayor Evans opened the floor to questions. Mr. Wendell advised that citizens may call the Staff hot line or forward an e-mail to bring forward park maintenance concerns. Ms. Jarrell responded that approximately 200 individuals per day are at the Day Laborer Center seeking work, that businesses in the area post signs preventing solicitation on their property, that Staff is onsite to assign workers and that those persons swarming vehicles can lose their privileges.

Chief Rushin responded regarding loud music concerns and advised that State and City regulations address noises interrupting reasonable sensibilities. He advised citizens to contact the Police Department and stated that neighborhood officers may also be of assistance. Chief Rushin further responded regarding illicit activities in parks, advising that citizens should contact the Police Department.

A citizen encouraged the Council not to consider a policy to rename parks that have already been named. Mayor Evans advised that the City's logo may be discussed at the Council's June retreat and to items being replaced on an as-needed basis if a change is made. Mayor Evans responded that the City will be acquiring more lit street signs as signage is replaced. Executive Director Hogan responded regarding the performance of utility companies, stating if citizens encounter difficulties the City will try to facilitate and that if the issue is rate/cost they may be directed to a state agency. He advised that the City is assessing the blockage of a sewer lateral at Custer Road and S.H. 190. A citizen advised that he has always been pleased with the response of the Council, boards/commissions and Staff.

Mayor Evans thanked those in attendance for their input and adjourned the meeting at 9:15 p.m.

Pat Evans, Mayor

Attest

Di Zucco, Assistant City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					

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

CAPTION

Award/Rejection of Bids/Proposals for Bid No. 2007-53-C for an annual fixed price contract for Public Works Mowing and Landscaping Services to Cardinal Home Lawn Care in the estimated annual amount of \$64,472.80.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): WATER & SEWER, MUNICIPAL DRAINAGE

COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$64,473.

STRATEGIC PLAN GOAL: Mowing and Landscape Services relates to the City's Goal's of "Service Excellence" and "Premier City in Which to Live".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of Cardinal Home Lawn Care in the estimated annual amount of \$64,472.80 be accepted as lowest responsive, responsible bidder upon timely execution of any necessary contract documents. This will establish an annual fixed price contract for the mowing and landscape services along floodway drainage easements and water storage facilities throughout the City of Plano. This will establish a one (1) year contract with three (3) City optional one (1) year renewals for Public Works Mowing and Landscaping Services.

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

Memorandum

To: Sharron Mason
Buyer
Purchasing Division

From: Edward Himes
Pumping Facilities Superintendent

Date: 1/29/07

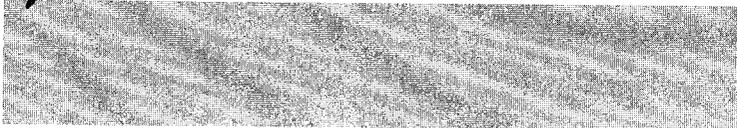
Re: Recommendation Memo

Based on the bid evaluation for 2007-53-C (Bid No.) Public Works Mowing and Landscaping Services (Bid Title). The Public Works Division has reviewed the bids received for Mowing and Landscaping Services. Staff recommends the bid be awarded to Cardinal Home Lawn Care (Vendor) as the lowest responsive, responsible bidder in the amount of \$64,472.80.

This will establish an annual fixed price contract for the mowing and landscape services along floodway drainage easements and water storage facilities throughout the City of Plano.

Edward Himes
Pumping Facilities Superintendent.

B-2



CITY OF PLANO

BID NO. 2007-53-C

PUBLIC WORKS MOWING AND LANDSCAPING SERVICES

BID RECAP

Bid opening Date/Time: January 22, 2007 @ 3:00 pm

Number of Vendors Notified: 1124

Vendors Submitting "No Bids": 10

Number of Bids Submitted: 8

Cardinal Home Lawn Care
Tour Landscape Management, Inc.
Northstar Facility Services
U.S. Lawns
K&T's Mowing Services
Texas Tree Turf Co.
Forest Hills Lawn Service, Inc.
Dyna-Mist

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

\$70,396.49

Sharron Mason
Sharron Mason, Buyer

January 22, 2007
Date

B-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	
Agenda Coordinator (include phone #):		Becky Johansen x4396		

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

CAPTION

Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal to establish an annual fixed price contract for Fire Hydrant and Water Line Repair Parts - Group 4 in the estimated amount of 97,992.05. (2007-57-C)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): WAREHOUSE FUND

COMMENTS: This item in the estimated amount of \$97,992 was approved in the FY 2006-07 Budget for an annual fixed price contract for Fire Hydrant and Water Line Repair parts.

SUMMARY OF ITEM

Staff recommends bid of H D Supply Waterworks in the estimated annual amount of \$97,992.05 (Items 1-6, 8-46) be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. Item 7 will not be awarded as part of this contract. This item will be purchased on the open market. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated amount of \$97,992.05. The contract will be for the purchase of Fire Hydrant and Water Line Repair Parts - Group 4.

List of Supporting Documents:
Bid Recap

Other Departments, Boards, Commissions or Agencies

C-1

CITY OF PLANO

BID NO. 2007-57-C FIRE HYDRANT & WATER LINE REPAIR PARTS – GROUP 4

BID RECAP

Bid opening Date/Time: January 22, 2007 @ 4:00 P.M.

Number of Vendors Notified: 894

Vendors Submitting "No Bids": 6

Number of Bids Submitted: 5

DFW Plastics Inc
SunWest Sales Company
Municipal Water Works Supply LP
Eagle Underground Utility Supply
D and W Utility Supply

Bids Evaluated that did not meet equivalent requirements: 2

Techline Inc
D and W Utility Supply

Recommended Vendor(s):

H D Supply Waterworks \$97,992.05

Becky Johansen

Becky Johansen, Buyer

January 29, 2007

Date

C-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 02/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	02.02.07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/5/07	
Agenda Coordinator (include phone #): Lisa Prunty, ext 7342					

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

CAPTION

Authorize the purchase of infrastructure switches in the amount not to exceed \$250,000 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (INX DIR-SDD-239).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	500,000	0	500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-250,000	0	-250,000
BALANCE	0	250,000	0	250,000

FUND(S): **TECHNOLOGY INFRASTRUCTURE FUND (062)**

COMMENTS: Funds are included in the 2006-07 Budget for the replacement of various server switches throughout the City's technology infrastructure. The remainder of funds will be used to purchase additional types and sizes of server switches from various other vendors.

STRATEGIC PLAN GOAL: Replacement of computer server switches relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve expenditure not to exceed \$ 250,000 to Internetwork Experts, Inc. (INX) through the Department of Information Resources (DIR) for network infrastructure switches. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (INX DIR-SDD-239).

Memo	Other Departments, Boards, Commissions or Agencies
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d-1

Interoffice Memo

Date: 01/29/07
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Switch Replacement Project

We are in the process of replacing the infrastructure backbone switches throughout the City. This recommendation involves the first phase of this project.

We are proposing purchasing this equipment from Internetwork Experts through their State of Texas DIR contract number DIR-SDD-239. The first phase of the replacement project is \$ 250,000.00 and will start the rebuild of our backbone to allow us to make the cutovers with minimal disruption.

We are recommending purchasing the equipment for this project for a total amount of \$ 250,000.00 from Internetwork Experts using their State of Texas contract referenced above.

8/13/2002

Confidential

1

A handwritten signature in black ink, appearing to be 'd-2'.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	2/12/07	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>2/9/07</i>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>2/10/07</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5511		
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 the purchase of material testing services for the Avenue P Park to 18 th Street project in the amount of \$38,909 from Kleinfelder, Inc. through an existing contract/agreement and authorizing the City Manager or his designee to execute all necessary documents. (Contract # 2005-265-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		899,767	883,233	0	1,783,000
Encumbered/Expended Amount		-899,767	-743,505	0	-1,643,272
This Item		0	-14,000	0	-14,000
BALANCE		0	125,728	0	125,728
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2006-07 Street Improvement CIP. This modification (increasing the contract to exceed \$25,000), in the amount of \$14,000, will leave a current year balance of \$125,728 for the P Avenue – Park to 18 th Street project.					
STRATEGIC PLAN GOAL: Construction materials testing relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for construction material testing, in the amount of \$38,909. Kleinfelder, Inc. is one of the six contracted vendors for this service during 2005-06. This is to increase the existing agreement from \$24,909 for additional testing for the project. This project consists of the reconstruction of Avenue P water, sanitary, drainage, sidewalks and paving.					
Funding is available from the Street Community Investment Program; therefore, staff recommends approval.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
		N/A			

e-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department			Initials	Date
Department Head	Upchurch	Executive Director	2/2/07 2/2/07		
Dept Signature:					
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5510	
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 the purchase of material testing services for the McDermott Road Widening from Custer Road to Coit Road Project in the amount of \$27,979.50 from TEAM Consultants, Inc. through an existing contract/agreement and authorizing the City Manager or his designee to execute all necessary documents. (Contract # 2005-265-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		787,000	1,251,000	0	2,038,000
Encumbered/Expended Amount		-787,000	-1,051,556	0	-1,838,556
This Item		0	-5,704	0	-5,704
BALANCE		0	193,740	0	193,740
FUND(s):					
COMMENTS: Funds are included in the 2006-07 Street Improvement CIP. This modification (increasing the contract to exceed \$25,000), in the amount of \$5,704, will leave a current year balance of \$193,740 for the McDermott – Coit to Custer project.					
STRATEGIC PLAN GOAL: Materials testing services relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for construction material testing, in the amount of \$27,979.50. TEAM Consultants, Inc. is one of the six contracted vendors for this service during 2005-06. This is to increase the existing agreement from \$22,275.50 for additional testing required for the project. The project consisted of the widening of McDermott Road to six lanes from Custer Road to Coit Road.					
Funding is available from the Street Improvement Community Investment Program; therefore, staff recommends approval.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Revised Exhibit C			N/A		

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REVISED EXHIBIT "C"
COST ESTIMATE & FEE SCHEDULE
TEAM Consultants, Inc.
Construction Testing Budget Estimate
City of Plano - McDermott Road Widening - Project 5510

			Unit	Unit Price	Orig. Quant.	Rev. Quant.	Subtotal	Increase
SOILS								
2001	Atterberg Limits			\$ 44.00	8	0	\$ -	\$ (352.00)
2027	pH lime Determination			\$ 155.00	4	1	\$ 155.00	\$ (465.00)
2062	Moisture Density			\$ 173.00	14	8	\$ 1,384.00	\$ (1,038.00)
2098	Subgrade Gradation			\$ 13.25	50	66	\$ 874.50	\$ 212.00
2100	In-place Density			\$ 28.00	75	88	\$ 2,464.00	\$ 364.00
3009	Engineering Technician	hr		\$ 47.00	150	61	\$ 2,867.00	\$ (4,183.00)
3032	Trip Charge	ea.		\$ 26.00	32	25	\$ 650.00	\$ (182.00)
				Subtotal			\$ 8,394.50	
CONCRETE								
2130	Compressive Strength			16.25	228	400	\$ 6,500.00	\$ 2,795.00
2144	Concrete Mix Design			95	2	0	\$ -	\$ (190.00)
3009	Engineering Technician	hr		\$ 47.00	78	243	\$ 11,421.00	\$ 7,755.00
3032	Trip Charge	ea.		\$ 26.00	26	64	\$ 1,664.00	\$ 988.00
				Subtotal			\$ 19,585.00	
				Grand Total			\$ 27,979.50	\$ 5,704.00

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal <i>WJH</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Facilities		Initials	Date	
Department Head	Alan Upchurch		Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): Amy Powell X5513					

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

CAPTION

Approval of the purchase of labor and materials for the Technology Department Computer Room Modification and Expansion Project, in the amount of \$979,417, from Centennial Contractors Enterprises, Inc. through an existing contract/agreement with Texas Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Vendor Contract No. R4538)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	29,913	1,738,087	0	1,768,000
Encumbered/Expended Amount	-29,913	143,421	0	-173,334
This Item	0	979,417	0	-979,417
BALANCE	0	615,249	0	615,249

FUND(s): CAPITAL RESERVE & TECHNOLOGY FUND (062)

COMMENTS: Funds are included in the 2006-07 Capital Reserve Fund and Technology Fund. This item, in the amount of \$979,417, will leave a current year balance of \$615,249, \$37,579 for the Municipal Center Annex project and \$577,670 for the Electric Rewire of Technology Services Building project.

STRATEGIC PLAN GOAL: Modification and Expansion of the technology computer room relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Request approval of bid from Centennial Contractors Enterprises, Inc. to modify and expand the computer room for the Technology Services Department, located in the Municipal Annex Building, in the amount of \$979,417.00. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (Texas Cooperative Purchasing Network (TCPN) Vendor No. R4538)

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
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Centennial Contractors Enterprises, Inc. Factor Calculation Sheet

Plano Municipal Annex
Building Computer Room
Base Proposal

Item		Used	Amount
Extended Total of Line Items Based on quantities and Unit Prices (Total OH&P)			\$1,488,099.52
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
Dallas	0.84	X	
<i>Cost Adjusted by CCI</i>			\$ 1,250,003.60
Coefficient			
	0.79	X	
<i>Cost Adjusted for Coefficient</i>			\$ 987,502.84
Zone Factors (from base point)			
>150 miles	1	X	
	1.1		
<i>Cost Adjusted for Distance</i>			\$ 987,502.84
Job Order Size Factor			
\$0 < \$24,999	1.1		
\$25,000 < \$149,999	1.00		
\$150,000 and up	0.98	X	
<i>Cost Adjusted for DO Size</i>			\$ 967,752.78
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.05		
<i>Costs Adjusted for Time of Performance</i>			\$ 967,752.78
Annual Volume Factors (12 month sliding window)			
>\$ 1,000,000	0.98	X	
<i>Costs Adjusted for Volume</i>			\$ 948,397.73
Davis - Bacon (If Applicable)			
<i>Costs Adjusted for Davis-Bacon</i>			\$ 948,397.73
Bond	0.01075	X	\$ 10,195.28
TOTAL ADJUSTED COST			\$ 958,593.00

CCE Signature: _____ Date: _____

Client Signature: _____ Date: _____

PO # _____



**Centennial Contractors
Enterprises, Inc.**



Centennial Contractors Enterprises, Inc. Factor Calculation Sheet

Plano Municipal Annex
Building Computer Room
Alternate #1

Item		Used	Amount
Extended Total of Line Items Based on quantities and Unit Prices (Total OH&P)			\$30,801.29
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
Dallas	0.84	X	
<i>Cost Adjusted by CCI</i>			\$ 25,873.08
Coefficient	0.79	X	
<i>Cost Adjusted for Coefficient</i>			\$ 20,439.74
Zone Factors (from base point)	1	X	
>150 miles	1.1		
<i>Cost Adjusted for Distance</i>			\$ 20,439.74
Job Order Size Factor			
\$0 < \$24,999	1.1		
\$25,000 < \$149,999	1.00		
\$150,000 and up	0.98	X	
<i>Cost Adjusted for DO Size</i>			\$ 20,030.94
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.05		
<i>Costs Adjusted for Time of Performance</i>			\$ 20,030.94
Annual Volume Factors (12 month sliding window)			
>\$ 1,000,000	0.98	X	
<i>Costs Adjusted for Volume</i>			\$ 19,630.32
Davis - Bacon (If Applicable)			
<i>Costs Adjusted for Davis-Bacon</i>			\$ 19,630.32
Bond	0.01075	X	\$ 211.03
TOTAL ADJUSTED COST			\$ 19,841.35

CCE Signature: _____ Date: _____

Client Signature: _____ Date: _____

PO # _____

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Centennial Contractors Enterprises, Inc. Factor Calculation Sheet

Plano Municipal Annex
Building Computer Room
Alternate #2

Item		Used	Amount
Extended Total of Line Items Based on quantities and Unit Prices (Total OH&P)			\$1,525.00
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
Dallas	0.84	X	
<i>Cost Adjusted by CCI</i>			\$ 1,281.00
Coefficient	0.79	X	
<i>Cost Adjusted for Coefficient</i>			\$ 1,011.99
Zone Factors (from base point)			
>150 miles	1	X	
	1.1		
<i>Cost Adjusted for Distance</i>			\$ 1,011.99
Job Order Size Factor			
\$0 < \$24,999	1.1		
\$25,000 < \$149,999	1.00		
\$150,000 and up	0.98	X	
<i>Cost Adjusted for DO Size</i>			\$ 991.75
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.05		
<i>Costs Adjusted for Time of Performance</i>			\$ 991.75
Annual Volume Factors (12 month sliding window)			
>\$ 1,000,000	0.98	X	
<i>Costs Adjusted for Volume</i>			\$ 971.92
Davis - Bacon (If Applicable)			
<i>Costs Adjusted for Davis-Bacon</i>			\$ 971.92
Bond	0.01075	X	\$ 10.45
TOTAL ADJUSTED COST			\$ 982.36

CCE Signature: _____ Date: _____

Client Signature: _____ Date: _____

PO # _____

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services		Initials	Date	
Department Head	Mark Jerome	Jimmy Foster	Executive Director	2-2-07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of two (2) Chevrolet One Ton Extended Cargo Vans in the amount of \$46,384.00 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#VE03-06)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	59,000		59,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-46,384	0	-46,384
BALANCE	0	12,616	0	12,616

FUND(S): GENERAL FUND & EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2006-07 approved budget for the replacement purchase of (1) Cargo Van for Library Administration and the new addition of (1) Cargo Van to the fleet for Facilities Services. The balance of funds will be used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Vehicle purchase relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of two Chevrolet One Ton Extended Cargo Vans through the HGAC Cooperative Purchase Program, awarded to Caldwell Country Chevrolet. One is a new addition to the fleet for Dept 353/Facility Services per fiscal year 06/07. Account 01-8421; Supplement 353001 and the other is a replacement for unit 01390 for Dept 681/Schimelpfenig Library, Account 071-8421.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC #VE03-06)

Total purchase price of the two units, including delivery fee is \$46,384.00

List of Supporting Documents.	Other Departments, Boards, Commissions or Agencies
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B-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Memo, Agenda, Quote Sheet

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h-2



MEMORANDUM

Date: January 18, 2007
To: Steve Tillman, Senior Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase two (2) Chevrolet One Ton Extended Cargo Vans (A38) through the HGAC Cooperative Purchase Program, Contract #VE03-06, awarded to Caldwell Country Chevrolet.

Base Price:	\$21,747.00 x 2 =	43,494.00
Published Options:	\$ 3,958.00 x 2 =	7,916.00
Unpublished Options:	\$ 80.00 x 2 =	160.00
Delivery Fee:	\$ 407.00 x 2 =	814.00
Quantity Discount:	\$ -3,000.00 x 2 =	<u>- 6,000.00</u>
TOTAL PURCHASE PRICE:		\$46,384.00

TOTAL BUDGET AMOUNT: \$59,000.00

NOTE: One (1) unit is a new addition to the fleet for Dept 353/Facility Services per fiscal year 06/07, Account #01-353-8421; Supplement #353001, Budget Amount of \$32,000.00. The other unit is a replacement for unit #01390 for Dept 681/Schimelpfenig Library; Account #071-8421, Budget Amount \$27,000.00.

Please reference Requisition No. 904120.

Feel free to call me if you have any questions at extension 4182.

Cc: Jimmy Foster
Mark Jerome
Richard Medlen
Kim Kreidler
Diane Palmer
Stephen Teiper

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CITY OF PLANO

01/17/07

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P.O. Number 904120 OR

Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
 CALDWELL COUNTRY CHEVROLET-PONTIAC
 P O BOX 27
 CALDWELL TX 77836

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

Ordered 01/17/07 Freight
 Requested 01/17/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEV. 1-T. EXT. CARGO VANS	2	EA	21,747.0000	43,494.00	01/17/07
CHEV. 1-T. EXT. CARGO VANS HGAC COOPERATIVE PURCHASING PROGRAM CONTRACT VE-03-06, PRODUCT CODE A38. AWARDED TO CALDWELL COUNTRY CHEVROLET. IT IS THE RECOMMENDATION OF FLEET & EQUIPMENT SERVICES TO PURCHASE TWO (2) CHEVROLET 1-TON EXTENDED CARGO VANS. THE TOTAL AMOUNT IS \$46,384.00. TOTAL BUDGET AMOUNT FOR THIS PURCHASE IS \$59,000.00. THE FOLLOWING IS THE BREAKDOWN OF THE UNITS AND BUDGETED AMOUNT FOR EACH: DEPT. 353. NEW ADDITION - BUDGET \$32,000.00. SUPPLEMENT #353001. DEPT. 681. REPLACEMENT OF UNIT 01390. BUDGET \$27,000.00. ACCOUNT 071.8421					
PUBLISHED OPTIONS	2	EA	796.0000	1,592.00	01/17/07
6.0L V8 AUTOMATIC. INCLUDED.					
PUBLISHED OPTIONS	2	EA	440.0000	880.00	01/17/07

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CITY OF PLANO

01/17/07

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904120 Request Date	OR
POWER WINDOWS & LOCKS						
PUBLISHED OPTIONS TOW PACKAGE Z82	2	EA	242.0000	484.00	01/17/07	
PUBLISHED OPTIONS SIDE & REAR DOOR GLASS ZW3	2	EA	104.0000	208.00	01/17/07	
PUBLISHED OPTIONS TILT & CRUISE ZQ3	2	EA	316.0000	632.00	01/17/07	
PUBLISHED OPTIONS COMM UPFIT 2	2	EA	2,060.0000	4,120.00	01/17/07	
UNPUBLISHED OPTIONS KEYLESS ENTRY AUO SOLID PAINT. INCLUDED.	2	EA	170.0000	340.00	01/17/07	
UNPUBLISHED OPTIONS EXTRA/BULKHEAD SPEC	2	EA	110.0000-	220.00-	01/17/07	
UNPUBLISHED OPTIONS CONSOLE ENGINE COVER 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C. EXTERIOR COLOR WHITE. N/C.	2	EA	20.0000	40.00	01/17/07	
INVOICE TO FOLLOW DELIVERY FEE	2	EA	407.0000	814.00	01/17/07	
INVOICE TO FOLLOW QUANTITY DISCOUNT	2	EA	3,000.0000-	6,000.00-	01/17/07	

Total Order

TermNet 30 Days

46,384.00

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CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

1/3/2006

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO (REV #1E)	REID CHOATE	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	ADRIENNE GATTIS
Phone:	972-769-4182	Phone:	979-567-6115
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	agattis@caldwellcountry.com

Product Code:	A38	2007 CHEVROLET EXT CARGO 3500 CG33705
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 21,747.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.0L V8	796		
AUTOMATIC	INCL		
POWER WINDOWS & LOCKS ZQ2	440		
TOW PACKAGE Z82	242		
SIDE & REAR DOOR GLASS ZW3	104		
TILT & CRUISE ZQ3	316		
COMM UPFIT 2	2060	Subtotal From Additional Sheet(s):	
		Subtotal B:	3958

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KEYLESS ENTRY AU0	170	CONSOLE ENGINE COVER	20
SOLID PAINT	INCL		
ETRAC/BULKHEAD SPEC	-110	Subtotal From Additional Sheet(s):	
		Subtotal C:	80

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5 YEAR/100,000 POWERTRAIN WARRANTY	N/C
EXTERIOR COLOR WHITE	N/C		
QUANTITY DISCOUNT	-3000	Subtotal D:	-2593

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23192

Quantity Ordered:	2	X Subtotal of A + B + C + D:	23192	=	Subtotal E:	46384
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-150 DAYS **H. Total Purchase Price (E+F+G):** 46384

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07			Reviewed by Legal <i>ws</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Mark Jerome	Jimmy Foster	Executive Director	<i>DA</i>	2-2-07
Dept Signature:	<i>Mark Jerome</i>			City Manager	<i>2/2/07</i>
Agenda Coordinator (include phone #):			Linda M. Robinson x4180		
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 checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

CAPTION

Approval of the purchase of eleven (11) Chevrolet Cab Pick-Up's in the amount of \$244,650.00 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#VE03-06)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	260,000	0	260,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-244,650	0	-244,650
BALANCE	0	15,350	0	15,350

FUND(S): EQUIPMENT REPLACEMENT FUND & GENERAL FUND

COMMENTS: Funds are included in the FY 2006-07 approved budget for (8) replacement units and (3) new additions to the fleet. The balance of funds will be used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Vehicle replacements and additions relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of eleven Chevrolet Cab Pick-Up's through the HGAC Cooperative Purchase Program, awarded to Caldwell Country Chevrolet. The following are approved replacements per FY 06-07 from Account 071-8421, Supplement 00071001: (1)-½ Ton Regular Cab P/U to replace unit #00320 for Dept. 364/Warehouse Operations; (2)-¼ Ton Regular Cab P/U's: one to replace unit #99301 for Dept. 422/Customer & Utility Services and one to replace unit #01352 for Dept. 582/Environmental Health; (5)-½ Ton Extended Cab P/U's to replace units in each of the following departments: one replacement for #02304-Dept. 532/Police; one replacement for unit #99320-Dept. 769/Backflow Operations; two replacement units for #99300 & #99302 for Dept. 422/Customer & Utility Services; and one replacement for unit #32306 for Dept. 552/Fire. There are 3 new additions to the fleet as follows: (2)-½ Ton Extended Cab P/U's for Dept. 552/Fire from Account 01-552-8421, Supplements 552003 & 552005 and (1)-¼ Ton Extended Cab P/U for Dept. 634/Park Field Service from Account 01-634-8421, Supplement 0634007.

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CITY OF PLANO COUNCIL AGENDA ITEM

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC VE03-06)

Total purchase price for all eleven units, including HGAC fee and delivery fees is \$244,650.00

List of Supporting Documents:

Memo, Agenda, Quote Sheet, Spreadsheet

Other Departments, Boards, Commissions or Agencies

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MEMORANDUM

Date: January 23, 2007
To: Steve Tillman, Senior Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase eleven (11) Chevrolet Pick-Up's through the HGAC Cooperative Purchase Program, Contract #VE03-06, awarded to Caldwell Country Chevrolet for the departments as follows:

ITEM 1: Dept 364/Warehouse Operations, (1)-½ Ton Regular Cab P/U to replace unit #00320, Account 071-8421, Supplement 00071001. Budget Amount-\$25,000.00.

Base Price:	\$14,368.00
Published Options:	\$ 5,322.00
Unpublished Options:	\$ 1,296.00
Quantity Discount:	<u>\$-1,093.00</u>
PURCHASE PRICE:	\$19,893.00

ITEM 2: Dept 422/Customer & Utility Services, (1)-¼ Ton Regular Cab P/U to replace unit #99301, Acct 071-8421, Supplement 00071001. Budget Amount-\$20,000.00.

Base Price:	\$12,637.00
Published Options:	\$ 2,807.00
Unpublished Options:	\$ 3,538.00
Quantity Discount:	<u>\$-1,093.00</u>
PURCHASE PRICE:	\$17,889.00

ITEM 3: Dept 552/Fire Department, (3)-½ Ton Extended Cab P/U's. (1) is a replacement for unit #32306, Acct 071-8421, Supplement 00071001. (2) are new additions, Acct. 01-552-8421 Supplements 552003 & 552005, Budget Amount-\$81,000.00.

Base Price:	\$18,761.00 x 3 =	\$56,283.00
Published Options:	\$ 4,459.00 x 3 =	\$13,377.00
Unpublished Options:	\$ 2,864.00 x 3 =	\$ 8,592.00
Quantity Discount:	\$ 2,593.00 x 3 =	<u>\$ -7,779.00</u>
PURCHASE PRICE:		\$70,473.00

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ITEM 4: Dept 532/Police Department, (1)-½ Ton Extended Cab P/U to replace unit #02304, Acct 071-8421, Supplement 00071001. Budget Amount-\$20,000.00. Enhanced vehicle improvements for operator safety.

Base Price:	\$18,761.00
Published Options:	\$ 5,953.00
Unpublished Options:	\$ 904.00
HGAC Fee:	\$ 600.00
Quantity Discount:	<u>\$-2,593.00</u>
PURCHASE PRICE:	\$23,625.00

ITEM 5: Dept 582/Environmental Health,(1)-¼ Ton Regular Cab P/U to replace unit #01352, Acct 071-8421, Supplement 00071001. Budget Amount-\$20,000.00.

Base Price:	\$12,637.00
Published Options:	\$ 2,807.00
Unpublished Options:	\$ 3,486.00
Quantity Discount:	<u>\$ -1,093.00</u>
PURCHASE PRICE:	\$17,837.00

ITEM 6: Dept 634/Park Field Service, (1)-¼ Ton Extended Cab P/U is a new addition for Acct 01-634-8421, Supplement 00634007. Budget Amount-\$27,000.00

Base Price:	\$14,996.00
Published Options:	\$ 2,807.00
Unpublished Options:	\$ 3,550.00
Quantity Discount:	<u>\$ -1093.00</u>
PURCHASE PRICE:	\$20,260.00

ITEM 7: Dept 422/Customer & Utility Services (2) ½-Ton Extended Cab P/U's to replace units #99300 & 99302 and (1)-½ Ton Extended Cab for Dept 769/Backflow Operations to replace unit #99320. Accounts 071-8421, Supplement 00071001, Budget Amount-\$27,000 each.

Base Price:	\$18,761.00 x 3 =	\$56,283.00
Published Options:	\$ 4,459.00 x 3 =	\$13,377.00
Unpublished Options:	\$ 4,264.00 x 3 =	\$12,792.00
Quantity Discount:	\$ 2,593.00 x 3 =	<u>\$ -7,779.00</u>
PURCHASE PRICE:		\$74,673.00

TOTAL PURCHASE PRICE FOR ALL (11) UNITS: \$244,650.00

Please reference Requisition No. 904143 .

Feel free to call me if you have any questions at extension 4182.

Cc:	Jimmy Foster	Bob Acker	Doug Green
	Mark Jerome	Mike Malone	Harry Shearouse
	Bob Karlseng	Marty Childers	Diane Palmer
	Johnny Kemp	Steve Berry	Stephen Teiper

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

MEMORANDUM

DATE: January 23, 2007
TO: Gregory W. Rushin, Chief of Police
FROM: Edward G. Brashear, Administrative Manager
SUBJECT: Purchase of Replacement PSO Truck

Reid Choate with Equipment Services has advised me they are preparing to purchase the replacement for police vehicle #02304, a ¼ ton Ford pick-up assigned to the Public Safety Officer Unit. He also advised they have been authorized to replace this truck with a ½ ton Chevrolet extended-cab pick-up.

According to Mr. Choate this purchase is scheduled for approval at the Council meeting on February 12, 2007. The replacement truck will cost \$23,625 and is being purchased from the Houston/Galveston Area Contract. Funds for this purchase are coming from Equipment Services Equipment Replacement Fund.

Please advise if you have any additional questions.

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P.O. Number 904143 OR

Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
 CALDWELL COUNTRY CHEVROLET-PONTIAC
 P O BOX 27
 CALDWELL TX 77836

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

Ordered 01/24/07 Freight
 Requested 01/24/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
ITEM 1 1/2 TON REGULAR CAB PICKUP FLEET & EQUIPMENT SERVICES REQUESTS TO PURCHASE ELEVEN (11) CHEVROLET PICK UP TRUCKS THROUGH THE HGAC COOPERATIVE PURCHASING PROGRAM. CONTRACT #VE03-06 (A24); AWARDED TO CALDWELL COUNTRY CHEVROLET. THERE ARE SEVEN (7) ITEMS ON THIS REQUISITION. *****	1	EA	14,368.0000	14,368.00	01/24/07
ITEM 1. DEPT. 364. WAREHOUSE OPERATIONS. ONE (1) -1/2 TON REGULAR CAB PICKUP TO REPLACE UNIT 00320. ACCOUNT 071.8421. SUPPLEMENT 00071001. BUDGET AMOUNT \$25,000.00. BASE PRICE \$14,368.00. PUBLISHED OPTIONS \$5,322.00 UNPUBLISHED OPTIONS \$1,296.00 QUANTITY DISCOUNT \$-1,093.00					
PUBLISHED OPTIONS AUTOMATIC M30 AIR CONDITION. INCLUDED. LOCKING DIFFERENTIAL. INCLUDED.	1	EA	876.0000	876.00	01/24/07
PUBLISHED OPTIONS	1	EA	2,976.0000	2,976.00	01/24/07

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904143 Request Date	OR
5.3L FFV L59						
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS POWER WINDOWS & POWER MIRRORS 5B5.	1	EA	696.0000	696.00	01/24/07	
PUBLISHED OPTIONS LONG BOX 903	1	EA	223.0000	223.00	01/24/07	
PUBLISHED OPTIONS HD SUSPENSION Z85	1	EA	95.0000	95.00	01/24/07	
PUBLISHED OPTIONS POWER LOCKS AU3	1	EA	162.0000	162.00	01/24/07	
PUBLISHED OPTIONS TOW PACKAGE Z82	1	EA	294.0000	294.00	01/24/07	
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO. 6 WAY, TBKE, WG10, C63.	1	EA	1,116.0000	1,116.00	01/24/07	
UNPUBLISHED OPTIONS CAB STEPS	1	EA	180.0000	180.00	01/24/07	
OTHER COSTS DELIVERY FEE EXTERIOR COLOR WHITE. INCLUDED. FIVE (5) YEAR/100,000 POWERTRAIN WARRANTY. N/C.	1	EA	407.0000	407.00	01/24/07	
OTHER COSTS QUANTITY DISCOUNT	1	EA	1,500.0000-	1,500.00-	01/24/07	
ITEM 2 1 1/4 TON REGULAR CAB PICKUP ONE (1) 1 1/4 TON REGULAR CAB PICKUP TO REPLACE	1	EA	12,637.0000	12,637.00	01/24/07	

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P.O. Number 904143 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
UNIT 99301, DEPT. 422. BUDGET AMOUNT \$20,000.00. ACCOUNT 071.8421. SUPPLEMENT 00071001. CONTRACT VE-03-06 (A22). *****					
AIR CONDITION. INCLUDED.					
PUBLISHED OPTIONS AUTOMATIC M30	1	EA	876.0000	876.00	01/24/07
PUBLISHED OPTIONS 3.5L L5 LK5	1	EA	1,051.0000	1,051.00	01/24/07
PUBLISHED OPTIONS POWER WINDOWS/LOCKS/MIRRORS POWER WINDOWS, LOCKS & MIRRORS ZQ6.	1	EA	880.0000	880.00	01/24/07
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO: WG3, C56, 43S, CCC05, LED & FED. ***** HIDEAWAY STROBE SWITCHES. INCLUDED.	1	EA	3,538.0000	3,538.00	01/24/07
OTHER COSTS DELIVERY FEE EXTERIOR COLOR WHITE. N/C. FIVE (5) YEAR/100,000 POWERTRAIN WARRANTY. N/C.	1	EA	407.0000	407.00	01/24/07
OTHER COSTS QUANTITY DISCOUNT	1	EA	1,500.0000-	1,500.00-	01/24/07
ITEM 3 1/2 TON EXTENDED CAB PICKUPS	3	EA	18,761.0000	56,283.00	01/24/07

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P.O. Number 904143 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
THREE (3) 1/2 TON EXTENDED CAB PICKUPS. ONE (1) IS A REPLACEMENT FOR UNIT 32306, DEPT. 552. ACCOUNT 071-8421. SUPPLEMENT 00071001. TWO (2) ARE NEW ADDITIONS TO THE FLEET. ACCOUNT 01-552-8421. SUPPLEMENTS 552003 & 552005. BUDGET AMOUNT \$81,000.00. CONTRACT VE03-06 (A26).					
PUBLISHED OPTIONS HD SUSPENSION Z85	3	EA	95.0000	285.00	01/24/07
PUBLISHED OPTIONS 5.3L FFV L59 AUTOMATIC M30. INCLUDED. ***** AIR CONDITION. INCLUDED.	3	EA	2,976.0000	8,928.00	01/24/07
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS	3	EA	696.0000	2,088.00	01/24/07
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	3	EA	236.0000	708.00	01/24/07
PUBLISHED OPTIONS POWER LOCKS AU3	3	EA	162.0000	486.00	01/24/07
PUBLISHED OPTIONS TOW PACKAGE Z82	3	EA	294.0000	882.00	01/24/07
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO. 6PRG, TBRKE, CARGO TRAY. ***** FIBERGLASS BED COVER. INCLUDED.	3	EA	2,684.0000	8,052.00	01/24/07

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CITY OF PLANO

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OR

Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904143 Request Date
UNPUBLISHED OPTIONS CAB STEPS	3	EA	180.0000	540.00	01/24/07
OTHER COSTS DELIVERY FEE EXTERIOR COLOR WHITE. N/C. ***** 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C.	3	EA	407.0000	1,221.00	01/24/07
OTHER COSTS QUANTITY DISCOUNT	3	EA	3,000.0000-	9,000.00-	01/24/07
ITEM 4 1/2 TON EXTENDED CAB PICKUPS ONE (1) 1/2 TON EXTENDED CAB PICKUP. THIS WILL REPLACE UNIT 02304, DEPT. 532. ACCOUNT 071-8421. SUPPLEMENT 00071001. BUDGET AMOUNT \$20,000.00. ENHANCED VEHICLE IMPROVEMENTS FOR OPERATOR SAFETY. CONTRACT VE03-06 (A26).	1	EA	18,761.0000	18,761.00	01/24/07
PUBLISHED OPTIONS 5.3L FFV L59	1	EA	2,976.0000	2,976.00	01/24/07
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS	1	EA	696.0000	696.00	01/24/07
PUBLISHED OPTIONS LONG BOX 953	1	EA	1,494.0000	1,494.00	01/24/07
PUBLISHED OPTIONS POWER LOCKS AU3	1	EA	162.0000	162.00	01/24/07
PUBLISHED OPTIONS TOW PACKAGE Z82	1	EA	294.0000	294.00	01/24/07

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CITY OF PLANO

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P.O. Number 904143 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS HD SUSPENSION Z85	1	EA	95.0000	95.00	01/24/07
PUBLISHED OPTIONS LOCKING DIFFERENTIAL AUTOMATIC M30. INCLUDED. ***** AIR CONDITION. INCLUDED.	1	EA	236.0000	236.00	01/24/07
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO. SIX (6) PRONG, TRAILER BKE.	1	EA	544.0000	544.00	01/24/07
UNPUBLISHED OPTIONS LH SPOTLIGHT 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C.	1	EA	360.0000	360.00	01/24/07
OTHER COSTS DELIVERY FEE	1	EA	407.0000	407.00	01/24/07
OTHER COSTS QUANTITY DISCOUNT	1	EA	3,000.0000-	3,000.00-	01/24/07
OTHER COSTS HGAC FEE		EA	.0000	600.00	01/24/07
ITEM 5 1/4 T. REG. CAB PICKUP ITEM 5. DEPT. 582. ENVIRONMENTAL HEALTH. ONE (1) 1/4 TON REGULAR CAB PICKUP TO REPLACE UNIT 01352. ACCOUNT 071.8421. SUPPLEMENT 00071001. BUDGET AMOUNT \$20,000.00. CONTRACT VE03-06 (A22).	1	EA	12,637.0000	12,637.00	01/24/07

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904143 Request Date	OR
PUBLISHED OPTIONS AUTOMATIC M30	1	EA	876.0000	876.00	01/24/07	
PUBLISHED OPTIONS 3.5 L5 LK5	1	EA	1,051.0000	1,051.00	01/24/07	
PUBLISHED OPTIONS POWER WINDOWS,LOCKS,MIRRORS POWER WINDOWS, LOCKS & MIRRORS ZQ6. ***** AIR CONDITION. INCLUDED.	1	EA	880.0000	880.00	01/24/07	
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO	1	EA	2,636.0000	2,636.00	01/24/07	
UNPUBLISHED OPTIONS CAMPER TOP FIBERGLASS BED COV. CAMPER TOP FIBERGLASS BED COVER. ***** HIDEAWAY STROBES SWITCHES. INCLUDED. ***** NOT INCLUDED WG3, C56, 43S DUE TO COVER. INCLUDED.	1	EA	850.0000	850.00	01/24/07	
OTHER COSTS DELIVERY FEE	1	EA	407.0000	407.00	01/24/07	
OTHER COSTS QUANTITY DISCOUNT 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C. ***** EXTERIOR COLOR WHITE. N/C.	1	EA	1,500.0000-	1,500.00-	01/24/07	
ITEM 6 1/4 T. EXT. CAB PICKUP ITEM 6.	1	EA	14,996.0000	14,996.00	01/24/07	

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CITY OF PLANO

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P.O. Number 904143 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
DEPT. 634. PARK FIELD SERVICES. ONE (1) 1/4 TON EXTENDED CAB PICKUP IS A NEW ADDITION FOR ACCOUNT 01-634-8421. SUPPLEMENT 00634007. BUDGET AMOUNT \$27,000.00. CONTRACT VE03-06 (A23).					
PUBLISHED OPTIONS AUTOMATIC M30	1	EA	876.0000	876.00	01/24/07
PUBLISHED OPTIONS 3.5 L5 LK5	1	EA	1,051.0000	1,051.00	01/24/07
PUBLISHED OPTIONS POWER WINDOWS,LOCKS,MIRRORS POWER WINDOWS, LOCKS & MIRRORS ZQ6. ***** AIR CONDITION. INCLUDED.	1	EA	880.0000	880.00	01/24/07
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO: WG3, C56, 43S, CCC05, FED LED. ***** HIDEAWAY STROBE SWITCHES. INCLUDED.	1	EA	3,550.0000	3,550.00	01/24/07
OTHER COSTS DELIVERY FEE	1	EA	407.0000	407.00	01/24/07
OTHER COSTS QUANTITY DISCOUNT EXTERIOR COLOR WHITE. N/C. ***** 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C.	1	EA	1,500.0000-	1,500.00-	01/24/07
ITEM 7	3	EA	18,761.0000	56,283.00	01/24/07

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P.O. Number 904143 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
1/2 TON EXT. CAB PICKUP ITEM 7. DEPT. 422. CUSTOMER & UTILITY SERVICES. TWO (2) 1/2 TON EXT. CAB PICKUPS TO REPLACE UNITS 99300 & 99302. DEPT. 769. BACKFLOW OPERATIONS. ONE (1) 1/2 TON EXT. CAB PICKUP TO REPLACE UNIT 99320. ACCOUNT 071.8421 SUPPLEMENT 00071001 BUDGET AMOUNT \$27,000.00 EACH. CONTRACT VE03-06 (A26).					
PUBLISHED OPTIONS 5.3L FFV L59	3	EA	2,976.0000	8,928.00	01/24/07
PUBLISHED OPTIONS POWER WINDOWS,LOCKS,MIRRORS POWER WINDOWS & POWER MIRRORS 5B5. ***** AUTOMATIC M30. INCLUDED. ***** AIR CONDITION. INCLUDED.	3	EA	696.0000	2,088.00	01/24/07
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	3	EA	236.0000	708.00	01/24/07
PUBLISHED OPTIONS POWER LOCKS AU3	3	EA	162.0000	486.00	01/24/07
PUBLISHED OPTIONS TOW PACKAGE Z82	3	EA	294.0000	882.00	01/24/07
PUBLISHED OPTIONS HD SUSPENSION Z85	3	EA	95.0000	285.00	01/24/07
UNPUBLISHED OPTIONS PRIORITY SAFETY COMBO PRIORITY SAFETY COMBO,	3	EA	4,084.0000	12,252.00	01/24/07

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CITY OF PLANO

01/26/07

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P.O. Number 904143 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
6-WAY, TBKE, WG10, C63, 50S, CCC05, FED LED, HIDEAWAY STROBE.					
UNPUBLISHED OPTIONS CAB STEPS	3	EA	180.0000	540.00	01/24/07
OTHER COSTS DELIVERY FEE 5 YEAR/100,000 POWERTRAIN WARRANTY. N/C. ***** EXTERIOR COLOR WHITE. N/C.	3	EA	407.0000	1,221.00	01/24/07
OTHER COSTS QUANTITY DISCOUNT	3	EA	3,000.0000-	9,000.00-	01/24/07

Total Order

244,650.00

TermNet 30 Days

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal <i>WS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services		Initials	Date	
Department Head	Mark Jerome	Jimmy Foster	<i>JF</i>	2-5-07	
Dept Signature:	<i>FOR MARK JEROME</i>		City Manager	<i>JM</i>	
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of one (1) Mack Granite 14 yard Dump Truck in the amount of \$111,550.00 from Dallas Mack Sales through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#208-04)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	106,000	0	106,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-111,550	0	-111,550
BALANCE	0	-5,550		-5,550

FUND(S): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2006-07 approved budget for the replacement purchase of (1) 14 Yard Dump Truck. The overage will be funded through savings in other Rolling Stock purchases.

STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of one (1) Mack Granite 14 yard Dump Truck from Dallas Mack Sales through the Texas Association School Buyboard Purchase Program Contract #208-04. This is a scheduled replacement for unit #30408 per fiscal year 2006-07 for Dept. 762/Utility District #3 Account 071-8421. Over budget amount is due to up-grades in the chassis to pull a PUP trailer

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (Buyboard #208-04)

Total purchase price of this unit including buyboard fee is \$111,550.00

List of Supporting Documents: Memo, Agenda, Quote Sheet	Other Departments, Boards, Commissions or Agencies
--	--



MEMORANDUM

Date: January 26, 2007
To: Steve Tillman, Senior Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase one (1) Mack Granite 14 Yard Dump Truck from Dallas Mack Sales through the Texas Association School Buyboard Program Contract #208-04.

Base Price:	\$54,970.00
Published Options:	\$56,970.00
Incentive Discount	\$ -790.00
Buyboard Fee:	<u>400.00</u>
PURCHASE PRICE:	\$111,550.00
BUDGET AMOUNT:	\$106,000.00

NOTE: This is a scheduled replacement for unit 30408, Dept 762/Utility District #3. Over budget amount of \$5,550.00 is due to up-grades in the chassis to pull a PUP trailer.

Please reference Requisition No. 904148 .

Feel free to call me if you have any questions at extension 4182.

Cc: Jimmy Foster
Mark Jerome
Harry Shearouse
Mike Rapplean
Diane Palmer
Stephen Teiper

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Supplier DALLAS MACK SALES
 P O BOX 569040
 DALLAS TX 75356-9040

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

Ordered 01/26/07 Freight
 Requested 01/26/07 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
MACK GRANITE 14 YD DUMP TRUCK CONTRACT #208-04 IT IS THE REQUEST OF FLEET & EQUIPMENT SERVICES TO PURCHASE ONE (1) MACK GRANITE 14-YARD DUMP TRUCK FROM DALLAS MACK SALES THROUGH THE TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM CONTRACT #208-04. THIS IS A SCHEDULED REPLACEMENT FOR UNIT 30408, DEPT. 762. UTILITY DISTRICT #3. OVER BUDGET AMOUNT OF \$5,550.00 IS DUE TO UPGRADES IN THE CHASSIS TO PULL A PUP TRAILER.	1	EA	54,970.0000	54,970.00	01/26/07
ALLISON TRANSMISSION PUBLISHED OPTIONS	1	EA	16,675.0000	16,675.00	01/26/07
F14300# FRONT AXLE PUBLISHED OPTIONS	1	EA	2,205.0000	2,205.00	01/26/07
11R22.5 FRONT TIRES PUBLISHED OPTIONS	1	EA	1,250.0000	1,250.00	01/26/07
18.7 CFM AIR COMPRESSOR PUBLISHED OPTIONS	1	EA	2,250.0000	2,250.00	01/26/07
216" WHEELBASE	1	EA	1,705.0000	1,705.00	01/26/07

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CITY OF PLANO

01/26/07

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P.O. Number 904148 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS					
POWER DIVIDER LOCKOUT PUBLISHED OPTIONS	1	EA	2,470.0000	2,470.00	01/26/07
8.25X22.5 STEEL DISC WHEELS PUBLISHED OPTIONS	1	EA	2,475.0000	2,475.00	01/26/07
8.25X22.5 STEEL DISC FRONT WHEELS.					
RH 80 GALLON STEEL TANK PUBLISHED OPTIONS	1	EA	1,443.0000	1,443.00	01/26/07
ANTI-SWAY SPRINGS PUBLISHED OPTIONS	1	EA	1,935.0000	1,935.00	01/26/07
11R22.5 REAR TRACTION/TIRES PUBLISHED OPTIONS	1	EA	1,849.0000	1,849.00	01/26/07
VERTICAL EXHAUST PUBLISHED OPTIONS	1	EA	1,625.0000	1,625.00	01/26/07
MACK 440-46 PUBLISHED OPTIONS	1	EA	2,425.0000	2,425.00	01/26/07
REAR STEEL WHEELS PUBLISHED OPTIONS	1	EA	3,595.0000	3,595.00	01/26/07
14 CUBIC YARD DUMP BODY PUBLISHED OPTIONS	1	EA	7,000.0000	7,000.00	01/26/07
PINTLE HITCH PUBLISHED OPTIONS	1	EA	3,780.0000	3,780.00	01/26/07
TRANS. TORQUE RODS PUBLISHED OPTIONS	1	EA	1,450.0000	1,450.00	01/26/07
BENDIX AIR DRYER PUBLISHED OPTIONS	1	EA	950.0000	950.00	01/26/07

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CITY OF PLANO

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P.O. Number 904148 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
14300# FRONT SPRINGS PUBLISHED OPTIONS	1	EA	1,888.0000	1,888.00	01/26/07
INCENTIVE DISCOUNT UNPUBLISHED OPTIONS	1	EA	790.0000-	790.00-	01/26/07
BUYBOARD FEE		EA	.0000	400.00	01/26/07
				Total Order	
TermNet 30 Days				111,550.00	

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PLEASE REVIEW THE QUOTATION BELOW. THIS TRUCK CAN BE PURCHASED USING THE BUYBOARD CONTRACT NUMBER 208-04. TO ORDER SEND THIS PURCHASE ORDER TO STEVE FISHER, PH: 1-800-695-2919 EXT. 7153, FAX 800-211-5454.

PURCHASE ORDERS ARE TO BE MADE OUT TO THE VENDOR:
DALLAS MACK SALES, LP P.O. BOX 569040 DALLAS, TX 75356-9040
ATTN: DAVID CARROUM 800-299-6225 FAX: 214-630-0852

End User:	CITY OF PLANO, TEXAS	DATE:	1/25/2007
Prepared By:	DAVID CARROUM	CONTRACT	208-04
VENDOR:	DALLAS MACK SALES, LP	ITEM #	6
Description:	2008 MACK "GRANITE" CAB & CHASSIS FOR A DUMPTRUCK		
A Item Base Unit Price, Per BUYBOARD Contract:		A:	54970

B OPTIONS QUOTED				
Description	Cost	Description	Cost	
ALLISON TRANSMISSION	16675	VERTICAL EXHAUST	1625	
14300# FRONT AXLE	2205	MACK 440-46	2425	
11R22.5 FRONT TIRES	1250	REAR STEEL WHEELS	3595	
18.7 CFM AIR COMPRESSOR	2250	14 CUBIC YARD DUMPBODY	7000	
216" WHEELBASE	1705	PINTLE HITCH	3780	
POWER DIVIDER LOCKOUT	2470	TRANS. TORQUE RODS	1450	
8.25X22.5 STEEL DISC FRONT WHEEL	2475	BENDIX AIR DRYER	950	
RH 80 GALLON STEEL TANK	1443			
ANTI SWAY SPRINGS	1935	14300# FRONT SPRINGS	1888	
11R22.5 REAR TRACTION TIRES	1849	Subtotal From Additional Sheet(s):		
			Subtotal B:	56,970

C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)				
DESCRIPTION	COST	DESCRIPTION	COST	TOTAL
GOOD CUSTOMER DISCOUNT	-790			
			Subtotal From Additional Sheet(s):	
			Subtotal C:	(790)

D Miscellaneous Price Adjustments		
	Subtotal D:	-

E	TOTAL PRICE FOR ONE UNIT!!!		111,150	
	Quantity Ordered	X	1	
	TOTAL PRICE FOR UNIT!!!	Subtotal E:	111,150	
	BUYBOARD FEE ALREADY CHARGED ON OTHER QUOTES!!!!		400	
			Total Purchase Price (E+F+G):	111,550

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		2/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	2/2/07	
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):			Irene Pegues (7198) (Project No. 5736)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approval of an engineering services contract by and between the City and GSWW, Inc. in the amount of \$88,915 for design of Intersection Improvements – Jupiter, Park, Parker & Independence and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	89,000	0	89,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-88,915	0	-88,915	
BALANCE	0	85	0	85	
FUND(s): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2006-07 Street Improvement CIP. This item in the amount of \$88,915 will leave a current year balance of \$85 for the Intersection Improvements – Jupiter, Park, Parker & Independence project. STRATEGIC PLAN GOAL: Engineering design for intersection improvements relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
This agreement with GSWW, Inc. is for engineering design of Intersection Improvements – Jupiter, Park, Parker & Independence. This project includes improvements at the following five (5) intersections: Spring Creek Parkway at Jupiter Road; Park Boulevard at Enterprise Drive; Park Boulevard at Custer Road; Parker Road at Marsh Lane; and Parkhaven Drive at Independence Parkway The contract fee is for \$ 88,915 and is detailed as follows:					
Research and Data Collection	\$ 5,000				
Design Survey/Construction Control Survey	\$14,600				
Preliminary Design	\$34,356				
Signal Design	\$ 9,700				
Final Design	\$ 5,564				
Bid Phase Services	\$ 5,670				
Construction Administration	<u>\$ 9,000</u>				
TOTAL BASIC SERVICES	\$83,890				
Special Services (Survey for Right of Way)	<u>\$ 5,025</u>				
TOTAL FEES FOR ALL SERVICES	\$88,915				
Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$585,000.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Engineering Services Agreement			N/A		
Location Map					

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INTERSECTION IMPROVEMENTS – JUPITER, PARK, PARKER & INDEPENDENCE

PROJECT NO. 5736

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS – JUPITER, PARK, PARKER & INDEPENDENCE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Quinn G. Spann, Jr., P.E.
Associate/Sr. Project Manager
GSWW, Inc.
11117 Shady Trail
Dallas, TX 75229

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

GSWW, INC.
A Texas Corporation

DATE: _____

BY: _____
Steven D. Sanders, P.E.
Executive Vice President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2____, by **STEVEN D. SANDERS, P.E., EXECUTIVE VICE PRESIDENT**, of **GSSW, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2____, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**EXHIBIT A
SCOPE OF SERVICES**

**INTERSECTION IMPROVEMENTS – JUPITER, PARK, PARKER & INDEPENDENCE
PROJECT NUMBER 5736**

PROJECT DESCRIPTION:

This project includes preliminary and final design related professional engineering services for intersection improvements at five (5) locations in the City of Plano (paving will be with 10" reinforced concrete on compacted untreated subgrade). The locations are as follows:

1. Spring Creek Parkway at Jupiter Road – Install an additional left turn lane (approximate 250' storage) on Spring Creek Parkway for eastbound to northbound and a right turn lane (approximate 300' storage) for eastbound to southbound.
2. Park Boulevard at Enterprise Drive – Increase the turning radius (for a truck, WB-40) for westbound to northbound.
3. Park Boulevard at Custer Road – Install new right turn lanes for westbound to northbound and for southbound to westbound. Also, design the intersection to take out the high westbound bumps on Park. Note that special inlets at this location will need to be provided after the widening similar to those, which are existing. GSWW will look at the drainage area maps prepared with the different construction phases of Park and Custer to see the intended drainage patterns for the three existing inlets (and drainage pipes systems) in the area along the north side of Park (and if needed along the east curb of Custer, where an existing 60" pipe is located). GSWW will locate new inlets and profile the laterals that will connect to existing storm sewer systems with the intention of trying to capture more runoff into the existing pipe system. GSWW will use the top of pipe for a starting hydraulic grade line if the existing plans do not show one. If a new designed parallel storm system or upsizing of the existing system is requested or necessary, a contract modification will be negotiated for additional fee to be determined.
4. Parker Road at Marsh Lane – Reconstruction of the intersection. Remove existing road dips across Parker for eastbound and westbound traffic. This will involve the design and installation of an inlet/inlets and a related drainage system at the southwest corner using information from existing plans for the adjacent development to the greatest extent practical. GSWW will look at the existing drainage area maps for the development at the intersection to see the intended drainage patterns for the two existing inlets (and drainage pipe systems) in the area. GSWW will locate new inlets and profile the laterals that will connect into existing storm sewer systems with the

intention of trying to capture more runoff into the existing pipe system. GSWW will use the top of pipe for a starting hydraulic grade line if the existing plans do not show one. If a new parallel storm drain system or upsizing of the existing storm drain system is requested or necessary, a contract modification will be negotiated for additional fee to be determined. Construct intersection for future southbound lanes of Marsh Lane to end of radius with a barricade.

5. Parkhaven Drive at Independence Parkway – Increase turning radius (for a school bus) for northbound to eastbound direction. Create two westbound lanes, at 11' width F-F (right, left/through) from the existing single lane (left/through/right). The eastbound lane will be 14' F-F. If widening is required, it shall be from the south curb line and extend to the first intersection east of Independence. In order to provide proper intersection alignment information, the survey will need to extend through the Independence intersection to 200' west and to 200' east of the Quail Run intersection.

Special Design Considerations

It should be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well existing elevations will be matched with the proposed improvements.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

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Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

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

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance. Cross sections are for project design review and quantity takeoffs and may be a part of the final construction plan set if required for right turn lanes. They are not required for left turn lanes.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface

drainage conditions as related to the project. In addition, consideration must be given to portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, signs, markings, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items) must be added to the plan by the consultant.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22' x 34" size) at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'. (Can be combined with the paving plan sheets)
 - Quantity sheet (sheet by sheet breakdown of all quantities)
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets. A generic traffic control plan sheet (City will provide a sample) must be included. Construction phasing may be provided by either verbal description or by inclusion of a plan view layout. When reconstructing an intersection, normal phasing would be to remove and construct 1 lane at a time with high early strength concrete. Scale 1"= 20'.
 - Paving plan & profile sheets for street improvements. Note that all drives, sidewalk and barrier free ramps must be ADA compliant. Scale 1"= 20': H; 1"=5': V.
 - Drainage area maps (with drainage calculations) for street/drainage improvements (In general, a drainage study is required only where new storm drain is being installed on the project. A drainage study will be required for the Park Blvd. /Custer Road intersection at the northeast corner and for the southwest corner of the Parker/Marsh intersection. Analysis of the drainage system will be required as

pertains to any new inlet placements. A drainage study need is not anticipated at any other location. If required elsewhere, a design contract modification will be negotiated.) See "PROJECT DESCRIPTION" for a more detailed description of the engineer's responsibility pertaining to drainage design. Scale 1"= 100'.

- Storm drain improvement plan & profile sheets. Scale 1"= 20':H; 1"=5':V.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Plan view portion can be included in the paving plans. A separate plan sheet for details is required. Surface curb inlet protection shall not be used for existing curb inlets on existing thoroughfare pavement areas. Use "Depressed Back of Curb Sediment Trap" instead of silt fence to prevent silt onto roadway. Use "Pavement Replacement Sediment Trap" for areas where pavement will be removed for pavement widening. Use "Organic Filter Tube" instead of silt fence to prevent silt onto private property. Use City WORD file form for "City of Plano CIP Projects - SWPPP Operator Requirements" as part of SWPPP. A separate plan sheet is required for this item.
- Landscape and irrigation plan sheets. (Can be combined with paving plan sheets) Scale 1"= 20'.
- Final buttoning and signage plan sheets. Scale 1"= 40'.
- Traffic signal plans. Scale 1"= 20'. Although new signal locations are not proposed, there may be locations where existing signals will need to be relocated to allow for project improvements. The consultant will need to determine where these locations are required. If signal work is required, City standard signal sheets must be included in the plans and modified as appropriate by the engineer to reflect this specific project.
- Street Lighting Plans. Scale 1"=40'. Plans will show existing and proposed street light locations, pull boxes and conduits. Contract will install new foundations, pull boxes and conduit. (Can be included with paving plan sheets)
- Cross-sections. Scale 1"=20':H; 1" = 2':V.

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

3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare outline of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

6. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in “City of Plano “Standard construction Details”) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

G. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four(4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.

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4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans and seven (7) sets of the contract documents manual to the City for construction.

H. Construction Administration –

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

I. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) parcels of right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepared exhibits with the field notes first and drawings second. Each parcel shall have its own separate number.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

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**EXHIBIT B
COMPLETION SCHEDULE**

**INTERSECTION IMPROVEMENTS – JUPITER, PARK, PARKER & INDEPENDENCE
PROJECT NUMBER 5736**

Activity	Completion Time (Working Days)
1. Notice to Proceed	0
2. Research and Data Collection	14
3. Design Survey	30
4. Preliminary Design	84
5. City Review	30
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	35
7. City Review	30
8. Final Design/Documents for Bidding	30
9. City Review	15
10. Advertise for Bids	22
11. Receive Bids	0
12. Recommendation	4
13. Prepare Council Agenda	15
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	10
17. Notice to Proceed	10
18. Construction	240

Engineer completion times are based on working days (Monday through Friday, excluding City holidays) starting at Notice to Proceed or receipt of City reviews

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**EXHIBIT C
PAYMENT SCHEDULE**

**INTERSECTION IMPROVEMENTS – JUPITER, PARK, PARKER & INDEPENDENCE
PROJECT NUMBER 5736**

<u>WORK STAGE SUBMITTAL OR COMPLETION</u>	<u>TOTAL</u>
1. Research and Data	\$ 5,000
2. Design Survey/Construction Control Survey	14,600
3. Preliminary Design	34,356
4. Signal Design	9,700
5. Final Design	5,564
6. Bid Phase	5,670
7. Construction Administration	<u>9,000</u>
Total Basic Fee	\$83,890
8. Special Services –	
a. Permanent ROW Descriptions/Monuments (5@ \$805)	4,025
b. Temp. Construction Esmt. Descriptions (5@ \$200)	<u>1,000</u>
Total Special Services	\$ 5,025
Total Fee	\$88,915

* Construction Control Survey is included in Design Survey total.

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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



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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:
 General Liability _____ Professional Liability _____
 Automobile Liability _____

- 27. Liability policies are (indicate):

OCCURRENCE []	CLAIMS MADE []
Signature	Date
Insurance Agent (Print)	
Name of Insured	
Date	

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By:

Signature

Print Name

Title

Date

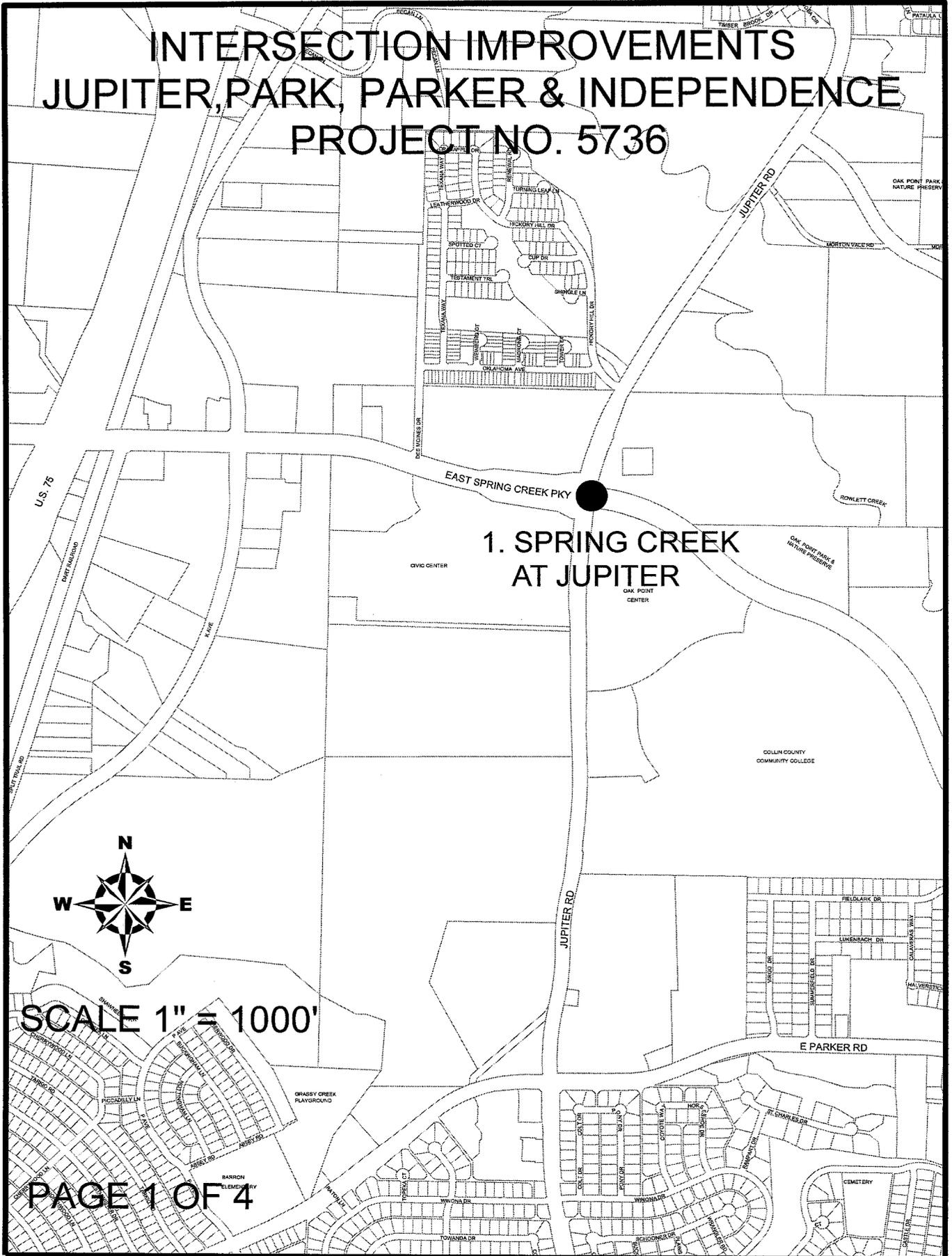
STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of Texas

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INTERSECTION IMPROVEMENTS JUPITER, PARK, PARKER & INDEPENDENCE PROJECT NO. 5736

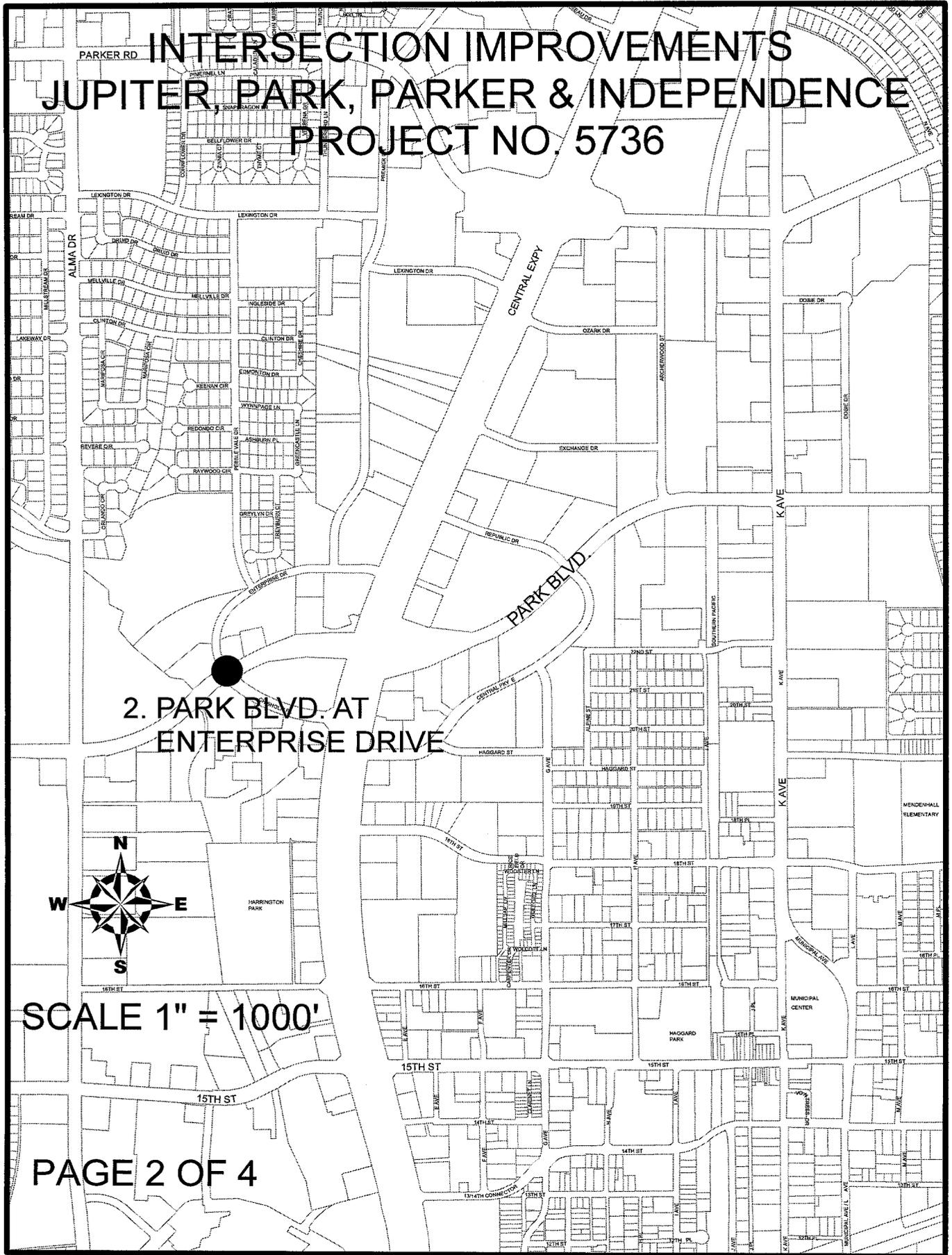


SCALE 1" = 1000'

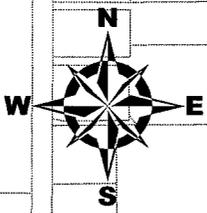
PAGE 1 OF 4

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INTERSECTION IMPROVEMENTS JUPITER, PARK, PARKER & INDEPENDENCE PROJECT NO. 5736



2. PARK BLVD. AT
ENTERPRISE DRIVE



SCALE 1" = 1000'

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INTERSECTION IMPROVEMENTS JUPITER, PARK, PARKER & INDEPENDENCE PROJECT NO. 5736

5. PARKHAVEN AT
INDEPENDENCE

3. PARK BLVD.
AT CUSTER



SCALE 1" = 1000'

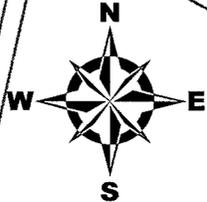
PAGE 3 OF 4

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INTERSECTION IMPROVEMENTS JUPITER, PARK, PARKER & INDEPENDENCE PROJECT NO. 5736

4. PARKER ROAD
AT MARSH LANE

CITY OF CARROLLTON

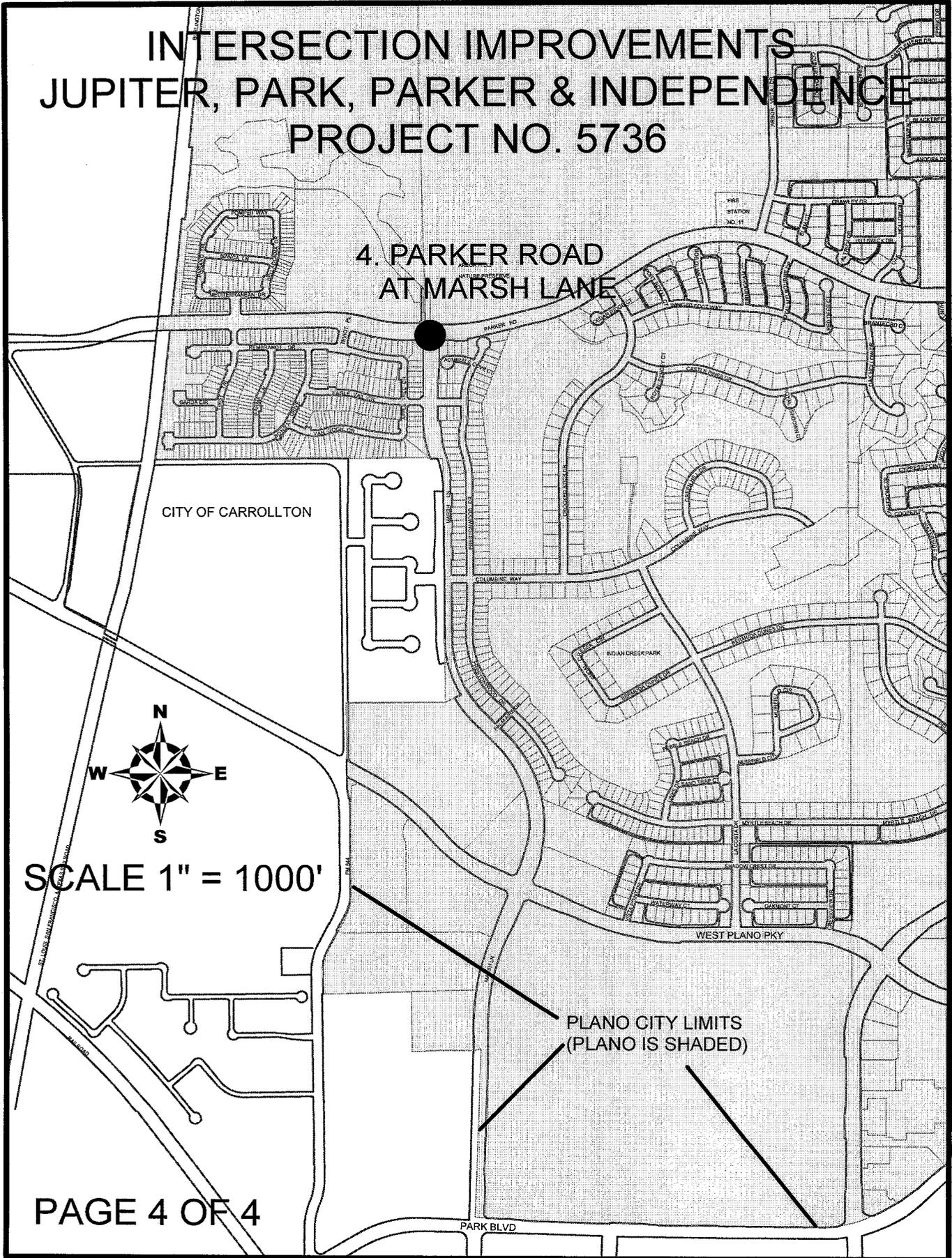


SCALE 1" = 1000'

PLANO CITY LIMITS
(PLANO IS SHADED)

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal <i>WSP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 2/6/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/7/07	
Agenda Coordinator (include phone #):		Pegues (7198) <i>[Signature]</i>	(Project No. 5735)		

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

CAPTION

Approval of an engineering services contract by and between the City and Dal-Tech Engineering, Inc. in the amount of \$81,690.00 for Alma Road Widening from Spicewood Drive to Hedgcoxe Road and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	820,000	820,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-81,690	0	-81,690
BALANCE	0	-81,690	820,000	738,310

FUND(S): 2006-07 STREET IMPROVEMENT COMMUNITY INVESTMENT PROGRAM

SUMMARY OF ITEM

This agreement with Dal-Tech Engineering, Inc. is engineering design for the widening of Alma Road from Spicewood Drive to Hedgcoxe Road. The contract fee is for \$81,690.00 and is detailed as follows:

Research Data Collection	\$ 2,340.00
Design Survey	\$15,031.00
Preliminary Design	\$27,275.00
Final Design	\$23,175.00
Bid Phase Services	\$ 3,025.00
Construction Phase Services	\$ 4,765.00
Construction Survey Control	\$ 1,594.00
Landscape and Irrigation	<u>\$ 4,485.00</u>
TOTAL	\$81,690.00

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$810,000.00.

List of Supporting Documents: Engineering Services Agreement Location Map	Other Departments, Boards, Commissions or Agencies N/A
---	---

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ALMA ROAD WIDENING FROM SPICEWOOD DRIVE TO HEDGCOXE ROAD

PROJECT NO. 5735 - CIP NUMBER 31383

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Alma Road Widening from Spicewood Drive to Hedgcoxe Road** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so.

Any such action by City is not to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Dal-Tech Engineering Inc.
Attention: Matt Stevens, P. E.
17311 Dallas Parkway, Suite 300
Dallas, TX 75248

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

DAL –TECH ENGINEERING, INC.
A Texas Corporation

DATE: _____

BY: _____
Sedi A. Toumani, P. E., PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **SEDI A. TOUMANI, P. E., President, of Dal-Tech Engineering, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, City Manager, of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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EXHIBIT "A"

SCOPE OF SERVICES

ALMA ROAD WIDENING FROM SPICEWOOD TO HEDGCOXE PROJECT NUMBER 5735 CIP NUMBER 31383

PROJECT DESCRIPTION:

The services to be provided for this project include preliminary design, development of construction plans and specifications, bid phase assistance, and construction phase services for the widening of Alma Road from Spicewood Drive to Hedgcoxe Road from four lanes to six lanes. Investigate drainage along Alma north of Bass Drive to Hedgcoxe Road. This will also include the landscaping and irrigation of the medians and street lighting bases with conduit.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to Standard Specifications for Public Works Construction
- Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

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B. Research and Data Collection –

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

C. Design Survey –

1. Set ground control for aerial photography survey of project
2. When underground utilities are exposed, tie to project control baseline.
3. Perform aerial flight for photography of project area.
4. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Geotechnical Report –

1. Utilize existing geotechnical data available from the City of Plano for improvements.

F. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - Quantity sheet.
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 20'.
 - Paving plan & profile sheets for street improvements. Scale 1"= 20'.
 - Drainage area maps for street improvements. Scale 1"= 100'.
 - Storm drain improvement plan & profile sheets. Scale 1"= 20'.
 - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.

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

2-10

3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare outline of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Parks
 - Public Works
 - Inspectors
 - Transportation
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

G. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans based on City design.
4. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit three sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

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H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish ten full size and 4 half size (11" x 17") sets of final construction plans and three sets of the contract documents manual to the City for construction.

I. Construction Administration –

1. Provide written responses to requests for information or clarifications.
2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two(2) CD-ROM disks containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

J. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project locations.

SPECIAL SERVICES:

- A. Landscaping and Irrigation –** Prepare landscape and irrigation plans for the median areas per City of Plano median landscaping criteria following Parks and Recreation Specifications.

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EXHIBIT "B"

**Alma Road Widening From Spicewood Drive to Hedgcoxe Road
Project Number 5735 / CIP No. 31383**

SCHEDULE OF WORK

Activity	Duration (working days)
Notice to Proceed	0
Project Survey	30
Prepare Design Schematic	10
City Review of Design Schematic	15
Preliminary Design	35
City First Review	20
Final Design & Preparation of Special Conditions and Technical Specifications	15
City Second Review	20
Revise Final Plans & Specifications	5
City Final Review	20
Assemble Bid Documents	5
Advertise for Bids	20
Receive Bids	1
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	30

A working day is defined as Monday through Friday, excluding City of Plano Holidays.
Right-of-way or easement acquisitions are not included in the schedule and will be in addition
to the above schedule.

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EXHIBIT "C"
COMPENSATION AND METHOD OF PAYMENT
Alma Road Widening From Spicewood Drive to Hedgcoxe Road
Project Number 5735 / CIP No. 31383

Dal-Tech Engineering, Inc., in consideration for the defined scope of services outlined in Exhibit A, has prepared the following schedule of professional fees for the project. Our fee includes complete surveying and civil engineering services to perform the scope described in Exhibit A.

Item	Description	Proposed Fee
Basic Services		
A.	Research Data Collection	\$ 2,340
B.	Design Survey	\$ 15,031
C.	Preliminary Design	\$ 27,275
D.	Final Design	\$ 23,175
E.	Bid Phase Services	\$ 3,025
F.	Construction Administration	\$ 4,765
G.	Construction Control Surveying	\$ 1,594
Total Basic Services Fee:		\$ 77,205
Special Services		
1.	Landscaping and Irrigation Design	\$ 4,485
Total Special Services:		\$ 4,485
Total Project Fee:		\$ 81,690

Basic Services - We will perform the professional engineering and surveying services listed in Exhibit A for a fee not to exceed the amount shown above.

Special Services - We will perform the special services outlined in Exhibit A for a fee not to exceed the amount shown above.

Notes:

- Should there be any change required in the scope of services for this project, then a change to the total fee will be determined and submitted to the City for approval prior to performing any of the work required by the change in scope.

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2007.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

;CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07		Reviewed by Legal <i>WSP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 2/6/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/6/07	
Agenda Coordinator (include phone #):		Pegues (7198) <i>SP</i>	(Project No. 5631)		

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

CAPTION

Approval of an engineering services contract by and between the City and Dunaway Associates, L.P. in the amount of \$63,615 for Screening Wall Replacement – Cloisters project and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	390,000	0	390,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-63,615	0	-63,615
BALANCE	0	326,385	0	326,385

FUND(S): 2006-07 STREET IMPROVEMENT COMMUNITY INVESTMENT PROGRAM

COMMENTS: Funds are included in the 2006-07 Street Improvement Community Investment Program. This item in the amount of \$ 63,615 will leave a current year balance of \$326,385 for the Screening Wall Replacement - Cloisters project.

STRATEGIC PLAN GOAL: Engineering design services for screening walls relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Dunaway Associates, LP is for engineering design for the Screening Wall Replacement – Cloisters project that includes sidewalk, landscape, irrigation, sediment, and erosion control. The contract fee is for \$63,615 and is detailed as follows:

Design Survey	\$13,200
Investigations and Preliminary Design	\$13,700
Preliminary Design	\$ 7,350
Final Design	\$ 4,900
Bid Phase Services	\$ 3,100
Printing and other reimbursables	\$ 5,760
Geotechnical	\$ 5,005
Structural	\$ 6,600
Construction Phase Services (including control staking)	<u>\$ 4,000</u>
TOTAL	\$63,615

Funding is available from the 2006-07 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$ 550,000.

List of Supporting Documents: Engineering Services Agreement, Location Map	Other Departments, Boards, Commissions or Agencies N/A
---	---

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SCREENING WALL REPLACEMENT - CLOISTERS
PROJECT NO. 5631
CIP Number 33- 37844
ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Dunaway Associates, L.P.
Brian Darby
1501 Merrimac Circle #100
Fort Worth TX 76107

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

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D. Successors and Assigns:

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

E. Severability:

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

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F. Effective Date:

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

SIGNED on the date indicated below.

**DUNAWAY ASSOCIATES, L.P., a
Texas Limited Partnership**

**BY: DUNAWAY GENPAR, LLC, a
Texas limited liability company,
General Partner**

DATE: _____

BY: _____
Stephen James, P.E.
Licensed Project Manager

DATE: _____

BY: _____
(Department Director or Officer)

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **STEPHEN JAMES, P.E., LICENSED PROJECT MANAGER** of **DUNAWAY GENPAR, LLC**, a Texas limited liability company, General Partner of **DUNAWAY ASSOCIATES, L.P.**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____, _____ by of **DUNAWAY GENPAR, LLC**, a Texas limited liability company, General Partner of **DUNAWAY ASSOCIATES, L.P.**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**EXHIBIT A
SCOPE OF SERVICES**

**SCREENING WALL REPLACEMENT – CLOISTERS
PROJECT NUMBER 5631
CIP Number 33-37844**

PROJECT DESCRIPTION:

The project includes the removal and replacement of existing screening walls with new screening walls along 15th Street (Highedge Drive to Wilson Drive), 15th Street (Stratford Drive to Mill Valley Drive), Coit Road (north of Whistler Drive), West Park Boulevard (west of Willowbrook Way) for a total distance of approximately 2,936 linear feet. The new screening walls are to match the brick screening walls in the surrounding area.

An erosion control plan will be included, as the area disturbed will be more than 5,000 square feet (City Ordinance).

BASIC SERVICES:

A. Investigations and Preliminary Design

1. Meet with City of Plano engineering staff and obtain design criteria, existing utility plans, existing easement information, plats, ROW maps and existing wall plans, Verify and establish project schedule.
2. Conduct a visual site investigation, document existing conditions with photographs and field notes.
3. Coordinate with surveyor to conduct survey.
4. Coordinate with geotechnical sub-consultant to perform geotechnical investigation.
5. Develop existing base plans based on plans obtained from City, survey information and site investigation.
6. Consider existing utilities and existing drainage conditions in design. Perform necessary hydraulic calculations.
7. Develop preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count);
 - Cover Sheet (1)
 - Quantity Sheet (1)
 - General Notes and Legend Sheet (1)
 - Demolition Sheet, Scale 1"=40', double plan (3)
 - Wall Layout Sheet, Scale 1"=20' (6)
 - Sidewalk Layout Sheet, Scale 1"=20', double plan (3)
8. Submit two sets of 22"x34" pre-final plans to City for review.

B. Pre-final Design

1. Meet with City to review comments from Preliminary Design.
2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count),
 - Cover Sheet (1)
 - Quantity Sheet (1)
 - General Notes and Legend Sheet (1)
 - Typical Section Sheet (1)
 - Demolition Sheet, Scale 1"=40', double plan (3)
 - Horizontal Control Sheet, 1"=40', double plan (2)
 - Wall Layout Sheet, Scale 1"=20' (6)
 - Wall Detail Sheets (6)
 - City Standard Wall Detail Sheets (2)
 - Sidewalk Layout Sheet, Scale 1"=20', double plan (3)
 - Sidewalk Detail Sheet (1)
 - Erosion Control Sheets (2), may be incorporated in plans.
 - Miscellaneous Detail Sheet (1)
3. Coordinate with structural sub-consultant
4. Coordinate with affected utilities such as water, gas, telephone, cable and electric to obtain accurate information for the location of their facilities.
5. Prepare an estimate of Construction quantities and develop the preliminary statement of probable construction cost.
6. Prepare outline of any special technical specifications needed for the project.
7. Submit two sets of 22"x34" pre-final plans to City for review.

C. Final Design

1. Meet with City to review comments from Pre-Final Design.
2. Revise Pre-Final plans incorporating comments from the City.
3. Coordinate with structural sub-consultant to address City comments
4. Finalize construction plans for proposed improvements.
5. Finalize specifications.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit two sets of prints and one set of mylars to the City.
8. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

D. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Submit a CD-ROM disk of the bid set plans in a PDF format.

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

E. Construction Administration

1. Provide written responses to requests for information or clarifications.
2. Prepare and process plan revisions associated with change orders.
3. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one set to the City and two (2) CD-ROM disks containing scanned images of the final "as constructed" drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SUBCONSULTANT SERVICES

A. Design Survey

1. Establish a horizontal and vertical control network for the project area. The network is to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation utilizing GPS/RTK methodology.
3. Tie right-of-way lines and corners, property lines and comers, trees three (3) inches in diameter and larger, walls, columns, sidewalks, edges of pavement, curb lines and other visible surface features to the project control baseline. Existing above ground utility structures shall be located and referenced by utility name (i.e.: TU Electric, GTE Telephone, Lone Star Gas, etc.).

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4. Vertical and topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts) and other improvements as needed within the project areas for the design.
5. Identify the street address and lot and block number of all adjacent properties to the proposed construction and show on drawings,,
6. Provide cross sections at fifty-foot (50') interval relative to the project baseline. These cross sections will be taken at twenty-foot (20') width along the project baseline (10' wide on both sides of the wall). Sections will not include adjacent street pavement sections. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.

B. Geotechnical

Provide 4 borings at locations determined by the engineer.

C. Structural

1. The structural design will be for the foundation and screening wall elements themselves. No other site structures or retaining walls will be included in the basic scope.
2. The look of the screening walls shall be determined by others. Presumably, the typical details provided by the City of Plano will be utilized. The City of Plano (or others) will select the color and type of materials visible to the public.
3. Provide a single design for all four locations. Where required, the wall design will incorporate a retaining wall/grade beam. The amount of soil retained on the high side will be no more than three feet.
4. Columns and foundations supporting the screening wall shall be placed no farther than ten (10) feet apart. The portion of the screening wall between columns shall be elevated above the adjacent grade.
5. In locations where existing utilities preclude the possibility of placing a pier directly under a column, a grade beam shall span between adjacent piers. Current available water and sewer utility location maps show that no utilities intersect the proposed locations of the new walls. If an unexpected utility is found during construction, the means to deal with that situation will be considered additional scope and will be billed on hourly basis in addition to the base fee.
6. Once the layouts of the screening walls are approved by the City of Plano, one structural design will be provided. Modifications due to changing requirements or unanticipated site conditions shall be negotiated under a separate scope.
7. It is assumed that the City of Plano will contract a materials testing firm, presumably the same firm hired to provide geotechnical recommendations, to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials.

Services not Included in this Contract

1. The Engineer will not provide any design for relocation of utilities for the project.
2. The Engineer will not set horizontal or vertical control stakes for construction.
3. Easements will not be prepared.
4. The Engineer will not review shop drawings and submittals.
5. The Engineer will not provide any site visits during the course of construction.

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**EXHIBIT B
SCHEDULE OF WORK**

**SCREENING WALL REPLACEMENT – CLOISTERS
PROJECT NUMBER 5631
CIP Number 33-37844**

	Activity	Duration (Calendar Days)	Anticipated Completion Date
1	Notice to Proceed	1	02/01/07
2	Existing Plans Investigation	2	02/05/07
3	Site Investigation	2	02/07/07
4	Topographic Survey	42	03/21/07
5	Geotechnical Investigation	28	03/21/07
6	Develop existing base plans	7	03/28/07
7	DA Map and Hydraulic Analysis	3	04/02/07
8	Preliminary Construction Plans	17	04/19/07
9	Preliminary QA/QC	3	04/24/07
10	Preliminary Design Submittal	1	04/25/07
11	City Preliminary Review	21	05/16/07
12	Incorporate Preliminary Review Comments	7	05/23/07
13	Preliminary Structural Design	14	06/06/07
14	Sidewalk Design	4	06/12/07
15	Typical Sections	2	06/14/07
16	Pre-Final construction plans	12	06/26/07
17	Utility Coordination	2	06/28/07
18	Pre-Final Opinion of Probable Construction Costs	3	06/29/07
19	Pre-Final Technical Specifications Outline	3	07/02/07
20	Pre-Final QA/QC	3	07/05/07
21	Pre-Final Design Submittal	1	07/06/07
22	City Pre-Final Review	21	07/27/07
23	Incorporate Pre-Final Review Comments	7	08/03/07
24	Final Structural Design	14	08/10/07
25	Final Construction Plans	7	08/17/07
26	Final Opinion of Probable Construction Costs	3	08/22/07
27	Final Specifications	7	08/29/07

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28	Final QA/QC	3	09/03/07
29	Final Design Submittal	1	09/04/07
		Duration	Anticipated
	Activity	(Calendar Days)	Completion Date
30	City Final Review	7	09/11/07
31	Distribute Final Plans to Utilities	2	09/13/07
32	Advertise for Bids	28	10/11/07
33	Receive Bids	1	10/12/07
34	Recommendation	4	10/18/07
35	Council Award	21	11/08/07
36	Execute Contract	42	12/20/07
37	Preconstruction Conference	14	01/03/08
38	Notice to Proceed	10	01/14/08
39	Construction		

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EXHIBIT C

PAYMENT SCHEDULE

SCREENING WALL REPLACEMENT – CLOISTERS

PROJECT NUMBER 5631

CIP Number 33-37844

(All fees “Not to Exceed” without prior approval)

WORK STAGE SUBMITTAL OR COMPLETION	FEE AMOUNT
BASIC SERVICES	
A. Investigations and Preliminary Design	\$ 13,700
B. Pre-Final Design	\$ 7,350
C. Final Design	\$ 4,900
D. Bid Phase Services	\$ 3,100
E. Construction Administration	\$ 4,000
Subtotal Basic Services	\$ 33,050
SUBCONSULTANT SERVICES	
A. Design Survey	\$ 13,200
B. Geotechnical	\$ 5,005
C. Structural	\$ 6,600
Subtotal Subconsultant Services	\$ 24,805
DIRECT COSTS	
Reproduction / Printing (8.5" x 11" @ \$0.20 / sheet @ 1,800 sheets)	\$ 360
Reproduction / Printing (22" x 34" @ \$2.00 / sheet @ 2,160 sheets)	\$ 4,380
Mylar (24" x 36" @ \$9.00 / sheet @ 30 sheets)	\$ 270
Mailing / Fed-Ex / Messenger (\$15.00 / each @ 50)	\$ 750
Subtotal Direct Costs	\$ 5,760
TOTAL FEE	<hr/> \$ 63,615

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Mike Ryan</i>		City Manager	<i>EM</i>	2/12/07
Agenda Coordinator (include phone #): January Cook X7376					

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

CAPTION

Approval of contract by and between the City and Remote Services Inc. for Technical Consultant for JDEdwards EnterpriseOne ERP System, and authorizing the City Manager or his designee to execute all necessary documents (RFQ No. 2007-14-C).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	109,200	0	109,200
Encumbered/Expended Amount	0	0	0	0
This Item	0	-109,200	0	-109,200
BALANCE	0	0	0	0

FUND(S): TECHNOLOGY SERVICES FUND

COMMENTS: This item is included in the approved FY 2006-07 Budget. Expenditures will be made out of the Technology Services Department within approved budget appropriations. The annual amount is \$109,200.

STRATEGIC PLAN GOAL: Providing technical support for the City's financial ERP system relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends approval of contract between the City and Remote Services Inc., conditioned upon timely execution of any necessary contract documents. Remote Services Inc. was the best qualified consultant responding to RFQ No. 2007-14-C for Technical Consultant for JDEdwards EnterpriseOne ERP System. A contract was successfully negotiated, and services will be provided to the City for a fee of \$109,200 per year. The term of the contract will be one year with three City optional one year renewals.

List of Supporting Documents: Memo Recap	Other Departments, Boards, Commissions or Agencies
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CITY OF PLANO

Request for Qualifications No. 2007-14-C RFQ – Technical Consultant for JDEdwards EnterpriseOne ERP System

RECAP

Opening Date/Time: October 30, 2006 @ 4:00pm

Number of Vendors Notified: 973

Vendors Submitting "No Response": None

Vendors Submitting Proposal

Final Combined Evaluation Score

Bellsoft Inc.	2.00
The Evolvers Group LP	1.87
Leverage Consulting, LLC	4.60
Remote Services Inc.	5.00

Recommended Vendor

Remote Services Inc.	\$109,200
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January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

February 5, 2007

Date

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MEMORANDUM:

DATE: January 26, 2007
TO: Mike Ryan, Chief Purchasing Officer
FROM: Jim Miller, Financial Systems Administration
SUBJECT: Recommendation of Award for RFQ No. 2007-14-C
Technical Consultant for JDEdwards EnterpriseOne ERP System

The JDEdwards Technical Committee was comprised of three representatives from the City of Plano. The committee reviewed four proposals submitted in response to the above mentioned RFQ. Evaluations were conducted by each individual committee member, and each proposal was scored based on the evaluation criteria contained in the RFQ.

Total scores clearly identified two vendors for further consideration: Remote Services, Inc. and Leverage Consulting, LLC. One of the qualifications that was appealing about Remote Services, Inc. was its local presence and its ability to respond to the City's needs in a time of emergency (II. Scope of Services, A. 13). However, overall, both vendors scored the same in the Depth of Qualifications criteria.

Remote Services, Inc. earned a higher score than Leverage Consulting, LLC in the Experience criteria. In particular, Remote Services, Inc. seemed to have more experience on the AS/400 platform, with 12 years of continuous experience. Additionally, Remote Services, Inc. had a slight advantage in its ability to keep all phases and components of JDEdwards EnterpriseOne available with very little down time, partially due to their aforementioned local presence.

Based on the total evaluation scores, the committee entered into contract negotiations with Remote Services, Inc. A successful agreement was reached in terms of payment for services to be rendered.

Therefore, the JDEdwards Technical Committee recommends that the City of Plano enter into a contract with Remote Services, Inc. in the amount of \$109,200 annually. The term of the contract will be one (1) year, with three (3) City optional renewal periods. If all renewal periods are exercised, the negotiated price will save the City in excess of \$100,000 compared to the fee that the City is currently paying for this service.

Please advise if you have any questions.

cc: January Cook

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal <i>wb</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	1-26-07	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	<i>[Signature]</i>	1/26/07	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5556		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

To Wiginton Hooker Jeffry, P.C., increasing the professional services contract by \$93,725.00 for Fire Station No. 12 and Emergency Operations Center and Storage Complex, providing research, design services, specifications and documentation required to submit the facilities for LEED Certification, Contract Modification No. 1.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,850,808	2,949,192	8,073,000	12,873,000
Encumbered/Expended Amount	-1,850,808	-913,377	0	-2,764,185
This Item	0	-93,725	0	-93,725
BALANCE	0	1,942,090	8,073,000	10,015,090

FUND(S): FIRE FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Fire Facilities CIP. This contract modification, in the amount of \$93,725, will leave a current year balance of \$1,942,090 for the Station 12/Logistics Facility & EOC project.
STRATEGIC PLAN GOAL: Professional design service for fire facilities relates to the City's Goal of Premier City in which to live.

SUMMARY OF ITEM

Additional research, design services, specification and documentation are required to submit the facilities for LEED Certification. Silver Level Certification has been established as the Target Level. This change increases the contract by 9.03%.

The revised contract amount is \$1,131,675.00.

List of Supporting Documents: Contract Modification No. 1	Other Departments, Boards, Commissions or Agencies N/A
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CONTRACT MODIFICATION

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

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

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

Services:

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

SECTION II Scope of Services – Exhibit A, is amended as follows:

PARAGRAPH 3 Additional Services – add the following:

3.5 ADDITIONAL SERVICES PROVIDED

3.5.1 The Architect and Consultants will provide Research, Design Services, Specifications and Documentation required to submit the facilities for LEED Certification. Silver Level Certification has been established as the Target Level.

SECTION IV Compensation and Method of Payment – Exhibit C, is amended as follows:

PARAGRAPH 1.3 Compensation for Additional Services – add the following:

1.3.3 For additional services of the Architect and Consultants, as described in Article 3.5.1 of Exhibit A, compensation shall be \$93,725. Additional services fees for this work shall be billed on a basis of 30% of the fee during Design Development, 35% of the fee during Construction Documentation, and 35% of the fee during Construction Administration.

Handwritten signature or initials, possibly "W-2", in black ink.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$93,725. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	<u>\$ 1,037,950.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 1,037,950.00</u>
Amount, Modification No. 1	<u>\$ 93,725.00</u>
Revised Contract Amount	<u>\$ 1,131,675.00</u>
Total Percent Increase Including Previous	<u>9.03%</u>

CITY OF PLANO
OWNER

WIGINTON HOOKER JEFFRY, P.C.
CONSULTANT

By: _____
(signature)

By: 
(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: Anthony M. Jeffry

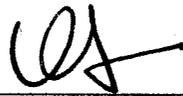
Print Title: City Manager

Print Title: Vice President

Date: _____

Date: 1/24/07

APPROVED AS TO FORM:

By: 
FWR Diane C. Wetherbee, City Attorney

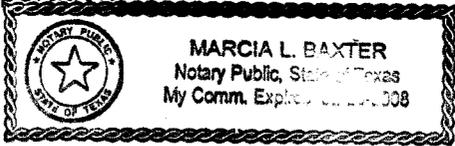
0-3

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 24th day of JANUARY, 2007, by **ANTHONY M. JEFFRY, VICE PRESIDENT** of **WIGINTON HOOKER JEFFRY, P.C.**, a **TEXAS** corporation, on behalf of said corporation.



Marcia L. Baxter
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07	Reviewed by Legal ^{WS}	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	1-26-07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/26/07
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5526	

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

CAPTION

To Core Construction increasing the contract by \$105,557.00 for the Tom Muehlenbeck Center project, Change Order No. 1 (Bid No. 2006-39-B).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,435,418	15,210,582	0	21,646,000
Encumbered/Expended Amount	-6,435,418	-13,559,639	0	-19,995,057
This Item	0	-105,557	0	-105,557
BALANCE	0	1,545,386	0	1,545,386

FUND(S): RECREATION CENTER FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Recreation Center Facilities CIP. This change order, in the amount of \$105,557, will leave a current year balance of \$1,545,386 for the Tom Muehlenbeck Center project.

STRATEGIC PLAN GOAL: Construction modification for recreation centers relates to the City's Goal of Premier City in which to live.

SUMMARY OF ITEM

This change order, in the amount of \$105,557.00, is for reconciliation of pier depths, revisions to electrical and communications raceways, and modification to finishes at the Tom Muehlenbeck Center. This change is an increase of .55% of the contract. This change order also adds 8 days to the contract.

The revised contract amount is \$19,457,557.00.

List of Supporting Documents: Change Order No. 1	Other Departments, Boards, Commissions or Agencies N/A
---	---

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CHANGE ORDER NO. 1

**TOM MUEHLENBECK CENTER
PROJECT NO. 5526
PURCHASE ORDER NO. 103005
CIP NO. 23405
BID NO. 2006-39-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 **CORE CONSTRUCTION** for the **TOM MUEHLENBECK CENTER PROJECT**, dated **MARCH 21, 2006**.

B. DESCRIPTION OF CHANGE

The change order is for reconciliation of pier depths, revisions to electrical and communications raceways, and modification to finishes.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	AMT. OF CHANGE
1	Core's Proposed Change Order (PCO) #14. "Phase I" pier reconciliation.	\$67,542.00
2	Core's Proposed Change Order (PCO) #32. "Phase 2" pier reconciliation.	\$8,577.00
3	Core's Proposed Change Order (PCO) #36. Reconcile hardware with final access/egress direction.	-\$1,708.00
4	Proposal Request #8 (PCO#19). Revise communications raceways.	\$14,391.00
5	Proposal Request #15 (PCO#20). Outlet revisions and fitness equipment coordination.	\$22,196.00
6	Proposal Request #16 (PCO#23). Connect subsoil drainage of outdoor pools to sump.	\$0.00
7	Proposal Request #18 (PCO#28). Revise concrete flooring finishes.	-\$9,135.00
8	Proposal Request #22 (PCO#27). Omit 170 SF of acoustical wall panels at lap pool.	-\$1,122.00
9	Proposal Request #23, Item 2 (PCO#30). Coordinate lobby lighting with art.	\$8,713.00
10	Proposal Request #26 (PCO#34). Reduce tree lighting.	-\$3,897.00
	TOTAL:	\$105,557.00

Original Contract Amount	\$ 19,352,000.00
Contract Amount (Including Previous Change Orders)	\$ 19,352,000.00
Amount, Change Order No. 1	\$ 105,557.00
Revised Contract Amount	\$ 19,457,557.00
Total Percent Increase Including Previous Change Orders	0.55%

P-2

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 8 day(s) to this project:

Original Contract Time	<u>336 working days</u>
Amount (Including Previous Change Orders)	<u>336 working days</u>
Amount, Change Order No. 1	<u>8 working days</u>
Revised Contract Time	<u>344 working days</u>
Total Percent Increase Including Previous Change Orders	<u>2.38%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **CORE CONSTRUCTION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated **MARCH 21, 2006**.

OWNER: CITY OF PLANO

CONTRACTOR: CORE CONSTRUCTION

By: _____
(signature)

By: _____
(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: TAYSEER HOURANI

Print Title: City Manager

Print Title: SR. PROJECT MANAGER

Date: _____

Date: 1/19/2007

APPROVED AS TO FORM:

By: 
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 19th day of JANUARY,
2007, by TAYSEER HOURANI, SR. PROJECT MANAGER of **CORE CONSTRUCTION**,
a **TEXAS** corporation, on behalf of said corporation.



Linda Sweeney

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____,
2007, 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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CHANGE ORDER

BRINKLEY SARGENT ARCHITECTS

Distribution: OWNER ARCHITECT CONTRACTOR FIELD OTHER

PROJECT: **Tom Muehlenbeck Center** CHANGE ORDER NUMBER: **01**
 P.O. Box 860358
 Plano, Texas 75086
 TO: Core Construction
 10625 North County Road
 Frisco, Texas 75034 INITIATION DATE: January 12, 2007
 Owner: **City of Plano** PROJECT NO: 20408
 P.O. Box 860358
 Physical address:
 1520 Avenue K, 75074
 Plano, Texas 75086
 CONTRACT FOR: General Construction CONTRACT DATE: March 21, 2006
 NTP: April 13, 2006

You are directed to make the following changes in this Contract:

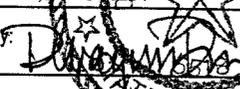
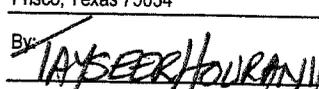
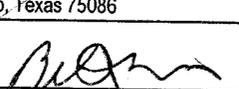
Item 1:	Core's Proposed Change Order (PCO) #14. "Phase 1" pier reconciliation.	\$67,542
Item 2:	Core's Proposed Change Order (PCO) #32. "Phase 2" pier reconciliation.	\$8,577
Item 3:	Core's Proposed Change Order (PCO) #36. Reconcile hardware with final access/egress direction.	(\$1,708)
Item 4:	Proposal Request #8 (PCO#19). Revise communications raceways.	\$14,391
Item 5:	Proposal Request #15 (PCO#20). Outlet revisions and fitness equipment coordination	\$22,196
Item 6:	Proposal Request #16 (PCO#23). Connect subsoil drainage of outdoor pools to sump.	\$0
Item 7:	Proposal Request #18 (PCO#28). Revise concrete flooring finishes.	(\$9,135)
Item 8:	Proposal Request #22 (PCO#27). Omit 170 SF of acoustical wall panels at lap pool.	(\$1,122)
Item 9:	Proposal Request #23, Item 2 (PCO#30). Coordinate lobby lighting with art.	\$8,713
Item 10:	Proposal Request #26 (PCO#34). Reduce tree lighting.	(\$3,897)
Total for this Change Order		\$ 105,557

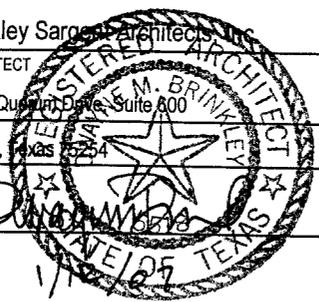
Not valid until signed by both the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$	19,352,000.00
Net change by previously authorized Change Orders	\$.00
The Contract Sum prior to this Change Order was	\$	19,352,000.00
The Contract Sum will be increased by this Change Order	\$	105,557.00
The new Contract Sum including this Change Order will be	\$	19,457,557.00

The Contract Time will be changed by adding **eight (8) days**
 The Date of Substantial Completion is May 30, 2007.

Brinkley Sargent Architects, Inc.	Core Construction	City of Plano
ARCHITECT	CONTRACTOR	OWNER
5000 Quorum Drive, Suite 600	10625 North County Road, Suite 100	P.O. Box 860358
Dallas, Texas 75234	Frisco, Texas 75034	Plano, Texas 75086
By: 	By: 	By: 
Date: 1/12/2007	Date: 1/12/2007	Date: 1/12/2007 P-5





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07	Reviewed by Legal <i>JM</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis M. Jarrell	Executive Director	<i>[Signature]</i>	<i>2/2/07</i>
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	<i>2/2/07</i>
Agenda Coordinator (include phone #): Lynn Trotter, ext. 7156				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution approving the licensing agreement for the purchase of digital aerial photography, planimetrics, and topographic data by and between the City of Plano and the North Central Texas Council of Governments (NCTCOG), not to exceed \$51,983.00				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-2007	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	440,847	0	440,847
Encumbered/Expended Amount	0	-116,051	0	-116,051
This Item	0	-51,983	0	-51,983
BALANCE	0	272,813	0	272,813
FUND(s): GENERAL FUND, MUNICIPAL DRAINAGE FUND, WATER & SEWER FUND AND TECHNOLOGY FUND				
COMMENTS: Digital photography, planimetrics and topographic data relate to the City's Goal of Service Excellence.				
SUMMARY OF ITEM				
A license agreement between the North Central Council of Governments (NCTCOG) and the City of Plano where NCTCOG will provide 2007 digital aerial photography, planimetrics, and topographic data for use by the City of Plano for an amount not to exceed \$51,983.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				
License Agreement				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A LICENSING AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; PROVIDING TERMS AND CONDITIONS FOR THE PURCHASE OF DIGITAL AERIAL PHOTOGRAPHY, ELEVATION CONTOURS, AND PLANIMETRICS IN THE AMOUNT OF \$51,983; AUTHORIZING EXECUTION OF THE LICENSE AGREEMENT BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Council of Governments (hereinafter called "NCTCOG") has an interest in assisting local governments in providing information for planning, engineering, public safety, and municipal management; and;

WHEREAS, the City of Plano (hereinafter called "City") wishes to update its geographic information system database to include the most current digital aerial photography, elevation contours, and planimetrics available through NCTCOG; and

WHEREAS, the City has determined that the acquisition of the digital aerial photography provides a valuable resource for a multitude of uses throughout the City and thus serves a valid public purpose; and

WHEREAS, the City has been presented a proposed License Agreement by and between City of Plano and NCTCOG in the amount of **FIFTY ONE THOUSAND, NINE HUNDRED AND EIGHTY THREE AND 00/100 DOLLARS (\$51,983)**, 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:

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.

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

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

DULY PASSED AND APPROVED THIS THE 12TH DAY OF FEBRUARY, 2007.

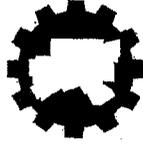
Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



North Central Texas Council of Governments

**AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF PLANO**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has an interest in assisting local governments in providing information for planning, engineering, public safety, and municipal management;

WHEREAS, the **CITY OF PLANO** (Entity), wishes to have its map-based information system include the most current digital aerial photography, elevation contours, and/or planimetrics and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose;

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can fulfill this need, and NCTCOG is willing to reciprocate; and

NOW THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography, elevation contours, and planimetrics.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in Appendix B. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to insure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

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A. Licensed Operating Environment

- (1) Operating Equipment. In exchange for monetary consideration listed in section III, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.
- (3) Mandatory Copyright Notice. Any permitted printing or reproduction of output material generated by the NCTCOG data product requires a copyright notice. As a courtesy to the participating Entity, the copyright notice can include the Entity name.

Copyright 2007, North Central Texas Council of Governments

Or

Copyright 2007, **CITY OF PLANO**, and the North Central Texas Council of Governments

11/21/2006

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II. DELIVERABLES

The items listed in section II and III are based on the results of the online order interest form (http://gis.nctcog.org/cost_estimates.asp) that was completed by **RON REYNOLDS, MANAGER**.

Coverage Area

CITY LIMITS

Aerial Photography Resolution

6 inch

Aerial Photography Format

MrSID, TIFF

Elevation Contours Format

SHP

Planimetrics

- | | |
|--------------------|-------------------------------------|
| Bridges | <input checked="" type="checkbox"/> |
| Buildings | <input checked="" type="checkbox"/> |
| Fences | <input checked="" type="checkbox"/> |
| Lakes | <input checked="" type="checkbox"/> |
| Parking Lots | <input checked="" type="checkbox"/> |
| Stream Centerlines | <input checked="" type="checkbox"/> |
| Stream Edges | <input checked="" type="checkbox"/> |
| Road Edges | <input checked="" type="checkbox"/> |
| Sidewalks | <input checked="" type="checkbox"/> |
| Tree Canopy | <input checked="" type="checkbox"/> |
| Pools | <input checked="" type="checkbox"/> |
| Driveways | <input checked="" type="checkbox"/> |
| Pavement Pads | <input checked="" type="checkbox"/> |

11/21/2006

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III. OBLIGATIONS

Upon delivery of the products listed in section II, NCTCOG shall invoice the Entity for the stipulated amounts listed below.

Product	Amount
Aerial Photography	\$5,846.09
Elevation Contours	\$12,401.51
Planimetrics	\$33,735.07
Total	\$51,982.67

You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number _____ (Please enter a PO number if blank).

Payment Years
FY 2007

Invoice Dates
Delivery date

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity had thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

Upon completion of the 30-day review period, the participating Entity agrees to compensate NCTCOG to replace any lost or damaged data, at a cost of \$100 per CD or \$250 per DVD. If data was delivered via portable hard drive, a cost of \$500 will be charged for additional deliveries.

IV. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity would also reimburse NCTCOG for staff time billed to the project up to termination.

11/21/2006

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V. AFFIDAVIT OF PROHIBITED INTEREST

NCTCOG acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render this Agreement null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland 11/22/06
 Mike Eastland Date
 Executive Director
 616 Six Flags Drive, Suite 200
 Arlington, Texas 76011

CITY OF PLANO

 Signature Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

APPROVED AS TO FORM:

Paul Mims
 FOR DWANE WETHERBEE, CITY ATTORNEY

11/21/2006

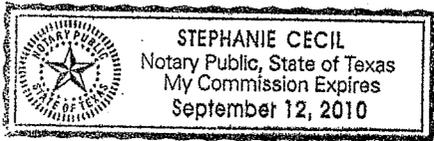
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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Mike Eastland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the above for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 27 day of Nov, 2006.



Stephanie Cecil

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the _____ the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

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APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Mike Sudac		Mick Maguire	
Title:	GIS Supervisor		RIS Program Manager	
Department:	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip:	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 608-2357	(817) 640-4428	(817) 704-2519	(817) 640-4428
E-mail:	msudac@nctcog.org		mmaguire@nctcog.org	

CITY OF PLANO

	MAIN CONTACT	
Name:	RON REYNOLDS	
Title:	MANAGER	
Department:	GIS	
Street Address:	1520 K AVENUE, SUITE 250, PO BOX 860358	
City, Zip:	PLANO, 75086-0358	
Phone/Fax:	(972) 941-7242	(972) 941-7397
E-mail:	ronr@plano.gov	

11/21/2006

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

WHEREAS, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

WHEREAS, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Attachment "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

WHEREAS, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded.

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

Section I. The City Council of the City of Plano, Texas, finds and determines that the tax payments listed in Attachment "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Tax Assessor/Collector for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

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

DULY PASSED AND APPROVED this _____ day
of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**KENNETH L. MAUN
TAX ASSESSOR COLLECTOR**

COLLIN COUNTY
1800 N. GRAVES ST., STE 170
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020

METRO (972) 424-1460 ext. 5020
FAX (972) 547-5053

Email: taxassessor@co.collin.tx.us

January 9, 2007

Plano City
Karen Rhodes
P.O. Box 860358
Plano, TX 75086-0358

Dear Ms. Rhodes:

Please place a request for approval of the following "Overpayment Refund Listing" on the agenda for the next Plano City Council Meeting. The amount of refunds requested for the overpayment listings is: **\$229.23**

Each listing and the amounts are as follows:

OPAP#1	\$229.23	OPAP#8
OPAP#2		OPAP#9
OPAP#3		OPAP#10
OPAP#4		OPAP#11
OPAP#5		OPAP#12
OPAP#6		OPAP#13
OPAP#7		OPAP#14

The listings represent refunds caused by overpayments.
All requests for refunds of ad valorem taxes are substantiated by documentation that is available upon request.

Please notify our office upon Council approval so that we may issue and mail the checks.

If you have any questions, please let me know.

Sincerely,


Kenneth L. Maun
Tax Assessor Collector

KLM:br
Enclosure

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal <i>eb</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes		Executive Director	
Dept Signature:	<i>Karen M Rhodes</i> ^{AB}		City Manager <i>JKR</i> ^{2/7/07}	
Agenda Coordinator (include phone #): Anita Bell x7194				
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 FIRST AMENDMENT TO THE CONTRACT WITH DAVID MCCALL OF GAY, MCCALL, ISAACKS, GORDON, MAY & ROBERTS, P.C. TO ALLOW THE COLLECTION OF TAXES ON TANGIBLE PERSONAL PROPERTY THAT BECOME DELINQUENT ON OR AFTER FEBRUARY 1, 2007 AS PERMITTED BY SECTION 33.11, TAX CODE: AUTHORIZING ITS EXECUTIVE BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS:				
SUMMARY OF ITEM				
First amendment to contract for the collection of deliquent taxes.				
List of Supporting Documents: First Amendment - Attachment A		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE FIRST AMENDMENT TO THE CONTRACT WITH DAVID MCCALL OF GAY, McCALL, ISAACKS, GORDON, MAY & ROBERTS, P.C. TO ALLOW THE COLLECTION OF TAXES ON TANGIBLE PERSONAL PROPERTY THAT BECOME DELINQUENT ON OR AFTER FEBRUARY 1, 2007 AS PERMITTED BY SECTION 33.11, TAX CODE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a First Amendment to the contract between the City of Plano and David McCall of Gay, McCall, Isaacks, Gordon, May & Roberts to allow the collection of taxes on tangible personal property that become delinquent on or after February 1, 2007 as permitted by Section 33.11, Tax Code, a substantial copy of said amendment is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and,

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

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

Section I. The terms and conditions of the First Amendment, 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 First Amendment 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 Amendment.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-2

FIRST AMENDMENT TO
CONTRACT FOR THE COLLECTION
OF DELINQUENT TAXES

THE STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

This FIRST AMENDMENT to the CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES, which Contract is dated October 3rd, 2003, is made and entered into by and between the CITY OF PLANO, a political subdivision of the State of Texas, acting by and through its governing body, hereinafter called "First Party", and DAVID MCCALL of GAY, McCALL, ISAACKS, GORDON, MAY & ROBERTS, P.C. of Plano, Texas, hereinafter called "Second Party".

I.

Section I. is amended by adding subsection C. as follows:

- C. Taxes that become delinquent on tangible personal property on or after February 1, 2007 become subject to the terms of this contract on the 60th day after the date the taxes become delinquent.

This first amendment is executed on behalf of First Party by its City Manager, Mr. Thomas H. Muehlenbeck, who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals, on this _____ day of _____, 2007 in Collin County, Texas.

CITY OF PLANO

GAY, McCALL, ISAACKS,
GORDON, MAY & ROBERTS, P.C.

By: _____
THOMAS H. MUEHLENBECK
CITY MANAGER

By: _____
DAVID McCALL

ATTEST:

CITY SECRETARY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/2007		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Library Administration		Initials	Date	
Department Head	Joyce Baumbach	Executive Director	<i>JAB</i>	1-31-07	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>WJ</i>	2/12/07	
Agenda Coordinator (include phone #): Mary Ann Dunnivant, Ext.4208					

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

CAPTION

Authorizing the purchase of specialized online downloadable audio books for Plano Public Library System in the amount of \$31,000 from OCLC/NetLibrary through their distribution agreement with Recorded Books, LLC, a sole source supplier of such materials; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-2007	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	289,498	0	289,498
Encumbered/Expended Amount	0	-124,917	0	-124,917
This Item	0	-31,000	0	-31,000
BALANCE	0	133,581	0	133,581

FUND(S): GENERAL

COMMENTS: Funding for the purchase of online downloadable audio services is available in the Library Technical Services operating budget in the amount of \$31,000. Remaining funds will be used for other library publications.

STRATEGIC PLANO GOAL: The purchase of online downloadable audio services relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

This request is for the purchase of specialized online downloadable audio books that can be provided only by OCLC/NetLibrary through their distribution contract with Recorded Books, LLC. Since there is no other source for the Recorded Books materials, approval is requested for purchase of materials under Section 252.022(a)(7)(E) from OCLC/NetLibrary as a sole source purchase in the amount of \$31,000. These materials will be allocated to and shared by all the libraries within the Plano Public Library System.

<p>List of Supporting Documents:</p> <ol style="list-style-type: none"> Memo from Julie Torstad dated 1.2.07 Sole Source Letter from Recorded Books dated 1.2.07 Affidavit on No Prohibited Interest dated 1.2.07 	<p>Other Departments, Boards, Commissions or Agencies</p>
--	---



City of Plano
Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327
Fax: 972.769.4121

Memorandum

Date: January 2, 2007
To: Mary Ann Dunnivant
From: Julie Torstad
Subject: Recorded Books, LLC downloadable product approval

Please request City Council approval for the purchase of a downloadable audio online product from OCLC/NetLibrary. OCLC/Netlibrary converts audio books owned by Recorded Books, LLC into an electronic form and distributes them to libraries through their NetLibrary website. NetLibrary is an online database available to the Plano Public Library System through the TexShare databases.

The cost of the item is \$31,000 and the funds will be taken from 682.6203.

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Recorded Books, LLC
COMPLETE AND UNABRIDGED SINCE 1979

January 2, 2007

To Whom It May Concern:

Recorded Books is the sole source for the content on the NetLibrary/Recorded Books eAudiobook service for the public library market in the United States and Canada.

Jerry Hadley
Director, Digital Products Group
Recorded Books

NOTARY: Patricia A. Burke 1-2-2007

Patricia A. Burke
NOTARY PUBLIC
Calvert County, Maryland
My Commission Expires 12/01/2010



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All product and service names are trademarks or service marks of their respective companies.

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AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Recorded Books, LLC
Name of Contractor

By: Jerry Hadley
Signature

Jerry Hadley
Print Name

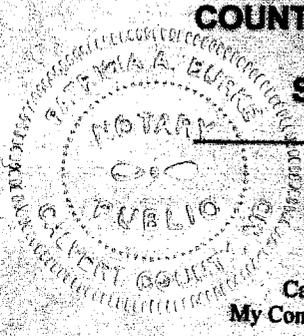
Director, Digital Products
Title

01/02/07
Date

STATE OF MARYLAND §

COUNTY OF CALVERT §

SUBSCRIBED AND SWORN TO before me this 2nd day of JAN, 2007.



Patricia A. Burke
NOTARY PUBLIC
Calvert County, Maryland
My Commission Expires 12/01/2010

Patricia A. Burke
Notary Public, State of MD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF SPECIALIZED ONLINE DOWNLOADABLE AUDIO BOOKS FOR PLANO PUBLIC LIBRARY SYSTEM IN THE AMOUNT OF \$31,000 FROM OCLC/NETLIBRARY THROUGH THEIR DISTRIBUTION AGREEMENT WITH RECORDED BOOKS, LLC, A SOLE SOURCE SUPPLIER OF SUCH MATERIALS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas desires to purchase specialized downloadable audio library materials through a License Agreement with OCLC/NetLibrary & Recorded Books, LLC (see Exhibit "A") to be available to the citizens of Plano and other users of Plano Public Library System; and

WHEREAS, Recorded Books, LLC has provided a signed "Affidavit of No Prohibited Interest (see Exhibit "B") in compliance with the City of Plano Code of Ordinances Ch.2, art. IV, section 2-103, and; Article 11, Section 11.02, City Charter of Plano; and

WHEREAS, Recorded Books, LLC is an audio publishing company that has exclusive publishing rights for specialized library materials which is converted to electronic format by OCLC/NetLibrary; and since these materials are available only through a sole source which is OCLC/NetLibrary, the purchases are exempt from competitive bid as provided for in Section 252.022(a)(7)(E) of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Plano is of the opinion that the specialized downloadable audio library materials to be purchased by the City of Plano are available from only one source which is OCLC/NetLibrary through their distribution agreement with Recorded Books, LLC and therefore, are exempt from competitive bid; and

WHEREAS, upon full review and consideration of the proposed purchases and all matters attendant and related thereto, the City Council is of the opinion that the OCLC/NetLibrary purchases should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchases.

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

Section I. The City Council hereby finds and determines that OCLC/NetLibrary as the distributor of the electronic form of the Recorded Books, LLC product is the publisher with exclusive distribution rights to the specialized downloadable audio library materials to be purchased by the City of Plano and is, thus, the sole source for such materials. Consequently, the purchase of such materials is exempt from competitive bid as a sole source as provided for in Section 252.022(a)(7)(E) of the Texas Local Government Code.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of these specialized downloadable audio library materials not to exceed \$31,000.00 from OCLC/NetLibrary, a sole source supplier for the online database materials.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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LIBRARY AUDIO BOOK AGREEMENT

THIS LIBRARY AUDIO BOOK AGREEMENT (this "Agreement") is by and between **Plano Public Library System**, a Texas non profit organization ("Library") and **NetLibrary**, a division of OCLC Online Computer Library Center, Inc., an Ohio nonprofit corporation ("NetLibrary").

WHEREAS, NetLibrary has acquired certain rights to convert various books and other works to electronic format and to market and distribute the works as converted as Audio Books, and NetLibrary operates an electronic library service for hosting and managing Audio Books and other materials over the Internet.

WHEREAS, Library desires to purchase licenses to certain Bundled Collections subject to the terms and conditions described in this Agreement.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS SET FORTH BELOW, the parties agree as follows.

I. DEFINITIONS; AUDIO BOOK LICENSES

A. Definitions. Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section I.A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. "Bundled Collection(s)" means a collection of Audio Books that NetLibrary and Recorded Books have agreed in writing to group together for Subscription sales.
2. "Audio Books" mean NetLibrary's electronic versions of certain Audio Books and other works in which NetLibrary has acquired certain rights.
3. "Audio Book Services" mean NetLibrary's services related to Library's ongoing access to and use of Audio Books via the Internet, as further described in Exhibit A.
4. Unless otherwise specified on the Audio Book Order Confirmation Form, the "Effective Date" of this Agreement means the first day of the month following the month in which NetLibrary processes Library's Subscription purchase.
5. "Library's NL Website" means the Website operated by NetLibrary and open to Library and Patrons in order to access and use Audio Books licensed to Library.
6. A "MARC Record" means an electronic record containing metadata and other relevant information about the corresponding Audio Book.
7. "NL Website" means the Website operated by NetLibrary and open to the general public in order to provide information about NetLibrary's products and services.
8. "Patrons" mean Library's registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users.
9. A "Subscription" means an annual license for access to the Bundled Collection on the basis described in Exhibit B.
10. "Subscription Price" means the price established for the annual license for access to the Bundled Collection.
11. Except as otherwise specified on the Audio Book Order Confirmation Form or as otherwise agreed upon between the parties in writing, the "Term" of this Agreement includes an "Initial Term," which commences on the Effective Date and continues in effect for one year. Upon expiration of the Initial Term, this Agreement will automatically terminate unless both parties agree in writing to extend the Agreement for a "Renewal Term." Renewal Terms are one year extensions of this Agreement that commence on each anniversary of the Effective Date and continue in effect for one year.

B. Audio Book Licenses.**1. Purchase of Licenses.**

- a. Audio Books. During the Term of the Agreement, Library may select and purchase Subscriptions to Bundled Collection(s) in accordance with NetLibrary's then current ordering practices.

Each final order of Subscriptions to Bundled Collection(s), as evidenced by an Audio Book Order Confirmation Form, is incorporated in this Agreement by reference.

b. MARC Records. NetLibrary and Library agree that all MARC Records are the property of OCLC; Library may use MARC Records, if any, only for its own internal purposes as further described in Exhibit C.

2. Copyrighted Works. Library acknowledges and agrees that the copyright to each Audio Book is owned by or licensed to NetLibrary, Recorded Books, and/or the respective publisher thereof. All Rights Reserved. By purchasing a Subscription to a Bundled Collection, Library obtains certain rights to access and use a copy of the Audio Book under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the Audio Book. Library agrees that any use of Audio Books by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any Audio Book, or any portions thereof, except to the extent permitted by applicable copyright laws.

II. AUDIO BOOK SERVICES

A. Provision of Audio Book Services. During the Term, NetLibrary will establish, host, and administer Library's NL Website using NetLibrary's existing electronic bookshelf technology and NL Website. Library and Patrons will access Library's Bundled Collection through Library's NL Website, and Library will receive Audio Book Services for Audio Books in the Bundled Collection. Library and Patrons will access Library's Audio Book collection and Audio Book Services via Library's Internet connection, which will be Library's expense and responsibility.

B. Library and Patron Usage.

1. Limiting Access Measures. Library will be solely responsible for determining which Patrons will have access to Library's NL Website under this Agreement. Library agrees to implement appropriate measures to limit the use of Audio Books through access by Patrons ("Limiting Access Measures") within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. NetLibrary, in its sole discretion, may discontinue Library's access to Library's NL Website if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's NL Website.

2. Terms of Use. The use of Library's NL Website by Library and Patrons will be governed by the "Terms of Use" currently available at <http://www.netlibrary.com/TermsOfUse.aspx>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, NetLibrary reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of Library's NL Website. Library acknowledges and agrees that, in the case of repeated or persistent violations, NetLibrary may terminate this Agreement.

3. Tools. Library will not use, implement or authorize use of any computerized or automated tool or application to search, index, test or otherwise obtain information from Library's NL Website.

III. GENERAL PROVISIONS**A. Termination.**

1. Termination Without Cause. Either party may terminate this Agreement without cause effective upon the conclusion of the then current Term, by giving the other party at least 60 days prior

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written notice of its intent to do so.

2. **Termination for Cause.** Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within 10 days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within 60 days of the notice.

3. **Survival.** All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section I, Paragraph B.2, Section II, Paragraph B and Section III, Paragraphs A.3, B, C, D, E, F.5 and F.13.

B. **Limited Warranty.** NetLibrary warrants that NetLibrary has the necessary authority to license the Audio Books to Library and, if applicable, to provide Audio Book Services to Library. NetLibrary warrants that it will use its commercially reasonable efforts to provide Audio Book Services as described in this Agreement.

C. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION III.B ABOVE, LIBRARY'S NL WEBSITE, AUDIO BOOK SERVICES, AND AUDIO BOOKS LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND NETLIBRARY AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER NETLIBRARY NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S NL WEBSITE OR AUDIO BOOKS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NETLIBRARY OR ITS EMPLOYEES WILL CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF NETLIBRARY'S OBLIGATIONS, AND LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

D. **Limitation on Liability.** Neither party will claim special, incidental, indirect, or consequential damages; including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against NetLibrary's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of Audio Book License Fees paid by Library to NetLibrary, during the 12 month period immediately preceding the date on which the claim first arose.

E. **Payment Terms.** All fees and charges are due and payable 30 days from the date of the related invoice. NetLibrary may deny Library and Patrons access to Library's NL Website until the unpaid invoice is paid in full.

F. **Other Provisions.**

1. **Entire Agreement.** All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for Audio Books and Audio Book Services placed by Library during the Term.

2. **Modification or Amendment.** Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to NetLibrary by Library will be binding on the parties.

3. **Assignment.** Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, NetLibrary may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

4. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **Governing Law, Jurisdiction and Venue.** [Deleted by Agreement of the Parties.]

6. **Severability.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

7. **Further Assurances.** Library and NetLibrary agree to take the further actions and to execute the further documents as may be necessary or appropriate to effectuate this Agreement and the transactions contemplated in this Agreement.

8. **Force Majeure.** Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed after the Effective Date.

9. **Waiver.** The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

10. **No Partnership.** As to one another the parties are considered independent contractors. This Agreement is not intended to create and will not be construed to create a partnership, joint venture, agency relationship, or other association.

11. **No Third Party Beneficiaries.** This Agreement is not intended to confer any benefit on any person or entity not a party to this Agreement.

12. **Notices.** Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile or e-mail to a non-individual-specific e-mail address if receipt is confirmed. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to the following addresses:

	If to NL:	If to Library:
	NetLibrary, a division of OCLC Online Computer Library Center, Inc.	Plano Public Library System
Address:	4888 Pearl East Circle, Suite 103	2501 Coit Road
Address:	Boulder, Colorado 80301	Plano, TX. 75075
Attention:	Sales Management	Julie Torstad
Telephone:	(303) 415-2548	972-769-4291
Facsimile:	(303) 381-8600	972-769-4121

e-mail address:	sales@netlibrary.com	Juliet@plano.gov
-----------------	----------------------	------------------

13. Facsimile Copies. A copy of the signed original of this Agreement transmitted by facsimile machine will be binding on both parties and have the same force and effect as the signed original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the Effective Date, as set forth below.

NetLibrary: NetLibrary, a division of OCLC Online Computer Library Center, Inc.

By: _____

Name: Richard L. Rosy

Title: Vice President, Content Management

Date: _____

Library: Plano Public Library System

By: _____

Name: Julie Torstad

Title: Acquisition Librarian Supervisor

Date: _____

**EXHIBIT A TO LIBRARY AUDIO BOOK AGREEMENT
Audio Book Services**

- Existing Platform. At the time this Agreement is executed, the NL Website and Library's NL Website are supported by NetLibrary's existing electronic bookshelf technology, which includes a third party operating system, third party database management software, and proprietary NetLibrary software.
- Delivery of Audio Book Services. Payment of the Subscription Fee allows Library to access the Bundled Collection on Library's NL Website and receive Audio Book Services for such Audio Books for 1 year.
- Accessing Audio Books. Subject to the terms of this Agreement, NetLibrary will allow Library to access the Bundled Collection.
- Hosting of Audio Books. NetLibrary will host the Bundled Collection on Library's NL Website for as long as Library pays the Subscription Fee and NetLibrary continues to provide this Service.
- Patron Access. Library will implement and maintain Limiting Access Measures, based on NetLibrary's standard systems, which will control Patrons' access to Library's NL Website.
- Reports. Payment of the Subscription Fee entitles Library to the standard reports offered by NetLibrary.

**EXHIBIT B TO LIBRARY AUDIO BOOK AGREEMENT
Audio Book License Fees**

- Libraries are classified into 1 of 7 groups based on their circulation. NetLibrary will charge Library a yearly institutional license fee based on this classification.
 - Subscription Prices for Bundled Collection(s) of Audio Books covered by this Agreement will be listed on the applicable Audio Book Order Confirmation Form.
 - As NetLibrary adds additional Bundled Collection(s) of Audio Books or changes the terms and/or prices for existing Bundled Collection(s) of Audio Books, the NetLibrary Subscription Prices for Audio Books are subject to change. However, in no case will

changes to the NetLibrary Subscription Prices be applied retroactively to existing Subscriptions.

2. Additional Subscription Terms for Bundled Collection(s) of Audio Books.

- All purchases of Subscriptions are final. For purposes of clarification, Library will not receive any refund or credit for check-outs, if any, that are not used during the Subscription.
- A library or other organization that purchases a Subscription will receive an annual license to access the Bundled Collection. The library or other organization will not own any other rights in the Bundled Collection.
- Except as specified in the Agreement and the Audio Book Order Confirmation Form, there are no other Subscription Terms for Bundled Collection(s) of Audio Books. In the event of a conflict between the Agreement and the Audio Book Order Confirmation Form, the Audio Book Order Confirmation Form will control.

3. The NetLibrary System will cap the maximum number of check-outs for a Library. The Patrons of a Library that purchases a Subscription to a Bundled Collection may check-out up to the number of Audio Books specified in the Audio Book Order Confirmation Form for the Category of access purchased by the Library, but the NL System will not allow Patrons to check-out more than the applicable number of Audio Books specified in the Audio Book Order Confirmation Form for the Category of access purchased by the Library.

4. If the Patrons of a Library that purchases a Subscription to a Bundled Collection check out the maximum number of Audio Books specified in the Audio Book Order Confirmation Form for the Category of access purchased by the Library, then the Library can upgrade its access by purchasing additional check-outs (in blocks of 500). Pricing for additional check-outs will be provided upon request.

**EXHIBIT C TO LIBRARY AUDIO BOOK AGREEMENT
Guidelines for the Use and Transfer of OCLC-Derived Records
Revision of November 16, 1987**

I. GUIDELINES

(See Definitions in Part II below)

- Each member and nonmember library may use records without restriction, and may transfer records of its own holdings without restriction to other libraries.
- In addition to transfers to libraries, each member and nonmember library may transfer records of its own holdings without restriction, to
 - member networks,
 - state and multi-state library agencies and
 - all other noncommercial firms.
 - Member networks may produce and transfer to any member library, copies on magnetic tape of records used or inserted into the OCLC database by the library. Each member network also may process records of the holdings of any member or nonmember library which has employed and agreed to pay it for that service, provided the member network has first signed either an individual agreement with the library, or a general agreement with OCLC, containing measures agreed upon by OCLC and the member network for protection of the records it has been employed to process. Any other use and transfer of records by member networks will be as provided in separate understandings with OCLC.
 - The use and transfer of records by library systems or projects operated by or under the aegis of one or more state or national library agencies will be as provided in separate understandings with OCLC. Such understandings may include (i) arrangements to incorporate state or national bibliographic databases into the OCLC system, (ii) paid-up licenses to use records in state or national programs (e.g., by means of payments for OCLC multi-institution tapes) and/or (iii) any other understandings that will facilitate state or national programs as well as the maintenance and enhancement of the OCLC database.

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c. The use and transfer of records by any other organizations to which transfers are made under this Guideline 2 will be as provided in separate understandings with OCLC.

3. In addition, each member and nonmember library may transfer records of its own holdings to commercial firms which the library has employed and agreed to pay to process such records, provided that each commercial firm has first signed an individual agreement with the library, or OCLC has advised the library that the commercial firm has signed a general agreement with OCLC, in either case containing measures agreed upon by OCLC and the commercial firm for protection of the records it has been employed to process. In addition, each member and nonmember library may make any other transfers of records to commercial firms, subject to prior written agreements with OCLC. However, there is no requirement for prior written agreements (a) for transfers made under Guideline 1 above to libraries operated by commercial firms or (b) for transfers to commercial firms by former OCLC member libraries of records of their holdings, so long as the libraries maintain no continuing user status with OCLC.

4. When a nonmember organization makes bibliographic information available to OCLC which is subject to usage or transfer restrictions imposed by such nonmember organization, and OCLC nevertheless elects to accept the information for addition to the OCLC database. OCLC will notify libraries to which it makes the information available, and rights to use and transfer records based on such information will be subject to the same restrictions.

5. When transfers under Guideline 1 above are made to machine-readable union catalogs accessible by nonmember libraries, it is requested that machine-readable copies of the records of such union catalogs be submitted to OCLC. OCLC, at its own expense, will have the right to add such records to its database for all uses consistent with its chartered purposes.

6. The Guidelines above apply to all uses and transfers of records except where a mutually acceptable agreement establishing broader

or narrower rights is made with OCLC relating to a specific product or service.

II. DEFINITIONS

1. The term "member library" means a general member of OCLC as defined in its Code of Regulations.

2. The term "nonmember library" means any library other than a member library.

3. A "member network" is an OCLC-affiliated regional, state or multi-state library network organization which is in contract with OCLC to provide OCLC services and products, or to assist OCLC to provide such services and products, to general members of OCLC.

4. A "commercial firm" is any organization permitted, under applicable law, to operate on a for-profit basis.

5. The term "records" means bibliographic records and holdings data (including copies thereof) derived from the OCLC database, including derivative works made from such records, and either received in machine-readable form or converted by the transferee into machine-readable form. The term also includes such records when held only in eye-readable form, in the case of proposed transfers to commercial firms. However, records do not include, as to any member or nonmember library (a) bibliographic records designated in the OCLC database as original cataloging by such member or nonmember library and (b) bibliographic records derived by such member or nonmember library from sources other than the OCLC database and to copies of which in the OCLC database its holdings symbol has been attached by tapeloading. Such excluded records are freely transferable and are not dealt with in these Guidelines. OCLC-derived records held only in eye-readable form are freely transferable except to commercial firms.

6. The terms "transfer" and "transfer of records" refer to all sales, exchanges, gifts, sharing and other transfers, and all online access except online access provided to end-user patrons of a library in authorized possession of the records.

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AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Recorded Books, LLC
Name of Contractor

By: Jerry Hadley
Signature

Jerry Hadley
Print Name

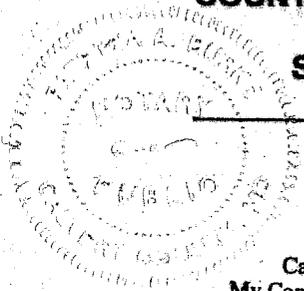
Director, Digital Products
Title

01/02/07
Date

STATE OF MARYLAND §

COUNTY OF CALVERT §

SUBSCRIBED AND SWORN TO before me this 2nd day of JAN, 2007.



Patricia A. Burke
NOTARY PUBLIC
Calvert County, Maryland
My Commission Expires 12/01/2010

Patricia A. Burke
Notary Public, State of MD

t-11



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2-12-07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/5/07	
Agenda Coordinator (include phone #): Glenna Hayes x 7074					

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 PURCHASE OF A TECHNICAL SERVICE SUPPORT AGREEMENT FOR THE LIFEPAK 10 and LIFEPAK 12 DEFIBULATOR EQUIPMENT IN THE AMOUNT OF TWO HUNDRED TWELVE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND SIXTY-TWO CENTS (\$212,150.62) FROM MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC. THE SOLE SOURCE VENDOR OF SUCH EQUIPMENT AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2006-07; 2007-08; 2008-09, 2009-10; 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	53,038	159,113	212,151
Encumbered/Expended Amount		0	0	0	0
This Item		0	-53,038	-159,113	-212,151
BALANCE		0		0	

FUND(S): GENERAL FUND

Comments: Funds are included in the 2006-07 Fire Department Budget for the LifePak Maintenance Agreement and related supplies. The balance of funds will be used for other maintenance agreements and contracts. This item approved a four year term contract, expenditures subject to annual budget appropriation.

STRAGIC PLAN GOAL: Maintenance agreement contracts relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends approval of sole source expenditure to enter into a contract with Medtronic Emergency Response Systems Inc., in the amounts of \$120,150.62 for a four year maintenance agreement for the City's defibulator equipment and an estimated expenditure of \$92,000.00 for the purchase of miscellaneous spare parts for the same time period, conditioned upon timely execution by the City Manager of any necessary document.

List of Supporting Documents:
, Sole Source Resolution

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF A TECHNICAL SERVICE SUPPORT AGREEMENT FOR THE LIFEPAK 10 and LIFEPAK 12 DEFIBULATOR EQUIPMENT IN THE AMOUNT OF TWO HUNDRED TWELVE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND SIXTY-TWO CENTS (\$212,150.62) FROM MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC. THE SOLE SOURCE VENDOR OF SUCH EQUIPMENT AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a quotation from Medtronic Emergency Response Systems, Inc., for the purchase of a technical service support agreement in the amount of one hundred twenty thousand one hundred fifty dollars and sixty-two cents (\$120,150.62); and an anticipated expenditure of ninety-two thousand dollars (\$92,000.00) for parts; and

WHEREAS, the City relies on Medtronic Emergency Response Systems, Inc. to provide technical service and support for the City's defibulator equipment; and

WHEREAS, the City Council thus finds that the technical service support needed is available from only one source, Medtronic Emergency Response Systems, Inc., and therefore the purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Governmental Code, Section 252.022(a)(7)*.

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

Section I. The City Council hereby finds and determines that Medtronic Emergency Response Systems, Inc. is the sole source provider for the technical service support and said purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents with Medtronic Emergency Response Systems, Inc., the sole source provider, as necessary to effectuate the purchase of additional such rescue and safety products in an amount not to exceed the sum of TWO HUNDRED TWELVE THOUSAND, ONE HUNDRED FIFTY DOLLARS AND SIXTY-TWO CENTS (\$212,150.62).

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	2/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning		Initials	Date	
Department Head	P. Jarrell	Executive Director	<i>[Signature]</i>	2/12/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/12/07	
Agenda Coordinator (include phone #): Lynn Trotter, 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 COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE CITY OF RICHARDSON, TEXAS TO SET THE FUTURE CITY LIMIT BOUNDARIES AND TO ADJUST EXISTING BOUNDARIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-07 and future years	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	106,578,107	0	106,578,107
Encumbered/Expended Amount		0	0	0	0
This Item		0	2,475	0	2,475
BALANCE		0	106,580,582	0	106,580,582
FUND(S): GENERAL FUND & GENERAL OBLIGATION DEBT FUND					
COMMENTS: This item will result in a loss of Ad Valorem Tax revenue in the amount of \$330 per year for disannexation and an increase of Ad Valorem Tax revenue of approximately \$2,805 per year of annexation. The net increase will result in approximately \$2,475 per year in Ad Valorem Tax revenue.					
STRATEGIC PLAN GOAL: Boundary adjustment to provide reasonable service boundaries relates to the City's Goal of Premier City in Which to Live.					
SUMMARY OF ITEM					
Plano and Richardson have worked for some time in the area east of Shiloh Road to provide reasonable service boundaries between the two cities. This agreement would result in approximately 6.5 acres of land now in Plano being transferred to Richardson; an equal amount of land will come into Plano's jurisdiction.					
When cities disannex property, state law requires a refund of taxes and fees paid by the present property owner, less the cost of city services the property has received. All of the tracts going from Plano to Richardson are tax-exempt with the exception of a small sliver of land owned by Mr. Tom Kartsotis. The estimated refund for this property is \$330.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Ordinance					

✓-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE CITY OF RICHARDSON, TEXAS TO SET THE FUTURE CITY LIMIT BOUNDARIES AND TO ADJUST EXISTING BOUNDARIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment agreement by and between the City of Plano, Texas and the City of Richardson, Texas, 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

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

Section II. The City Manager, or his 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 ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 12TH DAY OF FEBRUARY, 2007.

Pat Evans, Mayor

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Z:ORD/RICHARDSON BOUNDARY ADJUSTMENT 2007 (PJ)

V-2

EXHIBIT A

BOUNDARY ADJUSTMENT AGREEMENT

This Agreement (the "Agreement") is made by and between the City of Plano, Texas, (hereinafter referred to as "Plano"), and the City of Richardson, Texas, (hereinafter referred to as "Richardson"), acting by and through their respective authorized representatives.

WHEREAS, Plano and Richardson are adjacent municipalities and desire to make mutually agreeable changes to their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Plano's southern boundary is in part contiguous with the northern boundary of Richardson; and

WHEREAS, this existing boundary does not presently allow for efficient development and delivery of city services to the area in question; and

WHEREAS, the cities desire to adjust their mutual boundary so as to allow more efficient development and delivery of city services to the area; and

WHEREAS, representatives of Plano and Richardson have met and agreed on a mutually acceptable boundary; and

WHEREAS, the parties find and determine that the adjustment of the mutual boundary is in the best interest of the citizens of each city.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, other valuable consideration, and promises expressed herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I. Statement of Intent and Purpose

1.1 It is the intent of Plano and Richardson to modify their respective boundaries in the following manner:

A 4.71-acre tract of land owned by the City of Richardson, located west of Saint Thomas Drive in Plano, depicted as Tract A-1 and described in Exhibit A will be included within Richardson.

A 1.68-acre tract owned by Canyon Creek Presbyterian Church, located east and north of Los Rios Boulevard in Plano, depicted as Tract A-2 and described in Exhibit A will be included within Richardson.

V-3

EXHIBIT A

A 0.11-acre tract of land owned by Tom Kartsotis, located west and south of Los Rios Boulevard in Plano, depicted as Tract A-3 and described in Exhibit A will be included within Richardson.

A 0.08-acre tract of land owned by Canyon Creek Presbyterian Church, located west and south of Los Rios Boulevard in Plano, is depicted as Tract A-4 and described in Exhibit A will be included within Richardson.

A 6.514-acre tract of land owned by Flextronics International USA, Inc., located east of Shiloh Road in Richardson, depicted as Tract B and described in Exhibit A will be included within Plano.

1.2 The purpose of this Agreement is to express the intent of Plano and Richardson to make mutually agreeable changes to their boundaries of areas that are less than 1,000 feet in width. To accomplish this objective, Plano agrees to release a portion of its city so as to allow Richardson to include the same. Richardson agrees to release a portion of its city so as to allow Plano to include the same.

Article II Term

2.1 The term of this Agreement shall commence on the last date of execution hereof following the approval hereof by the governing bodies of each city.

Article III Relinquishment of Territory

3.1 Plano agrees that pursuant to §43.031 of the Texas Local Government Code, to grant, relinquish, and apportion unto Richardson the property depicted as Tracts A-1, A-2, A-3 and A-4 and described in Exhibit A.

3.2 Plano hereby waives all extraterritorial jurisdiction rights existing by reason of the tracts of land depicted as Tracts A-1, A-2, A-3 and A-4 and described in Exhibit A. It is expressly agreed and understood that this waiver shall operate only in favor of Richardson, and shall not constitute a waiver of any right or release of any extraterritorial jurisdiction, which Plano may assert against any other municipality.

3.3 Richardson agrees that pursuant to §43.031 of the Texas Local Government Code, to grant, relinquish, and apportion unto Plano the property depicted as Tract B and described in Exhibit A.

3.4 Richardson hereby waives all extraterritorial jurisdiction rights existing by reason of the tract of land depicted as Tract B and described in Exhibit A. It is expressly agreed and understood that this waiver shall operate only in favor of Plano, and shall not constitute a waiver of any right or release of any extraterritorial jurisdiction, which Richardson may assert against any other municipality.

V-4

EXHIBIT A

Article IV Inclusion of Territory

4.1 Richardson agrees to proceed in a manner authorized by law to include the property depicted as Tracts A-1, A-2, A-3 and A-4 and described in Exhibit A within the Richardson city limits.

4.2 With approval of this agreement, Plano accomplishes the boundary adjustment depicted as Tract B and described in Exhibit A to include the property within the Plano city limits.

Article V Service Plan

5.1 Upon ratification and adoption of this agreement by the city council of Plano, Plano does hereby agree to immediately begin implementing the service plan described in Exhibit B, which is attached to and made a part of this agreement.

Article VI Miscellaneous

6.1 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

6.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States mail, postage prepaid, certified mail, return receipt requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

6.3 Severability. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Agreement, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect.

6.4 Recitals. The recitals to this Agreement are incorporated herein.

6.5 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.

V-5

EXHIBIT A

6.6 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

EXECUTED this _____ day of _____, 2007.

CITY OF RICHARDSON, TEXAS

By: _____
BILL KEFFLER, CITY MANAGER

411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083

APPROVED AS TO FORM:

By: _____
PETER G. SMITH, CITY ATTORNEY

EXECUTED this _____ day of _____, 2007.

CITY OF PLANO, TEXAS

By: _____
THOMAS H. MUEHLENBECK,
CITY MANAGER

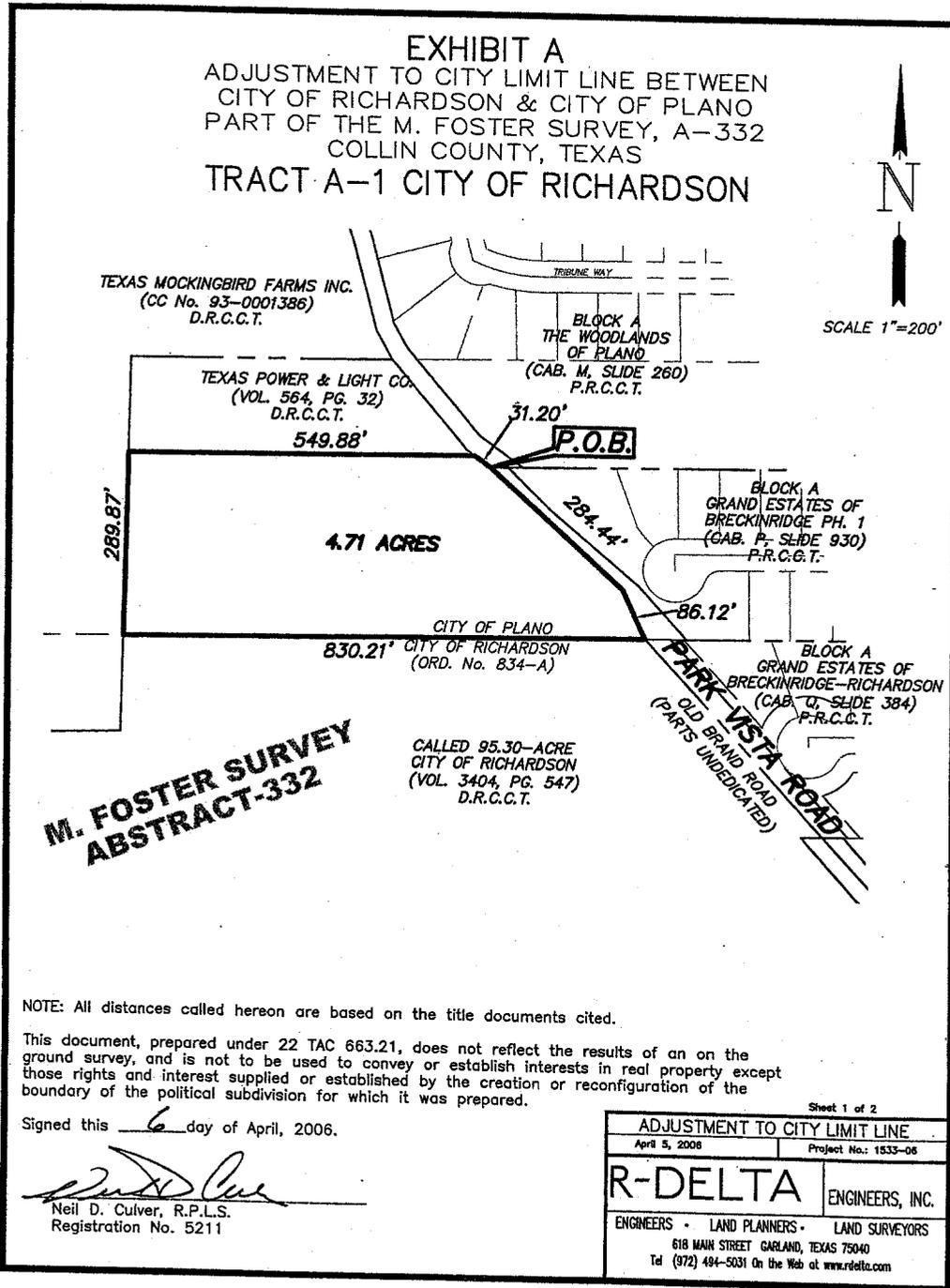
P.O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

By: _____
DIANE WETHERBEE, CITY ATTORNEY

v-6

EXHIBIT A



V-7

EXHIBIT A

EXHIBIT A
TRACT A-1 CITY OF RICHARDSON

BEING, a 4.71-acre tract of land situated in the M. Foster Survey, Abstract No. 332, Collin County, Texas and being a part of a called 95.30-acre tract described in the deed to the City of Richardson, Texas, recorded in Volume 3404, at Page 547 of the Deed Records of Collin County, Texas; said tract being more particularly described as follows;

BEGINNING, in the northeast line of said City of Richardson tract, said point being the northwest corner of Block A, Grand Estates of Breckinridge, Phase 1, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet P, Slide 930 of the Plat Records of Collin County, Texas and being the southwest line of a variable width right-of-way dedication of Park Vista Road as shown on said final plat of Grand Estates of Breckinridge, Phase 1

THENCE, southeasterly, with the said northeast line of the Richardson tract and the southwest line of said Grand Estates of Breckinridge and said southwest line of the right-of-way dedication of Park Vista Road, for a distance of 284.44 feet;

THENCE, southeasterly, continuing with the said northeast line of the Richardson tract and the southwest line of said Grand Estates of Breckinridge and said southwest line of the right-of-way dedication of Park Vista Road, for a distance of 86.12 feet to the southwest corner of said Grand Estates of Breckinridge and in the City Limit Line between the City of Richardson and the City of Plano as defined by City of Richardson Ordinance No. 834-A recorded in Volume 860, at Page 17 of the Deed Records of Collin County, Texas;

THENCE, westerly, with said City Limit Line, for a distance of 830.21 feet to a point in the west line of said City of Richardson tract, said point being in an east line of the tract of land described in the deed to Texas Mockingbird Farms, Inc. recorded in County Clerk Document No. 93-0001386 of the Deed Records of Collin County, Texas;

THENCE, northerly, with the said west line of the City of Richardson tract and east line of said Texas Mockingbird Farms tract, for a distance of 289.87 feet to the northwest corner of said City of Richardson tract, said point being the southwest corner of the tract of land described in the deed to the Texas Power and Light Company recorded in Volume 564, at Page 32 of the Deed Records of Collin County, Texas;

THENCE, easterly, with the north line of said City of Richardson tract and south line of the Texas Power and Light tract, for a distance of 549.88 feet to the northeast corner of said City of Richardson tract and being in the southwest line of The Woodlands of Plano, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet M, Slide 260 of the Plat Records of Collin County, Texas;

THENCE, southeasterly, with said northeast line of the City of Richardson tract and said southwest line of the Woodlands of Plano, for a distance of 31.20 feet to the POINT OF BEGINNING and containing 4.71 acres of land more or less.

NOTE: All distances called herein are based on the title documents cited.

This document, prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest supplied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

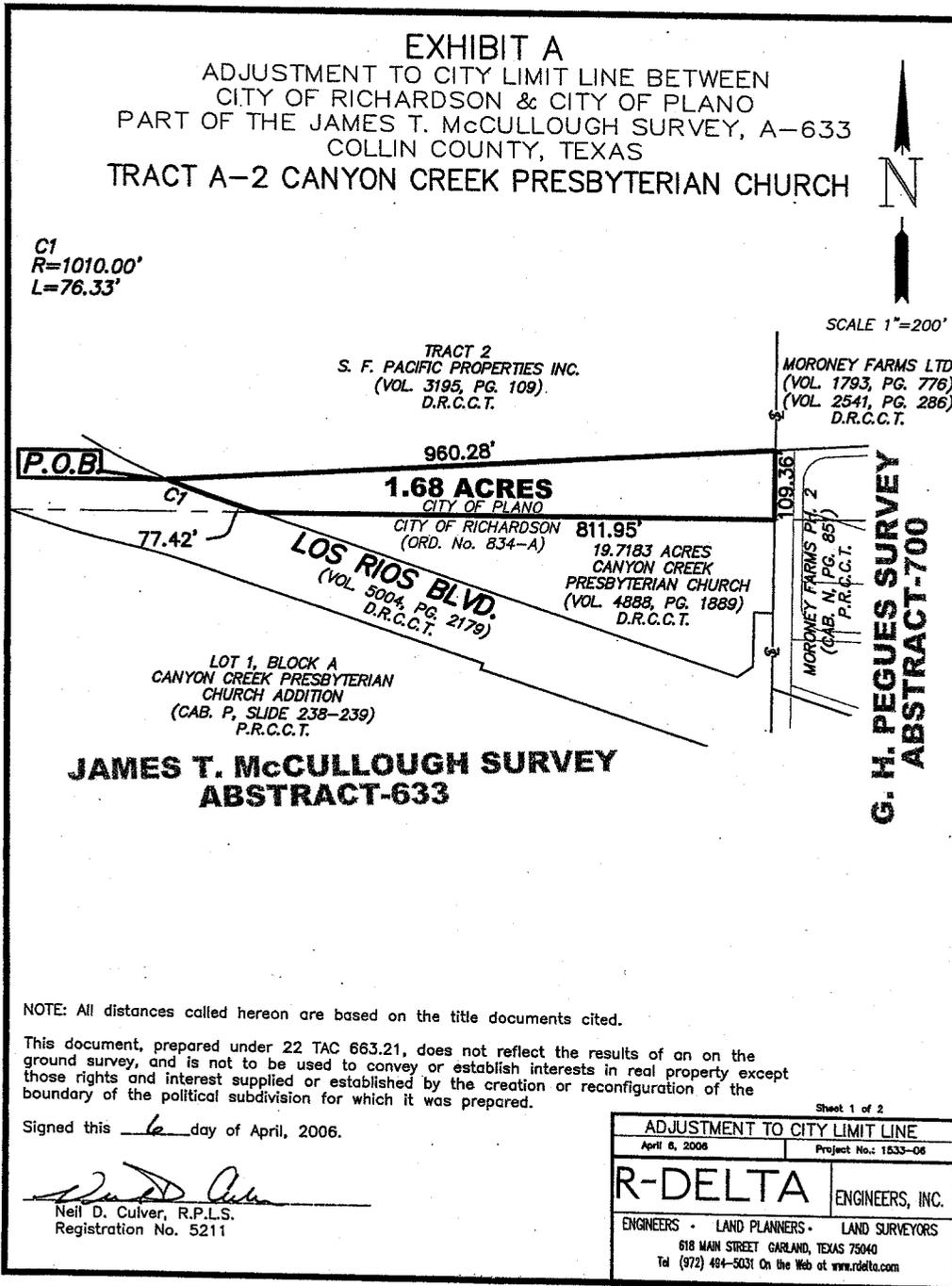
Signed this 6 day of April, 2006.


Neil D. Culver, R.P.L.S.
Registration No. 5211

Sheet 2 of 2	
ADJUSTMENT TO CITY LIMIT LINE	
April 5, 2006	Project No.: 1533-06
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

V-8

EXHIBIT A



V-9

EXHIBIT A

EXHIBIT A

TRACT A-2 CANYON CREEK PRESBYTERIAN CHURCH

BEING a 1.68-acre tract of land situated in the James T. McCullough Survey, Abstract No. 633, City of Richardson, Collin County, Texas, and being part of a 19.7183-acre tract described in the Special Warranty Deed dated April 2, 2001 from J. M. Wilcox et al to Canyon Creek Presbyterian Church recorded in Volume 4888, at Page 1889 of the Deed Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a point in the north line of said Canyon Creek Presbyterian Church tract and the south line of a tract of land described as Tract 2 in the deed to S. F. Pacific Properties Inc., recorded in Volume 3195, at Page 109 of the Deed Records of Collin County, Texas, said point being in the northeast right-of-way line of Los Rios Boulevard (a variable width public right-of-way) and being the northeast corner of a tract of land dedicated for right-of-way from Canyon Creek Presbyterian Church to the City of Richardson recorded in Volume 5004, at Page 2179 of the Deed Records of Collin County, Texas;

THENCE, easterly with the said north line of the Canyon Creek Presbyterian Church tract and south line of said S. F. Pacific Properties Inc. tract, for a distance of 960.28 feet to the northeast corner of said Canyon Creek Presbyterian Church tract; said point being in the east line of the James T. McCullough Survey and the west line of the G. H. Pegues Survey, Abstract 700 and being in the west line of Moroney Farms, Phase 2, an addition to the City of Richardson, Texas, according to the plat thereof recorded in Cabinet N, Slide 851 of the Plat Records of Collin County, Texas;

THENCE, southerly, with the east line of said Canyon Creek Presbyterian Church tract, common survey line and west line of Moroney Farms, for a distance of 109.36 feet to a point in the City Limit Line between the City of Richardson and the City of Plano as defined by City of Richardson Ordinance No. 834-A recorded in Volume 860, at Page 17 of the Deed Records of Collin County, Texas;

THENCE, westerly with said City Limit Line, a distance of 811.95 feet to a point in the said northeast right-of-way line of Los Rios Boulevard;

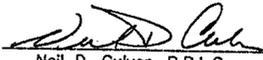
THENCE, northwesterly with the said northeast right-of-way line of Los Rios Boulevard for a distance of 77.42 feet to the beginning of a curve to the right with a radius of 1010.00 feet;

THENCE, northwesterly, continuing with said northeast right-of-way line of Los Rios Boulevard and said curve to the right, for an arc distance of 76.33 feet to the POINT OF BEGINNING and containing 1.68-acres of land, more or less

NOTE: All distances called herein are based on the title documents cited.

This document, prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest supplied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

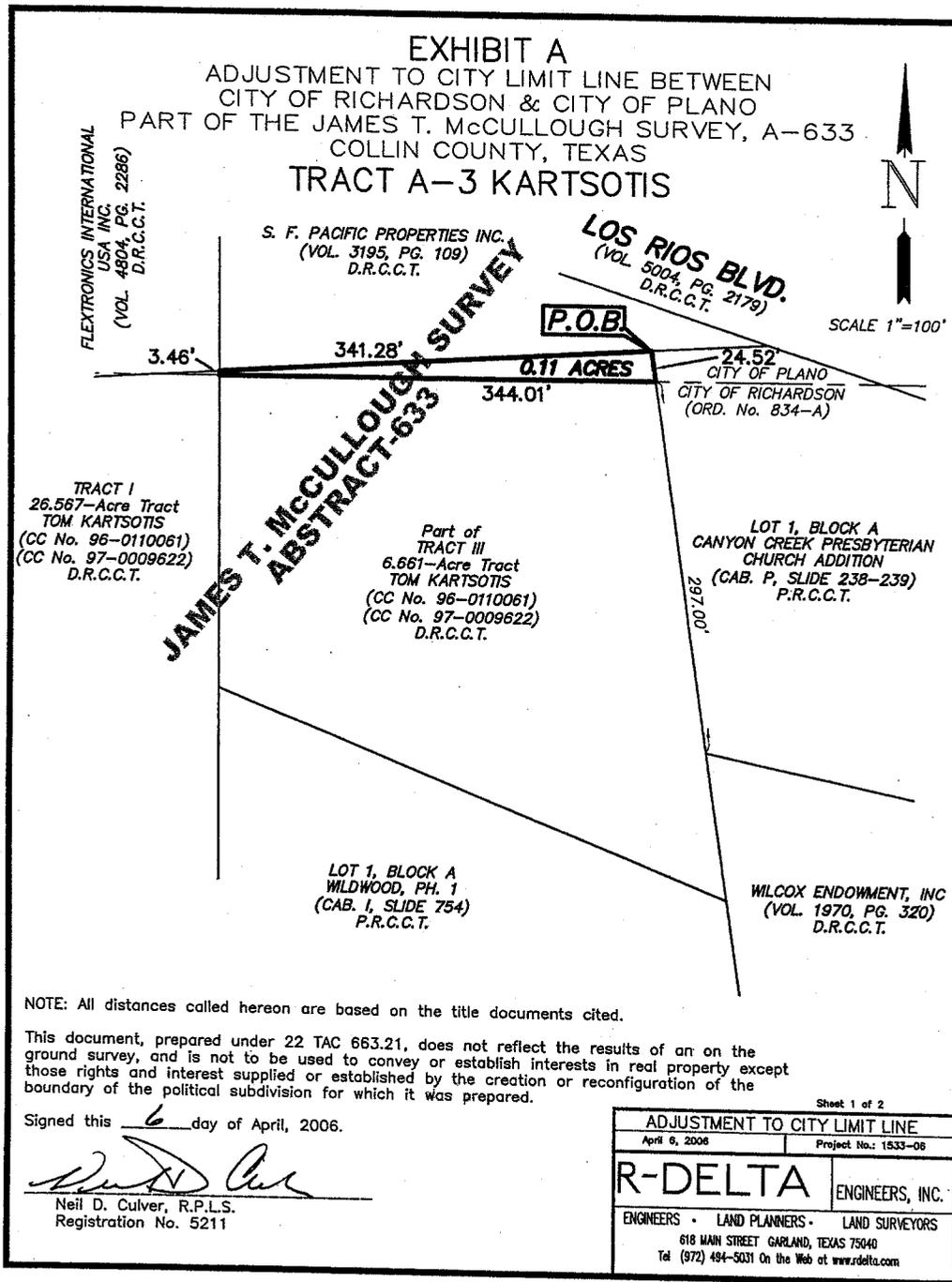
Signed this 6 day of April, 2006.


Neil D. Culver, R.P.L.S.
Registration No. 5211

Sheet 2 of 2	
ADJUSTMENT TO CITY LIMIT LINE	
April 6, 2006	Project No.: 1533-06
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

V-10

EXHIBIT A



V-11

EXHIBIT A

EXHIBIT A TRACT A-3 KARTSOTIS

BEING a 0.11-acre tract of land situated in the James T. McCullough Survey, Abstract No. 633, City of Richardson, Collin County, Texas, and being part of a 6.661-acre tract described as Tract III in the General Warranty Deed from IYBITWC, L.P. To Tom Kartsotis recorded in County Clerk File No. 96-0110061 of the Deed Records of Collin County, Texas, and re-filed in County Clerk File No. 97-0009622 of the Deed Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at the northwest corner of Lot 1, Block A, Canyon Creek Presbyterian Church Addition, an addition to the Cities of Richardson and Plano, Texas, according to the plat thereof recorded in Cabinet P, Slide 238-239, of the Plat Records of Collin County, Texas, said point being the northeast corner of said Tract III;

THENCE, southerly, with the said east line of Tract III and west line of said Lot 1 for a distance of 24.52 feet to a point in the City Limit Line between the City of Richardson and the City of Plano as defined by City of Richardson Ordinance No. 834-A recorded in Volume 860, at Page 17 of the Deed Records of Collin County, Texas,

THENCE, westerly with said City Limit Line, a distance of 344.01 feet to a point in the west line of said Tract III and the east line of Tract I of the aforementioned Kartsotis deed;

THENCE, northerly with the west line of said Tract III and east line of said Tract I for a distance of 3.46 feet to the northwest corner of said Tract III and also being at the southwest corner of a tract of land described in the deed to S. F. Pacific Properties, Inc, recorded in Volume 3195, at Page 109 of the Deed Records of Collin County, Texas,

THENCE, easterly, with the northerly line of said Tract III and the south line of the S. F. Pacific Properties, Inc., for a distance of 341.28 feet to the POINT OF BEGINNING and containing 0.11 acres of land, more or less

NOTE: All distances called herein are based on the title documents cited.

This document, prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest supplied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Sheet 2 of 2

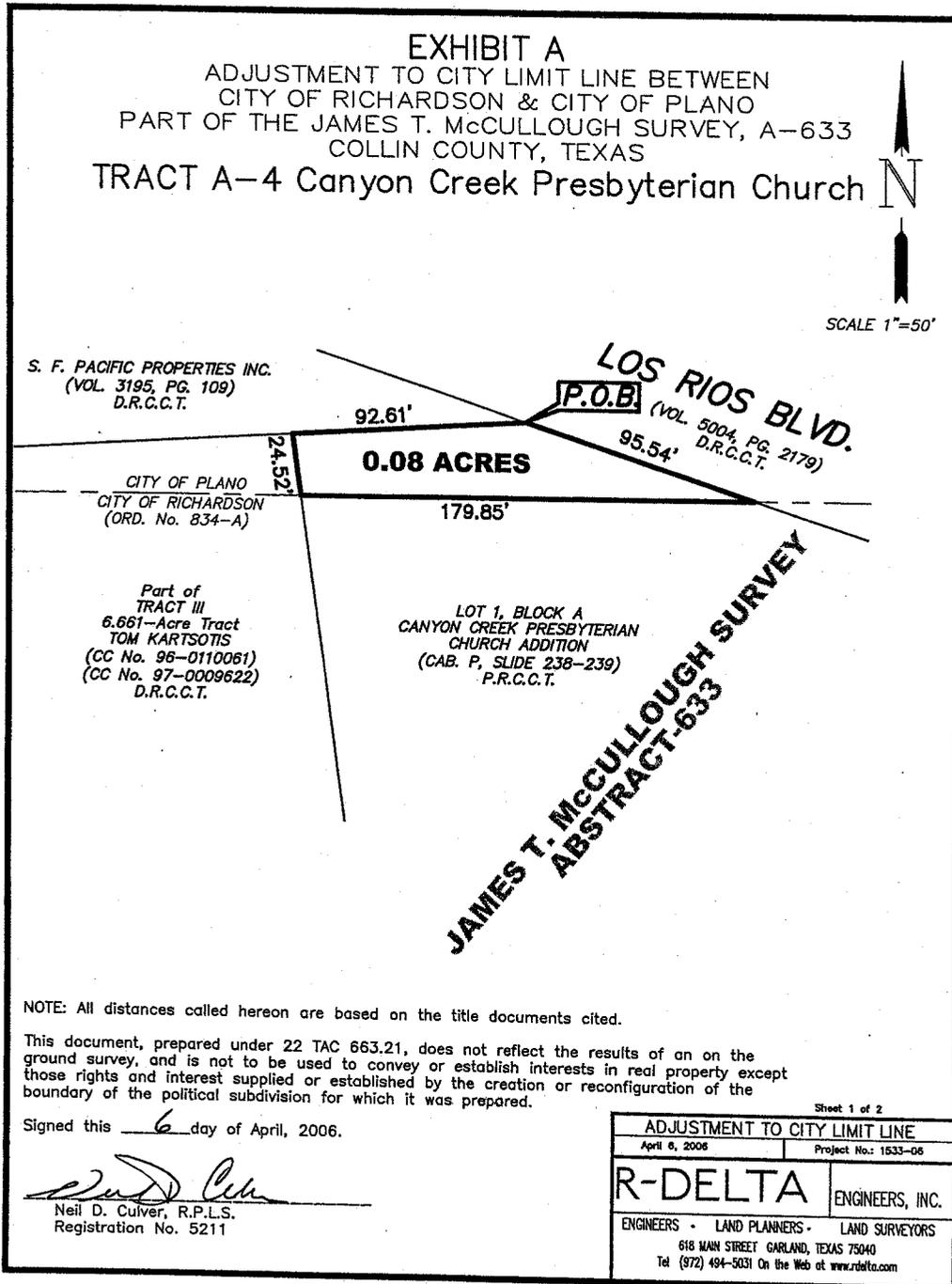
Signed this 6 day of April, 2006.


Neil D. Culver, R.P.L.S.
Registration No. 5211

ADJUSTMENT TO CITY LIMIT LINE	
April 6, 2006	Project No.: 1533-06
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

V-12

EXHIBIT A



V-13

EXHIBIT A

EXHIBIT A
TRACT A-4 Canyon Creek Presbyterian Church

BEING a 0.08-acre tract of land situated in the James T. McCullough Survey, Abstract No. 633, City of Richardson, Collin County, Texas, and being part of Lot 1, Block A, Canyon Creek Presbyterian Church Addition, an addition to the Cities of Richardson and Plano, Texas according to the plat thereof recorded in Cabinet P, Slide 238-239, of the Plat Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at the most northerly corner of said Lot 1, Block A, said point being in the southwest right-of-way line of Los Rios Boulevard (a variable width public right-of-way) as dedicated in the deed from the Canyon Creek Presbyterian Church to the City of Richardson recorded in Volume 5004, at Page 2179 of the Deed Records of Collin County, Texas;

THENCE, southeasterly, with the northeast line of said Lot 1 and southwest right-of-way line of said Los Rios Boulevard, for a distance of 95.54 feet to a point in the City Limit Line between the City of Richardson and the City of Plano as defined by City of Richardson Ordinance No. 834-A recorded in Volume 860, at Page 17 of the Deed Records of Collin County, Texas;

THENCE, westerly with said City Limit Line, a distance of 179.85 feet to a point in the west line of said Lot 1, Block A, Canyon Creek Presbyterian Church Addition, said point being in the east line of a 6.661-acre tract described as Tract III in the General Warranty Deed from IYBITWC, L.P. To Tom Kartsotis recorded in County Clerk File No. 96-0110061 of Deed Records of Collin County, Texas and re-filed in County Clerk File No. 97-0009622 of Deed Records of Collin County, Texas;

THENCE, northerly with the east line of said Tract III and west line of Lot 1, for a distance of 24.52 feet to a point for the northwest corner of of said Lot 1 and the northeast corner of said Tract III and being in the south line of a tract of land described in deed to S. F. Pacific Properties, Inc., recorded in Volume 3195, at Page 109 of the Deed Records of Collin County, Texas,

THENCE, easterly, with the north line of said Lot 1 and said south line of the S. F. Pacific Properties tract, for a distance of 92.61 feet to the POINT OF BEGINNING and containing 0.08 acres of land, more or less

NOTE: All distances called herein are based on the title documents cited.

This document, prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest supplied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Signed this 6 day of April, 2006.


Neil D. Culver, R.P.L.S.
Registration No. 5211

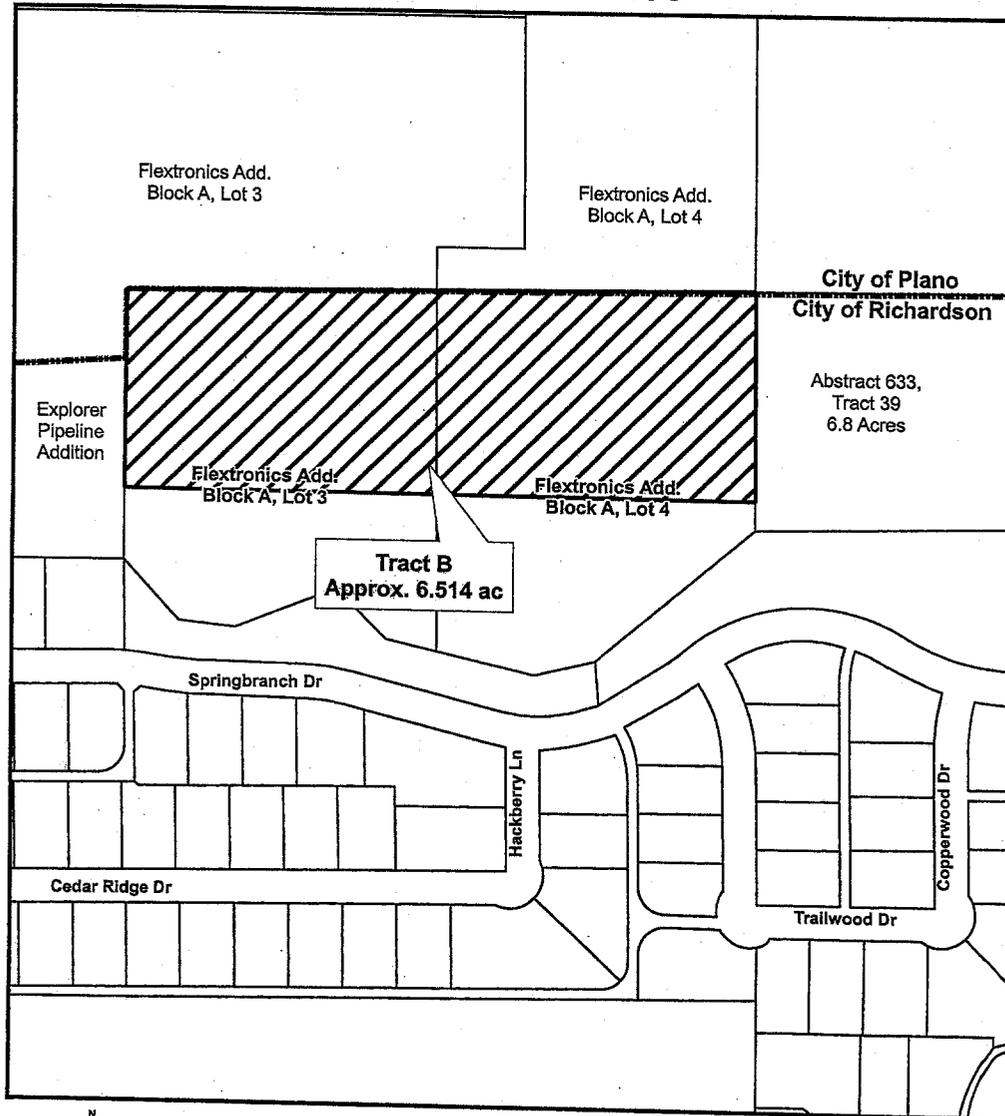
Sheet 2 of 2	
ADJUSTMENT TO CITY LIMIT LINE	
April 6, 2006	Project No.: 1533-06
R-DELTA	ENGINEERS, INC.
ENGINEERS - LAND PLANNERS - LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

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EXHIBIT A

Exhibit A

ADJUSTMENT TO CITY LIMIT LINE BETWEEN
CITY OF RICHARDSON & CITY OF PLANO
PART OF THE JAMES T. McMULLOUGH SURVEY, 633
COLLIN COUNTY, TEXAS
TRACT B FLEXTRONICS



1 inch equals 200 feet

 Tract B - Approximately 6.514 Acres



Prepared by: [unclear] Photo Date: January 2, 2007 File: C:\MapInfo\CITY Properties\Plano Boundary\Plano-Subdiv-Subdiv.dwg

V-15

EXHIBIT A

EXHIBIT A TRACT B FLEXTRONICS

BEING a 6.514 acre tract of land situated in the James T. McCullough Survey, Abstract No. 633, City of Richardson Collin County, Texas, and being part of Lots 3 and 4, Block A, Flextronics Campus Addition, an addition to the Cities of Richardson and Plano, Texas as sited in said plat recorded in Cabinet N, Slide 528, of the Plat Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the west line of said Lot 3, Block A, Flextronics Campus Addition, approximately 98.68 feet north of the most westerly southwest corner of said addition, said line also being the east line of the Explorer Pipeline Addition, an addition to the City of Richardson, Texas as sited in said plat recorded in Cabinet C, Slide 282, of the Plat Records of Collin County, Texas;

THENCE commencing along the west line of said Lot 3, Flextronics Campus Addition approximately 201.40 feet to the northeast corner of said Explorer Pipeline Addition;

THENCE commencing along the same bearing approximately 100.46 feet to a point in said Lot 3 for corner;

THENCE easterly along the boundary line between the City of Plano and the City of Richardson, as adopted by City of Richardson Ordinance Number 834-A, approximately 932.43 feet to the east line of said Lot 4 of Flextronics Campus Addition for corner;

THENCE commencing southerly along the east line of said Lot 4, approximately 305.96 feet for corner;

THENCE departing perpendicularly to the west approximately 934.72 feet to the point of beginning containing 6.514 acres of land, more or less.

NOTE: All calls herein are based upon sited documents. This document does not reflect an on-the-ground survey and is meant solely for the interests of reconfiguration of the boundary of the Cities of Richardson and Plano, Texas.

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EXHIBIT A

EXHIBIT B

**CITY OF PLANO, COLLIN COUNTY, TEXAS
SERVICE PLAN FOR ANNEXED AREA
(Flextronics Boundary Adjustment Agreement)**

Acreage Annexed:

6.5 +/- acres

Survey, Abstract and County:

J.T. McCullough Survey, Abstract No. 633

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Plano, Texas, at the following levels and in accordance with the following schedule:

A. Police Service

(1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation.

(2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the minimum level of police services comparable to the level of police services available in other parts of the city with similar characteristics of topography, land utilization, and population density as determined by the City Council within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the city.

B. Fire Services

(1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinance.

V-17

EXHIBIT A

(2) As development and construction of subdivisions commences within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area a level of fire and emergency ambulance services comparable to the level of fire and emergency ambulance services available in other parts of the city with similar characteristics of topography, land utilization, and population density, as determined by the City Council, within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city.

C. Environmental Health and Building Inspection Services

(1) Enforcement of the city's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.

(2) The city's building, plumbing, electrical, gas, heating and air conditioning, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

(3) The city's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.

(4) All inspection services furnished by the City of Plano, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

(5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Building Inspection services as are furnished throughout the city.

V-18

EXHIBIT A

D. Planning and Zoning Services

The planning and zoning jurisdiction of the city will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the city's Zoning Ordinance and Comprehensive Plan.

E. Recreation and Leisure Services

(1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the city, beginning with the effective date of this ordinance.

(2) Additional facilities and sites to serve this property and its residents will be acquired, developed, and maintained at locations and times provided by applicable plans, policies and programs, and decisions of the City of Plano. This property will be included in all plans for providing recreation and leisure services to the city. The same level of recreation and leisure services shall be furnished to this property as is furnished throughout the city.

(3) Existing parks, playgrounds, swimming pools, and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the city, be maintained and operated by the City of Plano; but not otherwise.

F. Solid Waste Collection

(1) Solid waste collection shall be provided to the property in accordance with existing city policies, beginning on the effective date of the annexation ordinance.

(2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the city as to frequency, charges and so forth.

(3) Solid waste collection, through the use of reusable containers for commercial accounts, shall be available to this property through and in accordance with the terms of the city's contract with a private company, beginning with the effective date of the annexation ordinance.

G. Streets

(1) The City of Plano's existing policies with regard to street maintenance, applicable throughout the entire city, shall apply to this property on the effective date of the annexation ordinance.

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EXHIBIT A

(2) As development, improvement, or construction of streets to city standards commence within this property, the policies of the City of Plano with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

(3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Plano as is provided to city streets throughout the city.

(4) Street lighting installed on streets shall be maintained by TU Electric Company in accordance with current city policies.

H. Water Services

(1) Connection to existing city water mains for water service for domestic, commercial, and industrial use within this property, will be provided in accordance with existing city policies. Upon connection to existing mains, water will be provided at rates established by city ordinances for such service throughout the city.

(2) Water mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

(3) Water mains which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the city.

I. Sanitary Sewer Services

(1) Connections to existing city sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing city policies. Upon connection, sanitary sewage service will be provided at rates established by city ordinances for such service throughout the city.

(2) Sanitary sewage mains and/or lift stations which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

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EXHIBIT A

(3) Sanitary sewer mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, but such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

J. Miscellaneous

(1) Any facility or building located within the annexed area and utilized by the City of Plano in providing services to the area will be maintained by the city commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later.

(2) General municipal administration and administrative services of the city shall be available to the annexed area beginning with the effective date of the annexation ordinance.

K. Agreement and Acceptance

It is agreed, as signified by the adoption of the Service Plan by the city and signature of acceptance by the landowner(s) of the annexed area, that:

(1) In the event the Service Plan is not fulfilled, the landowner may (1) seek to enforce the Service Plan by applying for a writ of mandamus not later than the second anniversary of the date the landowner knew or should have known that the city was not complying with the Service Plan, or (2) seek disannexation pursuant to Section 43.141 of the Local Government Code.

(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall be construed to alleviate the landowner's responsibility to construct and fund such capital improvements as required by such ordinances. By its agreement to this Service Plan and by virtue of the landowner's petition to be annexed into the city, the landowner agrees to abide by such ordinances and regulations.

OWNER

DATE

V-21



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:		2/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i>	2-2-07
Dept Signature:	<i>Don Wendell</i>		City Manager	<i>[Signature]</i>	2/2/07
Agenda Coordinator (include phone #): Susan Berger (7255)					
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					
Amending Ordinance No. 2006-5-9 as codified in Article VIII. Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano; by deleting the exception of funeral processions and official activities of governmental agencies from the application of this ordinance; providing for notification of adjacent property owners along a proposed parade route; and other related matters; providing a repealer clause, a savings clause; a severability clause; 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 amends the Special Events Ordinance by removing the exemption for funeral processions and governmental agencies; adding a notification requirement along parade routes; and clarifying police personnel pay.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ORDINANCE NO. 2006-5-9 AS CODIFIED IN ARTICLE VIII. SPECIAL EVENTS OF CHAPTER 11 LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO BY DELETING THE EXCEPTION OF FUNERAL PROCESSIONS AND OFFICIAL ACTIVITIES OF GOVERNMENTAL AGENCIES FROM THE APPLICATION OF THIS ORDINANCE; PROVIDING FOR NOTIFICATION OF ADJACENT PROPERTY OWNERS ALONG A PROPOSED PARADE ROUTE; AND OTHER RELATED MATTERS; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano adopted Ordinance No. 2006-5-9 on May 8, 2006 which provided for the regulation of special events on public property within the City of Plano; and

WHEREAS, Ordinance No. 2006-5-9 exempted funeral processions and governmental agencies functioning in their official capacities from the requirement to obtain a special event (parade) permit; and

WHEREAS, at least one court in Texas has ruled that cities may not exempt funeral processions and governmental agencies from the application of parade permits; and

WHEREAS, the closure or restriction of traffic flow on public streets along a parade route may disrupt business and other activities on adjacent property which disruption may be avoided or reduced by sufficient prior notification where possible; and

WHEREAS, it is the intention of the City Council of the City of Plano that the full cost of providing city police protection during special events should be recouped from the event sponsor.

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

Section I. Specific sections of Article VIII, Special Events of Chapter 11 Licenses and Business, are amended to read as follows:

“Section 11-302. Application of Ordinance; Exceptions.

(a) All Special Events, except for those set forth in Section 11-302 (b), must conform with all applicable provisions of this article.

W-2

- (b) The following events are exempt from the provisions of this ordinance:
- (1) Block parties as defined in Section 19-93 of the Code of Ordinances of the City of Plano.
 - (2) Parades held on thoroughfares other than type T, AA, A, B+, B, C, C1 or D.
 - (3) Events which are authorized under a separate agreement or permit issued by the City.”

“Section 11-314. Submittal Requirements.

The Preliminary Special Event Permit Application for a special event permit shall set forth as a minimum the following information:

- (1) The name, address and telephone number of the person seeking to conduct the event.
- (2) If the event is to be held for or by an organization, the organization and/or the authorized and responsible heads of such organization.
- (3) If the event is to be held by or for a person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application.
- (4) The name, address and telephone number of the person who will be the event chairman and who will be responsible for conducting the event.
- (5) The proposed location(s) for the event.
- (6) The purpose of the event.
- (7) The date(s) and time(s) the event will start and terminate.
- (8) The time at which on-site activities in preparation for the event will begin.

The Final Special Event Permit Application shall set forth as a minimum the following information in addition to the Preliminary Special Event Permit Application information:

W-3

- (9) The date when clean up of the property will be complete.
- (10) The proposed parking areas and number of parking spaces provided.
- (11) The approximate number of persons who are attending per day and for duration of permit.
- (12) The number and types of animals and vehicles that are part of the event.
- (13) The location and size of tents, awnings, canopies, food service booths, or other temporary structures shall be shown on a map. A certificate of flame resistance shall be provided for all tents, canopies or other membrane structures that are equal to or greater than 200 square feet in area.
- (14) Details for any planned signage shall be included.
- (15) When loudspeakers will be used, the location and orientation of those speakers shall be shown on a map, in addition to any other amplification devices.
- (16) Any other information which the City shall find necessary under the standards for issuance.
- (17) In the case of a parade the following additional information shall be provided:
 - a. A route map.
 - b. Approximate number of participants in the parade.
 - c. Type of participants (ex. animals, floats, etc.)
 - d. Evidence that all property owners adjacent to the parade route have been notified of the route, date and duration of the parade.
- (18) Proof of insurance for event if insurance is required by State law.
- (19) Map(s) showing streets and pedestrian ways that are impacted as well as site setup indicating all equipment that will be used by the event.”

W-4

“Section 11-349. Police Protection.

When the presence of law enforcement officers is necessary for special events, the applicant shall be responsible for reimbursing the City for the cost of providing police personnel. The cost for City provided police personnel shall be one and one half times the salary for each assigned person on the date the permit is issued with a minimum of two hours per individual.

The objective standards used to determine the number of law enforcement officers shall be as follows:

General traffic conditions in the area requested, both vehicular and pedestrian

Route to be taken if the event is a parade or other moving event

Duration of the event

Whether all or any portion of a roadway will be closed

The estimated number of people who will attend

Uses adjacent to the event such as residential or commercial areas

Time & Date of Event

Alcoholic beverages available for consumption at the event

Fireworks at the event

Wild or undomesticated animals at the event

Need for Safety Zones (Fireworks launch area, Balloon/Helicopter launch or landing area, etc.)

In no event will content of the event or the potential or anticipated reaction to the content by others be considered as factors in the number of officers needed. All reasonable alternative routes, times and locations will be considered so as to offer the applicant the option that will provide the lowest costs consistent with the general public health, safety and welfare. The cost of providing police personnel to meet these guidelines shall be waived by the City upon a showing that the applicant is financially unable to provide the required costs.”

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

Section III. 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

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as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this _____ day of February, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

W-6



**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:	2/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Building Inspections		Initials	Date	
Department Head	Selso Mata		Executive Director	<i>[Signature]</i> 2/12/07	
Dept Signature:			City Manager	<i>[Signature]</i> 2/12/07	
Agenda Coordinator (include phone #): Diana Gallegos #5993					

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

CAPTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, TO GRANT A WAIVER TO INCREASE THE MAXIMUM ALLOWABLE FLAGPOLE HEIGHT FROM FIFTY (50) FEET TO ONE HUNDRED THIRTY (130) FEET AT 600 ACCENT DRIVE AND AT 8700 PRESTON ROAD IN THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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

Per the attached letter, PGA Tour Superstore is requesting to increase the maximum allowable flagpole height from 50 feet to 130 feet at two proposed store locations.

The Zoning Ordinance establishes a 50-foot maximum height for flagpoles. This height may be waived by City Council if it determines that the waiver is not detrimental to neighboring property.

The Sign Regulations contained in the Zoning Ordinance also state that a single flag which shows an emblem or logo of a firm is allowed on the premises when it is erected on a freestanding flagpole with a minimum setback of eight feet behind the property line. In addition flags and insignia of any governmental body and decorating displays without advertising are allowed but shall not exceed 50 feet.

The Board of Adjustment at their January 9, 2007 meeting heard two separate appeals to vary subsection 2006-4-24 to allow a flagpole to exceed the maximum height of 50 feet by 80 feet for a total of 130 feet. Both appeals for variance were approved with a vote of 5/0.

X-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Our ordinance contains two processes for approval and that is why this item is also being considered for your approval.

Approval will allow a 130 foot flagpole at two PGA Tour Superstore locations.

List of Supporting Documents:

Applicant's Request Letter
Board of Adjustment Minutes – January 9, 2007
Site Plans
Flag Pole Schematic

Other Departments, Boards, Commissions or Agencies

X-2

MEMORANDUM

TO: TOM MUEHLENBECK; FRANK TURNER
FROM: SELSO MATA *Jm*
SUBJECT: PGA TOUR SUPERSTORE - FLAGPOLES
DATE: 2/5/2007
CC: DIANE WEATHERBEE; PHYLLIS JARRELL

On approximately December 14, 2006, a PGA Tour Superstores representative requested a building permit to erect a 130 foot flagpole in front of two separate lease spaces located at 600 Accent Drive and the other at 8700 Preston Road. Building Inspections staff referenced the Zoning Ordinance 2006-4-24 Subsection 3.1603 (2) (i) which states:

“A single flag which shows an emblem or logo of a firm or corporation is allowed on the premises of the firm or corporation when it is erected on a freestanding flagpole with a minimum setback of eight feet behind the property line. In addition flags, emblems and insignia of any governmental body and decorating displays without advertising are allowed but shall not exceed 50 feet.”

In the face of a 50 foot maximum height, PGA requested direction on how to proceed in order to acquire permits for the proposed 130 foot flagpoles. Building Inspection staff informed PGA of the variance process and provided PGA with a Board of Adjustment application. Subsequently, the Board of Adjustment at their January 9, 2007 meeting heard two separate appeals to vary Subsection 3.1603 (2) (i) to allow a flagpole to exceed the maximum height of 50 feet by 80 feet for a total of 130 feet. Both appeals for variance were approved with a vote of 5/0.

However an additional section of the Zoning Ordinance Subsection 3.803 also establishes a 50-foot maximum height for flagpoles. It states:

“Flagpoles shall be limited to a maximum height of 50 feet, except that this requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property.”

In order to complete Zoning Ordinance requirements outlined in Subsection 3.803 PGA Tour Superstores is requesting council approval of two flagpoles, each 130 feet in height, one located at 600 Accent Drive and the other at 8700 Preston Road.

Supporting Documents

Applicant's Request Letter
Board of Adjustment Minutes – January 9, 2007
Site Plans
Flag Pole Schematic

X-3

SMARTSIGNS / DISPLAYWORKS

111 Hill Street
Bldg. 3 Unit B
Roswell, GA 30075

February 2, 2007

Members of City Council
City of Plano
1520 Ave. K.
Plano, TX 75086

Dear City Council Members:

The PGA Tour Superstore is requesting that they be granted the needed permission from the City of Plano to fly flags on a one hundred and thirty foot tall flag pole at there store locations on Accent Drive and Preston Road. We believe that the flags and flag- pole will not disturb the neighbors or have a negative impact on the adjoining businesses.

We appreciate your kind consideration of this matter and thank you in advance for you what we hope will be an approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ralph Mulligan', written over a large, irregular scribble.

Ralph Mulligan
Agent for the PGA Tour Superstore

X-4

BOARD OF ADJUSTMENT

January 9, 2007

STAFF:

Victoria Huynh, Assistant City Attorney
Selso Mata, Chief Building Official
Cliff Bormann, Assistant Building Official
Marilu Madrigal, Sr. Code Compliance Representative
Patti Hoffer, Code Compliance Representative
Tamra Beck, Sr. Administrative Assistant

PRESENT:

Chris Caso, Chairman
George Elwell
Joe Milkes
Chris Polito
Cameron McCall, Alternate

PRESENT NOT SEATED:

William Suttle, Alternate
Donnie Swango, Alternate

ABSENT:

Randy Hart
Mike Pirek, Alternate

A public hearing of the Board of Adjustment ("Board") was called to order by Chairman Chris Caso on Tuesday, January 9, 2007 at 6:00 p.m. in the Building Inspections Training Room at the Plano Municipal Center. A quorum was present and notice of the meeting had been posted for the time and manner required by law.

1. Approval of minutes: December 12, 2006

Mr. Chris Polito made a motion to approve the minutes from December 12, 2006. Mr. Joe Milkes seconded. The motion was approved with a vote of 5/0.

2. Public Comments:

There were no public comments.

3. APPEAL #07-01Z 6620 WHISPERING WOODS CT.: A request to vary subsection 2.812 (3) of the Zoning Ordinance number 2006-4-24 to allow a structure attached to the main residence to encroach 6.4' into the required 7.7' side yard setback.

Ms. Marilu Madrigal testified that the property is located at the intersection of Whispering Woods Ct. and Trailbluff Dr. The applicant submitted a permit application for a canvas awning on May 16, 2006. The application was received by Plan Review on May 19, 2006 and was placed on hold May 30, 2006 until more information was provided. Once some of the information was submitted, it was discovered that the structure exceeded the maximum allowed length (at that time the structure was considered a carport). Staff spoke with the applicant regarding ordinance requirements. The application remained in denied status until staff spoke with the applicant again on October 18, 2006, seeking information regarding options available other than removing the structure.

Ms. Madrigal further testified that the structure is located 10.8' from the rear property line, and 1.3' from the adjacent property line. The structure is partially located within two 15' Drainage Easements. If the variance is approved, the applicant will be required to obtain approval from the Planning and Engineering Department and would need to secure a hold harmless agreement. The size of the structure is 30'X40' and it is 14' in height. Staff recommends denial of the requested variance.

X-5

Mr. Chris Polito asked staff if there is a difference in the interpretation of the structure being called a carport or an awning.

Ms. Madrigal answered that there are different criteria for a carport or an awning in the ordinance.

Mr. Selso Mata, Building Official, stated that he and Mr. Cliff Bormann spoke with the applicant at length on Thursday, January 4, 2007 to inform him and make it very clear to him what the ordinance requires for a shade awning or a carport. The applicant stated that the structure is a shade awning not a carport.

Mr. Chris Caso admitted into the record the application, staff report, drawings, map showing location of property and the power point presentations by staff and the applicant.

Mr. David Test, applicant, testified that he that the structure is a shade awning. Mr. Test stated that he has a three car garage and only two cars. He has no reason to use the structure for a carport. The awning is for his children to play in the shade.

Mr. Chris Caso asked if the structure is not a carport, then why are there photographs of cars parked under it.

Mr. Test answered that the car parked under the structure in the photo was not his. It must have been a guest at his home.

The Board asked staff what would be required for the structure to meet the ordinance if it is approved.

Mr. Mata answered that the residential code would have to be met, which requires a class "C" roof.

Mr. Joe Milkes asked the applicant what material the structure is made out of.

Mr. Test answered that it has aluminum posts and a canvas top.

Mr. Milkes stated that the structure would not support a class "C" roof.

Mr. Chris Polito asked the applicant why he did not get a permit before the structure was built.

Mr. Test answered that he assumed it would be acceptable. He further stated that a lot of things are up in the City without permits. The City has not done anything about enforcement.

Mr. Selso stated that staff had never alluded to the fact that it was ok for him to build the structure. His permit was on hold.

Mr. Caso asked the applicant if there was anything unusual about the configuration of his lot that made his situation any different than his neighbors.

Mr. Test answered that where the driveway is and the drainage easement was located.

Mr. Polito asked the applicant if he would like to wait and talk to staff about his alternatives before the Board makes a decision.

Mr. Test answered yes.

Mr. George Elwell told the applicant that in the real estate community the structure would be called a carport if the home were for sale.

Mr. George Elwell made a motion to table appeal #07-01Z until the Feb 13, 2007 meeting to give the applicant time to further investigate other options. Mr. Chris Polito seconded. The motion was approved with a vote of 5/0.

X-6

4. **APPEAL #07-02S 2700 DALLAS PKY:** A request to vary subsection 4.606 of the Zoning Ordinance number 2006-4-24 to allow an Institution monument sign within an Overlay District to exceed the maximum allowed 45 sq. ft. by 18.52 sq. ft. for a total of to 63.52 sq. ft.

Ms. Marilu Madrigal testified that the property is located at the northeast corner of Dallas Pkwy and Chapel Hill Blvd and is located within the Dallas North Tollway Overlay District. The property has three street frontages.

Ms. Madrigal further testified that the applicant is proposing to place a sign at the corner of Parkwood Blvd. and Chapel Hill Blvd. The proposed sign dimensions are 5.27' in height and 11.83' in width.

Staff recommends approval of the requested variance.

Mr. Chris Caso asked if there were any other signs on the property, since they have three street fronts.

Ms. Madrigal answered that there are currently two small signs existing on the property.

Mr. Caso entered into the record the variance application, map, photos, site plan, permit application and drawings of the sign.

Ms. Ginette McKiddy, representing the applicant, testified that at present there is one small wooden sign that will be taken down. The new sign would be more appealing to the community. There are no wall signs on the building itself.

Mr. Kerry Stover, testifying on behalf of the applicant stated that there is one other sign on the property that is a 3'X8' Led display which shows the times of worship. This sign is seen from the access Rd. and not elevated or visible from the Tollway.

Ms. Gayle Kriskie, representing the HOA for surrounding property owners requested information regarding the sign placement, size and height.

Mr. Chris Polito made a motion to approved appeal #07-02S as it is submitted, not to exceed 96" X 32" copy area and not to exceed a total of 63.52 sq. ft. as shown on Exhibit 1 which is the sign drawing submitted. Mr. Chris Caso seconded. The motion was approved with a vote of 5/0.

5. **APPEAL #07-03S 600 ACCENT DR:** A request to vary subsection 3.1603 (2) (i) of the Zoning Ordinance number 2006-4-24 to allow a flag pole to exceed the maximum height of 50' by 80' for a total height of 130'.

Ms. Patti Hoffer testified that the property is located south of the intersection of Plano Parkway and Accent Drive. The applicant stated that a 130' flag pole is part of the stores identity package and that all their store locations have a 130' tall United States of America flag. Per the applicant, the flag would be setback 240 feet from the property line. Staff recommends denial of the requested variance.

Ms. Hoffer showed photos of the front of the property, the plot plan and Ariel view of the location.

Mr. Joe Milkes asked staff if they knew how tall the flag pole is at the Garden Ridge Mall at Spring Creek.

Ms. Hoffer answered that flag pole is 220' tall.

Mr. Caso how the flag pole at Garden Ridge came to be.

Mr. Mata answered that the flag pole was dedicated on November 25, 1983. The ordinance did not incorporate flag pole requirements until 1989. In 1989 there were no height restrictions. The ordinance adopted the height requirement of 50' approximately 7 or 8 years ago.

Mr. Caso asked what can be placed on the flag pole.

X-7

Ms. Hoffer answered that they could have one flag with the Logo for the business.

Mr. Caso asked if there was a requirement for the size of the flag.

Ms. Hoffer answered no.

Mr. Caso admitted into the record the staff report, application, sign layout, photos, letter from Mr. Ralph Mulligan, picture of the proposed flag pole, and the map of the area.

Mr. Ralph Mulligan, representing the applicant testified that the PGA Super Store concept was began in the Atlanta area many years ago. As part of the identity of the store and as a reflection of the owners sense of patriotism they have chosen to have the U.S. Flag be the centerpiece of their identity for the business.

Mr. Mulligan further testified that the building height is approximately 45' and that the flag pole would be slightly twice the height of the store. It is a very respectful flag 30'X50'. It is respectful and done in proportion to the building. When viewing it flying at the store, it fits the look and the dignity of what the owners are trying to present. It is the U.S. flag that we want to fly. There is a PGA Superstores flown at some locations, but that is not the intent, it is not to be a marketing sign.

Mr. Mulligan further testified that it is something that will bring a lot of visual pleasure to people who like seeing flags, especially a U.S. flag. In the area it is not going to be overbearing. To date there has been no negative feedback in all the cities where they have the flag poles at 130'. The store would go into a disadvantaged location and revive the area.

The Board had concerns that the variance stays with the land and that if the property changed hands, the flag pole could fly a Logo flag instead of the U.S. Flag.

Mr. Mulligan stated that the flag poles are designed to be taken down if the store closes. The cost of the flag pole is approximately \$30,000; the flag costs approximately \$1400.00j to \$1800.00 and are normally replaced three times a year. The flag is not taken down at night and so it is lighted.

Mr. George Elwell made a motion to approve appeal #07-03S to allow a 130' flagpole as proposed. Mr. Joe Milkes seconded. The motion was approved with a vote of 5/0.

6. **APPEAL #07-04S 8700 PRESTON RD:** A request to vary subsection 3.1603 (2) (i) of the Zoning Ordinance number 2006-4-24 to allow a Flag pole to exceed the maximum height of 50' by 80' for a total height of 130'.

Ms. Patty Hoffer testified that this property is located at the northeast corner of Preston Road and McDermott Road. The applicant stated that a 130' flag pole is part of the stores identity package and that all their store locations have a 130' tall U.S. flag. Per the applicant, the flag would be setback 180 feet from the property line. Staff recommends denial of the requested variance.

Ms. Hoffer showed photos of the property, site plan and location of the proposed flag pole.

Mr. Caso admitted into the record the presentation along with the photographs, application the letter from Mr. Mulligan, site drawings, flag pole drawing and site plan.

Mr. Ralph Mulligan, representing the applicant testified that the company is taking a closed store and trying to revitalize it.

Mr. Caso asked the applicant if there was anything different about this than the previous case.

Mr. Mulligan answered no.

Ms. Lisa Birdsong, representing the owner of the property, Preston Village Shopping Center. The owner is very eager in getting the City's support in placing this flag pole. Our property is now is

X-8

Surrounded on two sides by 40' retaining walls because of the Preston 121 Interchange. This property is 7 years old and it has spent 5 years in recession. We were the very first property before any of the Frisco developments. We have struggled for some time out there. PGA represents a new life for us. Wal-Mart and The Home Depot are two huge players who are also suffering in this area. It makes a statement to how North Plano is failing at this moment.

Ms. Birdsong further testified that the flag pole with the identity that it represents for PGA does not only for Preston Village, but for North Plano because it does give us that visibility, it not only stands out, but because we are in the 121 Preston Overlay District we are bound by monument signs it gives us no visibility to 121, no visibility to Preston now because they are above us. This property is hidden and suffers many hardships. We would like to see PGA get the variance they are requesting.

Ms. Birdsong further stated that the owner of the property has sign criteria that does not allow them to fly any flag other than the U.S. flag, the Texas flag secondary or the I.D. secondary. If the U.S. flag is not on it, nothing can be on it. The maximum size flag that can be put on the pole is 30'X50', the I.D. sign cannot be greater than half the size of the U.S. flag.

Mr. Joe Milkes asked what used to occupy the space.

Ms. Birdsong answered Miniyards.

Mr. Joe Milkes made a motion to approve appeal #07-04S. Mr. Chris Polito seconded. The motion was approved with a vote of 5/0.

7. APPEAL #07-05S 5801 W. PARKER RD: A request to vary subsection 3.1603 (2) (g) of the Zoning Ordinance number 2006-4-24 to allow two Municipally-owned signs to exceed the maximum allowed 100 sq. ft. by 80 sq. ft. and 126.4 sq. ft respectively

Ms. Patti Hoffer testified that the property is located near the intersection of Parker Road and Clark Parkway at the northeast corner. The applicant is requesting a variance to allow two monument signs at this location. The first monument sign would be located at the entrance of the new Tom Muehlenbeck Recreation Center off of Parker Road, at the south of the property. The dimensions of this sign are 56.6' by 4' in height. Per the applicant, this sign is designed so no portion of the wall elevation will exceed 30" within the visibility triangle. The second monument sign would be located to the north of the property, near the swimming pool area. The dimensions of this sign are 22.5' by 8' in height. Staff recommends approval of the requested variance.

Ms. Hoffer continued her testimony showing photos of the area and locations of the proposed signs

We received one phone call by a woman named Gayle. She was fine with this variance if the signs were both Monument signs.

Mr. Caso introduced into the record the staff reports, application, site plan, drafts of the signs - drawings of the two signs, schematic of the location of the signs.

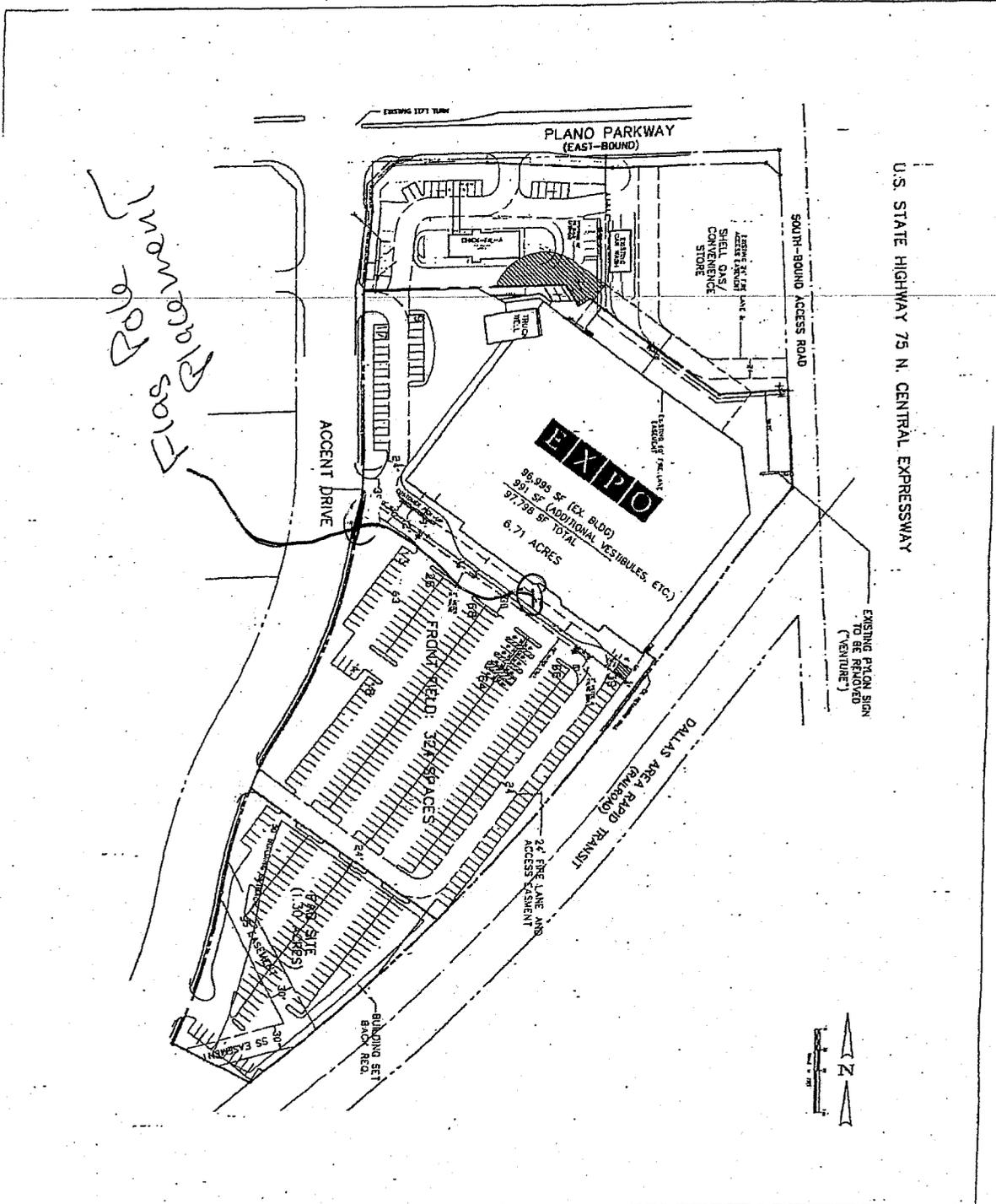
Mr. Steve Healy, representing the applicant testified that he is simply requesting that the Board grant the variance for the signs so that it will maintain proportions in respect the vastness of the project, the amount of land that is out there and the size of the buildings.

After examining the application, supporting documents and hearing testimonies, Mr. George Elwell made a motion to approve appeal 07-05S to allow two monument signs to exceed as presented by 80 sq. ft. on the northern most directional sign to the pool, and to exceed as presented by 126.4 sq. ft. the entry sign at Parker Road. Mr. Cameron McCall seconded. The motion was approved with a vote of 5/0.

There being no further business, the meeting was adjourned at 8:10 p.m.

Chris Caso, Chairman

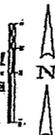
X-9



*Plano Parkway
Access Road*

U.S. STATE HIGHWAY 75 N. CENTRAL EXPRESSWAY

EXISTING PLACON SIGN
TO BE REMOVED
(VENTURE)



GREENBERG FALGOUT ARCHITECTURE INCORPORATED

731 THE EXCHANGE ATLA 36335 731 730-3633 FAX 730-361-2333

PROJECT INFORMATION

■ SITE AREA	6.71 ACRES
■ PAD SITE	1.30 ACRES
■ BUILDING AREA	171,024 SF
■ EXPO RETAIL	99,739 SF
■ TOTAL	97,739 SF

PARKING COUNT SUMMARY

■ REQUIRED	186 SPACES
■ EXPO (SPRINGDALE (1/ACROSS))	118 SPACES
■ EXPO RETAIL (1/2ACROSS)	304 SPACES
■ TOTAL REQUIRED	324 SPACES
■ RATIO PROVIDED	1/2002 SF

NOTES

1. THE CONCEPT SITE PLAN IS FOR PLANNING PURPOSES ONLY. IT IS NOT TO BE USED FOR PERMITTING OR CONSTRUCTION. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
2. THIS SITE PLAN IS BASED ON THE PLANNED PARKING AND TRAFFIC PATTERNS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
3. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

EXPO
PLANO PARKWAY & ACCENT DRIVE
PLANO, TEXAS

SCALE: 1"=50'-0"
0 50 100
SHEET NO. 2 OF 2

DATE: 08/17/04
BY: J. W. WILSON
CHECKED BY: J. W. WILSON
DATE: 08/17/04

LOCATION MAP

PROJECT INFORMATION

■ SITE AREA	6.71 ACRES
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EXPO
PLANO PARKWAY & ACCENT DRIVE
PLANO, TEXAS

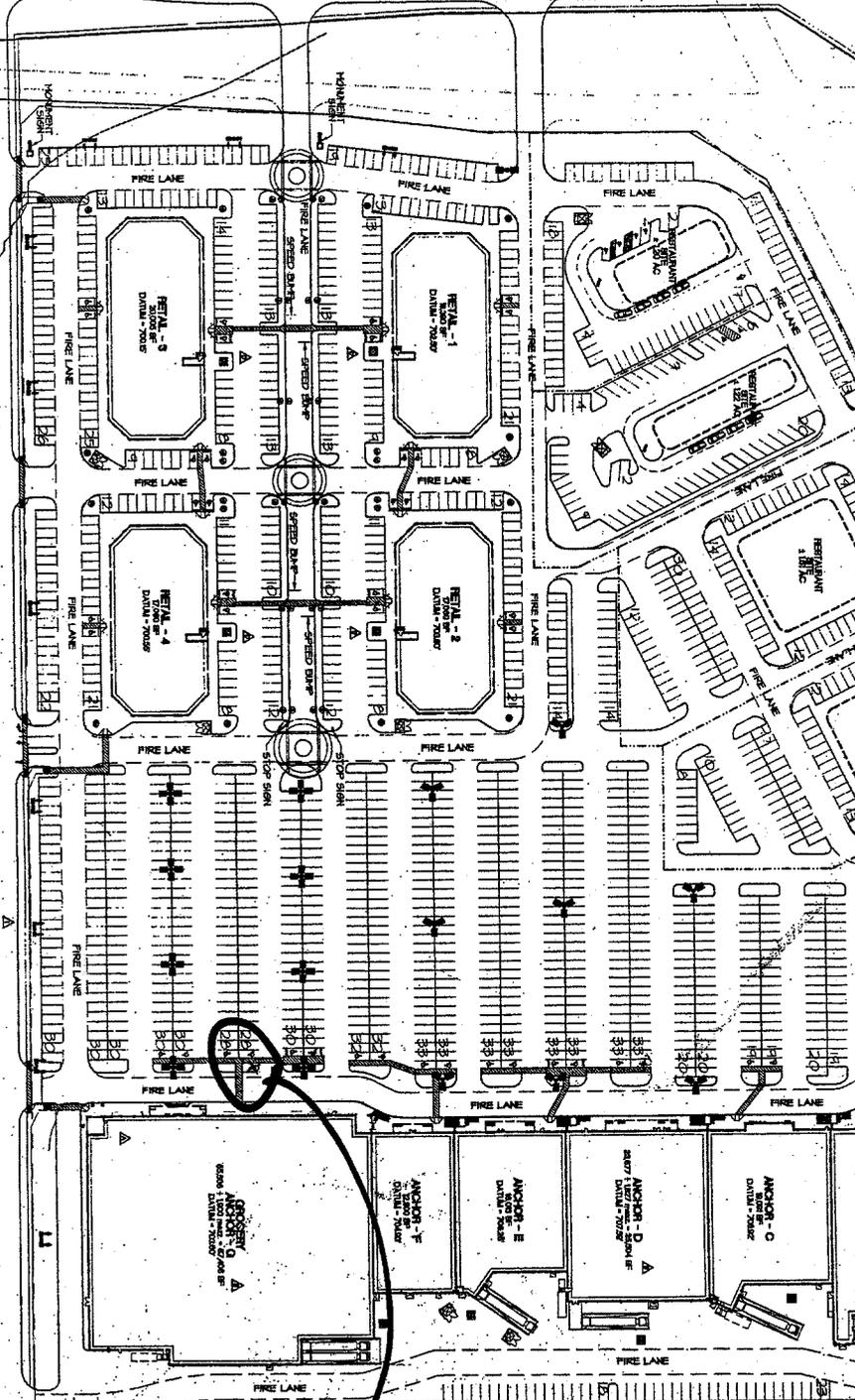
SCALE: 1"=50'-0"
0 50 100
SHEET NO. 2 OF 2

DATE: 08/17/04
BY: J. W. WILSON
CHECKED BY: J. W. WILSON
DATE: 08/17/04

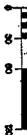
01-X

PRESTON ROAD (SH 289)

PROPOSED MCDERMOTT ROAD



SITE PLAN



Flag Pole

PARKING PROVIDED
 EXCLUDING PAD AREA
 NET SITE AREA ± 30.78 AC
 PAD SITE AREA ± 5.62 AC

FUTURE CROSS ACCESS

11-X

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, TO GRANT A WAIVER TO INCREASE THE MAXIMUM ALLOWABLE FLAGPOLE HEIGHT FROM FIFTY (50) FEET TO ONE HUNDRED THIRTY (130) FEET AT 600 ACCENT DRIVE AND AT 8700 PRESTON ROAD IN THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, PGA Tour Superstore, has requested a waiver of the Zoning Ordinance to allow it to place two flagpoles for a maximum height of 130 feet at two proposed store locations in Plano; and

WHEREAS, according to Zoning Ordinance Section 3.1603 (2)(i) a flag that displays an emblem or logo of a firm is allowed on the premises when it is erected on a freestanding flagpole with a minimum setback of eight feet behind the property line and any flags with advertising are allowed but shall not exceed 50 feet; and

WHEREAS, The Board of Adjustment at its January 9, 2007 meeting approved two separate appeals to vary subsection Section 3.1603 (2)(i) to allow a flagpole to have a maximum height of 130 feet; and

WHEREAS, there is an additional approval process set out in Section 3.803 of Article 3 of the Zoning Ordinance that establishes a 50-foot maximum height for flagpoles unless a waiver is approved by the City Council, which waiver is based upon a finding that the height variance granted is not detrimental to neighboring property; and

WHEREAS, the applicant now asks the City Council to grant a waiver for both of these locations so it may install the flags to the 130 feet height.

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

Section I. The applicant's request to increase the maximum allowable flagpole height from fifty (50) feet to one hundred thirty (130) feet at 600 Accent Drive and 8700 Preston Road in the City of Plano having been reviewed by the City Council, and the Council finds that the request would not be detrimental to the neighboring properties, hereby approves the waiver for both of the above locations.

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

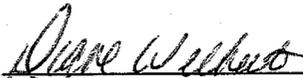
DULY PASSED AND APPROVED this the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane Wetherbee, CITY ATTORNEY

X-13

DATE: February 6, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission **TE**
SUBJECT: Results of Planning & Zoning Commission Meeting of February 5, 2007

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2006-35
APPLICANT: H.H.P.L. LIMITED**

DESCRIPTION:

Request to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive **from** Planned Development-426-Retail/General Office **to** Planned Development-Light Industrial-1. Zoned Planned Development-426/Retail/General Office with Specific Use Permit #384 for New and Used Car Dealer.

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

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/pp

xc: H.H.P.L. Limited
Chris Rador, Chris Rador Architects, Inc.
S. Ray Huffines, H.H.P.L. GP, Inc.
Bob Wright, Pate Engineers
Donald Pascal, Jr., Don Paschal Consulting

1-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 5, 2007

Agenda Item No. 6

Public Hearing: Zoning Case 2006-35

Applicant: H.H.P.L. Limited

DESCRIPTION:

Request to rezone 3.0± acres located on the north side of Tradition Trail, 700± feet east of Ohio Drive **from** Planned Development-426-Retail/General Office **to** Planned Development-Light Industrial-1. Zoned Planned Development-426/Retail/General Office with Specific Use Permit #384 for New and Used Car Dealer.

HISTORY:

The Planning & Zoning Commission recommended approval of the request at their January 16, 2007, meeting by a vote of 4-1. The public hearing for the zoning request had been incorrectly noticed for two different Commission meetings: January 16, 2007, and February 5, 2007. The commissioner voting in opposition to the request had concerns about the duplicate public notice. At their January 22, 2007, meeting, City Council voted to send the request back to the Commission to eliminate any potential confusion about the dual notices.

REMARKS:

The current zoning is Planned Development-426-Retail/General Office (PD-426-R/O-2) with Specific Use Permit #384 (SUP #384) for New and Used Car Dealer. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical and similar services to local residents, corporate offices for regional and national operations, and major centers of employment for Plano and surrounding communities. A PD district provides the ability to amend use, height, setback and other requirements at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. PD-426-R/O-2 contains provisions for increased landscape edge width along Ohio Drive, building setback requirements, maximum floor area ratio, and maximum area for retail development, and permits new and used care dealer uses with approval of an SUP.

1-2

The requested zoning is to expand the existing Planned Development-131-Light Industrial-1 (PD-131-LI-1) to include this property. The purpose of the request is to permit construction of an automobile towing (automobile repair - major) and automobile storage business. The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts. PD-131-LI-1 contains a provision for increased landscape edge width along Ohio Drive.

Surrounding Land Use and Zoning

Properties to the north of the request are zoned PD-426-R/O-2 and have been developed as new and used car dealers. Properties to the south and east are zoned PD-131-LI-1 and have been partially developed as office-showroom/warehouse, wholesale/storage warehouse, new and used car dealer, automobile storage, service yard of a governmental agency (North Texas Tollway Authority) uses. To the west, across Ohio Drive, the properties are zoned Planned Development-138-Retail/Office-2 and have been developed as retail, office, automobile parking lot, and convenience store with gas pumps uses.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Low Intensity Office and Light Industrial land use designations. The proposed zoning is in conformance with the Future Land Use Plan.

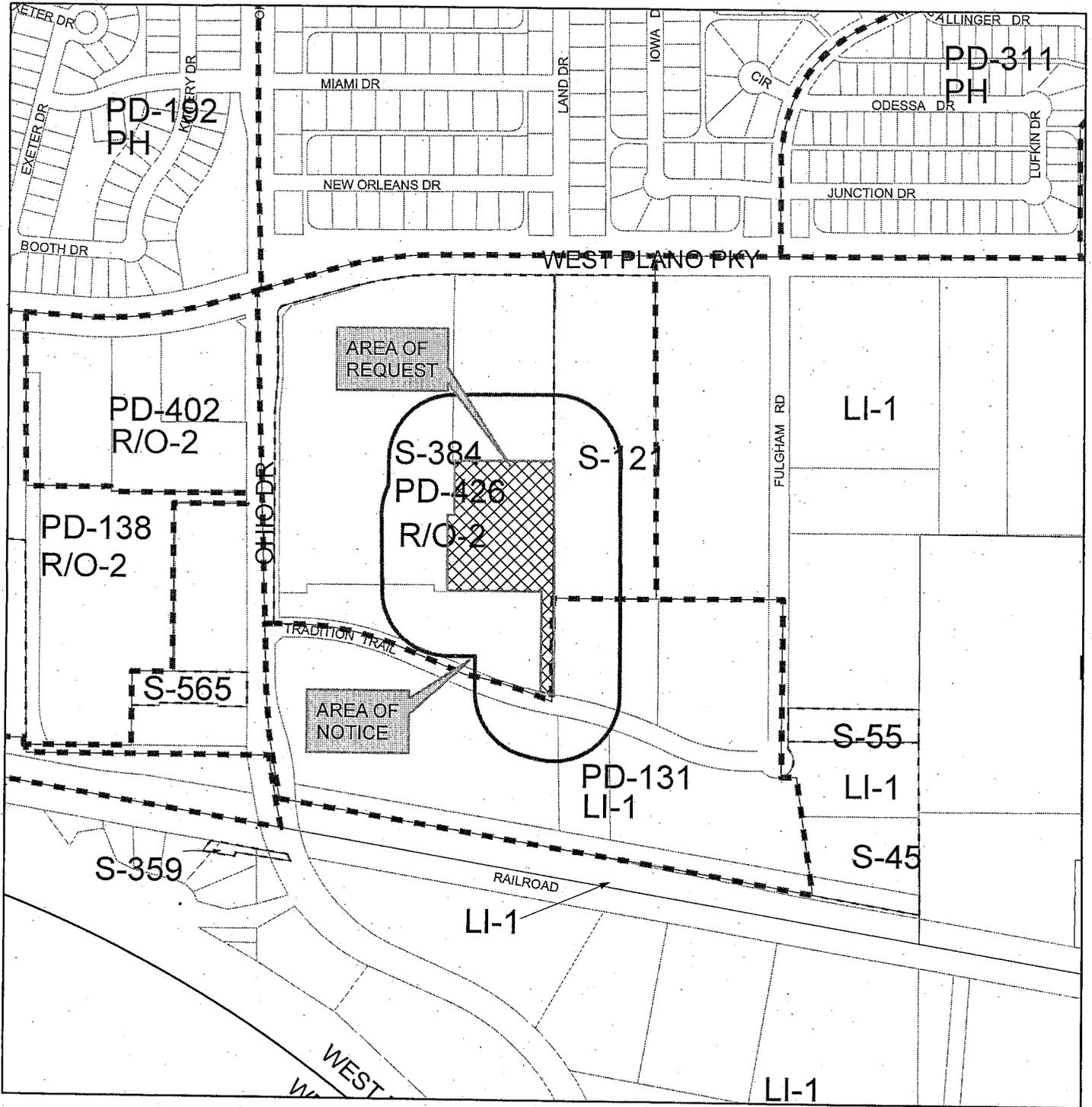
Adequacy of Public Facilities - Water and sanitary sewer services are available to the site.

Traffic Impact Analysis (TIA) - A TIA is not required for this zoning request since the proposed zoning generates less than 5,000 vehicle trips per day.

The proposed PD-131-LI-1 zoning is an extension of an adjacent zoning district. The allowable uses within PD-131-LI-1 are consistent to and compatible with the uses of existing developed properties. The site is physically appropriate for PD-131-LI-1 uses.

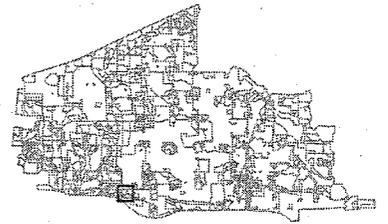
RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2006-35

Existing Zoning: PLANNED DEVELOPMENT-426-RETAIL/
GENERAL OFFICE w/SPECIFIC USE PERMIT #384



○ 200' Notification Buffer



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ORDINANCE NO. _____
(Zoning Case 2006-35)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 3.0± ACRES OUT OF THE MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553, LOCATED ON THE NORTH SIDE OF TRADITION TRAIL, 700± FEET EAST OF OHIO DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-426-RETAIL/GENERAL OFFICE TO PLANNED DEVELOPMENT-131-LIGHT INDUSTRIAL-1; 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 February, 2007, for the purpose of considering rezoning 3.0± acres out of the Martha McBride Survey, Abstract No. 553, located on the north side of Tradition Trail, 700± feet east of Ohio Drive in the City of Plano, Collin County, Texas, from Planned Development-426-Retail/General Office to Planned Development-131-Light Industrial-1; 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 February, 2007; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 3.0± acres out of the Martha McBride Survey, Abstract No. 553, located on the north side of Tradition Trail, 700± feet east of Ohio Drive in the City of Plano, Collin County, Texas, from Planned Development-426-Retail/General Office to Planned Development-131-Light Industrial-1, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to a thirty-foot wide landscape buffer adjacent to the existing curb of Ohio Drive.

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

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

Section V. The repeal of any ordinance or part of ordinances 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 12TH DAY OF FEBRUARY, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain 3.000 acres of land, out of Lot 3, Block A, recorded in Cabinet Q, Sheets 12 and 13, in the Plat Records of Collin County, Texas, in the Martha McBride Survey, A-553, Collin County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the record bearings of said Lot 3, Block A, Huffines Dodge Addition):

BEGINNING at a 1" iron pipe found for the southeast corner of said Lot 3, Block A, common to the southwest corner of the tract of land described in the deed to American Realty Trust, recorded in Volume 4323, Page 3537, in the Deed Records of Collin County, Texas, in the north right of way line of Tradition Trail (60 foot right-of-way), said point being on a curve to the right with a radius of 1,270.00 feet, a central angle of $01^{\circ} 22' 55''$, and a chord that bears North $77^{\circ} 28' 00''$ West 30.63 feet;

THENCE along said curve to the right, in a northwesterly direction along the north right-of-way line of said Tradition Trail, an arc distance of 30.63 feet to a 5/8" iron rod with a cap stamped "PATE" set for the southernmost southwest corner of the herein described tract, in the north right-of-way of said Tradition Trail;

THENCE North $00^{\circ} 52' 29''$ East – 323.27 feet to a 5/8" iron rod with a cap stamped "PATE" set for an angle corner of the herein described tract;

THENCE North $89^{\circ} 13' 15''$ West – 294.86 feet to a 5/8" iron rod with a cap stamped "PATE" set for a southwest corner of the herein described tract, common to an angle corner of Lot 1R, Block A, Huffines Dodge Addition;

THENCE North $00^{\circ} 52' 29''$ East 217.04 feet along the west line of the herein described tract, common to the east line of said Lot 1R, Block A, Huffines Dodge Addition, to an "X" cut set for an angle corner of the herein described tract;

THENCE South $89^{\circ} 07' 31''$ East – 20.96 feet to a 1" iron rod found for an angle corner of the herein described tract;

THENCE North $00^{\circ} 52' 29''$ East – 165.81 feet along the west line of the herein described tract, common to the east line of said Lot 1R, Block A, Huffines Dodge Addition, to a 5/8" iron rod with a cap found for the northwest corner of the herein described tract, common to an angle corner of said Lot 1R, Block A, Huffines Dodge Addition, and the southwest corner of Lot 2R, Block A, Huffines Dodge Addition;

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THENCE South 89° 13' 15" East - 303.90 feet along the north line of the herein described tract, common to the south line of said Lot 2R, Block A, Huffines Dodge Addition, to a found 5/8" iron rod with cap and being the northeast corner of the herein described tract, in the west line of Lot 1R, Block A, Parkway Pontiac Addition, recorded in Cabinet F, Slide 742, in the Plat Records of Collin County, Texas;

THENCE South 00° 52' 29" West along the east line of the herein described tract, passing 1/2" iron rod found at a distance of 286.27 feet, the south line of said Lot 1R, Block A, Parkway Pontiac Addition, for a total distance of 712.32 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 3.000 acres of land.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	2/12/07		Reviewed by Legal <i>pu</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>gms</i>	<i>1/29/07</i>
Agenda Coordinator (include phone #): Cindy Pierce, ext. 7121				

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

CAPTION

An Ordinance of the City of Plano, Texas repealing sec. 15-24(10) of Chapter 15, Parks and Recreation, Article II, Parks and Recreation Planning Board of the City of Plano Code of Ordinances; amending Chapter 2, Administration of the City of Plano Code of Ordinances by adding Section 2-13 to provide for the naming/renaming of City facilities, structures and improvements in the City of Plano; providing repealing, savings, and severability clauses; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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 repeals Section 15-24(10) of Chapter 15 of the Code that provides for the Parks and Recreation Planning Board to have naming rights of certain City facilities. This Ordinance further amends Chapter 2 of the Code of Ordinances by adding Section 2-13, which provides authority to City Council for the naming and/or renaming of facilities, structures and improvements in the City of Plano.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING SEC. 15-24(10) OF CHAPTER 15, PARKS AND RECREATION, ARTICLE II, PARKS AND RECREATION PLANNING BOARD OF THE CITY OF PLANO CODE OF ORDINANCES; AMENDING CHAPTER 2, ADMINISTRATION OF THE CITY OF PLANO CODE OF ORDINANCES BY ADDING SECTION 2-13 TO PROVIDE FOR THE NAMING/RENAMING OF CITY FACILITIES, STRUCTURES AND IMPROVEMENTS IN THE CITY OF PLANO; PROVIDING REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the naming of City facilities and improvements is a significant decision involving due consideration for the location and purpose of the facility and the designation of those facilities; and

WHEREAS, the City Council finds that when naming a facility for a person, whether living or deceased, consideration shall be given to the contributions made by the person over a period of time; and

WHEREAS, the City Council finds that naming should be limited to one body to ensure consistency with the customs and standards used in this process; and

WHEREAS, the City Council desires to repeal Section 15-24(10) of Chapter 15, Parks and Recreation, Article II, Parks and Recreation Planning Board of the Code of Ordinances of the City of Plano in its entirety as it relates to naming rights of certain facilities; and

WHEREAS, the City Council further desires to amend Chapter 2 Administration by adding a section to provide authority for the naming and renaming of City facilities, structures and improvements in the City of Plano.

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

Section I. Section 15-24(10) of Chapter 15, Parks and Recreation, Article II, Parks and Recreation Planning Board of the Code of Ordinances of the City of Plano is hereby repealed in its entirety.

Section II. Chapter 2, Administration of Article I, In General of the Code of Ordinances of the City of Plano is hereby amended to add the following:

“Sec. 2-13. Naming/renaming city facilities

The City Council is solely responsible for naming all City owned facilities, structures and improvements, whether natural or manmade, including but not limited to: libraries, buildings, parks, and recreation facilities located within the City of Plano. The authority to name all meeting rooms and other internal rooms or auditoriums within City owned facilities shall also

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be reserved to the City Council unless such naming rights are granted as a sponsorship program authorized by the City Council.

If any other ordinance, resolution or policy places naming rights in any other person, board, commission or committee inconsistent with this ordinance, such ordinance, resolution or policy is hereby repealed except such repealer shall not apply to street names and signs as set forth in Sec. 5.4 b. 16 "Street Names and Signs" of Article V of the City of Plano Subdivision Ordinance as the same may be amended from time to time."

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

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

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

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 2/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Svcs/Oper.		Initials	Date
Department Head	James R. Hogan		Executive Director	<i>[Signature]</i> 2-7-07
Dept Signature:		City Manager	<i>[Signature]</i>	2/11/07
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING LEGISLATION THAT URGES THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO IMPOSE A 180-DAY MORATORIUM ON THE PERMITTING OR FURTHER PROCESSING OF CURRENT PERMIT APPLICATIONS FOR PULVERIZED COAL-FIRED POWER PLANTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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				
Supports the basis of H.C.R. No. 43; which requests further research in regard to alternative options using cleaner coal technology and addresses health and pollution issues.				
List of Supporting Documents: Exhibit 'A' – H.C.R. No. 43		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING LEGISLATION THAT URGES THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO IMPOSE A 180-DAY MORATORIUM ON THE PERMITTING OR FURTHER PROCESSING OF CURRENT PERMIT APPLICATIONS FOR PULVERIZED COAL-FIRED POWER PLANTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The coal-fired power plants will affect millions of Texans; and

WHEREAS, Emissions from these plants include sulfur dioxide and nitrogen oxide emissions, which cause adverse health conditions; and

WHEREAS, By-products of these plants could exacerbate Texas' already severe air pollution problems; and

WHEREAS, Several policy options at both the state and national levels are under consideration to encourage the use of cleaner coal technology; capital cost recovery and accelerated depreciation schedules for using cleaner coal technology; and

WHEREAS, H.C.R. No. 43 is a concurrent resolution presently before the 80th Legislative Session of the State of Texas imposing a 180-day moratorium on the permitting or further processing of current permit applications for pulverized coal-fired power plants in Texas under consideration as expedited permits.

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

Section I. The City Council desires to support the basis of H.C.R. No. 43, which requests further research in regard to alternative options using cleaner coal technology and addresses health and pollution issues.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

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Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

By: Anderson

H.C.R. No. 43

CONCURRENT RESOLUTION

1 WHEREAS, The Texas Commission on Environmental Quality is
2 considering permit applications from multiple applicants to
3 construct and operate pulverized coal-fired power plants in
4 locations throughout Texas; and

5 WHEREAS, These plants will affect millions of Texans, which
6 demands that there be ample opportunity for citizen participation
7 in the permitting process as well as ample time for thorough
8 evaluation of potential impacts of proposed plants on human health,
9 quality of life, and the environment; and

10 WHEREAS, Emissions from new pulverized coal-fired generation
11 include sulfur dioxide and nitrogen oxide emissions, which cause
12 adverse cardiopulmonary conditions, such as asthma and heart
13 attacks, as well as mercury, which causes adverse neurological
14 impacts, such as autism; and

15 WHEREAS, These by-products would exacerbate Texas' already
16 severe air pollution problems, leaving more than half of Texans
17 living in areas where the air fails to meet federal minimum
18 standards and undermining the long-standing efforts of Texas state
19 and local governments to avoid substantial federal noncompliance
20 penalties, such as the loss of federal highway funding and
21 constraints on new business development; clearly, increased
22 emissions from the proposed plants could place Texas at a
23 competitive disadvantage to other states under federal proposals to
24 cap carbon emissions; and

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H.C.R. No. 43

1 WHEREAS, Local leaders from many areas of Texas object to the
2 permitting of the proposed plants, over concerns that emissions
3 from the plants could undermine local air quality programs and
4 jeopardize the health of local residents; and

5 WHEREAS, Additionally, regional officials with the
6 Environmental Protection Agency (EPA) have expressed concern that
7 the Texas Commission on Environmental Quality has not adequately
8 taken into account the cumulative environmental impact of multiple
9 permits in the same vicinity on that area's quality of life; the EPA
10 has suggested that the lack of proper monitoring and analysis in
11 areas not currently under nonattainment status could cause those
12 areas to fall into nonattainment and has warned that pollution
13 controls at these plants could fail to meet Best Available Control
14 Technology guidelines; and

15 WHEREAS, In Central Texas, where nine permits are currently
16 under consideration, there is no monitoring of air quality or
17 gathering of baseline data; in addition, there is no apparent
18 crisis that would require building new generating plants, as the
19 price of natural gas for the state's power grid is approximately
20 one-half of what it was when the permitting process was
21 accelerated, and the reserve margin of available power supply is
22 adequate when existing plants are used at capacity; and

23 WHEREAS, Moreover, Texas has more renewable energy potential
24 than any other state in the country and is meeting a growing share
25 of its electricity needs through increased generation from
26 renewable energy sources, such as wind, solar, and biomass; and

27 WHEREAS, Several policy options at both the state and

H.C.R. No. 43

1 national levels are under consideration to encourage the use of
2 cleaner coal technology; capital cost recovery and accelerated
3 depreciation schedules for using cleaner coal technology are just
4 two such options; in light of the potential health and economic
5 risks and the existing policy alternatives, the State of Texas
6 would be well-served to gather as much information as possible
7 before rushing to permit these proposed pulverized coal-fired power
8 plants; now, therefore, be it

9 RESOLVED, That the 80th Legislature of the State of Texas
10 hereby urge the Texas Commission on Environmental Quality to impose
11 a 180-day moratorium on the permitting or further processing of
12 current permit applications for pulverized coal-fired power plants
13 in Texas under consideration as expedited permits; and, be it
14 further

15 RESOLVED, That the Texas secretary of state forward an
16 official copy of this resolution to the executive director of the
17 Texas Commission on Environmental Quality.

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