

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., MARCH 16, 2005 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|----|---|-----------|--------|
| I. | Legal Advice | Wetherbee | 30 min |
| A. | Respond to questions and receive legal advice on agenda items | | |
| B. | Patricia Hope vs. Texas Supreme Ct. et al | | |
| C. | TXU Delivery Systems Settlement | | |
| D. | Superstore Zoning Amendments | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|--|---------|---------|
| I. | Consideration and action resulting from executive session discussion | Council | 5 min. |
| II. | Racial Profiling Report and Department Overview | Rushin | 15 min. |
| III. | Discussion and Direction re Board and Commission Policies Including 2005 Appointment Process | Council | 10 min. |
| IV. | Personnel Appointment | Council | 5 min. |
| A. | Plano Transition and Revitalization | | |
| B. | Public Art Committee | | |
| V. | Council items for discussion/action on future agendas | Council | 5 min. |
| VI. | Consent and Regular Agenda | Council | 5 min. |
| VII. | Council Reports | Council | 5 min. |

- A. Council May Receive Information, discuss and provide direction on the following reports:
- B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees
 - 1. Banner Sign Committee Report Callison 5 min.

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

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



CITY COUNCIL

1520 AVENUE K

DATE: March 16, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Cub Scout Pack 297,
Chartered by Free Will Baptist
Church of Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Public Arts Committee</u> Mary Jo Forbes</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Special Recognition: Scott Neumeyer, 2004 Code Enforcement Officer of the Year</p> <p>Presentation: To City of Plano by City Center Association</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda.</p> <p>Speakers will be notified when speaking time has expired. The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) Approval of Minutes</p> <p>February 22, 2005 February 25, 2005 March 2, 2005</p> <p><u>Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:</u></p> <p>(b) Bid No. B061-05 for construction of Parker Road Estates Sanitary Sewer in the amount of \$500,523. The project consists of reconstruction of 2,600 feet of sanitary sewer by pipe bursting, 1,200 feet of sanitary sewer by open cut, and the reconstruction of the alley in the rear of Ports O'Call Drive from Las Palmas Lane to Brisbane Lane in the Ports O'Call Subdivision.</p> <p>(c) Bid No. B079-05 for Environmental Discovery Garden Kiosk (Project No. 5439) in the amount of \$27,600.</p> <p>(d) Bid No. B055-05 for the Oak Point Park and Nature Preserve Phase 2 Amphitheater Entertainment Roof System in the amount of \$312,403.</p> <p>(e) Bid No. B080-05 for the 2004-2005 Arterial Concrete Replacement Project, Coit Road from 15th Street to McDermott Drive, Project No. 5581, within the City of Plano in the amount of \$925,500.</p> <p>(f) Bid No. GI076-05 for purchase of Chemical/Biological Protective Clothing for Pre-2004 SHSP Grant and 2004 SHSP Grant in a total amount not to exceed \$102,025.</p> <p>(g) Bid No. C073-05 to establish an annual fixed price contract for Traffic Signal Pre-Emption Equipment in the estimated annual amount of \$101,200 for an annual contract with two optional one-year renewals.</p> <p>(h) Bid No. B049-05 for Municipal Center – Bldg #71 – from The Whitlock Group to furnish audio visual equipment in Training Room A and Building Inspections Training Room in the amount of \$44,000.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(i) To approve receipt of two gifts in equal amounts of \$26,000 each from Friends of the Plano Public Library and Plano Public Library Foundation (for a total gift amount of \$52,000) for the creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library; and authorizing the City Manager to execute all necessary documents to receive these gifts; and providing an effective date.</p> <p>(j) To approve a contract in the amount of \$52,000 between the City of Plano – Plano Public Library System and Gary Riggs Interiors for the creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library; and authorizing the City Manager to execute all necessary documents to effectuate the purchase approved herein; and providing an effective date.</p> <p>(k) To approve a Special Warranty Deed from the City of Plano to the City of Plano, comprised of one (1) parcel of land totaling 1.424 acres for dedication as public right-of-way for Plano Parkway, said parcel situated in the M.R. Foster Survey, Abstract No. 332 of the Land Records of Collin County, Texas, authorizing its execution by the City Manager, and providing an effective date.</p> <p>(l) To approve a Special Warranty Deed from the City of Plano to the City of Plano, comprised of one (1) parcel of land totaling 0.041 acre for dedication as public right-of-way for Mortonvale Road, said parcel situated in the A.M. Hatfield Survey, Abstract No. 432, and the Eli Smyler Survey, Abstract No. 857 of the land records of Collin County, Texas, authorizing its execution by the City Manager, and providing an effective date.</p> <p>(m) To approve a Special Warranty Deed from the City of Plano to the City of Plano, comprising eleven (11) parcels of land totaling 23.937 acres for dedication as public right-of-way for Los Rios Boulevard, said parcels situated in the Jeremiah Muncy Survey, Abstract No. 621, the WM. McCreary Survey, Abstract No. 601, the W.J. Jackson Survey, Abstract No. 485, the A.M. Hatfield Survey, Abstract No. 432, and the Eli Smyler Survey, Abstract No. 857 of the land records of Collin County, Texas, authorizing its execution by the City Manager, and providing an effective date.</p> <p>(n) To approve and authorize refunds of property tax overpayments; and providing an effective date.</p> <p>(o) To approve the purchase of SmartNet 800 MHz mobile and 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.</p> <p>(p) To approve the purchase of the “Simulator for VisiCAD,” from Brimac Systems, Inc.; a sole-source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for intersection improvements on Spring Creek Parkway at Coit Road; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for the development and construction of Los Rios Boulevard from Jupiter Road to Parker Road; authorizing its execution by the City Manager; and providing an effective date.	
(s)	To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for intersection improvements on SH 289/Preston Road at Legacy Drive; authorizing its execution by the City Manager; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(t)	To provide for partial exemption of certain Heritage Resources located in the City of Plano, Texas from the current year ad valorem taxation in the amount of \$31,333; providing a severability clause and an effective date.	
(u)	To abandon all right, title and interest of the City, in and to a portion of that certain 80' temporary drainage easement recorded in Volume 2843, Page 740 of the Collin County Deed Records and being situated in the Daniel Rowlett Survey, Abstract Number 738 and located approximately 1600 feet north of Ruisseau Drive and between Premier Drive and US Highway No. 75 in the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Moore Plaza Partners Limited Partnership, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	
(v)	To amend the Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-102(e) to include the prohibition of stopping, standing or parking of motor vehicles along the east side of Floyd Drive from Gull Lake Drive south to Elsinore Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:45 p.m. on school days; declaring the parking of motor vehicles in said section of Floyd Drive within the defined time limits as unlawful and a misdemeanor; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, and an effective date.	
<u>Approval of Purchase off Existing Contract</u>		
(w)	To authorize the purchase of one (1) GMC Truck, Model TT7F042, regular tilt cab with dump body in the amount of \$61,056 through the Texas Association of School Board Cooperative Purchasing Buyboard Program Contract #208-04 awarded to Rush Truck Centers of Texas, LP and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(x)	To authorize the purchase of one (1) 2005 Mack CV713 “Granite” Cab & Chassis Tractor, in the amount of \$89,960 from Dallas Mack Sales, LP, and one (1) Red River Tandem Axle Live Bottom (48-foot) Trailer, in the amount of \$64,282 from B & C Body Company both through the Texas Association of School Board Cooperative Purchasing Program (Buyboard), Contract No. 208-04 and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	
(y)	To authorize the purchase of nine (9) Mid-Size Police Package Vehicles (Chevrolet Impala 9C3) in the total amount of \$155,619 from Caldwell Country Chevrolet, pursuant to the City’s participation in the Tarrant County Joint Venture/Purchasing Cooperative Bid No. 2005-001, authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	
(z)	To authorize the purchase of one (1) Rosenbauer-General Safety Extruded Aluminum Rescue CAFS Unit on a Ford F-550 Chassis in the amount of \$149,717 per H-GAC Contract No. AAAACA, awarded to Emergency Vehicles of Texas, Inc. and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	
(aa)	To authorize the purchase of four (4) full-size Chevrolet Tahoes with Police Package for Dept-532/Police in the amount of \$102,393 from Classic Chevrolet in Grapevine, Texas, through Tarrant County Contract No. 2005-030 and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	
	<u>Approval of an Expenditure</u>	
(bb)	To approve an expenditure in the amount of \$38,613 to GME Consulting Services, Inc. for construction materials testing services in conjunction with the construction of Janwood Drive – Alma Drive to Westwood Drive from an existing contract (DO21-05), and authorizing the City Manager to execute all necessary documents.	
	<u>Award of Contract</u>	
(cc)	To approve and authorize for the selection of TranSystems Corporation Consultants to provide Professional Engineering Services for an amount not to exceed \$112,945 in connection with the design of Intersection Improvements – Jupiter Road and Plano Parkway (TxDOT) and authorizing the City Manager to execute all necessary documents to effectuate this contract.	
(dd)	To approve and authorize for the selection of USA Professional Services Group, Inc. to provide Professional Engineering Services for an amount not to exceed \$26,450 in connection with the design of Alley Reconstruction – Los Rios Boulevard and authorizing the City Manager to execute all necessary documents to effectuate this contract.	
(ee)	To approve a contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City’s May 7, 2005 General and Special Elections in the estimated amount of \$65,479. (D094-05)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(ff)	<p><u>Award of State Contract</u></p> <p>To approve an expenditure in an amount of \$60,379 for the purchase of annual license renewal, new licenses, and upgrade protection and support for Altiris Client Management Software from SHI Government Solutions through the Department of Information Resources (DIR); and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (DIR#313-001A).</p>	
(gg)	<p><u>Cancellation of Existing Purchase Orders</u></p> <p>The Fire Department recommends canceling Purchase Order Number 102633 (Wheeled Coach Industries) in the amount of \$353,890 and Purchase Order Number 102634 (Texas Association of School Board Purchasing Cooperative) in the amount of \$800 and authorizing the City Manager to execute any and all documents necessary to effectuate the cancellation.</p>	
(hh)	<p><u>Reimbursement of Oversize Participation</u></p> <p>To approve and authorize reimbursement to Tollway and Parker NWC, Ltd. for oversize participation for paving improvements in Communications Parkway associated with construction of Windhaven Plaza, Lot 1, Block A in the amount of \$26,584.</p>	
(ii)	<p><u>Approval of Change Order</u></p> <p>To Rebcon, Inc., increasing the contract by \$55,675 for McDermott Road – Phase I (Ohio Drive to Robinson Road). Change Order No. 5 (Bid No. B070-04)</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	
(1)	<p>Transmittal of Fiscal Year 2003-2004 Affirmative Action Report</p>	
(2)	<p>Public Hearing and a resolution to approve and adopt the Plan to End Chronic Homelessness in Collin County; and providing an effective date. Tabled 12/21/04</p>	
(3)	<p>A resolution to authorize the City of Plano to partner with the Metro Dallas Homeless Alliance to jointly apply for the Continuum of Care Grant Program; and declaring an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-01 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 560 so as to allow the additional use of Contract Construction on 1.0± acre of land located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #22. Applicant: Fix Air Services</p>	
(5)	<p>Public Hearing and consideration of Zoning Case 2004-54 – To amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use. Applicant: City of Plano. Tabled 01-24-05 and 02-22-05</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 is 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>	



March 9, 2005

Pat Evans
Mayor

Shep Stahel
Mayor Pro Tem

Ken Lambert
Deputy Mayor Pro Tem

Scott Johnson
Place 2

Phil Dyer
Place 3

Sally Magnuson
Place 4

Steve Stovall
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

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

Honorable Mayor and City Council:

We will begin our meeting **Wednesday** evening in Executive Session with four items of legal advice.

The Preliminary Open Meeting consists of a report on racial profiling and a department overview by Chief Greg Rushin. There is an item on Board and Commission policies including the 2005 appointment process. You have two personnel appointments to consider and there is a committee report from the Banner Sign Committee.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

city of plano



police department

OFFICE OF POLICE CHIEF

Gregory W. Rushin
Chief of Police

P.O. BOX 860358
Plano, Texas 75086-0358
972-941-2114

February 25, 2005

For the third year in a row, the Plano Police Department has complied with the Texas Racial Profiling Law by compiling and presenting to the City Council, specific information related to traffic stops. The data that is required to be submitted to the Council includes all traffic stops in which a citation was issued, a search was conducted, or an arrest was made. Additionally, the information must include the race or ethnicity of the individual detained, whether a search was conducted, and if so whether it was by consent. While the law clearly states the data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling, It is my hope that the information provided in this report will serve as evidence that the Plano Police Department continues to strive towards the goal of maintaining strong relationships with the community.

Sergeants William Hiney, Ken Scott and Dr. Dennis McLaughlin, all of the Plano Police Department, compiled the comprehensive report and analysis that accompanies this letter. Although the law does not require the Department to complete a formal analysis, we have done so with the hope of better understanding all the variables that impact our data.

It is my sincere hope that the channels of communication between community leaders and the Plano Police Department continue to strengthen as we move forward to meet the challenges of the future.

Sincerely,

Gregory W. Rushin
Chief of Police



"Professionalism - Integrity - Progress"



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EXECUTIVE SUMMARY

For the third year in a row, the Plano Police Department has complied with the Texas Racial Profiling Law in every way and, although only required to report Tier One data, has once again exceeded its requirements. Departments that are mandated to report the more extensive Tier Two data are required also to submit an analysis along with a report on allegations of racial profiling involving officers. In an effort to be responsive to the Plano City Council and the community, this report contains traffic contact data for the calendar year 2004 as well as an in-depth analysis, including data on racial profiling allegations against police officers.

The reported Tier One data represents a compilation of individual traffic stops in which a citation was issued or an individual was arrested during the contact. Additionally, the report contains information related to searches during a traffic contact, and whether the search was consensual or based on probable cause. The law clearly states the data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling.

During the compilation of the previous two years' reports and again in 2004, the Department examined several potential population benchmarks or baselines to compare the data against, including *General Census data from both the City of Plano and a seven county region*;¹ *Vehicle availability data from Plano*; *Vehicle availability data from the Dallas-Metro region*; *Plano licensed driver data obtained from the Department of Public Safety*; *A population baseline established by the traffic contacts themselves*; and *a population derived from annual Crash Data*.

In analyzing reports three years in a row, the lack of an identifiable valid comparative baseline or benchmark proved to be a significant drawback. While many comparative baselines exist, none of them accurately define the population that travels across Plano's roadways. Not all citizens of Plano drive and many of the motorists on Plano's roadways are transient and travel from outside the city,

¹ Grayson, Fannin, Hunt, Rockwall, Dallas, Collin, & Denton.

region, and state. The difficulty of an analysis such as this is supported by the fact that more non-residents were contacted on Plano roadways than residents. Crash Data is comprised of information taken from reports generated as a result of traffic accidents in Plano. While it may not mirror the exact driving population of the City, it shows potential as a usable baseline.

There are several significant issues or variables that impact a comparison of the data. First, the required reportable data reflects only those traffic contacts that resulted in a citation or an arrest. Therefore, those drivers contacted on traffic stops that were neither cited nor arrested, are not included in the contact data. As a result, the data used in this year's analysis is only a portion of the overall traffic stops made.

A second variable impacting analysis of the data is the cumulative Tier One arrest data consists of both *warrant arrests* and *non-warrant arrests*. A warrant for an arrest is a court issued document that commands the arrest of an individual. An officer's discretion is taken away when in contact with an individual who has an active warrant for his or her arrest. Much of the impetus behind analyzing data regarding racial profiling is the manner in which an officer uses his or her discretion and whether it is equal and unbiased across racial lines. A warrant, which commands an officer to take custody of an individual, takes discretion away from the law enforcement officer. When the data is adjusted by removing the mandatory warrant arrest variable, the rates are more equitably distributed among the race populations.

Another significant variable impacting arrest data is that of mandatory "No Driver's License" arrests. When an officer makes a traffic stop and discovers that the driver does not have a driver's license or other official identifying information, the officer's discretion is limited on subsequent action. A driver who is stopped for a traffic violation and cannot produce proper identification necessitates an arrest for identification purposes. The arrest data collected by the Plano Police Department appears to show disproportionate "on view arrest" data for Hispanic Americans. However, when other variables are considered, a more accurate picture emerges. 75 percent of all arrests made for "No Driver's License" by Plano Police Department in

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investigations of individual allegations of racial profiling. Obviously, the most telling picture of whether a police agency is engaged in racial profiling is discovered in the totality and investigative outcome of allegations of racial profiling. During 2004, the Plano Police Department received nine complaints of racial profiling resulting from traffic contacts. Each complaint was thoroughly investigated by the Professional Standards Unit and reviewed by the Office of the Chief of Police. The investigation in each of the nine cases determined that no act of racial profiling or bias occurred. Since the Department has received very few complaints alleging racial profiling, only one in 2060 minority drivers, it stands to reason that the disparity is attributed to other variables.

The Department will continue in its commitment to analyzing the variables that impact the mild disparities among the population groups and will continue in its process of identifying incidents of racial profiling amongst its officers. If such problems are identified in the future, the Department will take appropriate corrective action.

The Plano Police Department remains committed to taking necessary steps to address concerns of racial profiling in our community. The Department remains committed to the concept of collecting and analyzing data and will continue to comply with the requirements established by the enactment of Senate Bill 1074. However, the Department also recognizes that many variables, both known and unknown impact the raw data and may distort conclusions reached without considering the variables. The positive that has come from analyzing the report for the past three years is the opportunity to examine the Department in unique ways and dialogue about issues of racial profiling. The Department welcomes inquiries regarding this report along with constructive and scholarly dialogue.

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Table 1

Piano Police Department Traffic Contacts Resulting in Citation or Arrest: for the Calendar Year Ending December 31, 2004

Race	% of Recorded Contacts		Enforcement Action												Search Information																	
	N	%	Citations			Warnings			Total Arrests			(Obey/Arrest)			(Wait/Arrest)			No Search			Total Searches			By Arrest								
			N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race	N	% of race		
Caucasian	43,110	69.92%	35,442	82.21%	5,378	12.48%	2,290	5.31%	1,355	3.21%	905	2.10%	39,731	92.16%	3,379	7.84%	2,749	6.28%	574	1.33%												
Hispanic American	7,707	12.50%	6,015	78.05%	603	7.82%	1,089	14.13%	722	9.38%	337	4.50%	6,135	79.60%	1,572	20.40%	1,135	14.73%	177	2.30%												
African American	7,025	11.39%	5,296	75.39%	910	12.95%	819	11.66%	380	5.41%	489	6.96%	5,837	83.09%	1,188	16.91%	974	13.86%	213	3.02%												
Asian American	3,651	5.92%	3,004	82.28%	555	15.20%	92	2.52%	54	1.48%	38	1.04%	3,517	96.33%	134	3.67%	110	3.01%	21	0.58%												
Other	107	0.17%	89	83.18%	18	16.82%	0	0.00%	0	0.00%	0	0.00%	107	100.00%	0	0.00%	0	0.00%	0	0.00%												
Native American	56	0.09%	42	75.00%	14	25.00%	0	0.00%	0	0.00%	0	0.00%	55	98.21%	1	1.79%	1	1.79%	0	0.00%												
Totals	61,656		49,888		7,478		4,290		2,511		1,779		55,382		6,274		5,185		1,089													



Breakdown of search types



Breakdown of arrest types

Handwritten signature or initials.

RACIAL PROFILE REPORT - 2004

Background

On September 1, 2001, Texas Senate Bill 1074¹ was passed into law establishing requirements that law enforcement agencies throughout Texas have a clear policy prohibiting racial profiling and that each agency report annually certain data to their respective governing bodies. The law clearly states the data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling².

The racial profiling law clearly defines the data that is to be collected by law enforcement agencies. Each agency falls into one of two reporting areas or "tiers." Agencies required to report *Tier One* (simplified) data are those that meet certain criteria, primarily the installation of video cameras and transmitters in all agency law enforcement vehicles regularly used to make traffic stops.³ The criteria also require that the video equipment be utilized during traffic and pedestrian stops made by officers, and that all audio/video documentation be retained by the agency for at least 90 days after the contact. Tier One data requires the collecting and reporting of specific information related to traffic stops in which a citation was issued, an arrest was made, or a search was conducted. The required Tier One information includes race or ethnicity of the individual detained, whether a search was conducted, and if so whether it was by consent. *Tier Two* data is more extensive and is required of agencies that have not installed recording equipment in all enforcement vehicles and/or have not met certain other requirements.

Since the Plano Police Department has installed mobile video recorders in all its vehicles⁴ regularly utilized for enforcement purposes and has met all other general mandates of the Racial Profiling Law, the Department is defined as a *Tier One* reporting agency. As such, the Department is required to compile certain data and submit it to its governing body, the Plano City Council, by March 1 following the reporting year.

¹ The enactment of the Bill amended Texas law including the Code of Criminal Procedure, the Education Code, the Occupation Code, and the Transportation Code.

² Code of Criminal Procedure § 2.134(f)

³ See Texas Code of Criminal Procedure Article 2.15 – *General Duties of Officers* for specific reporting requirements.

⁴ With the exception of enforcement motorcycles which have only audio recorders. Tier One reporting guidelines allow motorcycles to be equipped with only audio equipment.



Table 1, which precedes this analysis, contains Plano Police Department's cumulative Tier One data and fulfills the Agency's reporting requirements. As previously stated, law enforcement agencies across the state are also required to fulfill several other required components of the law. These include having a clear policy defining and prohibiting acts of racial profiling, implementing disciplinary guidelines for officers found in violation, and adopting a policy on standards for reviewing video and audio documentation. Additionally, law enforcement agencies are to implement a process for individuals to file complaints regarding racial profiling allegations, inform the public on how to file a complaint, and train officers on racial profiling issues.

For the third year in a row, the Plano Police Department has complied with the Texas Racial Profiling Law in every way. Although only required to report Tier One data, the Department has exceeded the reporting requirements. Departments that are mandated to report the more extensive Tier Two data are additionally mandated to submit an analysis as well as a report on allegations of racial profiling involving officers. In an effort to be responsive to the Plano City Council and the community, this report contains an in-depth analysis, including data on racial profiling allegations against Plano police officers.

Identifying a Baseline for Comparison

In analyzing the previous two years' reports, the lack of valid comparative data proved to be a significant drawback in identifying trends or forming conclusions from the Department's collected information. The same difficulty continues to exist in preparing the report for 2004. It is a fairly simple task to identify the racial demographics of a given state, county, or city. The difficulty for this report lies in obtaining the actual demographics of the driving population within Plano. None of the available comparative data, or population *baselines*, defines who actually drives on Plano's roadways. Since the *driving population* is that which is subject to traffic contact, a valid study must come by comparing the collected contact information against the actual driving population. Thus, any comparative data obtained from general population baselines is not valid for a comparison of this nature.

As an example, General Census data reveals that the Hispanic American population in Plano is 10 percent; however in the seven county region surrounding Plano that population is 12 percent and statewide it is 32 percent. Since traffic contacts by Plano Officers are made on motorists who reside within Plano, in other counties, in other regions, and in other states, a valid comparative analysis cannot be conducted against the demographic statistics of a city, state, or region.

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As an example; the Department's 2004 contact data for the Hispanic American population is 12.5 percent. The rate is 2.5 percent higher than the city population, half a percent higher than the regional population, but 19.5 percent below the state population. Obviously, conclusions based on a comparison such as this would be skewed and would lead to inaccurate conclusions.

Mindful of various shortfalls in comparing the Department's data with known census baselines, the Department proceeded to study several of the baselines in more detail. These included: *General Census data* from both the City of Plano and a seven county region;⁵ *Vehicle availability data* and *the Dallas-Metro region*; *Plano licensed driver data* obtained from the Department of Public Safety; A population baseline established by the *traffic contacts* themselves; and beginning with last year's report, the Department examined a baseline utilizing *Crash Data*, which is comprised of information taken from reports generated as a result of traffic accidents in Plano

General Census Data

As stated previously, comparing the cumulative data collected by the Department to the Plano census population does not take into consideration drivers from outside Plano who commute through and into the city limits.

Plano is a large metro-city that attracts people from around the state, region, and nation. Plano is home to two regional malls⁶, one of which is located on Highway 75/Central Expressway and draws people throughout the Dallas-metro area, as well as north Texas and southern Oklahoma. There are three regional hospitals⁷ located within Plano, which serve people from surrounding counties and states. Plano is also home to a labor center that attracts a high rate of minorities, many of whom reside outside Plano.⁸ Additionally, Plano is home to a sizeable community college campus, a large technological corridor, and several international business organizations. Some of the most recognized companies in the technology industry make their home in Plano, including EDS, Alcatel, Ericsson, and Perot Systems. Other major employers include Countrywide Home Loans, Frito-Lay, Inc., JCPenney, Inc., and Cadbury Schweppes. Smaller, companies, well-known in their industry, that call Plano home include Microtune, LaserComm, and Alliance

⁵ Grayson, Fannin, Hunt, Rockwall, Dallas, Collin, & Denton.

⁶ Collin Creek Mall and Shops at Willow Bend.

⁷ Presbyterian Hospital, Medical Center of Plano, and Baylor Hospital.

⁸ According to statistics received from the Plano Day Labor Center, 26% of their clients are non-Plano residents.

Systems⁹. Several highways pass through the city limits and carry a significant number of non-resident motorists through Plano. State Highway 75 is a major route that carries motorists from north Texas and Oklahoma into the metro area. State Highway 121, part of which defines the northern boundary of Plano, carries drivers from north Texas and southern Oklahoma to Ft. Worth and DFW International Airport. Highway 190 (President George Bush Tollway), which runs along Plano's southern border, carries traffic from the east and west portions of the metro-area. Additionally, a large portion of the Dallas North Tollway passes through Plano and carries transient motorists throughout the metro-area and region. Obviously, a comparison of the Plano general population to the Department's cumulative Tier One data does not take into consideration the significant number of motorists outside the Plano population base who are subject to traffic contact on the roadways of Plano.

A further limitation in comparing the Department's data to general census information is that the census data includes a population sub group who has neither a driver's license nor availability to a vehicle. Individuals who have neither a driver's license nor availability to a vehicle cannot be included in a comparison that must rely on a precisely defined driving population in a given geographical area. Even if a comparison such as this were valid, given Plano's growth trends, it is illogical to compare contact data with the U.S. Census data, which is nearly four years old.

Vehicle Availability Data – Plano

Several concerned external groups recommend using Census data collected on vehicle availability to calculate a statistical baseline.¹⁰ Vehicle availability data is based on the number of households that have access to vehicles. A comparison of this nature would pit individual-based traffic stops against households, which may have multiple residents and/or several vehicles.

Vehicle Availability data consists of a population that has a vehicle available to them and not necessarily those who are actually on the roads. Using Census data of this nature is disproportionate because it pits individual-based traffic stops against households, which may have multiple residents and/or several vehicles. The intent to drive a vehicle on a public roadway is not expressed in whether or not a vehicle is available at a given household. Vehicle Availability Data does not identify those

⁹ As reported by the Plano Economic Development Board

¹⁰ See article entitled *Fair Roads Standards* on the ACLU Texas website: www.aclutx.org. In 2002, the ACLU of Texas sent a letter addressed to police chiefs and sheriffs throughout Texas expressing their recommendations that vehicle availability data be used as a baseline. The letter, signed by Will Harrell of ACLU/Texas, states that it is written on behalf of ACLU, NAACP, LULAC, and TCJRC (Texas Criminal Justice Reform Coalition).

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individuals who are licensed drivers and are likely to be subjected to traffic enforcement contact by the Plano Police Department.

The Police Executive Research Forum (PERF) suggests that using this type of comparative baseline or benchmark would potentially draw unsupported conclusions.¹¹ PERF recommends against comparing data collected on drivers stopped by police against the Census Bureau demographic profile of residents. Comparing Tier One data to any available population baseline is insufficient to render judgment on whether a racial profiling problem exists.

Dallas Metro Vehicle Availability

Vehicle availability information obtained from Dallas-Metro households is plagued with the same challenges facing a comparison utilizing Plano resident vehicle availability. Although the Dallas-Metro data proves a wider base of comparison, it does not take into account the significant number of transient motorists from outside the state and region who travel on Plano's roadways.

DPS Licensed Drivers in Plano

While the DPS driver's license information potentially provides a more informative comparison than vehicle availability data, it does not include a race category for the Hispanic/Latino population. DPS disperses the Hispanic/Latino population throughout the other five race categories by giving the choice to the individual driver's license applicant. A Hispanic/Latino applicant must choose whether he or she fits more appropriately into the Caucasian, African American, Asian, Native American, or Other race population. Therefore, the Licensed Driver baseline does not provide an accurate picture of the Hispanic/Latino driving population. Since Hispanic Americans are required to report themselves in another population group, all groups are skewed.

The Police Executive Research Forum also recommends against using this data as a benchmark because it raises three significant concerns: 1. Not everyone with a driver's license drives; 2. People drive even though they do not have a driver's license; and 3. Some individuals (particularly students and military personnel) maintain a driver's license issued by another state.¹²

¹¹ Executive Summary, *By the Numbers: A Guide for Analyzing Race Data From Vehicle Stops*, Police Executive Research Forum; 2004.

¹² See previous note for source reference.

Population Baseline Established by Traffic Contacts

Another source of data that could potentially be utilized for comparative purposes is the cumulative group that was created through traffic contacts in which a citation was issued, or an arrest was made. In other words, the Tier One cumulative contact group provides a potential baseline of comparison against the actions taken relative to the group. Since much of the Tier One information relates to action taken subsequent to the traffic stop (search/arrest), the cumulative group provides potential for a comparison.

Crash Data

In 2001, the Department of Civil Engineering at the University of Kentucky completed a study for the United States Department of Transportation.¹³ This research effort found that traffic accident databases could potentially provide accurate exposure data of individuals driving on the roadways in a defined geographical area. The University of Kentucky study found that estimates from a distribution of drivers involved in crashes closely mirrors the driving population. With a few exceptions, a baseline utilizing Crash Data could potentially offer a more accurate cross section of those who drive in a particular geographical area. Since reports of accidents are generated independent of police action, elements of perceived police bias are eliminated utilizing this baseline. The accuracy of Crash Data is based upon the premise that all race populations have an equal chance of being involved in a vehicle accident and an equal inclination to report that involvement. The Police Executive Research Forum supports data collected in this manner and believes it can be useful for producing a baseline to assess racially biased policing.¹⁴

It must be noted however, that utilizing Crash Data as a comparative baseline is not without concerns. For example, driving ability can be linked to a significant number of vehicle accidents. Economic factors have potential to impact Crash Data as well. Individuals who are in a financial position to pay for damages independently of reporting the accident to the police or an insurance company will not be included in Crash Data. Likewise, individuals who are unable to suffer the costs of vehicle repair following an accident may choose not to report the accident to the police.

¹³ Adam Kirk & Nikiforos Stamatiadis, *Evaluation of the Quasi-Induced Exposure: Final Report*, prepared for the Southeastern Transportation Center and the USDOT Transportation Center, University of Kentucky Department of Civil Engineering; Sept. 2001.

¹⁴ See note #9 for source reference.

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Baseline Comparative Data

Table 2 represents a compilation of data from the baselines discussed above.

Table 2¹⁵
Crash Data Baseline and Comparison

Race	2004 Crash Population	Crash Data Population	Plano Census	Collin County Census	Regional Census	Texas Census	Vehicle Availability Census Plano	DPS Licensed Drivers Plano
Caucasian	7,623	76%	78%	76%	75%	52%	79%	84%
Hispanic Am	842	8%	10%	10%	12%	32%	7%	1%
African Am	838	8%	5%	5%	8%	11%	5%	5%
Asian	-	-	10%	7%	2.50%	3%	8.5%	9%
Other	786	8%	-	-	-	-	-	1%
Native Am	-	-	10%	50%	70%	60%	40%	19%

Analysis

Limitations of the Collected Data

The validity of analyzing racial profiling data is linked to determining whether a driver's race had an impact on police action, or to what extent other variables had impact on the action. The Police Executive Research Forum states that any analysis must consider alternative explanations where there is no evidence that race has an impact on police stopping actions. One of the most significant variables impacting the data is whether the police action was discretionary or non-discretionary.

Police actions can be defined as belonging to two group types: (1) discretionary and (2) non-discretionary. Non-discretionary actions are those that either limit or specifically direct an officer's actions. A warrant arrest falls into the non-discretionary category. An arrest warrant is a court order, commanding a peace officer to take an individual into custody and before a magistrate. An officer has no choice or discretionary decision in a situation where a violator has an active warrant issued for

¹⁵ This data was obtained using a two year comparison of not-at-fault drivers of non-alcohol or fatality related crashes within the city limits of Plano.

¹⁶ DPS does not allow for a separate Hispanic American population.

his or her arrest. A discretionary police action, on the other hand, is one in which an officer must choose between one or more potential actions. An example of a discretionary action is an officer choosing to issue a verbal warning to a violator rather than a written citation.

The act of racial profiling falls into the category of a discretionary action. Although it would be an inappropriate use of discretion, an act of racial profiling is discretionary by definition because an officer has the clear option of not taking the action. Much of the impetus behind analyzing data regarding racial profiling is the manner in which an officer uses his or her discretion and whether it is equal and unbiased across racial lines. This discretion includes traffic contacts as well as action taken subsequent to the contacts. A warrant, which commands an officer to take custody of an individual, takes discretion away from the law enforcement officer.

A significant weakness in collecting Tier One data is that the data does not account for non-discretionary actions. For example, Tier One arrest data consists of both *warrant arrests* and *non-warrant arrests* as illustrated in Table 1. Arrest information contained in the Department's collected data provides limited assistance in identifying patterns of racial profiling, and any conclusion reached from such data would likely be inaccurate. This year's data indicates that 41 percent of arrests resulting from traffic stops were warrant arrests. These non-discretionary arrests have a significant impact on the data.

Another type of non-discretionary arrest impacts the data in a like manner. When an officer makes a traffic contact and discovers that the driver does not have a driver's license or other official identifying information, the officer's discretion is limited as to subsequent action. A driver who is stopped for a traffic violation and cannot produce proper identification necessitates an arrest for identification purposes. In fact, negligence would exist on the part of the Department if officers failed to arrest and identify *unlicensed* drivers by utilizing the jail booking process. An examination of the data shows that 76 percent of all arrests made for "No Driver's License" by Plano Police Department in 2004, were of Hispanic Americans. Likewise, 27 percent of arrests of the Hispanic population were for "No Driver's License" violations. The rate of "No Drivers' License" arrests was significantly higher among Hispanic American drivers than the other population groups. Comparatively, of all arrests made for "No Driver's License" 13 percent were Caucasian drivers, ten percent African American, and less than one percent Asian. Likewise, two percent of arrests of the Caucasian driving population were for "No Driver's License" violations, whereas, five percent were African American, and three percent Asian.

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When non-discretionary "No Driver's License" arrests are removed, the arrest data becomes more equitably distributed. As illustrated by the vast difference in these comparative percentages, taking the raw data on face value is problematic and would lead to unsupported conclusions. This is a very significant example of how a particular variable impacts the data. The arrest data collected by the Department appears to indicate disproportionate "on view arrest" data for Hispanic Americans. However, when other variables are considered, such as non-discretionary arrests, a more accurate picture emerges.

Another variable having impact on the collected data is that of non-discretionary verses discretionary searches. Tier One data does not differentiate searches that were conducted "incident to arrest" from those searches considered as "pre-arrest" or "investigative" searches. Once again, it comes down to limitations placed on an officers' discretion. An officer can exercise his or her discretion for searches done primarily as investigative. However, there are factors that limit an officers' discretion for a search done on a traffic stop following an arrest. Case law allows a contemporaneous warrantless search of a person arrested and the arrestee's immediate surrounding area.¹⁷ This surrounding area includes the front passenger compartment of the vehicle, from which the individual was arrested. A vehicle search made incident to arrest is necessary to prevent removal of any weapons the arrestee might use to resist arrest, or escape, and the need to prevent the concealment or destruction of evidence.¹⁸ An officer making an arrest is required by policy to search the arrestee as well as the front compartment of the driver's vehicle. Failure to do so not only violates departmental policy but it leads to an incomplete investigation and brings into question the officer's safety practices. Inaccurate or skewed conclusions will result when analyzing data without considering non-discretionary arrests and searches as a result of traffic contacts.

Since racial profiling is based on an officer's discretionary action, non-discretionary actions need to be minimized in analyzing racial profiling data. The following Table depicts arrest and search data with known variables removed.

¹⁷ See *Chimel v. California*, 395 U.S. 752, 89 S. Ct. 467, 477 (1973) and *New York v. Belton*, 453 U.S. 454, 101 S. Ct. 2860 (1981). Texas Courts have adopted the Belton standard in *Osban v. State of Texas*, 726 S.W.2d 107, 111 (Texas Criminal Appeals 1986).

¹⁸ *Texas Law Enforcement Handbook*, 2002 ed.; Larry Holtz & Warren Spencer, Gould Publications of Texas: Longwood, FL), 179-184.

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Table 3**2003-2004 Discretionary Arrests and Searches Adjusted for Known Variables¹⁹**

Race	2003 Discretionary Arrests	% of Race	2004 Discretionary Arrests	% of Race	Change Over Previous Year	2003 Discretionary Searches	% of Race	2004 Discretionary Searches	% of Race	Change Over Previous Year
Caucasian	836	1.67	1382	3.2	+65%	415	0.83	670	1.5	+61%
Hispanic Am	281	3.48	444	5.7	+58%	136	1.69	177	2.3	+30%
African Am	104	1.38	100	1.4	-4%	125	1.65	218	3.1	+74%
All Other	22	0.63	15	0.4	-32%	8	0.23	24	0.6	+200%
Totals	1,243	-	1941	-	+56%	684	-	1089	-	+59%

Another variable ultimately affecting the data is the accuracy in which an officer records an individual's race following a traffic contact. While an observation such as this may seem simple, due to varying physical characteristics, there are occasions when an officer is unsure of the race or ethnicity of an individual. While looking at the driver's license may offer help in some case, in others it does not. This is especially true when considering that the Department of Public Safety does not separate the Hispanic American population from the other race categories. In some cases, the racial category on a Texas Driver's License actually adds confusion. Recording a driver's race or ethnicity is a matter of subjectivity on the part of the officer. For example, if an officer's observations lead him to believe that a driver is possibly a Hispanic American, but the Driver's License category suggests the driver is Caucasian, the officer must choose which way to record the information. Asking a motorist to identify his or her race or ethnicity might be taken as offensive, leaving the motorist with the impression of being profiled based on his or her race; therefore the law enforcement officer is expected to record his or her impression of the motorist's race or ethnicity.

There are other variables that impact analysis of the collected data as well. One of significance is the fact that some drivers are prone to a higher incidence of police contact because they spend more time on the roadways than others. For example, if Driver A, as part of her employment, drives from location to location making deliveries she is more prone to police traffic contact than Driver B who simply drives her children to and from school a short distance twice a day.

¹⁹ Percentages derived by comparing discretionary actions against recorded contacts for each population group.

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Another variable affecting the data is that of driver experience and maturity. The insurance industry has determined that young male drivers are more apt to be involved in crashes. While this is not a race-based comparison, it illustrates that outside factors do impact driving populations.

Enforcement location is another variable having impact on the collected data. Police deployment and enforcement rates are not constants, but fluctuate based on variables including crime rate, citizen calls for service, and motor vehicle accident analysis. The Plano Police Department designates target intersections for traffic enforcement purposes based on crash rates and officers spend a disproportionate amount of time on traffic enforcement at target areas compared to non-target areas. Crime analysis or citizen calls for service may draw police into some geographic areas at a higher rate of incidence than others and, because traffic enforcement is widely accepted as an effective tool to address issues of criminal activity, traffic enforcement rates may increase in these areas as well.

Certain economic factors cannot be overlooked as impacting the collected data as well. For example, an economically deprived individual may be financially unable to repair a vehicle equipment malfunction. If the individual operates his vehicle on the roadway in violation of traffic law, he is subjecting himself to a higher susceptibility to traffic contact and potential enforcement action than an individual whose vehicle is in compliance. Another economic factor is that of the GPS (*Government Payment Services*) as it relates to the clearance of arrest warrants. The GPS is a program utilized by the Plano Police Department to offer an individual an option to custodial arrest. When an officer makes contact with an individual who has a Plano Municipal Warrant, the officer may offer the GPS plan in lieu of physical arrest. The Government Service allows the individual to call and pay associated fines utilizing a credit card and thus avoid custodial arrest. The ability to utilize a credit card for fine payment is linked in part to economics. For example, an individual who is in a low-income bracket may be unable to make immediate payment, whereas an individual in a middle or high-income bracket may be able to do so and avoid arrest.

While income economics are not the primary focus of this report, it is important to note that income is not evenly distributed across racial lines.²⁰ With this in mind, it is important to note that the GPS program may allow some individuals the opportunity to avoid arrest and thus not be subject to Tier One data collection. During 2004, 1,325 warrants were cleared through GPS prior to custodial arrest. Data collected on

²⁰ *Census 2000 Brief*, U.S. Department of Commerce, Economics and Statistics Administration, Alemayehu Bishaw and John Iceland, May, 2003.

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the program indicates an uneven distribution across racial lines. Of those utilizing the program, 82% were Caucasian, 4% were Hispanic American, 12% were African American, and 2% were Asian. These figures vary significantly from baseline population data and without doubt have an impact on the Department's Tier One data. While this program has not been fully implemented throughout the Patrol Division, it has a soft impact on the population of potential arrestees subject to traffic contact. As the GPS program is more fully utilized throughout the Department, it will have even greater potential to impact Tier One data in future years.

The following two Tables provide a glance at the rates of change between last year's data and that collected for the current reporting year. As the data depicts, there was a decrease in total contact numbers in 2004. Table 4 illustrates that the rate of traffic citations increased across all race populations whereas written warnings dropped. On the other hand, arrest rates increased for all populations, except Hispanic Americans whose rate declined. Searches increased in all groups except Native Americans and Others.

When examining the data contained in Tables 4 & 5, it is important to note that they represent raw data without compensating for known variables, such as mandatory arrests and searches.

Table 4

Non-Adjusted 2002-2004 Comparison

Race	2002 Citations & Warnings Issued	2003 Citations & Warnings Issued	2004 Citations & Warnings Issued	2002 Total Arrests	2003 Total Arrests	2004 Total Arrests	2002 Searches	2003 Searches	2004 Searches
Caucasian Am	66,127	47,845	40,820	1,939	2,255	2,290	1,676	3,104	3,379
Hispanic Am	10,960	6,915	6,618	1,044	1,156	1,089	668	1,608	1,572
African Am	9,036	6,763	6,206	630	799	819	467	1,074	1,188
Asian Am	3,945	3,419	3,559	48	58	92	40	79	134
Other	228	120	108	0	7	0	13	9	0
Native Am	51	45	56	2	3	0	9	7	1

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Table 5

2002 – 2004 Contact Comparison

Race	2002 Contacts	%	2003 Contacts	%	2004 Contacts	%
Caucasian	68,066	72.4	50,100	72.2	43,110	69.9
Hispanic American	12,004	12.76	8,071	11.63	7,707	12.5
African American	9,666	10.28	7,562	10.89	7,025	11.3
Asian American	3,993	4.24	3,477	5.01	3,651	5.92
Other	228	.24	127	.18	107	0.17
Native American	53	.06	48	.07	56	0.09
Total	94,010	-	69,385	-	61,656	-

The data collected for 2004, as in 2003, continues to show mild disparity across the race populations. Since the Department has received very few complaints alleging racial profiling – one per every in 2060 minority drivers contacted – it stands to reason that the disparity could be attributed to variables such as the ones already discussed.

Obviously, the most telling picture of whether a police agency is engaged in racial profiling is discovered in the totality and investigative outcome of allegations of racial profiling. During 2004, the Plano Police Department received nine complaints of racial profiling resulting from traffic contacts.²¹ Each complaint was thoroughly investigated by the Professional Standards Unit and reviewed by the Office of the Chief of Police.

The nine complaints alleging racial bias involved three issues of speeding; two issues of failing to signal a turn or lane change; and one issue each of defective equipment, expired inspection certificate, expired registration and no front license plate. With regard to the issue of defective equipment, a third party reported a Hispanic American was racially profiled when stopped and cited for window tint that was too dark.

With regard to the complaint originating from the expired motor vehicle registration, the complainant withdrew his complaint when told the Department could not void the citation. With regard to the complaint involving the traffic stop for window tint, the reporting party was unable to provide the name of the person stopped, the location, the date of event, or any other information facilitating investigating the allegation.

²¹ This figure is down from 2003.

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The Mobile Video Recording was reviewed in each of the other seven complaints alleging racial bias.

In one of the incidents the race of the officer is unknown²² and the remaining eight involve Caucasian officers. Three complainants who alleged racial bias were Hispanic American and six were African American. In each instance there was no evidence supporting an allegation of racial bias.

Out of 18,546 traffic contacts with minority drivers in 2004, only nine individuals alleged racial bias. In other words, only one in every 2060 minority drivers stopped for enforcement action by Plano Police alleged that race was the basis for contact. The complaint ratio is a very significant factor in determining whether the practice of racial profiling exists within an agency. There is an expectation that if Plano Police Officers were engaged in acts of racial profiling, the percentage of received and sustained complaints would be much higher.

Conclusion

The Plano Police Department believes that problems such as racial profiling encountered within law enforcement agencies can be identified only after long-term evaluation, and more importantly from investigations of individual allegations of racial profiling. The data collected for last year's report indicated a mild increase in arrest and search rates of the Hispanic American population over the previous year. The data collected for 2004, shows a slight decrease in arrest and non-consensual search rates for the Hispanic American population. There was, however, an increase in arrest and non-consensual search rates for all other population groups including Caucasians.

A comparison between the various population baselines and Tier One data indicates a disparity in recorded contact ratios. The contact rate for Caucasian and Asian population groups is below those of the various baselines and the rate for Hispanic and African Americans is higher. The data may be influenced by some, as yet, unknown variable. The Department will examine this phenomenon over the coming year.

Comparisons of arrest and search rates of African and Hispanic Americans appears disparate when examining the raw data, however much of this is explained by

²² This particular case refers back to the previous paragraph that described the complaint in which the citizen was unable to provide the name of the person stopped, the date of event, or any other information to facilitate investigating the allegation.

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variables impacting the data. As illustrated by Table 3, when known variables such as mandatory arrests and non-discretionary searches are removed the comparisons become more accurate.

Plano Police Department is committed to identifying racial profiling and other racial biases within its own department if they exist. If such problems are identified, the Department will take swift and appropriate corrective action. The Plano Police Department has a strong policy against racial profiling as well as a professional and thorough process of investigating allegations of this nature. Additionally, the Plano Police Department is accredited by The Commission on Accreditation for Law Enforcement Agencies CALEA and meets or exceeds national standards in all areas, including policies against racial profiling and internal investigations of such complaints.

The Department's analysis of the data contained herein will not cease with the presentation of this report to the City Council, on March 1, 2005. It is the Department's intent to continue to analyze this data and identify variables that lend to a moderate disparity in traffic enforcement. One of the Department's goals continues to be a strengthening of minority recruiting efforts so the department demographics will more closely mirror that of the community. Strides have been made in this area over the past year. Part of the recruiting process will continue to be the solicitation of input and assistance from minority leaders.

Community Involvement

One of the significant methods the Department will use to better understand and attempt to minimize the variables that impact traffic enforcement stops is a continued partnership with the local community including minority groups. The Plano Police Department is aware that policing effectiveness is enhanced by actively involving members of the community. The Department has made strides in developing partnerships with the local community in several ways, one of which is to encourage involvement of its employees in outside organizations. Chief of Police Greg Rushin, for the past several years, has been a featured speaker at the Martin Luther King Day breakfast sponsored by the NAACP.

The Department maintains open dialog with a number of organizations representing the interests of various race- and religion-based organizations. The Department also offers Citizen Police Academies for adolescents and adults to promote an understanding of our mission and how the community can assist us in achieving our mission.

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Officer Education

During the past year, all sworn officers of the Department went through a Racial Profiling Refresher course as part of annual in-service training. A portion of the training was geared specifically toward examining and discussing results of the previous two-year's Racial Profiling reports. During the training course officers had the opportunity to study the Department Policy and Code of Criminal Procedure as both relate to Racial Profiling. Selected members of the Department received advanced Racial Profiling training, which covered an in-depth look at cause and effect. Additionally, each new police recruit that is hired by Plano Police Department is required to receive mandatory racial profiling training.

Public Education

For the last few years, the Plano Police Department has worked diligently to inform the public about the internal complaint process, especially as it relates to racial bias. The Department has streamlined and simplified the process of filing a complaint. A written complaint form is available to be mailed, faxed, or picked up in the police lobby. Additionally, the form is on the Plano Police website and can either be downloaded and mailed or faxed, or completed on line and electronically transmitted. Also, if a citizen desires, a personal interview will be arranged either at the Police Department, the complainant's home, or another location specified by the complaint. Also, brochures containing information about the complaint process and how to file a complaint have been placed at several locations throughout the community.

Final Statement

The Plano Police Department remains committed to taking necessary steps to address concerns of racial profiling in our community. The Department remains committed to the concept of collecting and analyzing data and will continue to comply with the requirements established by the enactment of Senate Bill 1074. However, the Department also recognizes that many variables, both known and unknown impact the raw data and may distort conclusions. The positive that has come from analyzing the report for the past three years is an opportunity to examine the Department in unique ways and to dialogue about issues of racial profiling. The Department welcomes inquiries regarding this report along with constructive and scholarly dialogue.

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Contact Information

For additional information regarding this report, please contact:

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- Dennis McLaughlin, Ph.D., Plano Police Dept. – 972-941-2436
- Ken Scott, Sergeant, Office of the Chief of Police – 972-941-2496
- Carl Duke, Public Information Officer – 972-941-2433

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DATE: March 7, 2005

TO: Mayor and City Council

FROM: Thomas H. Muehlenbeck, City Manager



As requested, we have developed a matrix of comments from our boards and commissions on terms, agenda, application process, form for appointment and other comments.

The majority of boards and commissions felt that three two-year terms were appropriate.

All agreed that public comment should be a part of their agenda – different comments made on limiting time for speakers. Majority felt that each Board should develop own standard.

Majority of the board and commission agreed with the existing application process. Several have recommended tweaks in the posting announcements, information forum, better define why they wish to serve on a particular board, and different formats to facilitate learning more about the board position.

Other items were also noted for your information.

THM/bn

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BOARD AND COMMISSION POLICIES

Board/Commission	Terms	Agenda	Application	Other
Animal Shelter Advisory Committee	Supports three two-year terms. Would like additional information on length of time between appointments.	ASAC supports public comment recommendation and has incorporated this on their agenda for some time.	ASAC believes the application did not require any changes. Suggest posting the announcement in water bill mailer and local cable.	
Community Relations Commission	Two commissioners thought two two-year terms enough. Three believed three two-year terms more appropriate due to complex learning curve. Three members did not think one-year time out necessary – two members thought time out necessary.		Council should grant priority to recommendations of prospective members made by current board and commission members. Suggestion made that applicants be directed to web site for additional information on duties and responsibilities. Receptions serve intended purpose but information forums might be advantageous. Applicants should attend board or commission meeting.	
Heritage Commission	Supports three two-year terms due to knowledge required and experience	Did not recommend a standard policy on time limits for speakers.	Generally effective. Other methods of communication would	

1112

	<p>need to effectively serve. Concern was expressed that good members might not return if forced to take one year off.</p>	<p>Think the chair of each board should determine the arrangement that works best for each board.</p>	<p>be the website. Recommended a return to booth or job fair arrangements at receptions. Representatives should be clearly identified and reps should be proactive in assisting potential applicants. Applications should better tie qualifications and reasons for serving to the applicant's top three choices. Applicant should state why they want to be on a particular board.</p>	
<p>International Relations Advisory Commission</p>	<p>Favors three two-year terms. Does not favor one-year off period.</p>	<p>Important to have a method of public comment.</p>	<p>Suggestion to have applicant secure signature of one Council representative on application.</p>	
<p>Keep Plano Beautiful Commission</p>	<p>Generally agreed that 2 year terms are good. Off one year if on the same board, if a new board no requirement for one year off.</p>	<p>Consensus to have public comment. Suggestion to have the public comment at the close of the meeting. Comments to be sent to commission/board by email or mail.</p>	<p>Applicant should indicate why they have an interest in a particular board. Applicant should attend meeting prior to selection. More board and commission members should attend receptions to answer</p>	<p>How can board members self-promote. Board and commission members do so much good in City, how can citizens be informed and promote involvement?</p>

111c

Library Advisory Board	Standard limitation should be two terms of two years. Third term appointments should only occur when there is a special need. Process should be initiated by the member's application. Re one-year off – no reason to deny City of members experience if they wish to move to another Board.	Good idea to have public comment – should be simple organized process - communication with the Board/Commission Chairman may streamline the process.	questions. Receptions should be held in larger room. Current application system works very well. Consider using public broadcast TV station announcements. Suggestion that sponsoring council members or the primary City resource call applicants that look favorable and talk with them.	How to limit the list of board and commissions to a meaningful level.	
Planning and Zoning Commission	Present two two-year terms sufficient for most groups. Exception for the Planning & Zoning Commission to serve three terms was appropriate. Opposed to a one year hiatus – volunteers who were willing to serve should be given the opportunity.	Standardized time limits should be imposed for all board and commissions for general discussion items. Most commissioners felt that the time limits that Council uses are appropriate. Consider enforcement of attendance requirements.	Generally appropriate. More information for volunteers on the expected time commitment and more questions on the application form along the lines of "why do you want to serve" and "what interests you about the board". Job fair type reception better than free-form currently held.		
Senior Advisory Board	Leave the terms as is – three two-year terms. Board member should not be eligible until one year	Definitely need time at the beginning of the meeting for public comment on times to be	Application is acceptable. Announcement seems to be very open and		

mid

	after service on the original board has elapsed.	added to future agenda. Also allow public comment on times discussed during any meeting.	publicized. Reception is good. All applicants should be notified of their acceptance/rejection.	
Transportation Advisory Committee			Foster increased use of the Citizens Academy, utility bill inserts and personal contact by staff to advertise committee assignments. Schedule meet/greet receptions so that they do not conflict with standing committee meetings. Promptly send follow-up letters to applicants who are not selected. Council should monitor their time with individuals so that other interested parties have the opportunity to meet them and ask questions. Hold annual board and commission luncheon during the evening hours for committee members can attend after work.	Committee liaison should attend more of their assigned committee meetings to meet members and answer any questions they may have.
Transition and Revitalization Commission	Existing provisions for two three-year terms for P&Z appropriate given level of	Did not recommend a standard policy on time limits for speakers –	Current process is generally effective. Suggestion made that	

11/2

	<p>application forms be available at the Roundtable meetings as another way to reaching interested citizens. Recommended returning to "booth" arrangement at receptions – may be less "intimidating" that current format.</p>	<p>each board or commission should determine the arrangement that works best for its specific circumstances.</p>	<p>knowledge and expertise needed. Current standard of two two-year terms for other boards and commissions appropriate. Do not agree with concept of one year "time out" before serving on another board or commission.</p>	
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MEMO

DATE: March 3, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Elaine Bealke, City Secretary
Di Zucco, Assistant City Secretary 

RE: Board and Commission Review Committee
and Appointment Process

Board and Commission Review Committee

The City Secretary Staff requests direction regarding the review of boards/commissions. In years' past, City Secretary Staff arranged meetings between the Committee, board/commission members and Staff Liaisons for review. Following the meetings, the Committee followed up with their recommendations to the City Council.

Board and Commission Appointment Process

Utilizing the process in place for the 2004 Board/Commission appointments, the following timeline for 2005 is submitted for Council consideration:

- June City Secretary Staff will determine board members' availability and desire for reappointment and Liaison Staff will provide recommendations. City Secretary Staff will provide Council with attendance information.
- July Utility bill insert with application. Weight restrictions limit the size of the insert to its current format. Application will be available on the web site. (Information regarding vacancies will not be available until the Council makes member reappointment decisions July 25.)

Staff will provide to Council board member availability and Council will determine reappointments at the July 25 meeting.

July 29 - Publish board vacancies in the Plano Star Courier and submit information to PTN and web site. Utilize web site giving information for contacting appropriate Staff to field questions for potential applicants when considering which board they wish to apply for and for which they might be qualified.



Honorable Mayor and City Council

Page 2

March 3, 2005

August Receptions – In years' past an evening reception has been held the Thursday prior to the budget worksession (2nd week of August) at Davis Library and an afternoon reception in conjunction with the budget worksession. The 2004 appointment process included one representative (either Staff, Chair or Member) from each board.

Application deadline will be August 26 with board/commission books distributed to Council on September 2.

September Council votes on appointments on September 12 with any remaining openings being considered on September 26. Applicants are sworn in on October 10 and certificates presented October 24.

Attachments: Draft Schedule
 Board & Commission Utility Bill Insert 2004

PROCESSMEMO 05

A handwritten signature in black ink, appearing to be 'III h', is written over the text 'PROCESSMEMO 05'.

BOARD/COMMISSION APPOINTMENT
DRAFT SCHEDULE FOR 2005

Event	Target Date	Council Date
June – Letters to board members whose terms expire in 2005 to determine reappointment interest	June 2005	
Mail Utility Inserts without listing of vacancies	7/01 – 7/30	
Attendance through 6/15/05 to Council	6/24	
Council liaisons make recommendations for reappointments		7/25 reappointments
Finalize vacancy list	7/26	
Publish list of vacancies in newspaper	7/29	
Opportunity fair (Virtual) – distribute through PTN and web site.	Early August	
Candidate Receptions with Council	To be determined	
Application Deadline (or changes)	8/26	
Staff screens candidates and distributes applications to Council	9/02	
Council appoints new members		9/12
Council completes any appointments left from 9/12 meeting		9/26
Swearing-in ceremony		10/10
Orientation week	10/10 – 10/14	
Certificates of Appreciation		10/24
New members assume office	November 2005	

III



BOARDS & COMMISSIONS OVERVIEW 2004

BOARD DESCRIPTIONS

The following dates and times are regularly scheduled meetings and do not include additional called meetings. For additional meeting and eligibility information, call the City Secretary's Office at 972-941-7120. Basic responsibilities of each Board, Commission and Committee include, but are not limited to:

* The Council will not be making appointments at this time to those boards designated with an asterisk.

Animal Shelter Advisory Committee

8 members 2 year terms
Meetings: 4 times per year
Tentative Dates: Jan., Apr., July & Oct.
(other meetings at discretion of Chair)
Animal Shelter, 4028 W. Plano Pkwy.

Promotes awareness of services, procedures and compliance with state regulations. Recommends programs, services and improvements. Members consist of 1 licensed veterinarian, 1 municipal official, 1 person officiating daily at an animal shelter /serving as the City of Plano Animal Services Manager, 1 representative from an animal welfare organization, and the remainder Plano residents.

Civil Service Commission

3 members 3 year terms
(State Statute)
Meetings: At least every January & as needed.
Plano Municipal Center, 1520 K Ave.

Appointed by the City Manager and confirmed by the City Council. For firefighters and police officers covered under Chapter 143 of the Texas Local Government Code, the Commission hears appeals related to promotional and disciplinary actions; approves local civil service rules and regulations; approves eligibility and testing parameters.

Collin County Appraisal District Board *

4th Thursday

termining the District's goals. Operates the District's appraisal body on appraisal district operations.

Arts of Collin County *

5 members 3 year terms
Meetings: Quarterly as designated by the Board

Membership includes 1 person each from the cities of Plano, Allen and Frisco and 2 city representatives. Joined with the cities of Allen and Frisco for the purpose of financing, constructing, owning, managing and operating and projects for the establishment and operation of a performing arts center.

Board of Adjustment

5 members, 4 alternates
Meetings: 6 p.m., 2nd & 4th Tuesdays
Plano Municipal Center, 1520 K Ave.

May grant variances to residential zoning ordinance, area exterior structure, and other zoning regulations. May grant variances to the regulation of signs and hear appeals from at least 1 member and 1 alternate who is employed in either advertising business, and at least 1 alternate member who is employed in real estate or development business.

Building Standards Commission

5 members, 4 alternates 2 year terms
Meetings: 4 p.m., 3rd Tuesday
Plano Municipal Center, 1520 K Ave.

Hear and determine cases concerning alleged violations of ordinances for the preservation of public safety. Study proposed code amendments and make recommendations regarding any proposed amendments to the building and fire codes. Hear appeals from decisions of the building official or fire chief, and serve as a board to review and license electricians. Hear requests to use alternate materials or methods of construction.

Community Relations Commission

3 members 2 year terms
Meetings: 5:30 p.m., 1st & 3rd Wednesdays
Plano Municipal Center, 1520 K Ave.

Serves as a hearing body for significant issues as directed by the City Council. Oversees the Community Development Grant and Community Development Reviews and Community Development Projects including significant projects that are improving the quality of life.

Cultural Affairs Commission

7 members 2 year terms
Meetings: 7 p.m., 1st Monday
Courtyard Theater, 1509 H Ave.

Receives applications for grants from area cultural affairs agencies and recommends to Council the disposition of grant funds. No member of the commission shall have served on the board of an affected agency for the previous 12 months.

DART Board *

2 year terms
Meetings: 6:30 p.m., 2nd & 4th Tuesdays
1401 Pacific Ave., Dallas

City Council appoints 1 member, and jointly appoints 1 shared member with other Metroplex cities to the DART Board, which is the governing board over the regional transportation system.

Heritage Commission

7 members 2 year terms
Meetings: 5:30 p.m., 4th Tuesday
Plano Municipal Center, 1520 K Ave.

GENERAL INFORMATION

The Plano City Council is seeking committed individuals, dedicated to the present and future well-being of Plano, to serve on the City's standing Boards, Commissions and Committees.

All appointees to City Boards, Commissions and Committees must:

- Be residents of the City for at least 12 consecutive months prior to appointment to a board or commission;
- Have a current and valid voter registration;
- Adhere to a Code of Conduct;
- Applicants for final decision-making boards cannot have financial interest in a contract with the City;
- Have no indebtedness to the City (i.e., unpaid taxes, library fines, etc.); and
- Attend at least 75% of regular meetings.

In general, it is City Council's policy to appoint persons to a maximum of two terms, however all appointments are made at the discretion of the Council. Please contact the City Secretary's office or any Council member for additional information regarding term limitations.

All individuals interested in serving on a Board or Commission are asked to attend one of the receptions listed below:

1117

Recommends to the Planning & Zoning Commission that certain buildings, land, areas, and districts in the City be designated as heritage resources. Issues Certificates of Appropriateness for proposed work to existing building exteriors or for new construction in designated heritage resource districts. Receives applications for grants from historic preservation agencies and recommends to Council the disposition of these grant funds. Appointees should have demonstrated interest, competence and knowledge in historic preservation. Preference will be given to professionals from the disciplines of architecture, history, architectural history, planning, archeology or other disciplines related to historic preservation such as urban planning, American studies, American civilization, cultural geography or cultural anthropology.

International Relations Advisory Commission
9 members 2 year terms
Meetings: Meets once annually with special meetings called by the Chairperson.

Membership includes 1 person each from the Collin County Community College District, Plano Economic Development Board, Plano Chamber of Commerce and Plano Sister Cities, Inc. The remainder of the positions are open to Plano residents. Recommends to the City Council an organizational structure for interacting and responding to international business, educational and cultural opportunities by the City of Plano, Plano Economic Development Board, Plano Chamber of Commerce, Plano Sister Cities, Inc. and Collin County Community College District.

Keep Plano Beautiful Commission
8 members 2 year terms
Meetings: 7 a.m., 3rd Wednesday
Keep Plano Beautiful, 4200 W. Plano Pkwy.

Works with City Staff to educate all individuals (citizens, students, businesses and civic organizations) about litter awareness and prevention, and to encourage and empower those individuals to engage in volunteer opportunities to enhance Plano's beautification efforts. The success of this Commission is realized through special events and educational programs, the bi-annual Homeowners Association Beautification Matching Grants Program, the free Neighborhood Cleanup Dumpster Program, selected planting projects, and school awards programs.

Library Advisory Board
7 members 2 year terms
Meetings: 7 p.m., 1st Tuesday
Various Plano Public Library Locations

Advises Council on matters relating to the operations of the Library Department. Reviews Board approved library policies. Reviews and approves special requests for the use of library facilities.

North Texas Municipal Water District *
Board of Directors
2 members 2 year terms
Meetings: 4 p.m., 4th Thursday
NTMWD, 505 E. Brown, Wylie

Governing board overseeing regional water, wastewater and solid waste systems.

Parks and Recreation Planning Board
7 members 2 year terms
Meetings: 6:30 p.m., 1st Tuesday
Municipal Center South, 1409 K Ave.

Makes recommendations regarding park land acquisitions and park master plan, Parks and Recreation Capital Improvement Program, bond referenda, park facility-user fees; and analyzes long range Parks and Recreation facility needs. Reviews and approves master plans for development or improvement of parks and recreation facilities.

Planning & Zoning Commission
8 members 2 year terms
Meetings: 7 p.m., 1st & 3rd Mondays
Plano Municipal Center, 1520 K Ave.

Makes recommendations for adoption of a master plan for future development of the City; and zoning and rezoning applications, including amendments to zoning and subdivision regulations. Hears and takes action on applications for preliminary site plans and plats.

Plano Housing Authority
5 members 2 year terms
Meetings: 6:30 p.m., 4th Tuesday
Southfork Hotel, 1600 N. Central Expwy.

Governance and administrative control of low-income housing projects and programs.

Plano Transition and Revitalization
Commission (formerly EPAC)
8 members 2 year terms
Meetings: 4:30 p.m., 3rd Wednesday
Plano Municipal Center, 1520 K Ave.

Membership includes 1 person each from the Plano Chamber of Commerce, Plano Economic Development Board; a person with City of Plano P&Z Commission experience; and a member from the City of Plano Community Relations Commission. The remainder of the positions are open to Plano residents. Makes recommendations to maintain and enhance quality of life for persons who live, work and/or visit Plano; addresses challenges and opportunities relating to Plano's transformation from a growing to a maturing community.

Public Arts Committee
7 members +1 Ex Officio from the Cultural Affairs Commission 2 year terms
Meetings: 7 p.m., monthly, Wednesday, as needed
Courtyard Theater, 1509 H Ave.

Makes recommendations for annual Public Art Plan. Administers and implements the annual Public Art Plan utilizing policies and procedures that address art/artist selection process, commission and placement of art and maintenance and removal of art.

Retirement Security Plan Committee
5 members 2 year terms
Meetings: 4 times per year (Jan., Apr., July, & Oct.)
Plano Municipal Center, 1520 K Ave.

City Manager appoints 3 City employees and 2 non-City employees who administer and hold

fiduciary responsibility for the Retirement Security Plan Trust.

Self Sufficiency Committee
8 members 2 year terms
Meetings: 6:30 p.m., 2nd Monday
Housing Authority Office, 1111 H Ave., Building A

Works with the Plano Housing Authority to provide oversight for a self sufficiency program for residents of housing administered by the Housing Authority.

Senior Citizens Advisory Board
10 members 2 year terms
Meetings: 6:30 p.m., 1st Thursday every other month (Mar., May, July, Sep. & Nov.)
Plano Senior Center, 401 West 16th St.

Recommends policies and programs to City Council that will be of benefit to seniors, within the traditional scope of the City Council powers and responsibilities. Advises City Council on issues of importance to seniors living in Plano.

Tax Increment Financing Reinvestment
Zones No. 1 Board (West TIF)
and No. 2 Board (East TIF) *
5 to 15 members 2 year terms
Meetings: As called by members
Plano Municipal Center, 1520 K Ave.

Approves a project plan and a financing plan that is consistent for the zone which must then be submitted to the City Council for final approval. Makes recommendations to the City Council concerning the administration of the TIF in the zone.

Technology Commission
7 members 2 year terms
Meetings: 6 p.m., 3rd Monday
Plano Municipal Center, 1520 K Ave.

Membership includes technology members or professionals and/or business managers or professionals with at least 10 years of management or professional experience. A maximum of six members shall be from technology industries and 2 shall be experienced technology users from any industry. Identifies emerging and evolving technologies in the areas of computers; telecommunications; the Internet; data; voice; video; wireless and other future technologies. Develops recommendations for the utilization of technologies for the advantage of businesses and citizens of Plano. Works with the P&Z Commission on areas of technology. Communicates, coordinates findings and recommendations to the City Council.

Transportation Advisory Committee
7 members 2 year terms
Meetings: 7:30 p.m., 2nd Thursday
Plano Municipal Center, 1520 K Ave.

Encourages, promotes and participates in the development of programs and processes, to find solutions to transportation problems in Plano. Receives and considers information of a transportation-related nature from citizens concerning exceptional situations and requiring solutions not covered by standard process or practice. Makes recommendations to implement corrective action on matters of traffic safety and congestion.

1112

CITY OF PLANO BOARD OR COMMISSION CANDIDATE APPLICATION

Applications are due August 27, 2004

Name: _____
(Please print legal name and your name as you wish it to appear, if different.)

Please indicate Board(s) / Commission(s) preferences: (abbreviated board/commission names are acceptable, eg. KPBB)

1. _____ 2. _____ 3. _____

PERSONAL INFORMATION	
Home Address: _____	
Plano, Texas _____	Zip: _____
Telephone: _____	Fax: _____
E-mail: _____	
Plano Resident for _____ years	County: _____
Drivers License #: _____	
*Voter Registration #: _____	

OCCUPATIONAL INFORMATION	
Business Name: _____	
Occupation: _____	
Address: _____	
Telephone: _____	Fax: _____
E-mail: _____	
Business owner?	yes: ___ no: ___

Yes, I would be interested in serving on subcommittees that may be formed.

Previous Board, Commission, Civic or Community, or Work Experience that might benefit the City (if additional space is required attach additional listing and/or a resume may be attached). How would you use this experience to benefit the City of Plano?

<u>Organization</u>	<u>Location</u>	<u>Years</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List any business or personal relationships with the City, which might create a conflict of interest or affect your ability to serve.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Plano Boards and Commissions as noted in the General Information portion of this overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications will remain on file for one year from the date of receipt. I affirm that I am qualified to vote.

Signature

Date

In compliance with Chapter 552, Vernon's Texas Codes Annotated, (Open Records Law), information provided on this application may be available to the public upon request.

Rev. 06-04

ml

Mail completed application to:
City of Plano, City Secretary
P.O. Box 860358, Plano, TX 75086-0358



PLANO, TX 75086-9910
 PO BOX 860358
 CITY SECRETARY
 CITY OF PLANO

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
 FIRST CLASS MAIL PERMIT NO. 3101 PLANO, TEXAS



NO POSTAGE
 NECESSARY
 IF MAILED
 IN THE
 UNITED STATES



RECEPTION DATES

**APPLICATIONS
 ARE DUE
 AUGUST 27, 2004.**

<p>Pat Evans Mayor, Place 6 972-403-1959 mayorpatevans@plano.gov</p>	<p>Shep Stahel Mayor Pro Tem, Place 1 972-423-7198 shep.stahel@gte.net</p>	<p>Ken Lambert, P.E. Deputy Mayor Pro Tem, Place 8 972-422-7006 x15 klambert@plano.gov</p>	<p>Thomas H. Muehlenbeck City Manager 972-941-7121 tomm@plano.gov</p>
<p>Scott Johnson Councilmember, Place 2 972-431-1657 scottjohnson@plano.gov</p>	<p>Phil Dyer Councilmember, Place 3 972-461-7104 phild@legacytexas.com</p>	<p>Sally V. Magnuson Councilmember, Place 4 972-867-2666 smagnuson@plano.gov</p>	<p>Elaine Bealke City Secretary 972-941-7120 elaineb@plano.gov</p>
<p>Steve Stovall Councilmember, Place 5 972-378-1495 sstovall@plano.gov</p>	<p>Jean Callison Councilmember, Place 7 972-248-3671 jcallison@plano.gov</p>		

11/17/04

MEMO

DATE: March 2, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on March 16, 2005.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>No items for consideration</u>	<u>Plano Transition and Revitalization</u> Resignation of Carol Moss (CRC Representative) (Term Expires 10/06)
	<u>Public Art Committee</u> Resignation of Paul McCarthy (Term Expires 10/05)

iva

**Discussion/Action Items for Future Council Agendas
(as of March 8, 2005)**

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

March 7 – 11 – PISD Spring Break

March 11 – 15 – NLC – Washington, DC

March 24 – Dedication of Steinway Piano – Courtyard Theater – Reception and Concert – 7:00 p.m.

March 28

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

CVB Branding Presentation – Thompson – 20 minutes

Plano Balloon Festival Grant Funding Process Request - Conklin

Public Hearing: Comprehensive Plan Revision - Request to amend the Housing Element of the Comprehensive Plan and include Policy Statement No. 3.0 - Housing Density. **Applicant: City of Plano**

Public Hearing: Zoning Case 2005-03 - A request for a Specific Use Permit (SUP) for New Car Dealer on one lot on 9.2± acres on the south side of Plano Parkway, 260± feet east of the Dallas North Tollway. Zoned Planned Development-211-Light Commercial. Neighborhood #53.
Applicant: Boardwalk Motor Cars

Public Hearing: Subdivision Ordinance Amendment - Request to amend the Subdivision Ordinance to address waivers of exactions for dedications and public improvements. **Applicant: City of Plano**

April 9 – Police Banquet – Perot Systems – 6 – 10 p.m.

April 11

Environmental Education Building (Foster/Nevil)

April 25

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

Development of a regional water conservation plan – Jim Parks, NTMWD

Va

May 9

May 17 – Special Called Meeting to Canvass Election

May 19 – District 3 Roundtable – 7 p.m. – City Joint Use Facility – Building A

May 23

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

May 30 – Memorial Day Holiday

June 10 – 13 – TCMA - Galveston

June 13

June 27
DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

July 4 – Independence Day Holiday

July 25

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

July 27

Budget

August 8

August 18 - District 4 Roundtable - 7. p.m. – Vines High School Cafeteria

August 22

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

September 5 – Labor Day Holiday

September 12



September 25 – 28 – ICMA - Minneapolis

September 26

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

October 3 – 7 – PISD Fall Break

October 10

October 24

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

October 26 – 29 – TML – Gaylord Texan, Grapevine

November 10 – District 2 Roundtable – Plano Sports Authority – 2nd floor

November 14

November 24 – 25 – Thanksgiving Holidays

November 28 (Thanksgiving)

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

December 6 – 10 – NLC – Charlotte, NC

December 12

December 23 – 26 – Christmas/ Winter Holidays

December 28 (rescheduled from 12/26) (Winter Holiday)

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

January 2, 2006 – New Year Holiday

VC

March 7, 2005

MEMO

TO: Thomas H. Muehlenbeck, City Manager
Frank F. Turner, Executive Director

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Banner Sign Committee

At Council's direction, the Banner Sign Committee met again in February and March to continue its discussion of proposed amendments to the sign ordinance that would allowed banner signs on parking lot light standards. After much discussion, the committee voted on a motion to approve the proposed amendments to the ordinance. The motion failed 2-2. Councilwoman Callison will report back to the City Council that there is not a consensus on amending the sign ordinance at this time.

Over the course of the committee's discussions, the proposed amendments had been modified to tie the quantity of banners to lot size as well as the number of light standards. Permits for banners would have been restricted to 4 times per calendar year, for a maximum of 45 days per permit. Churches and schools in residential districts could also install banners, along with commercial uses in non-residential zoning districts. No advertising messages could be displayed on any banners of this type.

During the course of the Committee's meetings, many issues and concerns were discussed. Several committee members felt that the banners would allow businesses, especially retailers, to provide a more festive and celebratory atmosphere. Other members expressed concern about the visual clutter of more banners and the ability of the city to enforce any new sign regulations. A homeowner representative on the Committee reported that the Plano Homeowners Council had also reviewed the issue and did not support amending the present ordinance restrictions.

Please let me know if you need additional information.

XC: Selso Mata, Chief Building Official
Tom Elgin, Development Review Manager
Paige Glicksman, Assistant City Attorney
Susan Thompson, Code Compliance Representative

VII B.1.a



**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:	3/16/05	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> 3/23/05	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: Scott Neumeyer, 2004 Code Enforcement Officer of the Year				
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:	3/16/05	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>	3/8/05
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 City of Plano by City Center Association				
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		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 22, 2005**

COUNCIL MEMBERS

Pat Evans, Mayor
Shep Stahel, Mayor Pro Tem
Ken Lambert, Deputy Mayor Pro Tem
Scott Johnson
Phil Dyer
Sally Magnuson
Steve Stovall
Jean Callison

STAFF

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

Mayor Evans called the meeting to order at 5:11 p.m., Tuesday, February 22, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss matters of Personnel, Section 551.074 for which a certified agenda is required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:08 p.m. in the Council Chambers for which the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion: Personnel Appointment

Building Standards Commission

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem Lambert, the Council voted 8-0 to appoint James W. Carpenter.

DART Status Report

No report was given.

Board and Commission Policies and Procedures Alignment with Council

After a brief discussion and request from the Council, City Manager Muehlenbeck advised that board and commission policy and procedure recommendations would come back in the form of a matrix format for ease of viewing at a future Council meeting.

Mobility Report

Transportation Engineering Manager Neal spoke to successfully completing the testing of a new version of traffic signal software and stated that the software will be installed at eight intersections in the City. He spoke to the last day of the 60-day testing period for pedestrian signal count-down devices and to the success of the testing period. Mr. Neal stated that a bid for this will come forward, and responded to the Council that testing occurred at 15 Street and K Avenue and also at Independence Parkway and Parkhaven Drive. He spoke to the upcoming construction of a traffic signal at Dublin Road and 14 Street early next month. Mr. Neal spoke to suspension of enforcement of on-street parking on Quincy Lane for 30 days and further requested support from the Council to allow parking on Quincy Lane between Ohio Drive and Family Farm Lane.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of January and stated that the General Fund was down slightly from last year and spoke to property tax collections being down at the end of January by about 4%. He stated that the county tax assessor collector was contacted who advised regarding problems they experienced with the processing of the January payments and to getting things back up to speed. City Manager Muehlenbeck asked that the contract for ad valorem tax collection be looked at with regard to interest lost by property tax not being timely reflected.

Mr. McGrane stated that traffic citations were down from last year and that the water and sewer fund was also down. He spoke to expenditures and to the Downtown Center Fund being slightly down and stated that sales tax is up slightly over last year. He stated that the City is at a no un-employment status, housing values are up, hotel/motel taxes down slightly from November, and further spoke to portfolio diversification.

Public Arts Committee Personnel Appointment

Upon a motion made by Council Member Callison and seconded by Council Member Stovall, the Council voted 8-0 to appoint Mary Jo Forbes.

Council Items for Discussion/Action on Future Agendas

No items were brought forward.

Consent and Regular Agenda

No items were identified on the Consent Agenda. Council Member Dyer advised that due to possible conflicts of interest he will be stepping down on Regular Agenda Item "1," Public Hearing and ordinance to establish a reinvestment zone, and Regular Agenda Item "2," Resolution to approve an agreement to provide real property tax abatement.

Deputy Mayor Pro Tem Lambert and Council Member Callison advised that due to possible conflicts of interest they will be stepping down on Regular Agenda Item "3," Public Hearing and ordinance to amend the Comprehensive Zoning Ordinance.

Council Reports

Mayor Pro Tem Stahel spoke to comments received from neighbors in District One complementing City Staff regarding the quality of the neighborhood roundtable meetings.

Nothing further was discussed. The Mayor adjourned the meeting at 6:30 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
February 22, 2005

COUNCIL MEMBERS

Pat Evans, Mayor
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Ken Lambert, Deputy Mayor Pro Tem
Steve Stovall
Phil Dyer
Scott Johnson
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Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans convened the meeting into open session on Monday, February 22, 2005, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Senior Pastor Art Going of Preston Meadow Lutheran Church.

The Pledge of Allegiance was led by Cadet Girl Scout Troop 2232.

Mayor Evans recognized the Co-Families of the Year: The Chip and Jacque Johnston Family and the Carven and Debbie Holcombe Family and presentation was made to the Council of Certification by the National Weather Service as a StormReady Community.

GENERAL DISCUSSION

Sonja Hammar, citizen of the City, spoke to the City's designation as a StormReady Community and requested information regarding the charter proposition extending Council seats to three years. She spoke to differing information received from Staff regarding the Bishop Road Project bond proposition and inquired whether there has been an appraisal done on the sculptures and whether the parking/park will be deeded or leased to the City and the level of indebtedness of the City. Ms. Hammar inquired regarding maintenance of proposed fountains and how set asides for parking will be handled.

Hal Stebbins, citizen of the City, spoke regarding prior discussion of superstores and stated that neighbors would likely support a compromise wherein properties along the S.H. 121 corridor would be exempted from a specific use permit requirement as long as parcels were not too close to residentially zoned land. He spoke to taking a long-term, high-level view regarding sales tax revenue, making it a formal part of reviews and to possible negative effects if stores were to go vacant. Mr. Stebbins spoke to specific use permits offering the Council flexibility to determine if a proposed store is serving a need or will attract shoppers from outside the City.

Dr. Patricia Templeton, citizen of the City, advised that a formal complaint has been filed against Mayor Evans on behalf of the Good Neighbor Coalition regarding code of conduct violations related to the favorable treatment of Wal-Mart and its developer. She spoke regarding a project whose approval was rescinded in 2001 based on its failure to conform to the Dallas North Tollway Guidelines and requested an agenda item rescinding approval of the Wal-Mart project until such time as a new proposal is submitted which conforms with the guidelines. Dr. Templeton spoke regarding discussion at the January 24, 2005 Council meeting and stated that if the Wal-Mart project were delayed for any reason its current approvals and permits may expire and they would need to reapply under the current ordinances. She spoke to Wal-Mart's ability to comply with the guidelines and requested Mayor Evans step down from discussion or vote on any issue related to Wal-Mart either specifically or tangentially such as the discussion of specific use permits for superstores.

Richard Simmons, citizen of the City, requested more clarity be provided on agenda items.

CONSENT AGENDA

Citizen Richard Simmons requested that Consent Agenda Item "I" be removed for individual consideration.

Upon a motion made by Mayor Pro Tem Stahel and seconded by Council Member Stovall, the Council voted 8-0 to approve and adopt all remaining items as recommended and as follows:

Approval of Minutes [Consent Agenda (A)]

February 10, 2005
February 14, 2005

Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:

Bid No. C057-05 to establish an annual fixed price contract with two optional one-year renewals for Nitrile Emergency Medical Gloves in the estimated annual amount of \$31,329. [Consent Agenda (B)] (See Exhibit "A")

Bid No. B069-05 for construction of Legacy Business District Water Line along the Dallas North Tollway Service Road and Headquarters Drive in the amount of \$538,337. [Consent Agenda (C)] (See Exhibit “B”)

Bid No. B063-05 for the installation of underground infrastructure for the Street Light Project 2004 within the City of Plano in the amount of \$168,508. This project involves the installation of underground infrastructure including conduit and street light bases on Shiloh Road from 14th Street to Renner Road, Plano Parkway from Shiloh Road to Los Rios Boulevard, Alma Road from Highway 190 to 15th Street and on Ohio Drive from Highway 190 to Plano Parkway. [Consent Agenda (D)] (See Exhibit “C”)

Adoption of Resolutions

Resolution No. 2005-2-15(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda (E)]

Resolution No. 2005-2-16(R): To appoint James P. Reid and William J. Roberts to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. [Consent Agenda (F)]

Resolution No. 2005-2-17(R): To authorize the purchase of an annual maintenance agreement for the meter reading system and Firefly maintenance services in an amount not to exceed \$88,158 from Datamatic, Ltd., as the sole source of the equipment required by reason of product compatibility. 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. [Consent Agenda (G)]

Resolution No. 2005-2-18(R): To authorize the purchase of meter reading equipment and services such as transponders, receivers and supporting equipment and in an amount not to exceed \$630,093 from Datamatic, Ltd., a Catalogue Information Systems vendor (CISV). 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. [Consent Agenda (H)]

Adoption of Ordinances

Ordinance No. 2005-2-19: To amend Section 12-98.1, No Parking on Thoroughfares, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, by adding an exemption to Section 12-98.1(b) to allow parking on Quincy Lane between Ohio Drive and Family Farm Lane; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. [Consent Agenda (J)]

Ordinance No. 2005-2-20: To abandon all right, title and interest of the City, in and to a portion of that certain sanitary sewer easement recorded in Volume 3070 at Page 214 of the Collin County Deed Records and being situated in the Collin County School Land Survey, Abstract No. 151, and the John Martin Survey, Abstract No. 603, located approximately 630 feet south of Parker Road and 300 feet east of Midway Road, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Midway/Parker Medical Center, L.P. to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda (K)]

Ordinance No. 2005-2-21: To abandon all right, title and interest of the City, in and to a portion of that certain sanitary sewer easement recorded in Volume 2610 at Page 787 of the Collin County Deed Records and being situated in the Collin County School Land Survey, Abstract No. 151, and the John Martin Survey, Abstract No. 603, located approximately 875 feet south of Parker Road and east of Midway Road which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Midway/Parker Medical Center, L.P. to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda (L)]

Ordinance No. 2005-2-22: To abandon all right, title and interest of the City, in and to that certain water line easement and a portion of that certain fire lane, access and utility easement shown on Lots 1 and 2, Block A of Hunters Glen V Addition, as recorded in Cabinet I, Page 595 and Cabinet J, Page 864 of the Land Records of Collin County, Texas and being located in the northwest corner of Custer Road and Spring Creek Parkway in the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owners, Custer Texaco Partners and Elahi's, Inc., to the extent of their interests; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date. [Consent Agenda (M)]

Approval of Agreement

To approve a first amendment of professional consultant services agreement in the amount of \$10,500 with Tony Picchioni to provide additional professional consulting services during the second year of a three (3) year agreement with the option to extend the term for two (2) additional two (2) year periods. [Consent Agenda (N)]

Purchase off Existing Contract

To authorize the purchase of twenty-nine (29) Ford Crown Victoria Police Pursuit Vehicles in the total amount of \$617,015 from Philpott Ford, pursuant to the City's participation in the Tarrant County Joint Venture/Purchasing Cooperative Bid No. I008-02 authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda (O)]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Pasquinelli Portrait Homes, L.P. for oversize participation for paving improvements for Ridgeview Drive and drainage improvements associated with the construction of Pasquinelli's Westbrook Phase III in the amount of \$62,562. [Consent Agenda (P)]

Approval of Expenditure

To approve an expenditure in the amount of \$476,220 to Paradigm Traffic Systems, Inc. for Digital Vehicle Detection Equipment from an existing contract C104-04, and authorizing the City Manager to execute all documents necessary to effectuate the purchase. [Consent Agenda (Q)]

To approve an expenditure in the amount of \$90,703 to Consolidated Traffic Controls, Inc. for L.E.D. Signal Lamps from an existing contract C042-03, and authorizing the City Manager to execute all documents necessary to effectuate the purchase. [Consent Agenda (R)]

To approve an additional expenditure for the purchase of two (2) additional Mobile Surveillance Towers in the amount of \$89,726 (Bid 162-04) for the 2004 UASI Grant. [Consent Agenda (S)]

Approval of Change Order

To approve Change Order No. 3 for the Cassidy Drive Drainage Improvements and Landershire Lane Water Rehabilitation Project, increasing the contract by \$69,848 for water line replacement in Santiago Drive due to leaks discovered on the old cast iron main necessary to complete the project. (Bid No. B057-04) [Consent Agenda (T)]

END OF CONSENT:

Council Member Dyer advised that due to possible conflicts of interest, he would be stepping down on Regular Agenda Items "1" and "2."

Deputy Mayor Pro Tem Lambert and Council Member Callison advised that due to possible conflicts of interest, they would be stepping down on Regular Agenda Item "3."

Ordinance No. 2005-2-23: To repeal Ordinance No. 96-3-20, currently codified under Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b), Subsection "Jupiter Road" of the City of Plano Code of Ordinances, and adopting a new subsection entitled "Jupiter Road" that establishes the prima facie speed limit for motor vehicles operating along Jupiter Road within the corporate limits of the City of Plano; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; and providing a repealer clause, a severability clause, a savings clause, a penalty clause and an effective date. [Consent Agenda (I)]

Ordinance No. 2005-2-23 (cont'd)

City Engineer Upchurch reviewed the ordinance calling for speed limits varying on Jupiter Road from the southern to the northern City limits and advised that the change proposed is the northern end where widening has been recently completed. City Attorney Wetherbee advised that the agenda item caption provides general information to the public about what is to be discussed and not a verbatim description of the ordinance and if there are additional questions, the public may review the packet.

Mr. Upchurch responded to Mayor Pro Tem Stahel regarding signage that will be provided at the point where speed limits are reduced.

Richard Simmons, citizen of the City, spoke in support of the request, regarding the difficulty of finding information regarding agenda items and to statement changes on the agenda which would provide information.

Upon a motion made by Mayor Pro Tem Stahel and seconded by Deputy Mayor Pro Tem Lambert, the Council voted 8-0 to repeal Ordinance No. 96-3-20, currently codified under Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b), Subsection "Jupiter Road" of the City of Plano Code of Ordinances, and adopting a new subsection entitled "Jupiter Road" that establishes the prima facie speed limit for motor vehicles operating along Jupiter Road within the corporate limits of the City of Plano; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; and providing a repealer clause, a severability clause, a savings clause, a penalty clause and an effective date; and further to adopt Ordinance No. 2005-2-23.

Council Member Dyer stepped down from the bench on the following two items due to possible conflicts of interest.

Public Hearing and adoption of Ordinance No. 2005-2-24 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 85 for a tax abatement consisting of a 2.3840 acre tract of land located at 1500 Precision Drive in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda (1)]

Director of Finance McGrane spoke to the proposed business personal and real property tax abatement beginning January 1, 2006 and continuing through the year 2015 which would be equal to fifty percent for ten years. He advised that the firm anticipates growing to 80 employees by 2008.

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

Ordinance No. 2005-2-24 (cont'd)

Upon a motion made by Council Member Stovall and seconded by Council Member Johnson, the Council voted 7-0 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 85 for a tax abatement consisting of a 2.3840 acre tract of land located at 1500 Precision Drive in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2005-2-24.

Resolution No. 2005-2-25(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, Tenth Street Investments, LP, a Texas Limited Partnership and Data Flow Media Systems, L.P., a Texas Limited Partnership and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda (2)]

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Council Member Johnson, the Council voted 7-0 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, Tenth Street Investments, LP, a Texas Limited Partnership and Data Flow Media Systems, L.P., a Texas Limited Partnership and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2005-2-25(R).

Council Member Dyer resumed his place on the bench.

Due to possible conflicts of interest Deputy Mayor Pro Tem Lambert and Council Member Callison stepped down from the bench on the following item.

Public Hearing and adoption of Ordinance No. 2005-2-26 as requested in Zoning Case 2004-57 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone a portion of Planned Development-350-Retail/General Office (1.8± acres) and a portion of Planned Development-402-Retail/General Office (7.6± acres) located on the south side of Plano Parkway, west of Ohio Drive, east of Allied Drive, and north and south of Alliance Boulevard in the City of Plano, Collin County, Texas, so as to expand Planned Development-138-Retail/General Office from 21.1± acres to 30.5± acres; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #55. Applicant: Healthcare Realty Trust, Inc. [Regular Agenda (3)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request subject to: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Ordinance No. 2005-2-26 (cont'd)

1. A hospital and helistop are additional allowed uses. A helistop is allowed only in conjunction with a hospital use.
2. Maximum Building Height: ~~12-story~~.
 - a. Beginning at a distance of 50 feet south of the southern right-of-way line of Plano Parkway (110 feet from the residential district boundary line) to 300 feet south of Plano Parkway, the maximum building height shall be six story/65 feet.
 - b. From 300 feet south of the southern right-of-way line of Plano Parkway to 600 feet south of Plano Parkway, the maximum building height shall be six story/125 feet.
 - c. From 600 feet south of the southern right-of-way line for Plano Parkway, the maximum building height shall be 12 story.
3. Maximum Lot Coverage: 50% (excluding parking structures); 70% (including parking structures).
4. For hospital use, required parking is one space per bed.
5. Building facades, except for parking structures, shall be constructed of brick, stone, or glass.
6. Parking structure facades shall be compatible in color and texture to the materials used for the hospital facade. The northern facade of parking structures that front Plano Parkway shall be designed to diffuse or to decrease light overspill through the use of solid walls, ornamental metal or other material screening, landscaping, earthen berms, or a combination of these.
7. The minimum front building setback along Allied Drive shall be 30 feet beginning at a distance of 250 feet from the southern right-of-way line of Plano Parkway continuing south to the southern right-of-way line for Alliance Boulevard.

Ms. Jarrell stated that the applicant plans to expand the existing hospital and medical office development, spoke regarding the difference in height for the parking garage versus the hospital and stated that while the existing zoning restricts height, it does not define the number of stories. She spoke to homeowners' concern regarding light overspill from the parking garage and the applicant meeting the City's lighting ordinance and to agreement for the design of the northern facade and berming. Ms. Jarrell responded to the Council regarding surface parking and stated that the building being added would be 125 feet in height and not 12 stories.

Ordinance No. 2005-2-26 (cont'd)

Mayor Evans opened the Public Hearing. Cary Moon, representing the applicant, reviewed the request and the location of the helipad which would be used for cardiac patients. He spoke to meetings held with homeowner associations and advised that he would be keeping in touch and would try to incorporate as many concerns into the design as possible. Mr. Moon stated that a stair-step approach was considered for the parking garage, but that it would prove inefficient and spoke regarding efforts to address noise/lighting concerns of the neighborhood. No one else spoke either for or against the request. The Public Hearing was closed.

Council Member Dyer spoke to providing clarity regarding the maximum building height by referring to the "lesser of" six stories or sixty-five feet.

A motion was made by Council Member Dyer and seconded by Council Member Stovall, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone a portion of Planned Development-350-Retail/General Office (1.8± acres) and a portion of Planned Development-402-Retail/General Office (7.6± acres) located on the south side of Plano Parkway, west of Ohio Drive, east of Allied Drive, and north and south of Alliance Boulevard in the City of Plano, Collin County, Texas, so as to expand Planned Development-138-Retail/General Office from 21.1± acres to 30.5± acres as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2004-57 with the revisions; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-2-26 as amended below:

2. Maximum Building Height:

- a. Beginning at a distance of 50 feet south of the southern right-of-way line of Plano Parkway (110 feet from the residential district boundary line) to 300 feet south of Plano Parkway, the maximum building height shall be six stories or 65 feet, *whichever is less*.
- b. From 300 feet south of the southern right-of-way line of Plano Parkway to 600 feet south of Plano Parkway, the maximum building height shall be six stories or 125 feet, *whichever is less*.

The Council voted 6-0 and the motion carried.

Deputy Mayor Pro Tem Lambert and Council Member Callison resumed their seats on the bench.

Public Hearing and adoption of Ordinance No. 2005-2-27 as requested in Zoning Case 2004-58 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 33.0± acres located on the north side of Windhaven Parkway, 2,900± feet east of Dallas North Tollway and 3,300± feet west of Spring Creek Parkway in the City of Plano, Collin County, Texas, from Multifamily Residence-3 (17.7± acres), Planned Development-242-Multifamily Residence-2 (13.1± acres) and Planned Development-243-Retail/General Office (2.2± acres) to Planned Development-Single-Family Residence-6; 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. Neighborhood #27. Applicant: Acres of Sunshine, Ltd. [Regular Agenda (4)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval as PD-SF-6 subject to:

1. The minimum lot area shall be 5,600 square feet.
2. The minimum lot width for corner lots shall be 80 feet. The minimum lot widths for interior lots shall be 75 feet.
3. The minimum lot depth shall be 75 feet.
4. The minimum front yard setback shall be ten feet. For front-entry garages, the minimum front yard setback for the garage only shall be 20 feet. For side-entry garages, the minimum front yard setback shall be ten feet.
5. The minimum side yard setback for corner lots shall be ten feet. The minimum side yard setbacks for interior lots shall be five feet.
6. The minimum rear yard setback shall be 15 feet.
7. The maximum lot coverage shall be 55% total for primary and accessory buildings.
8. A private recreation facility is an additional allowed use.

Ms. Jarrell spoke to the request replacing the potential for over 500 multi-family units and regarding the provision of open space bringing down the density. She responded to Deputy Mayor Pro Tem Lambert that the Phase II Land Study has been approved subject to Council's approval of the zoning.

Ordinance No. 2005-2-27 (cont'd)

Mayor Evans opened the Public Hearing. Ashley Frysinger of Kimley Horn & Associates compared the current zoning to the proposal and stated that the overall density would end up at four units per acre. Lane Paschal, representing the applicant, presented information regarding the proposed housing products and potential buyers. He advised that property is being purchased in two pieces, that a request will come back for zoning on the second half and that the second section could have lots in the mid-6,000 square-foot range. Mayor Pro Tem Stahel spoke to considering issues of where residents would be allowed to walk their pets. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Stovall and seconded by Council Member Dyer, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 33.0± acres located on the north side of Windhaven Parkway, 2,900± feet east of Dallas North Tollway and 3,300± feet west of Spring Creek Parkway in the City of Plano, Collin County, Texas, from Multifamily Residence-3 (17.7± acres), Planned Development-242-Multifamily Residence-2 (13.1± acres) and Planned Development-243-Retail/General Office (2.2± acres) to Planned Development-Single-Family Residence-6 as requested in Zoning Case 2004-58 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-2-28.

Public Hearing and adoption of Ordinance No. 2005-2-28 as requested in Zoning Case 2004-59 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 558 so as to allow the additional use of Private Club on 0.1± acre of land located 130± feet south of West Park Boulevard and 45± feet west of Preston Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #55. Applicant: Regency Centers [Regular Agenda (5)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

Mayor Evans opened the Public Hearing. Bob Tinley, co-owner of Moe's Southwest Grill, described the restaurant concept. Ms. Jarrell responded to Deputy Mayor Pro Tem Lambert, stating that a previous specific use permit has been rescinded. No one else spoke either for or against the request. The Public Hearing was closed.

Ordinance No. 2005-2-28 (cont'd)

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Council Member Stovall, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 558 so as to allow the additional use of Private Club on 0.1± acre of land located 130± feet south of West Park Boulevard and 45± feet west of Preston Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office as requested in Zoning Case 2004-59 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-2-28.

Public Hearing and an ordinance as requested in Zoning Case 2004-54 – To amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use. Applicant: City of Plano Tabled 01-24-05 [Regular Agenda (6)]

Upon a motion made by Mayor Pro Tem Stahel and seconded by Council Member Dyer, the Council voted 8-0 to remove the item from the table.

Director of Planning Jarrell spoke regarding Council direction to review superstore regulations for Retail districts to determine if they should be extended to other zoning districts and stated that the Planning and Zoning Commission recommended approval of the request as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

1. Amend standard (1) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

“(1) These criteria shall apply to new superstore construction in Retail any zoning districts ~~only~~. These criteria shall not apply to the use, reuse, modification, or consolidation of existing retail space developed on ~~the date of the adoption of this ordinance~~ or before January 24, 2005, or to the expansion of existing retail space existing on ~~the date of adoption of this ordinance~~ or before January 24, 2005, by no greater than ten percent of the existing ground floor area.”

- a. Amend standard (7) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

Zoning Case 2004-54 (cont'd)

“(7) Where the property immediately abuts a residential zoning district, unless separated by a Type D C or larger thoroughfare, a minimum 30-foot wide landscape edge must be installed in addition to the screening required by Section 3.1000. The landscape edge must include a combination of berms, evergreen shrubs, and a mix of evergreen and deciduous overstory (shade) trees (minimum four inch caliper) placed a minimum 25 feet on center. Plantings may be grouped.”

Ms. Jarrell advised that presently a specific use permit (SUP) is required in Retail districts and spoke regarding the design criteria for building materials, façade design and landscaping. She advised that the Planning and Zoning Commission’s recommended that the supplemental regulations be applied to all superstores and further that a Type C thoroughfare become the defining separation factor where increased landscaping requirements would come into play. Ms. Jarrell advised that the Commission did not recommend that an SUP requirement be instituted for all zoning classifications. She spoke to consideration that not requiring an SUP for superstores would encourage them to locate in major thoroughfares and corridors where there is regional access and good visibility and concern that the requirement is a heightened level of regulation. Ms. Jarrell reviewed a map indicating those zoning districts where superstores may be located.

Deputy Mayor Pro Tem Lambert spoke to areas in close proximity to neighborhoods that could be redeveloped and to approving the zoning case with the stipulation that a superstore will not be a use allowed by right in any zoning district, but that it will require SUP approval.

Council Member Dyer spoke to input received from the Economic Development Board and their level of comfort with the SUP process and Council Member Johnson stated the Board’s consensus that most activity by larger stores would be near highways which offer visibility and access.

Mayor Evans opened the Public Hearing. Karen Dubrow, citizen of the City, spoke regarding the level of vacant retail locations in the City and the economics of once valued tax generating commercial property now representing underperforming tax sources such as discount stores. She spoke to a compromise proposed at the January 24 Council meeting wherein the S.H. 121 corridor is excluded from the SUP zoning requirement and to considering that a retailer may use existing properties such as those along Plano Parkway. Ms. Dubrow spoke in favor of the SUP process offering the flexibility to allow development under the Council’s scrutiny to protect the interests of residents.

Ms. Jarrell advised that the recommendation from the Commission includes façade requirements to superstores primarily in terms of building materials/additional landscaping, a covered arcade along at least fifty percent of the store front which would demonstrate that the building could be subdivided in the future if necessary and the requirement for a 30-foot landscaped edge where the property immediately abuts a residential development or is separated by a street not larger than a Type C. She stated that more stringent requirements would apply if they were in place in a zoning district.

Zoning Case 2004-54 (cont'd)

Deputy Mayor Pro Tem Lambert spoke to possibly waiving an SUP requirement in the Commercial Employment area north of Headquarters Drive or Razor Road and City Attorney Wetherbee spoke to the need for uniform regulations within a district. She spoke to the unique nature of this item which was City initiated, the alternatives considered by the Commission and their decision to bring forward two recommendations rather than three and advised that the case would not require a three-quarter vote from the Council for approval.

Council Member Stovall spoke to the recommendations from the Planning and Zoning Commission being a reasonable approach.

Ms. Jarrell responded to Deputy Mayor Pro Tem Lambert that the Wal-Mart location has a 50-foot landscaped edge on Parkwood Boulevard. Mr. Lambert spoke to the limited ability of the Council in the Wal-Mart case to address issues such as which direction the store faces. Council Member Stovall spoke to using the thoroughfare type as a determining factor.

Ms. Wetherbee spoke to an SUP being another form of zoning which layers on the top of existing zoning and allows the Council to determine if a use is appropriate for a location. She spoke to considering qualified criteria and even competing needs but stated that it is not appropriate to consider the "brand." Ms. Jarrell spoke to other cities' regulation of big box stores by "corridor" and stated this would not be her recommendation. She spoke to not treating the zoning districts differently based on their locations. No one else spoke either for or against the request. The Public Hearing was closed.

Deputy Mayor Pro Tem Lambert made a motion to approve the request as recommended by the Planning and Zoning Commission with the additional stipulation: *Superstore use will not be allowed by right in any zoning district. SUP approval will be required for superstore use in the R, LC, CE, CB-1, LI-1, LI-2, RC, and CC districts.* Mayor Pro Tem Stahel seconded the motion, however no vote was taken at this time.

Council Member Dyer spoke to not requiring an SUP in cases where there is no single family zoning within 500, 750 or 1,000 feet of the property. Mayor Evans spoke in support of the recommendation. Deputy Mayor Pro Tem Lambert spoke to excluding the Commercial Employment (CE) district and putting in place residential adjacency requirements within the CE or expanding to include other areas.

Mayor Pro Tem Stahel spoke to bringing issues such as location in the CE district, distance from residential zoning and thoroughfare types into the equation when considering the granting of an SUP and stated support for the motion as stated.

Zoning Case 2004-54 (cont'd)

Director of Planning Jarrell advised if the Council applied a 500-750 distance requirement in Retail zoning districts, superstores would effectively not be allowed. She spoke to discussion of excluding CE and Central Business-1 districts and whether or not their location being separated from residential development by Spring Creek Parkway or Preston Road is appropriate. She advised the Council that a "big box" could be more than one story in height. Deputy Mayor Pro Tem Lambert advised he would be willing to look at coming back with some residential adjacency requirements and Mr. Dyer clarified that the SUP process would be required if a location were within 500-750 feet regardless of the thoroughfare separation and that outside of the distance the process would not apply. The Council discussed the consideration of apartments as residential zoning.

City Attorney Wetherbee requested the Council table the item to allow Staff time to consider adjacency requirements. Ms. Jarrell responded to the Council that the SUP process takes 2½ months if the item is not tabled and that in a case where there is no SUP or zoning change, the item would go before the Planning and Zoning Commission in 24 days and at least 36 in the case of an SUP. Council Member Dyer stated that while he is in support of the SUP process, he would vote against the current motion because it does not include a distance requirement.

A motion was made by Council Member Stovall and seconded by Council Member Magnuson to table the request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use as requested in Zoning Case 2004-54 until the March 16, 2005 Council meeting to allow Staff time to research the appropriateness and legality of a distance requirement for enforcing the SUP process and to bring forward a recommended distance figure. The Council voted 7-1 with Deputy Mayor Pro Tem Lambert voting in opposition. The Council further concurred to leave Deputy Mayor Pro Tem Lambert's motion on the table to be considered unless it is withdrawn at a later time.

Public Hearing and consideration of an appeal of the Planning and Zoning Commission's denial of Zoning Case 2004-52 – Request for a Specific Use Permit (SUP) for an Arcade on 0.1± acre located 400± feet south of Parker Road and 963± feet west of Independence Parkway. Zoned Retail. Neighborhood #44. [Regular Agenda (7)]

Director of Planning Jarrell advised the Council that the applicant is requesting the specific use permit in order to allow an arcade on the site and that a three-quarter vote of the Council would be required to approve the request. She spoke to receipt of a letter in opposition received from a church and parochial school immediately west of the shopping center and advised that although the location is outside the distance requirement, there was concern and the Planning and Zoning Commission denied the request. Development Review Manager Elgin advised the Council that the lease space would be 1,144 square feet.

Zoning Case 2004-52 (cont'd)

Mayor Evans opened the Public Hearing. Joseph Terrell, citizen of the City, stated concern regarding an arcade use associated with a cigarette shop and its attraction to young people, spoke regarding distance requirements and requested the Council honor the request of the community by rejecting the appeal. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Council Member Dyer, the Council voted 8-0 to deny the appeal of the Planning and Zoning Commission's denial of Zoning Case 2004-52 – Request for a Specific Use Permit (SUP) for an Arcade on 0.1± acre located 400± feet south of Parker Road and 963± feet west of Independence Parkway.

Council Discussion and direction regarding order of propositions for the May election. [Regular Agenda (8)]

Following discussion, the Council concurred that the order of propositions on the May 7, 2005 election would be as follows: 1) officers for election; 2) an initiative related to the Arts of Collin County; 3) six bond propositions; 4) two local option propositions; and 5) six charter amendment propositions.

Council Discussion and Action to adopt an ordinance calling a Special Election to be held on May 7, 2005 for the purpose of placing a proposition on the ballot allowing the expenditure of bond funds for a cultural and performing arts facility to be located outside of the City of Plano. [Regular Agenda (9)]

Mayor Evans spoke to a petition that has been presented which would pull the City out of the performing arts center project, to the City being owners of the center and to progress made with regard to building and construction which was directed by the citizens' vote in 1998. She spoke to a \$12 million donation of 118 acres which will be owned by the three cities, solicitation of private funding, the signing of legal papers obligating the City and making it a partner, the hiring of a director and meetings in March to consider final designs. She spoke to the presentation made to signers of the petition and how the petition would bring progress to a halt as efforts are required to educate citizens regarding the facility. Mayor Evans spoke to it forcing the stoppage of money raising activities and diverting energy to defending the City's progress and reeducating the public asking them to vote to save the project. She spoke to this agenda item providing an opportunity to the Council to consider different wording for a proposition.

City Attorney Wetherbee responded to Council Member Magnuson, stating that while the Council has the ability to write the proposition, it should not be done in a manner that would change or alter the intended effect and spoke to the possibility of differing opinions regarding verbiage. She stated that she would provide information to the Council regarding the canceling of contracts should the citizens vote against moving forward, that if this item were approved there would be two propositions on the ballot and the one receiving the most votes would prevail.

Deputy Mayor Pro Tem Lambert stated support for the initiative process, but disagreement with the proposition brought forward. He stated that if the petition is in proper form, the item should be placed on the ballot and stated that he would then work in support of the performing arts center. Mr. Lambert spoke to leaving the wording as presented in the petitions.

Mayor Evans spoke to the City being a joint owner of the property and to misinformation distributed to those signing the petitions. City Attorney Wetherbee requested Council direction on whether or not to contact the petitioners to consider alteration of the petition language. Council Member Callison expressed opposition to contacting the petitioners stating this would be to no avail and Deputy Mayor Pro Tem Lambert and Council Members Stovall concurred to not make contact.

Mayor Evans advised that no action would be taken on a request to adopt an ordinance calling a Special Election to be held on May 7, 2005 for the purpose of placing a proposition on the ballot allowing the expenditure of bond funds for a cultural and performing arts facility to be located outside of the City of Plano.

There being no further discussion, Mayor Evans adjourned the meeting at 10:00 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
FEBRUARY 25, 2005**

COUNCIL MEMBERS

Pat Evans, Mayor
Shep Stahel, Mayor Pro Tem
Ken Lambert, Deputy Mayor Pro Tem
Scott Johnson
Phil Dyer
Sally Magnuson
Steve Stovall
Jean Callison

STAFF

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

Mayor Evans called the meeting to order at 4:35 p.m., Friday, February 25, 2005, in the Council Chambers of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Magnuson.

Discussion and Action on Ordering a Special Election on an Initiative Petition and Proposed Resolution Received from Jack Lagos on February 21, 2005 Calling for a Proposition to be Placed on a Ballot in the Next Election: “Should the Citizens of Plano Ratify the Council’s Intent to Divert Previously Approved Bonds to Finance a Performing Arts Center in Plano to the Arts of Collin County, Inc. for the Purpose of Building a Facility in Allen, TX.”

City Attorney Wetherbee advised the Council regarding submission of an initiative petition to call a special election by the citizens. She stated that the petition meets all qualified signature requirements as verified by the City Secretary, the Council is now obligated to place the petition on the May 7, 2005 ballot, and further stated that it is the Council’s authority to draft the proposition ballot language. Ms. Wetherbee stated that proposition language should be clear and concise, intelligible so voters will know what they are voting on and that it be without prejudice or be a political statement. She spoke to alternative ballot samples for the Council to choose from.

Ms. Wetherbee responded to Deputy Mayor Pro Tem Lambert that the Election Code provides municipal authority to draft ballot language, stated that this authority allows for the acceptance of the language brought forward by the petitioners or revision of the language in order to cover the scope and impact of the proposition. Mayor Evans responded to Mr. Lambert regarding Council decision to not cause voter confusion by placing two propositions on the ballot. Mr. Lambert spoke to having discussed meeting with the petitioners and discussing the proposition, and to disenfranchising the citizens by not using the language of the petition as submitted. Council Member Stovall spoke to the importance of representing 245,000 citizens of the City and making sure the proposition is clear.

Ms. Wetherbee spoke to the ballot language requested by the petitioners and stated that the scope of the agenda tonight is broad enough for the Council to provide their own language. She responded to Mr. Lambert that the ordinance tonight calls the election, and as an attachment to this ordinance the citizen initiative is included as requested for the purpose of calling the election. Mayor Pro Tem Stahel stated that the proposition language identified in the packet contains the language from the citizen's petition.

Arts of Collin County (ACC) Plano Representative Muns spoke to the ACC project not being built on City of Allen land, the primary concept being that the three owner cities of Plano, Frisco, and Allen all jointly own the land with each owning one-third having contributed an equal share of the capital funds. She stated that no property taxes will be paid on the land because it is publicly owned, spoke to the previous understanding between the three cities being to find property close to all three cities and now located at SH 121 and Custer Road. Ms. Muns spoke to a previous property considered being located in a flood area making only one third of the property usable. She stated that the ACC performance hall will be assigned as mutually agreed upon by the local organizations of the three cities to provide equal use for the involved cities, and spoke to revenue sharing and discussions to be held between the three City Managers as to how to mutually share the revenues. Ms. Muns spoke to arts coming to the community, and the focus of the ACC being on family and education, participation and appreciation of the arts, as well as being an economic advantage to all three cities and further spoke to the location being the center site of the population in the county. She spoke to the beautiful park setting and to not having this site turned down as a result of this issue.

Mayor Evans spoke to the ballot language and the importance of the wording "jointly owned" character of the land, and that for accuracy in the description this is important for the voters to know. Ms. Wetherbee responded to Council Member Dyer that she is unaware whether or not the property will be disannexed by the City of Allen and that this should not be included in the ballot. Executive Director Turner stated that moving the land outside the City of Allen and only within the county could present problems regarding providing police and fire services. Deputy Mayor Pro Tem Lambert spoke to not being posted to make changes but to accepting the language as stated.

Ms. Wetherbee responded to Mr. Lambert that the intent of the posting is to order a special election, stated that the Council is in charge of the ballot language and has not renounced their authority to control what is placed on the ballot, and further that the posting covers this.

Mayor Pro Tem Stahel spoke to including more language and to being more clear should there have been time to do so. He stated that this is not the situation and that what they have is the language presented to a number of citizens for a referendum, and unless an extraordinary reason exists to change the language, he is in favor of staying with the language as proposed, and that additional items needing explaining be done during the educational process.

Mayor Evans spoke regarding witnessing what was told to the petition signers, stated they were not provided the language (on the petition) to read, and further that they were misinformed. She spoke to Plano citizens needing a clear explanation of what they are voting for. Council Member Callison spoke to the important language being "jointly owned and operated by the cities of Plano, Frisco, and Allen." She spoke to not taking away from the petitioner's language and adding to it. Ms. Wetherbee stated that this could be done so long as what the resolution proposed is accurately represented.

Council Member Stovall spoke to the petitioner's original language raising the question as to whether two elections might be required, removing this confusion, stated that only one election is intended, and spoke to including clarifying language. He concurred with language to include the three cities and stated that revenue will be generated to address the expense of the facility. Mayor Evans spoke to the language "should" implying another election might occur. Ms. Wetherbee spoke to deleting the verbiage "should" and beginning with "The Citizens of Plano." The Council discussed using language pertaining to land and facility ownership. Mr. Turner responded to Mr. Lambert that the facility can be owned by the three cities jointly as undivided shares. He stated that the ACC is a corporation owned by the three cities.

A motion was made by Council Member Johnson and seconded by Council Member Callison to accept the petitioner's resolution, and identify ballot language to remove the verbiage "should," at the beginning and include the verbiage "that will be jointly owned and operated by the Cities of Plano, Allen, and Frisco" at the end. The Council voted 6-1 to adopt an ordinance of the City of Plano, Texas ordering a special election to be held in conjunction with the general election in and throughout the City of Plano, Texas on Saturday, May 7, 2005 for the purpose of submitting an initiative to the electorate stating *The Citizens of Plano ratify the City Council's intent to divert previously approved bonds to finance a Performing Arts Center in Plano to the Arts of Collin County, Inc. for the purpose of building a facility in Allen, Texas that will be jointly owned and operated by the Cities of Plano, Allen, and Frisco.*

and designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date; and further adopting Ordinance No. 2005-2-29 as amended. Deputy Mayor Pro Tem Lambert voted in opposition. The motion carried.

Nothing further was discussed. Mayor Evans adjourned the meeting at 5:04 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
MARCH 2, 2005**

COUNCIL MEMBERS

Pat Evans, Mayor
Shep Stahel, Mayor Pro Tem
Ken Lambert, Deputy Mayor Pro Tem
Scott Johnson
Phil Dyer
Sally Magnuson
Steve Stovall
Jean Callison

STAFF

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

Mayor Pro Tem Stahel called the meeting to order at 5:00 p.m., Wednesday, March 2, 2005, in Training Room A of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans. Council Member Callison arrived at 5:03 p.m. Mayor Pro Tem Stahel then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 for which a certified agenda is not required.

Mayor Pro Tem Stahel reconvened the meeting back into open session at 5:45 p.m. in the Council Chambers for which the following matter was discussed:

Council Discussion and Action on Ethics Complaint

City Attorney Wetherbee advised that the first claim against Mayor Evans relates to the Council's decision regarding the approval of the Wal-Mart Preliminary Site Plan and a prior project that occurred approximately four years ago known as the Barry Project. She stated that the complaint states that conduct and knowledge of the Barry Project indicates that Mayor Evans deliberately/intentionally tried to thwart the City's ordinance, that her failure to require the Wal-Mart Project abide by the Tollway Guidelines evidenced favorable treatment given to Wal-Mart and not to others, and also that Mayor Evans allowing the Wal-Mart representative to trivialize the Tollway Guidelines was conduct prejudicial to the City.

Ms. Wetherbee stated that her findings are that with regard to the Mayor's knowledge of the Tollway Guidelines in 2000, only the Mayor can say what she herself actually knew. She stated that the Barry Project alluded to was a project that was initiated in 2000 by B. T. Venture and Barry Real Estate Properties involving a multi-story office and parking garage that covered the same site and additional property where the WalMart development is proposed. She stated that during the development process the Planning Department Staff realized that the multi-story parking garage was in violation of the Regional District zoning regulations for which a waiver is not permitted, and further stated that the developer sought a variance with the Board of Adjustment to allow a higher height for the garage than zoning regulations allow which was denied. Ms. Wetherbee stated that from then on the developer made site modifications to comply with tollway regulations.

Ms. Wetherbee stated that there was a secondary issue with the office building regarding residential adjacency separation from the property to which corrections were also made. She stated that the property never did develop and the project was abandoned and that no records indicate this project went before the Council. Ms. Wetherbee advised that she found no correlation in the Ethics Code regarding knowledge by the Mayor as to what the Tollway Guidelines were relative to this project. She stated that additional findings are that prior to the Preliminary Site Plan appeal she as the City Attorney provided legal advice to the Council in executive session regarding the legal limitations for modifying the preliminary site plan based upon the Tollway Guidelines and or the Traffic Impact Study. Ms. Wetherbee stated that the Council, including the Mayor, was given legal advice regarding the limits that they had in this process. She further stated that the language of the Tollway Guidelines are guidelines only and not exclusive and further that developers can submit alternatives. Ms. Wetherbee spoke to the misunderstanding about the effect of the Tollway Guidelines and whether they had to be applied in this particular situation. She spoke to an official deliberately thwarting and trying to prevent the enforcement of an ordinance requires that the official know that the ordinance has certain mandatory affects and that they must be followed and further stated that this is not the case in this particular situation. She stated that it is her conclusion that Mayor Evans did not in any way try to thwart the regulations with the matter of the Tollway Guidelines.

Ms. Wetherbee spoke to the claim of special treatment being given WalMart because they did not comply with the Tollway Guidelines as understood by the complainant. She spoke to special treatment as being something that an applicant received and was not entitled to receive, or excused from conduct, that there is no evidence that failure to ask a developer to follow guidelines meets the threshold to establish any favoritism or special treatment. Ms. Wetherbee stated that lastly is the claim that the Mayor allowed the WalMart consultant to trivialize the Tollway Guidelines based on the consultants presentation to the Council.

Ms. Wetherbee stated that it is the role of the Council to hear from the applicant and not restrict their substantive comments on their position or to censor the applicant and that doing so would not be giving the applicant their full due process. She stated that regarding the claim that the Mayor failed to censor the applicant has no correlation or aspect violating the code of conduct.

Ms. Wetherbee spoke to the second claim which refers to the January 24, 2005 Council meeting which included consideration of superstore applications. She stated that these regulations are still under consideration by the Council. Ms. Wetherbee stated that at this meeting the Mayor gave a public promise to WalMart that the regulations would not apply to WalMart and that this then gave a special privilege or exemption to WalMart not afforded to other persons or citizens. She stated that she reviewed the minutes for the meeting as well as the video tape, and that an excerpt of the meeting was reviewed during executive session. Ms. Wetherbee stated that at this meeting (January 24) Mayor Pro Tem Stahel made the statement that he wanted to clarify that the item (being tabled) would not apply to any project that was pending which would include WalMart, at which point other Council Members "chimed in" with this same understanding that it does not apply to other projects in process. She stated these summarizing comments were made by other Council Members along with the Mayor, and that this was presented as a "wrap-up" of the Council's understanding. Ms. Wetherbee stated that WalMart already had their rights vested with the project and that the Council had no authority to make regulations apply to WalMart, other than they would become a non-conforming use if and when they were adopted. She further stated that these comments by the Council were no more effective than what WalMart or any other pending project would have enjoyed as a right. Ms. Wetherbee clarified that WalMart's rights are not permanent, the statutes and ordinances give a two-year projection as the projects, plats or site plans stay active, and further that they do expire at a certain point which would require a new application under superstores. She stated that no accord was found by the complaint that the Mayor gave a special promise because the rights had already been vested in WalMart.

Ms. Wetherbee stated that based on this information, she did not find that the complaints made were substantiated by the information she contained or did they meet a threshold showing. She stated that this is contained in a report and is available to the public.

A motion was made by Council Member Stovall and seconded by Council Member Magnuson to reject the complaint determining that it is without merit or fact. Mr. Stovall recommended that the report be released to the public. Mayor Pro Tem Stahel stated that the Council has two choices which is to either reject the complaint or invoke an investigation by one of several independent attorneys previously appointed by the Council. He asked for any comment or discussion to which there was none. The Council voted 7-0. The motion carried. Mr. Stahel stated that the complaint is rejected.

Nothing further was discussed. Mayor Pro Tem Stahel adjourned the meeting at 5:59 p.m.

Shep Stahel, **MAYOR PRO TEM**

ATTEST:

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	03/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	3/4/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/9/05
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5449	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Parker Road Estates Sanitary Sewer (Bid No.B061-05).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		41,003	588,997	0
Encumbered/Expended Amount		-41,003	-20,667	0
This Item		0	-500,523	0
BALANCE		0	67,807	0
FUND(s): SEWER CIP				
COMMENTS: Funds are included in the 2004-05 Sewer Community Investment Program. This item in the amount of \$500,523 will leave a current year balance of \$67,807 for the Parker Road Estates Sanitary Sewer project. STRATEGIC PLAN GOAL: Reconstruction of sanitary sewer relates to the City's Goal of Livable Neighborhoods and Urban Centers.				
SUMMARY OF ITEM				
Staff recommends the rejection of the bid of RKM Utility Services, Inc. as unresponsive for not meeting the minimum number of years of experience and the minimum amount of work in the specific item of pipe bursting as required in the trenchless specifications of the bid document, within the time limit after bid opening as stated. Staff recommends the award of the bid of Patco Utilities, Inc., in the amount of \$500,523.00 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. The second vendor being recommended is Barson Utilities, Inc. in the amount of \$846,612.90. Engineers' estimate was \$528,306.50. The project consists of reconstruction of 2,600 feet of sanitary sewer by pipe bursting, 1,200 feet of sanitary sewer by open cut, and the reconstruction of the alley in the rear of Ports O'Call Drive from Las Palmas Lane to Brisbane Lane in the Ports O'Call Subdivision.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

b-1

**CITY OF PLANO
BID TABULATION
B61-05**

**Parker Road Estates Sanitary Sewer Project No. 5449
January 27, 2005 @ 3:00 PM**

CONTRACTOR	TOTAL BASE BID
RKM Utility Services, Inc.	\$383,652.50*
Patco Utilities, Inc.	\$500,523.00
Barson Utilities	\$846,612.90

* RKM Bid is unresponsive due to failure to provide documentation compliant with project specifications.

b-2

CUSTER RD

Legend

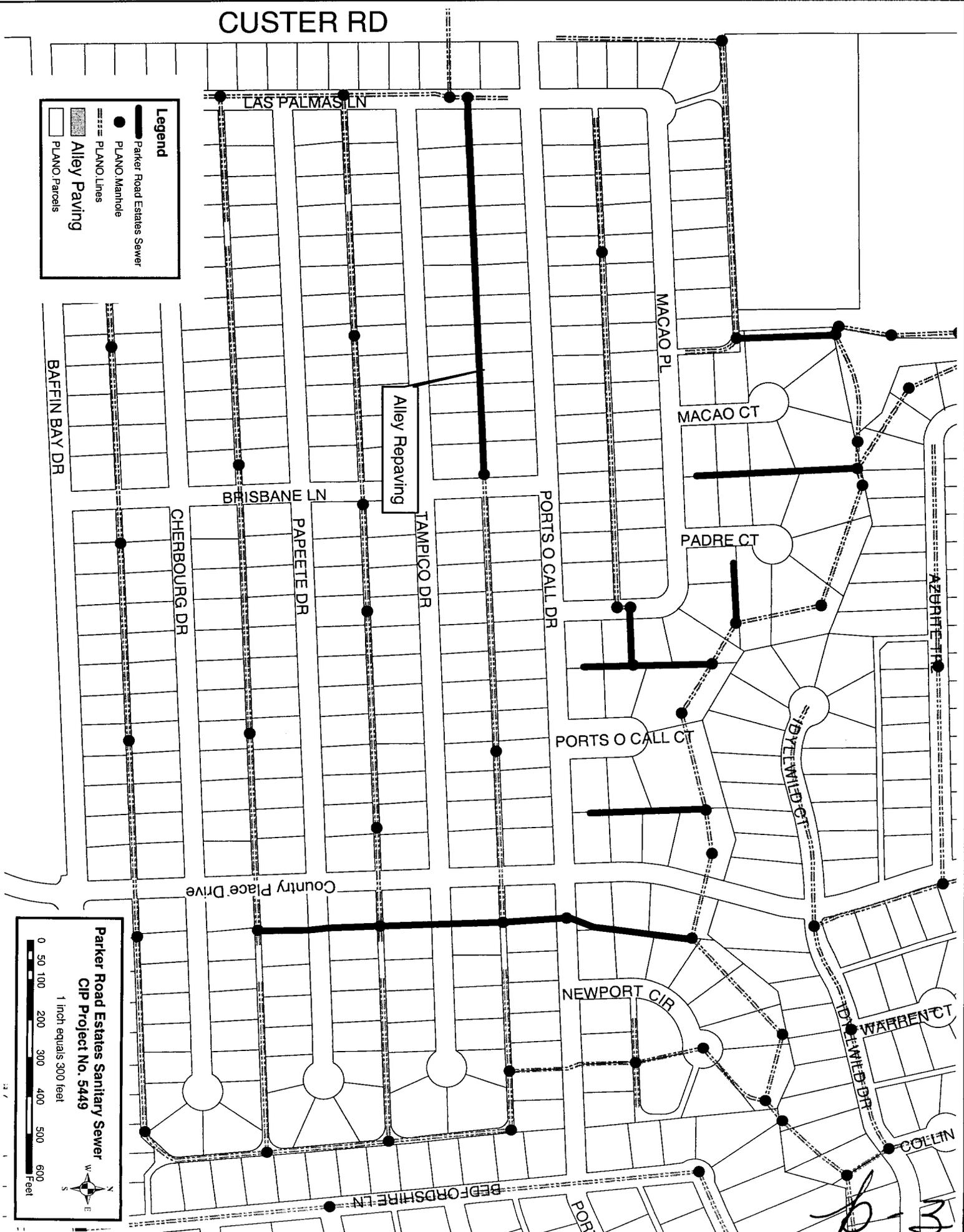
- Parker Road Estates Sewer
- PLANO Manhole
- PLANO Lines
- ▭ Alley Paving
- ▭ PLANO Parcels

Alley Repaving

Parker Road Estates Sanitary Sewer
CIP Project No. 5449

1 inch equals 300 feet

0 50 100 200 300 400 500 600 Feet





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: 3/16/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	<i>[Signature]</i> G DW	Executive Director	<i>[Signature]</i> 3-4-05	
Dept Signature:			City Manager	<i>[Signature]</i> 3/17/05	
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bids/Proposals and Conditional Acceptance of the Lowest Responsible Bid/Proposal for Environmental Discovery Garden Kiosk (Project No. 5439) (Bid No. B079-05).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	28,798	0	28,798
Encumbered/Expended Amount		0	0	0	0
This Item		0	-27,600	0	-27,600
BALANCE		0	1,198	0	1,198
FUND(S): COMPOST INFORMATION AND EDUCATION KIOSK GRANT (754)					
COMMENTS: Funding for this item will be provided by a grant from the North Central Texas Council of Governments (NCTCOG).					
STRATEGIC PLAN GOAL: Obtaining an Environmental Discovery Garden Kiosk relates to the City's Goal of "Service Excellence."					
SUMMARY OF ITEM					
Staff recommends that the bid of JDC Construction in the amount of \$27,600 which includes the base bid of \$27,500 and alternate one in the amount of \$100, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This project is being funded by a grant from the North Central Texas Council of Governments in the amount of \$28,798.					
This project is for installing an information kiosk at the Environmental Discovery Garden including grading, excavation, drainage, concrete foundation, and kiosk installation. Alternate number one is to paint the fascia on the existing pavilion. The kiosk will orient the public to features and purposes of the Environmental Discovery Center and highlight educational programs on composting, recycling, water quality and water-wise gardening principles developed by Environmental Waste Services staff.					
In the event the low bidder cannot execute contract documents, staff recommends that the project be rebid.					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

JDC Construction has successfully completed projects for the City of Plano in the past.

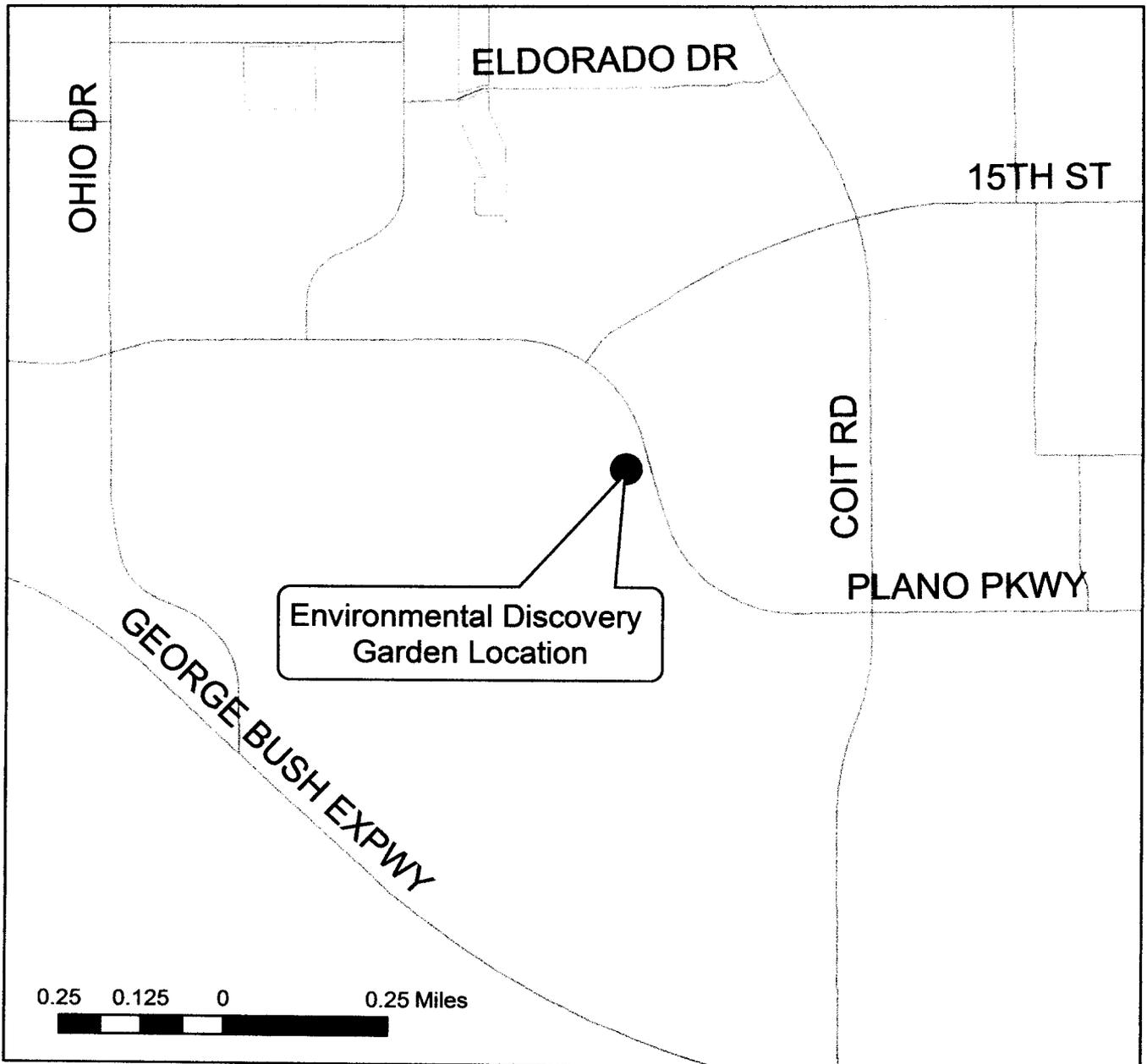
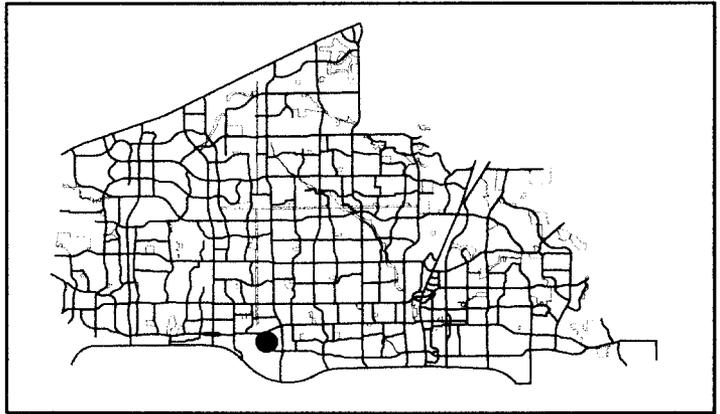
List of Supporting Documents:
Location Map
Bid Tabulation

Other Departments, Boards, Commissions or Agencies

C-2

Location Map

 Park Planning Division
City of Plano, Texas



**CITY OF PLANO
 BID TABULATION
 B079-05**

ENVIRONMENTAL DISCOVERY GARDEN INFORMATION KIOSK

Project No. 5582

Monday, February 21, 2005 @ 4:00 PM

CONTRACTOR	BID BOND	TOTAL BASE	Add Alt. No. A1	Base Bid + Add Alt. No. 1
JDC Construction	Yes	\$27,500.00	\$100.00	\$27,600.00
Cole Construction, Inc.	Yes	\$39,437.00	\$1,000.00	\$40,437.00

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

Sharron Mason

February 22, 2005

Sharron Mason, Buyer

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS

C-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>PA</i> 3-04-05
Dept Signature:	<i>Don Wendell</i>			City Manager	<i>[Signature]</i> 3/17/05
Agenda Coordinator (include phone #):		Linda Benoit (7255)			

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

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance of lowest responsible bid for the Oak Point Park and Nature Preserve Phase 2 Amphitheater Entertainment Roof System (Bid #B055-05)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	251,720	5,045,280	5,000,000	10,297,000
Encumbered/Expended Amount	-251,720	-2,417,595	0	-2,669,315
This Item	0	-312,403	0	-312,403
BALANCE	0	2,315,282	5,000,000	7,315,282

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

COMMENTS: Funds are included in the 2004-05 Park Improvement CIP. This item, in the amount of \$312,403 will leave a current year balance of \$2,315,282 for the Oak Point Park Development project.

STRATEGIC PLAN GOAL: The Amphitheater Entertainment Roof relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

Staff recommends that the bid received from Quickbeam Systems, Inc. in the amount of \$312,402.59 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid is for the construction of an aluminum truss and canopy stage structure designed to be raised and lowered for the installation of lights, sound, and other stage equipment.

Three bids were received for the project. The non-responsive bid of Dallas Backup, Inc. did not include a bid bond. In addition, they proposed an alternative system but could not provide details and specifications for the system to be considered as an equal to the product that was specified. The non-responsive second low bid of Production Rigging Resources, Inc. also did not include a bid bond. Their bid was in the amount of \$309,500.

The bid of \$312,402.59 is above the project budget of \$300,000, but staff believes rebidding would not achieve significant savings.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

References of Quickbeam Systems, Inc. report good results and timely delivery of completed projects in the entertainment business across the southwest.

In the event the low bidder cannot execute contract documents, staff recommends that the project be rebid.

<p>List of Supporting Documents: Bid Tabulation Location Map Structure Picture</p>	<p>Other Departments, Boards, Commissions or Agencies</p>
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d-2

**CITY OF PLANO
BID TABULATION
B055-05**

**Oak Point Park & Nature Preserve Phase 2, Amphitheater
Entertainment Roof System
January 20, 2005 @ 3:00 p.m.**

CONTRACTOR	BID BOND	TOTAL BID
Quickbeam System, Inc.	Yes	\$312,402.59

Non-Responsive

(Due to non-submittal of Bid Bond as required in Bid Packet.)

Dallas Backup, Inc.
Production Rigging Resources, Inc.

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

Sharron Mason

January 20, 2005

Sharron Mason, Buyer

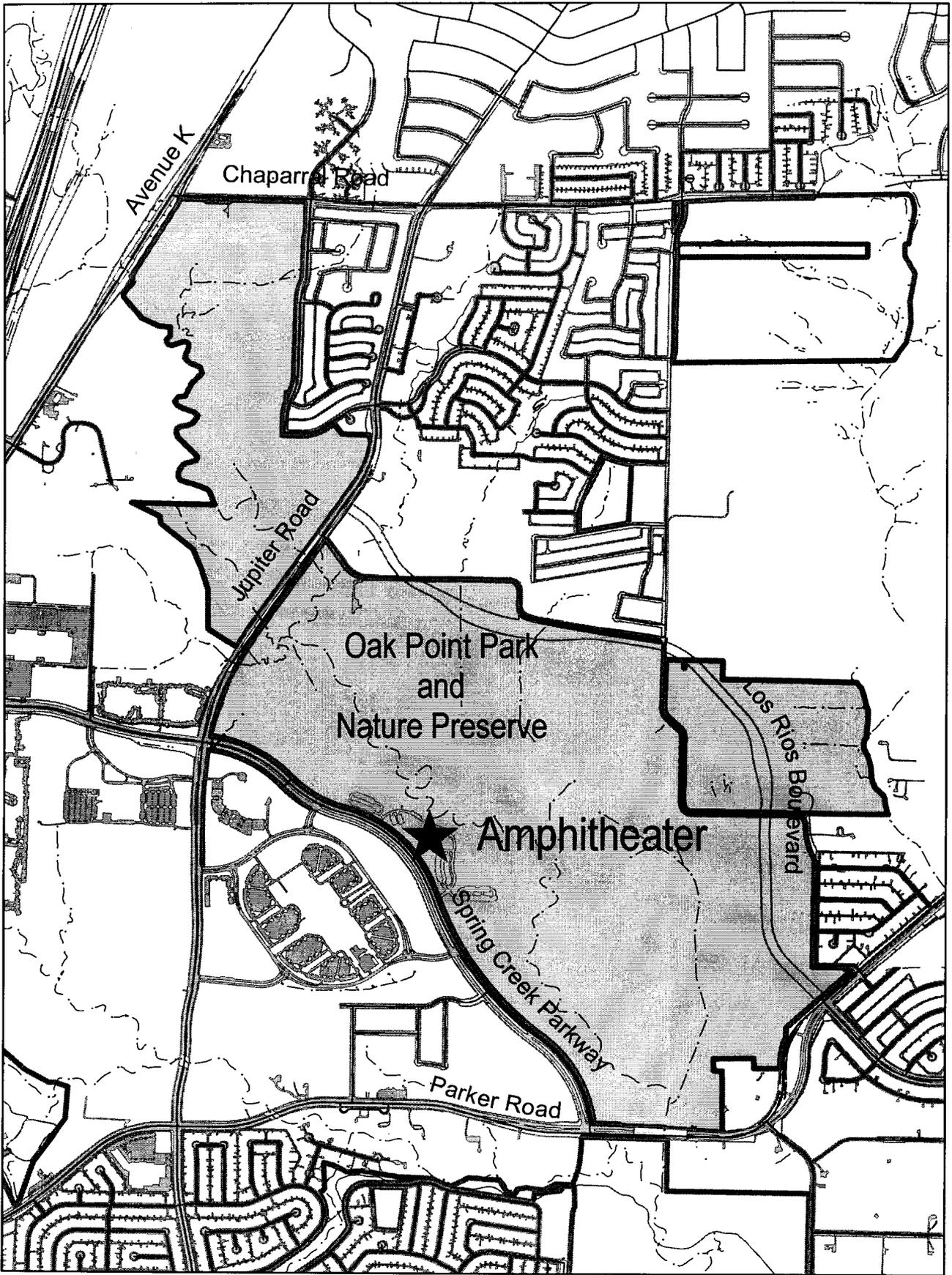
Date

“BID TABULATION STATEMENT”

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

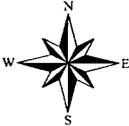
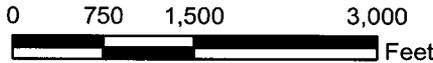
PURCHASING DIVISION
CITY OF PLANO TEXAS

d-3



Oak Point Park & Nature Preserve Amphitheater

Parks & Recreation Department - Park Planning



d-4



d-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:	3/16/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration / Mike Rapplean		Initials	Date	
Department Head	Jimmy Foster		Executive Director	<i>DA</i>	<i>03-04-05</i>
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>3/7/05</i>
Agenda Coordinator (include phone #): Margie Stephens (X4104)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, Rejection of Bids/Proposals, Conditional Acceptance of the lowest responsible Bids/ Proposals, of the Primary Vendor and an Alternate Vendor for the 2004-2005 Arterial Concrete Replacement Project, Coit Road from 15th Street to McDermott Drive, Project No 5581, within the City of Plano. (Bid No. B 080-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		847,702	2,918,298	1,800,000	5,566,000
Encumbered/Expended Amount		-847,702	-1,804,061	0	-2,651,763
This Item		0	-925,500	0	-925,500
BALANCE		0	188,737	1,800,000	1,988,737
FUND(S): CAPITAL RESERVE					
COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This item, in the amount of \$925,500, will leave a current year balance of \$188,737 for the Arterial Concrete Repair project.					
STRATEGIC PLAN GOAL: Arterial Concrete Repair relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends the bid of McMahon Contracting, L.P. in the amount of \$925,500.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
The secondary vendor being recommended is V.A. Construction in the amount of \$1,017,495.00.					
This project will involve the repair of street paving along Coit Road between 15th Street and McDermott Drive.					
Engineer's Estimate for the contract was \$1,000,000.00.					
List of Supporting Documents: Bid Tabulation Location Map			Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO
BID TABULATION
B080-05
2004-2005 ARTERIAL CONCRETE REPLACEMENT PROJECT COIT
ROAD TO MCDERMOTT ROAD
Project No. 5581
THURSDAY, MARCH 3, 2005 @ 3:30 PM

CONTRACTOR	BID BOND	TOTAL BID
McMahon Contracting, LP	Yes	\$ 925,500.00
VA Construction, Inc.	Yes	\$1,017,495.00
Northstar Construction, Inc.	Yes	\$1,048,970.00
Jim Bowman Construction Co., L.P.	Yes	\$1,072,285.00
Jerusalem Corp.	Yes	\$1,244,200.00

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

Sharron Mason

March 4, 2005

Sharron Mason, Buyer

Date

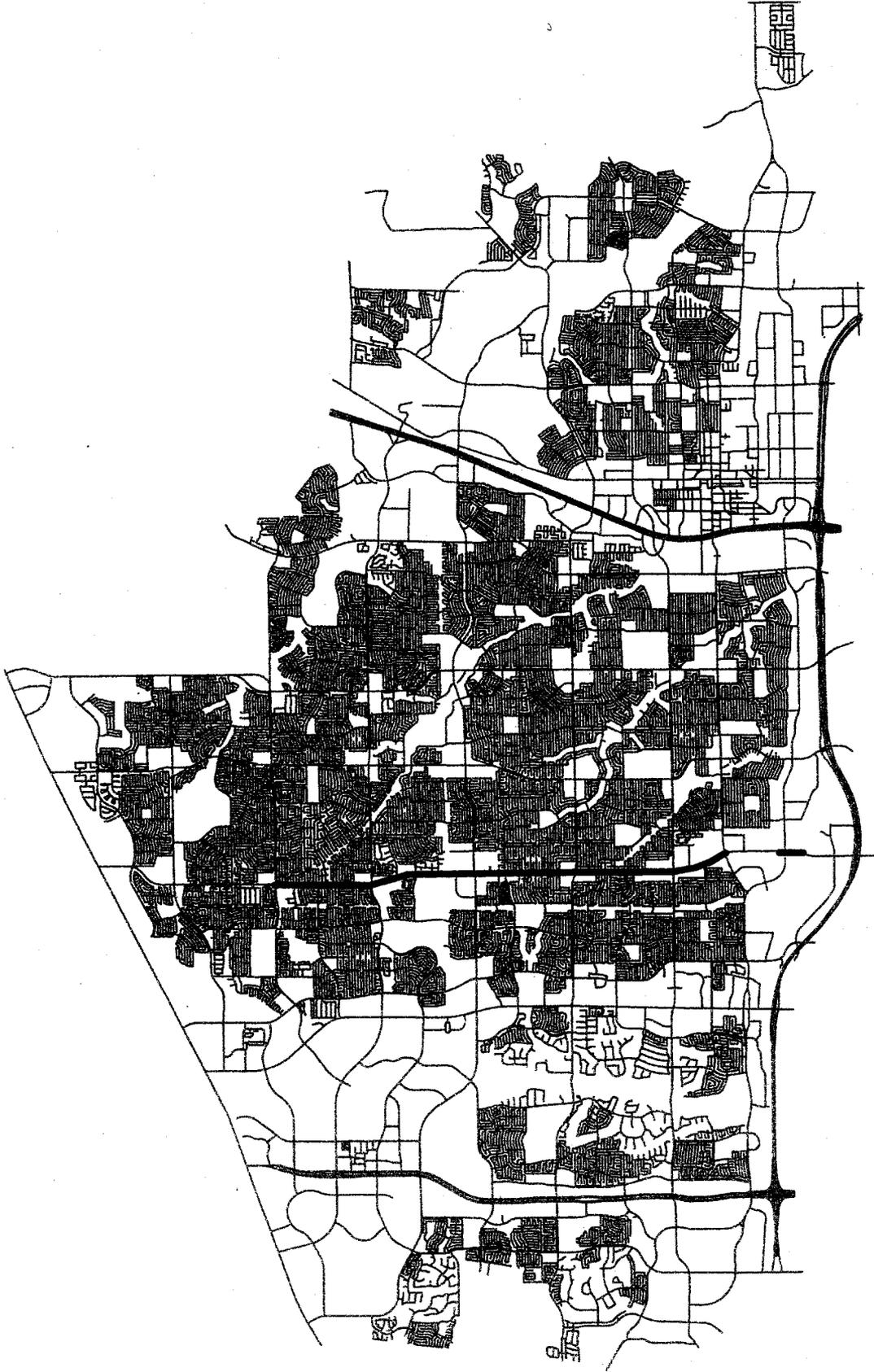
“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

e-2

2004-2005 ARTERIAL CONCRETE REPLACEMENT PROJECT
COIT RD, BETWEEN 15TH ST AND McDERMOTT DR.





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	3/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>W.H.</i>	<i>3/3/05</i>	
Agenda Coordinator (include phone #):		Glenna Hayes x 7074			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal and Conditional Acceptance of the Lowest Responsible Bid/Proposal for the purchase of Protective Clothing for Pre-2004 SHSP Grant and 2004 SHSP Grant in a total amount not to exceed \$102,025.00 (G1076-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	102025.00	0	102025.00
Encumbered/Expended Amount		0	0	0	0
This Item		0	-102025.00	0	-102025.00
BALANCE		0	0	0	0
FUND(S): GRANT FUNDS: PRE-2004 SHSP GRANT (576) AND 2004 SHSP GRANT (577)					
Comments: This item approves the purchase of Chemical/Biological Protective Clothing. Expenditures will be made from two Homeland Security Grants within the approved grant awards. The estimated amount if \$102,025.					
STRAGIC PLAN GOAL: Protective clothing relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Dantack Corporation be accepted as the lowest responsive/responsible bid meeting specifications, for purchase of Chemical/Biological Protective Clothing in the amount of \$77,025 from the Pre-2004 SHSP Grant, and \$25,000 from the 2004 SHSP Grant, for a total expenditure not to exceed \$102,025.00. (G1076-05)					
List of Supporting Documents: bid tabulation; memo		Other Departments, Boards, Commissions or Agencies			

CITY OF PLANO

BID NO. GI076-05
DuPont "Tychem" Chemical/Biological Protective Clothing

BID RECAP

Bid opening Date/Time: February 23, 2005 @ 3:30 pm

Number of Vendors Notified: 372

Vendors Submitting "NO BIDS": 9

Vendors Non-Responsive to Specification: None

Responsive Bidders:

See attached spread sheet:

DANTACK CORPORATION
ABATIX CORPORATION
GLOBAL PROTECTION LLC
BENCHMARK INDUSTRIAL SUPPLY LLC
NAFCO
FISHER SAFETY
QUESTAR INC.
CASCO INDUSTRIES
FERNO WASHINGTON INC.

Glenna Hayes

Glenna Hayes, Buyer

March 2, 2005

Date

f-2

GI076-05

DUPONT "TYCHEM" BIOLOGICAL PROTECTIVE CLOTHING

ITEM	SIZE	ABATIX CORPORATION	GLOBAL PROTECTION LLC	BENCHMARK INDUSTRIAL SUPPLY LLC	NAFECO	FISHER SAFETY	QUESTAR INC.	APEX PINNACLE	DANTACK CORPORATION	HAGEMeyer NORTH AMERICA	CASCO INDUSTRIE S	FERNO WASHINGTON ON INC.
C3010T CPFS SHOULDER LENGTH HOOD	S-XL	\$116.45	\$121.61	\$122.00	\$124.23	\$138.84	\$136.52	\$156.00	\$114.83	\$120.00	\$128.00	\$139.60
	XXL	\$123.43	\$128.91	\$130.00	\$131.68	\$147.18	\$144.55	\$165.00	\$121.43	\$126.00	\$137.00	\$147.98
	FRGT	\$0.00	\$0.00	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	250.00 TOTA	\$0.00
TK601T TK SUIT	X-SL	\$1,290.16	\$1,347.50	\$1,350.00	\$1,376.54	\$1,465.19	\$1,507.40	\$1,562.00	\$1,258.17	\$1,320.00	\$1,399.00	\$1,546.88
	XXL	\$1,367.57	\$1,428.36	\$1,430.00	\$1,459.14	\$1,553.10	\$1,597.25	\$1,656.00	\$1,333.13	\$1,397.00	\$1,479.00	\$1,639.69
	FRGT	\$0.00	\$0.00	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	200.00 TOTA	\$0.00
Totals:		\$45,766.89	\$48,841.87	\$51,030.00	\$49,893.48	\$54,939.17	\$54,762.64	\$60,758.00	\$45,937.10	\$47,996.00	\$51,715.00	\$56,067.56

f-3

Plano Fire Rescue
MEMORANDUM

DATE: March 1, 2005
TO: Diane Palmer, Purchasing Manager
Glenna Hayes, Buyer
FROM: Kirk Owen, Division Chief *KO*
SUBJECT: Recommendation for Award of Contract – Bid GI076-05
Chemical / Biological Protective Clothing

I have reviewed the bid summary information provided by Purchasing, and discussed the information with Ms. Hayes. The Fire Department concurs that Dantack Corporation is the low bidder on each item. In addition, Dantack did not take any exceptions to the bid specifications.

Therefore, the Fire Department recommends that Dantack Corporation be awarded the order for the items of chemical/biological protective clothing addressed by this bid. Please let me know if you have any questions or need any additional information. Thank you for your assistance with this project.

C: William Peterson, Fire Chief
Jeff Wise, Lieutenant, Police Department
C.J. Howard, Assistant Emergency Management Coordinator
Frank Snidow, Budget Analyst, Fire Department

J-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	3/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>APW 3/16/05</i>		
Agenda Coordinator (include phone #): Lauren Roberts Ext. 7248					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal to establish an annual fixed price contract for Traffic Signal Pre-Emption Equipment in the estimated annual amount of \$101,200 (C073-05).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	04/05, 05/06, 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): WAREHOUSE					
COMMENTS: This item approves price quotes for a one year contract with two optional renewals. Expenditures will be made in the Warehouse Department within the approved budget appropriations. The estimated annual amount is \$101,200.					
STRATEGIC PLAN GOAL: Traffic Signal Pre-Emption Equipment relates to the City's Goal of Safe and Efficient Travel.					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Staff recommends bids of ACM Highway Products in the estimated annual amount of \$44,475 (Items: 1, 3 and 5) and Consolidated Traffic Controls, Inc. in the estimated annual amount of \$56,725 (Items: 2, 4 and 6) be accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with two optional one-year renewals in the total estimated annual amount of \$101,200. The contract will be for the purchase of Traffic Signal Pre-Emption Equipment.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

CITY OF PLANO
BID NO. C073-05
TRAFFIC SIGNAL PRE-EMPTION EQUIPMENT

BID RECAP

Bid opening Date/Time: 2/14/05 @ 3:30 PM
Number of Vendors Notified: 394
Number of Vendor No Bids: 13
Bidders Non-Responsive to Specifications: 0

<u>Responsive Bidders:</u>	<u>Items 1, 3 and 5</u>	<u>Items: 2, 4 and 6</u>
ACM Highway Products	\$44,475	No bid
Consolidated Traffic Controls, Inc.	\$9,750*	\$56,725
Naztec, Inc.	\$63,875	No bid
BIKO, Inc.	\$75,570	\$67,925

*Vendor did not bid on all items

Total Amount Awarded: \$101,200

Lauren Roberts

2/23/05

Lauren Roberts, Buyer

Date

g-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 C.S.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/05		Reviewed by Legal <i>JA</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director		
Dept Signature:	<i>LaShon Ross</i>	City Manager	<i>JM</i>	<i>3/3/05</i>
Agenda Coordinator (include phone #): Daryll McCarthy x5216				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval of a bid for Municipal center – Bldg #71 – from The Whitlock Group to furnish audio visual equipment in Training Room A and Building Inspections Training Room. Bid #B049-05				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 04-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	405,954	115,046	240,000	761,000
Encumbered/Expended Amount	-405,954	-125,477	0	-531,431
This Item	0	-44,000	0	-44,000
BALANCE	0	-54,831	240,000	185,169
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This item, in the amount of \$44,000 will exceed the current year balance by \$54,831 for the Municipal Facilities – Bldg #71 project. The overage will be funded through savings and reallocation of other capital reserve projects. STRATEGIC PLAN GOAL: This project relates to the City's Goal of "Service Excellence."				
SUMMARY OF ITEM				
Approval of Best Value bid from The Whitlock Group to furnish audio visual equipment in Training Room A and Building Inspections Training Room.				
List of Supporting Documents: Bid matrix and Recommendation Letter		Other Departments, Boards, Commissions or Agencies		

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Request for Proposal #B049-05						
Matrix for Audio Visual System for Training Room A and Building Inspections Training Room						
Vendor	Meets Needs of City 40%	Price*** 30%	Warranty 20%	Client and Work History 10%	Score	Comments
Accent Audio/Video, Inc.	16.0	21.6	18.0	9.0	64.6	
Audio Visual Innovations	16.0	14.7	18.0	9.0	57.7	
CCS Presentation Systems	14.0	27.0	19.0	9.0	69.0	
Digital Southwest	18.0	17.1	15.0	9.0	59.1	
ECI Video	10.0	30.0	18.0	5.0	63.0	
Schoolhouse Audio-Visual	10.0	20.4	18.0	10.0	58.4	
SPL Integrated Solutions	17.0	19.8	18.0	9.0	63.8	
The Whitlock Group	20.0	21.9	20.0	9.0	70.9	
QC TV Corp.	11.0	27.3	18.0	6.0	62.3	
***Price scoring provided by Purchasing Department.						

MEMO

To: PURCHASING DEPARTMENT
FROM: DARYLL MCCARTHY
DATE: 3/1/2005
RE: AV RFP #B049-05

It is the recommendation of the Professional Development Center to award AV RFP #B049-05 to The Whitlock Group. The Whitlock Group appears capable of meeting the requirements of the aforementioned RFP for Audio Visual System.

Please review and begin the necessary steps for presentation to Council. Also attached, is the required **Financial Worksheet** along with a **Work Performance Matrix**. Should you need additional information, please let me know.

Attachments

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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:	March 16, 2005	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>	<i>3-4-05</i>
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>SM</i>	<i>3/4/05</i>
Agenda Coordinator (include phone #): Mary Ann Dunnivant (Ext. 4208)				
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 RECEIPT OF TWO GIFTS IN EQUAL AMOUNTS OF \$26,000 EACH FROM FRIENDS OF THE PLANO PUBLIC LIBRARY AND PLANO PUBLIC LIBRARY FOUNDATION (FOR A TOTAL GIFT AMOUNT OF \$52,000) FOR THE CREATION OF A CHILDREN'S MURAL FOR THE GENERAL BENEFIT AND ENHANCEMENT OF L.E.R. SCHIMELPFENIG LIBRARY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO RECEIVE THESE GIFTS; 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:	04-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
		0	0	0
		0	52,000	0
		0	52,000	0
FUND(S): PLANO PUBLIC LIBRARY MEMORIAL FUND				
COMMENTS: This request is made for approval of receipt of gifts for the Plano Public Library System in the amounts of \$26,000 from Friends of the Plano Public Library and \$26,000 from the Plano Public Library Foundation, for a total of \$52,000. The donated funds will be used for the creation of a children's mural for the general benefit and enhancement of Schimelpfenig Library.				
SUMMARY OF ITEM				
This request is made for approval of receipt of gifts in the equal amounts of \$26,000 made to the Plano Public Library System from Friends of the Plano Public Library and Plano Public Library Foundation (for a total gift amount of \$52,000) for the creation of a children's mural for the general benefit and enhancement of L. E. R. Schimelpfenig Library.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING RECEIPT OF TWO GIFTS IN EQUAL AMOUNTS OF \$26,000 EACH FROM FRIENDS OF THE PLANO PUBLIC LIBRARY AND PLANO PUBLIC LIBRARY FOUNDATION (FOR A TOTAL GIFT AMOUNT OF \$52,000) FOR THE CREATION OF A CHILDREN'S MURAL FOR THE GENERAL BENEFIT AND ENHANCEMENT OF L.E.R. SCHIMELPFENIG LIBRARY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO RECEIVE THESE GIFTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano Public Library System, has received gifts in equal amount of \$26,000 each from Friends of the Plano Public Library and Plano Public Library Foundation (for a total gift amount of \$52,000) for the creation of a children's mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library; and

WHEREAS, the City Council of the City of Plano, Texas, finds that the public's best interest is served by authorizing receipt of the monies from Friends of the Plano Public Library and Plano Public Library Foundation for the creation of a children's mural for general benefit and enhancement of L.E.R. Schimelpfenig Library; and

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The Plano Public Library System, has approval to accept the gifts in equal amount of \$26,000 each from Friends of the Plano Public Library and Plano Public Library Foundation (for a total gift amount of \$52,000) for the creation of a children's mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library. The City Manager or his designee shall execute all necessary documents for receipt of these gifts.

Section II. The monies from these gifts shall fund the creation of a children's mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library.

RESOLUTION NO. _____

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

Duly passed and approved this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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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:	March 16, 2005	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>JB</i>	<i>3-4-05</i>
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>MA</i>	<i>3/4/05</i>
Agenda Coordinator (include phone #): Mary Ann Dunnivant (Ext. 4208)				
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 A CONTRACT IN THE AMOUNT OF \$52,000 BETWEEN THE CITY OF PLANO – PLANO PUBLIC LIBRARY SYSTEM AND GARY RIGGS INTERIORS FOR THE CREATION OF A CHILDREN'S MURAL FOR THE GENERAL BENEFIT AND ENHANCEMENT OF L.E.R. SCHIMELPFENIG LIBRARY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	04-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	52,000	0
		0	0	0
		0	-52,000	0
		0	0	0
FUND(S): PLANO PUBLIC LIBRARY MEMORIAL FUND				
COMMENTS: This request is made for approval of a contract in the amount of \$52,000 between the City of Plano - Plano Public Library System and Gary Riggs Interiors for creation of a mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library. Funds for this project were gifted as follows: \$26,000 from Friends of the Plano Public Library System and \$26,000 from Plano Public Library Foundation. Approval of this item is contingent upon passage of companion agenda item requesting receipt of donation money.				
STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence."				
SUMMARY OF ITEM				
This request is made for approval of a contract in the amount of \$52,000 between the City of Plano - Plano Public Library and Gary Riggs Interiors for creation of a children's mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library. Management services constitute personal and/or professional services and are exempt from competitive bid as provided in Local Government Code, Section 252.022(a)(4). Funds for this project were gifted as follows: \$26,000 from Friends of the Plano Public Library and \$26,000 from Plano Public Library Foundation. Approval of this item is contingent upon passage of companion agenda item requesting receipt of donation money.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
		<i>J-1</i>		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A CONTRACT IN THE AMOUNT OF \$52,000 BETWEEN THE CITY OF PLANO – PLANO PUBLIC LIBRARY SYSTEM AND GARY RIGGS INTERIORS FOR THE CREATION OF A CHILDREN’S MURAL FOR THE GENERAL BENEFIT AND ENHANCEMENT OF L.E.R. SCHIMELPFENIG LIBRARY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano desires to contract with Gary Riggs Interiors for payment of \$52,000 for creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library (See Exhibit “A”); and

WHEREAS, the City Council finds that such management services constitute personal and/or professional services and are exempt from competitive bid as provided in Local Government Code, Section 252.022(a)(4); and

WHEREAS, the City Council is of the opinion that Gary Riggs Interiors can provide the services to accomplish the creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library; and

WHEREAS, Gary Riggs Interiors has provided a signed “Affidavit of No Prohibited Interest (see Exhibit “A”) in compliance with the City of Plano Code of Ordinances Ch.2, Art. IV, Section 2-103, and; Section 11.02, City Charter of Plano; and

WHEREAS, the City Council of the City of Plano is desirous of authorizing the City Manager or his designee to act on behalf of the City in contracting with Gary Riggs Interiors for creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library.

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

Section I. The City Manager of the City of Plano or his designee is hereby authorized to contract with Gary Riggs Interiors for creation of a children’s mural for the general benefit and enhancement of L.E.R. Schimelpfenig Library.

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Section II. The City Manager or his designee is hereby authorized to take such action and/or execute such documents as necessary to effectuate the contract for the creation of a children's mural for L.E.R. Schimelpfenig Library for a sum not to exceed \$52,000.00.

Section III. This Resolution shall become effective immediately from and after the date of its passage.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into by and between the CITY OF PLANO, a home-rule municipal corporation, of Collin County, Texas, (hereinafter referred to as "CITY") and Gary Riggs Interiors having its principal place of business at 505 Century Parkway, Suite 250, Allen, Texas, 75013 (hereinafter referred to as "ARTIST").

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which ARTIST shall design, render and paint a mural in the Schimelpfenig Library, located in the CITY (hereinafter referred to as "ARTWORK"). See Exhibit "A" for discussion of the concept and the purpose of the project.

2. DESCRIPTION OF SERVICES

ARTIST's services hereunder shall include, but shall not be limited to, the following:

A. ARTIST shall perform all the services related to the artwork as set forth in the Scope of Work attached hereto as Exhibit "B" and made a part of this Contract for all purposes; provided, however, should there be any conflict between Exhibit "B" and the terms of this Contract, the terms of this Contract shall be final and binding.

B. ARTIST shall work closely and cooperate with the staff of the Plano Public Libraries and the Manager of the Schimelpfenig Library (hereinafter referred to as "MANAGER") or their designees, and appropriate CITY officials and perform any and all related tasks required by the MANAGER in order to fulfill the purposes of this Contract. All disputes and other matters in question between ARTIST and CITY relating to this Contract or any interpretation of this Contract shall be resolved by the Director of Libraries for the CITY and the MANAGER for Schimelpfenig Library.

C. Direct supervision of both the design and composition/installation phases of the ARTWORK shall be the responsibility of ARTIST.

D. CITY shall be responsible for providing ARTIST, without cost, copies of existing designs, drawings, reports and other relevant data in CITY's possession needed by ARTIST in order to design and install the artwork.

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E. ARTIST shall regularly meet with the MANAGER to review progress of design and composition/installation and to ensure the continuing feasibility of the ARTWORK.

F. ARTIST and CITY agree that ARTIST shall retain artistic control of the services performed under this Contract, subject only to the limitations and conditions imposed by this Contract.

G. As an expressed condition of this Contract, ARTIST shall design the ARTWORK so that it can be completed without exceeding the budget for this project and so that reasonable maintenance of the ARTWORK will not require procedures or materials substantially in excess of those used to complete the ARTWORK. ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the ARTIST's performance, including, but not limited to: additional painting, application of different colors, redrawing. This includes redesign to meet the established budget.

H. ARTIST shall complete the design and installation of the ARTWORK in conformity with the attached Exhibit "B", Scope of Work. ARTIST agrees to comply with all applicable City, State and Federal laws, regulations, and ordinances relating to performance of the work under this Contract.

I. ARTIST shall be responsible for any damage to the ARTWORK that may occur due to fire, explosion, theft, vandalism, flood, power failure, transit or any other cause until ARTWORK has been completed and accepted by CITY.

3. PERFORMANCE OF SERVICES

ARTIST and its employees, associates or assistants shall perform all the services under this Contract in a timely, cost effective manner. ARTIST represents that any employees, associates or assistants who perform services under this Contract on behalf of ARTISTS shall be fully qualified and competent to perform those services described in Section 2.

4. TERM

The term of this Contract shall begin March 17, 2005 and end no later than May 2, 2005. ARTIST understands and agrees that time is of the essence. All services are to be completed and delivered to CITY by the termination date unless an extension of time, based upon good reasons presented by ARTIST, is approved in writing by CITY.

5. PAYMENT FOR SERVICES

In consideration of the professional services to be performed by ARTIST under the terms of this Contract, CITY shall pay ARTIST for services actually

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performed a fee not to exceed \$52,000.00, payable with a deposit of \$13,000.00 on the approval of the contract by City Council, a second payment of \$13,000.00 after the base paint coat has been applied, a third payment of \$13,000.00 after the initial drawing on the wall has been completed, and the balance of \$13,000.00 to be paid upon completion and acceptance by the CITY, as full compensation for the services performed under this Contract. If other conditions necessitate additional services, the additional services must be authorized in advance by resolution of the City Council, or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Payments to ARTIST shall be in the amount shown by the invoices and other documentation submitted and shall be subject to the MANAGER'S approval. All services shall be performed to the reasonable satisfaction of the MANAGER, and CITY shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the MANAGER. CITY may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to CITY from ARTIST, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to CITY has been reduced to judgment by a court. Should it be necessary for CITY to exercise right of termination in accordance with the terms of this Contract, ARTIST shall reimburse CITY any monies advanced by deposit not substantiated by reasonable invoices or documentation.

6. CHANGE IN SERVICES

CITY through its MANAGER may request, from time to time, changes in the Scope of Work conducted or to be conducted by ARTIST pursuant to this Contract. Any change which varies significantly from the Scope of Services set out in Section 2 and would entail a significant increase in cost or expense to ARTIST shall be mutually agreed on by ARTIST and the MANAGER. Agreed to changes in the Scope of Work, which in the opinion of ARTIST and the MANAGER would require additional funding by CITY, must first be authorized in advance by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney.

7. WARRANTIES

ARTIST warrants that: (a) the design and ARTWORK being commissioned is the original product of ARTIST's own creative efforts and is not the subject of an existing patent or copyright owned by any other person; and (b) unless otherwise stipulated, the ARTWORK is original, that it is an edition of one (1), and ARTIST shall not sell or reproduce the ARTWORK or design or allow others to do so without the prior written consent of CITY. The warranties stated in this paragraph shall survive the termination of this Contract.

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8. MAINTENANCE/CONSERVATION

Upon completion and installation of the ARTWORK, ARTIST shall prepare and submit to CITY a written recommendation for maintenance of the ARTWORK, describing materials, procedures, frequency, and estimated annual cost. ARTIST shall be responsible for the first year's maintenance, and thereafter CITY shall be responsible to maintain the ARTWORK. Repairs, restoration and/or conservation shall be the responsibility of CITY. CITY reserves the right to perform maintenance or make repairs without consulting ARTIST.

9. CONFIDENTIAL WORK

No reports, information, project designs, data or any other documentation developed by, given to, prepared by or assembled by ARTIST under this Contract shall be disclosed or made available to any individual or organization by ARTIST without the express prior written approval of the MANAGER.

10. COPYRIGHT IN THE FINISHED ARTWORK

ARTIST's final design and all other work product (including the final ARTWORK itself) under this Contract shall become the property of the CITY, without restriction on future use, except as provided below. ARTIST may retain copyright and other intellectual property rights in and to the final design and the final artwork itself. By execution of this Contract, ARTIST grants to the CITY a perpetual, irrevocable license to graphically depict or display the final ARTWORK for any non-commercial purpose whatsoever; for purposes of this limitation, any graphic depiction or display of the final ARTWORK intended to promote or benefit the CITY, its public services or its public purposes, regardless of whether or not a fee is charged to the public, or whether revenue is otherwise received by the CITY, shall be deemed a non-commercial purpose. Notwithstanding the above limitation, ARTIST agrees and understands that nothing in this paragraph shall affect or limit the CITY's absolute, unrestricted rights incidental to the CITY's full ownership of the final ARTWORK to alter, change, modify, destroy, remove, move, replace, operate, maintain, transport, sell or transfer, in whole or in part, the final ARTWORK when the CITY deems it necessary within its discretion, in order to otherwise exercise the CITY's powers and responsibility in regard to public works and improvements, in furtherance of the CITY's operations or for any other reason.

ARTIST hereby acknowledges the rights of integrity and attribution conferred by Section 106A (a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by federal, state or international laws, and of his own free will hereby waives such rights with respect to the City of Plano usage or use of the ARTWORK including but not limited to the right to maintain, remove or destroy the ARTWORK.

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11. ARTIST'S LIABILITY

Approval of CITY shall not constitute nor be deemed a release of the responsibility and liability of ARTIST or ARTIST's employees, associates or assistants for the accuracy and competency of ARTIST's services, nor shall approval be deemed to be the assumption of such responsibility by CITY for any defect, error or omission in the services performed by ARTIST or ARTIST's employees, associates or assistants.

12. INSURANCE REQUIREMENTS

ARTIST shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and acceptable to CITY, the minimum insurance coverage contained in Exhibit "C", attached to and made part of this Contract.

13. INDEMNITY

ARTIST agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for: (a) any infringement of patent or copyright arising out of the services performed by ARTIST under this Contract regardless of whether or not ARTIST or CITY had knowledge of any existing patents or copyrights during the course of performance of this Contract; and (b) personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by ARTIST's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of ARTIST, its officers, agents, associates, employees or subconsultants, in the performance of this Contract. The indemnity for personal injury, property damage or other harm caused by ARTIST's contractual breach or negligence provided in (b) shall not apply to any liability resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ARTIST and CITY, responsibilities and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph 13 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

14. RIGHT OF REVIEW AND AUDIT

CITY may review any and all of the services performed by ARTIST under this Contract. CITY is hereby granted the right to audit, at CITY's election all of ARTIST's records and billings relating to the performance of this Contract.

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ARTIST agrees to retain such records for a minimum of three (3) years following completion of this Contract.

15. AFFIDAVIT OF NO PROHIBITED INTEREST

ARTIST acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

16. NONDISCRIMINATION

As a condition of this Contract, ARTIST covenants that ARTIST will take all necessary actions to insure that, in connection with any work under this Contract, ARTIST, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or handicap unrelated to job performance either directly, indirectly or through contractual or other arrangements. In this regard, ARTIST shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City of Plano, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

17. CONTRACT PERSONAL

This Contract provides for personal/professional services, involving the skill and creativity of ARTIST. Therefore, the ARTIST shall not assign this Contract, in whole or in part, without the prior written consent of CITY.

18. TERMINATION

MANAGER may terminate this Contract, in whole or in part, for cause or the convenience of CITY, upon ten (10) days written notice to ARTIST with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. ARTIST shall invoice CITY for all services completed and shall be compensated or reimburse CITY accordingly for all services performed by ARTIST prior to the date specified in such notice. Upon notice of termination, ARTIST shall promptly discontinue all services affected (unless otherwise directed by the notice) and promptly deliver to CITY all data, drawings, specifications, calculations, reports, estimates, materials and completed or partially completed work produced by ARTIST under this Contract.

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19. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for CITY, to:

City of Plano
Attn: Glen Pourciau
Library Manager
Schimelpfenig Library
5024 Custer Road
Plano, Texas 75023

If intended for ARTIST, to:

Gary Riggs
Gary Riggs Interiors
505 Century Parkway, Suite 250
Allen, Texas, 75013

20. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between CITY and ARTIST is that of independent contractor, and CITY and ARTIST by the execution of this Contract do not change the independent status of ARTIST, ARTIST shall exercise independent judgment in performing his duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of ARTIST in the performance of this Contract shall be construed as making ARTIST the agent, servant or employee of CITY, or making ARTIST or any of his employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which CITY provides its employees.

21. VENUE

The obligations of the parties to this Contract are performable in Collin County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Collin County, Texas.

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22. APPLICABLE LAWS

This Contract is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and federal laws.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24. LEGAL CONSTRUCTION

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

25. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

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28. ENTIRE AGREEMENT

The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except and otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

EXECUTED this the _____ day of _____, 2005, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____ and adopted by the City Council on _____, 2005 and by ARTIST.

CITY OF PLANO

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

ARTIST

BY: _____
Gary Riggs

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2005 by **GARY RIGGS**, Artist.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2005 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

J-13

EXHIBIT "A" to Gary Riggs Interiors Contract

Page 1 of 2

**ART PROJECT
CHILDREN'S ROOM
SCHIMELPFENIG LIBRARY
PLANO, TX**

GOAL

The goal is to create playful/whimsical artwork in the children's room of the Schimelpfenig Library. The artwork will create excitement and interest for the community.

DESCRIPTION OF WORK

The artwork will consist of a mural on the south wall of the children's room. A line drawing of the mural and paint samples have been reviewed and agreed upon. The mural will have a park theme and its images will include a gazebo, a waterway, trees, and other landscaping consistent with a park and woodlands motif. The doors of the south wall will be painted as part of the mural. The artist will paint the book-drop area in a topiary and hedge motif. The artist will build and attach wooden awnings on the windows of the public conference room. The outside of the awnings will be painted in stripes using colors from the designated rainbow of colors. The inside of the awnings, which will be visible from inside the public conference room, will be painted a solid color. The artist will decorate the four columns in the junior easy and easy reader sections with images consistent with a woodlands motif. The artist will apply a clear coat of acrylic over all artwork.

The artist's flat-wall painters will work at night while the library is closed. They will paint the parts of the ceiling on the first floor that take paint, the columns on the first floor, the staircase wall between the first floor and lower level, all soffits on the first floor, all surfaces around the circulation desk and behind the circulation desk with the exception of the backside of the wall behind the circulation desk, which is the wall that bears shelves, books, and assorted supplies. The painters will prepare the walls on which the mural will be painted and all other surfaces that will be painted. The painters will remove the shelving necessary to paint the wall behind the public hold shelf and will replace the shelving in a timely manner after the paint dries. The painters will move the free-standing display case located to the right of the public hold shelf, will paint that wall, and then will move the display case back against the wall after the paint dries. The painters will remove the fabric on the wall located to the west of the public conference room. They will move the shelving away from that wall, will paint that wall, and then move the shelving back after the wall has been painted.

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EXHIBIT "A" to Gary Riggs Interiors Contract

Page 2 of 2

The artist and all other painters will cover library property for protection from paint and other materials. The flat-wall painters will be out of the library before it opens to the public each morning and will have all equipment and obstructions removed from the service floor. The artist will provide the required signage. The signs will be made of Masonite, will be mounted, hung, or stand up, and will be clearly legible.

The artist will maintain the artwork included in the project for one year, doing touch-ups and other maintenance. The artist will rope off the area where he and his crew are working to ensure that his materials and equipment are not within reach of the public.

MATERIALS

Sherwin Williams paint. Wood for awnings. Masonite for signage.

J-15

SCOPE OF WORK

1. Completion of design by artist and approval by City of Plano
2. Purchase of materials by artist and begin painting
3. Completion of painting by artist and crew
4. Delivery and installation of awnings over public conference room windows
5. Delivery and installation of signage
6. Maintenance of artwork as specified in contract

J-16

EXHIBIT "C" to Gary Riggs Interiors Contract

**City of Plano
Contractor Insurance Requirements and Agreement**

Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. <u>Commercial General (Public) Liability to include coverage for:</u> a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M.Best or A or higher by Standard & Poors
2. <u>Business Auto Liability</u>	As required by State of Texas	
3. <u>Workers' Compensation & Employers' Liability</u>	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.

This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

AGREEMENT

I agree to provide the above-described insurance coverages if selected to perform work for the City of Plano. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid #: _____

Company: _____

Printed Name : _____ Vendor # (if applicable) _____

Signature: _____ Date: _____

Return Signed Form to: _____

Affidavit of No Prohibited Interest

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter section 11.02 and the City's Code of Conduct.

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.

Gary Riggs Interiors

By: _____
(Signature)

Gary Riggs
(Print Name)

(Title)

Date: _____

STATE OF Texas

COUNTY OF _____

§
§
§

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2005.

Notary Public in and for the State of Texas

J-18



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:		03/16/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	3/4/05	
Dept Signature:	<i>[Signature]</i>		City Manager	3/7/05	
Agenda Coordinator (include phone #):			Irene Pegues (7198)	Project No. 5280	
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 A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISED OF ONE (1) PARCEL OF LAND TOTALING 1.424 ACRES FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR PLANO PARKWAY, SAID PARCEL SITUATED IN THE M.R. FOSTER SURVEY, ABSTRACT NO. 332 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, 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					
A public right-of-way dedication is needed for Plano Parkway.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution			N/A		
Location Map					

R-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISED OF ONE (1) PARCEL OF LAND TOTALING 1.424 ACRES FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR PLANO PARKWAY, SAID PARCEL SITUATED IN THE M.R. FOSTER SURVEY, ABSTRACT NO. 332 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional public right-of-way is needed for Plano Parkway in accordance with the City of Plano Thoroughfare Plan; and

WHEREAS, said additional right-of-way is set forth in the Special Warranty Deed attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, upon full review and consideration of the Special Warranty Deed, and all matters attendant and related thereto, the City Council is of the opinion that the Special Warranty Deed should be approved, and that the City Manager, or in his absence his designee, shall be authorized to execute the Special Warranty Deed 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 City Council hereby authorizes the dedication of the additional public right-of-way and determines that the Special Warranty Deed is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to execute Special Warranty Deed on behalf of the City of Plano.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

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

This Deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

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

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

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The mailing address of the Grantee is:

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

EXECUTED this _____ day of _____, 2004.

**CITY OF PLANO, TEXAS, a home rule
municipal corporation**

By: _____

Thomas H. Muehlenbeck
CITY MANAGER
P. O. Box 860358
Plano, TX 75086-0358

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2004, by **Thomas H. Muehlenbeck**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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

2-5

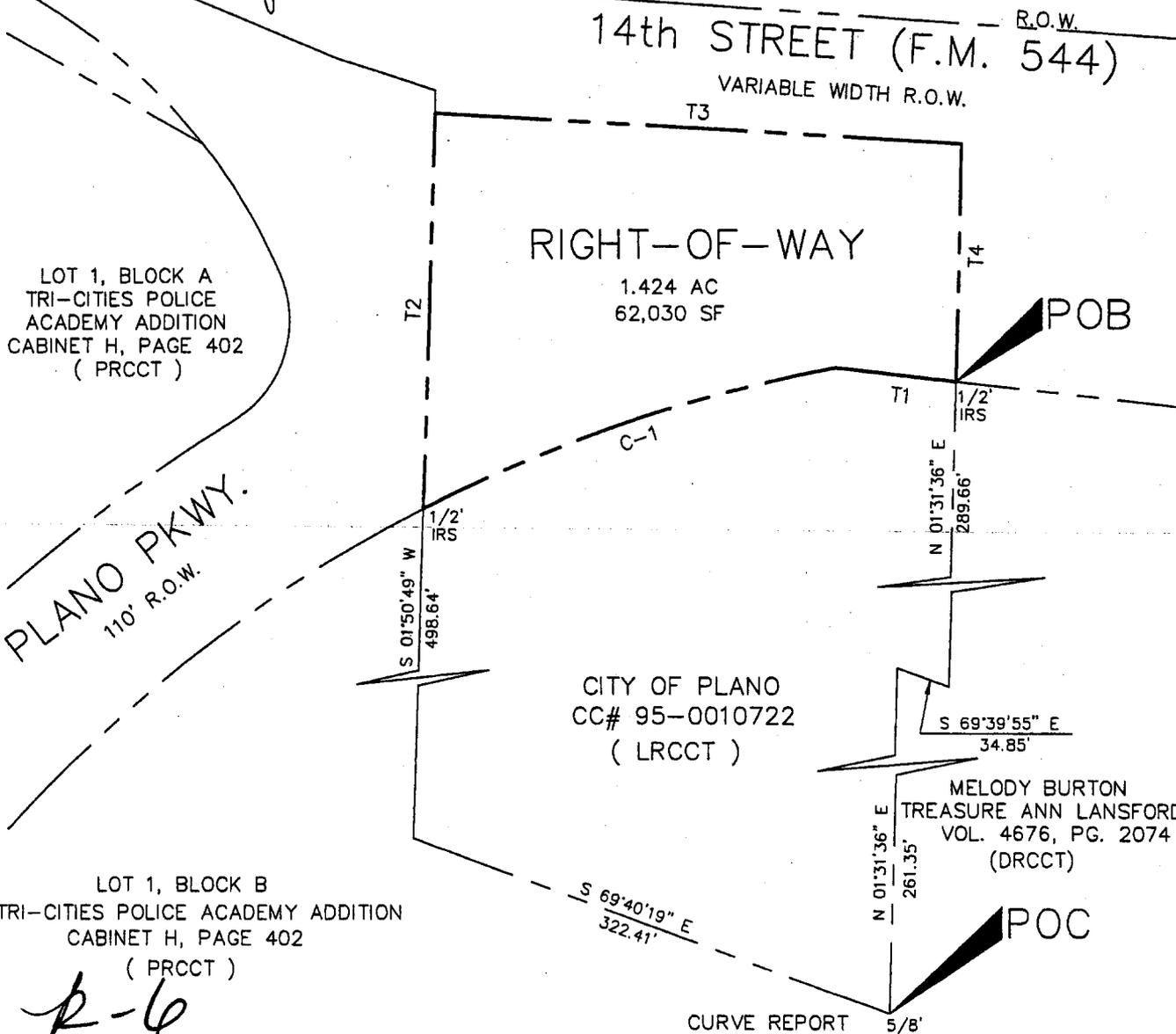


B.J. Elam
9/30/03

TANGENT	BEARING	LENGTH
T1	N 83°32'36" W	75.96'
T2	N 01°50'49" E	255.47'
T3	S 86°40'12" E	334.17'
T4	S 01°31'36" W	153.82'

EXHIBIT "A"
The Property

Scale 1"=100'



CURVE REPORT 5/8' IRF

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-1	945.00'	16°53'12"	140.28'	278.51'	277.51'	S70°55'15"W

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
(972) 490-7080 FAX (972) 490-7099

Scale : 1"=100'	Date : 9/30/03
Design : WAI	
Drawn : N.J.V.	
Dwg. File : 11807RW3.DWG	
Project No. : 11807.02	

M.R. FOSTER SURVEY
ABSTRACT No. 332
CITY OF PLANO
COLLIN COUNTY, TEXAS

PLANO PARKWAY
RIGHT-OF WAY
PARCEL 3

SHEET
1
OF
2

FIELD NOTE DESCRIPTION
RIGHT-OF-WAY PARCEL 3

EXHIBIT "A"
The Property

STATE OF TEXAS
COLLIN COUNTY

BEING a tract of land situated in the M.R. FOSTER SURVEY ABSTRACT NO. 332, Collin County, Texas and being a portion of a tract of land described to the CITY OF PLANO as recorded in County Clerk's No. 95-0010722 of the LAND RECORDS OF COLLIN COUNTY, TEXAS (LRCCT), and being more particularly described as follows;

COMMENCING at a 5/8" iron rod found in the most southwesterly corner of said CITY OF PLANO tract;

THENCE North 01 deg 31 min 36 sec East, a distance of 261.35 feet to a point for corner;

THENCE South 69 deg 39 min 55 sec East, a distance of 34.85 feet to a point for corner;

THENCE North 01 deg 31 min 36 sec East, a distance of 289.66 feet to a 1/2 inch iron rod set with a red plastic cap stamped "WAI" for the POINT OF BEGINNING, said point being in the intersection of the southerly right-of-way of 14th STREET (variable width right-of-way) and the westerly line of said MELODY BURTON and TREASURE ANN LANSFORD tract as recorded in Volume 4676, Page 2074 of the DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT);

THENCE along the southerly right-of-way of said 14th STREET as follows:

North 83 deg 32 min 36 sec West a distance of 75.96 feet to a point for corner, said point being the beginning of a non-tangent curve to the left, said curve having a radius of 945.00 feet and a chord bearing South 70 deg 55 min 15 sec West a distance of 277.51 feet;

Continuing along said curve to the left through a central angle of 16 deg 53 min 12 sec for an arc length of 278.51 feet to a 1/2 inch iron rod set with a red plastic cap stamped "WAI" for corner;

THENCE departing the southerly right-of-way of said 14th STREET, North 01 deg 50 min 49 sec East, a distance of 255.47 feet to a point for corner;

THENCE South 86 deg 40 min 12 sec East, a distance of 334.17 feet to a point for corner;

THENCE South 01 deg 31 min 36 sec West, a distance of 153.82 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.424 acres or 62,030 square feet of land more or less. Bearings cited herein are based on City of Plano Monument No. Q4, P3 & P2.



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS
(972) 490-7080 FAX (972) 490-7089

Scale : 1" = 100' Date : 9/30/03
Design : WAI
Drawn : N.J.V.
Dwg. File : 11807RW3.DWG
Project No. : 11807.02

M.R. FOSTER SURVEY
ABSTRACT No. 332
CITY OF PLANO
COLLIN COUNTY, TEXAS

PLANO PARKWAY
RIGHT-OF-WAY
PARCEL 3

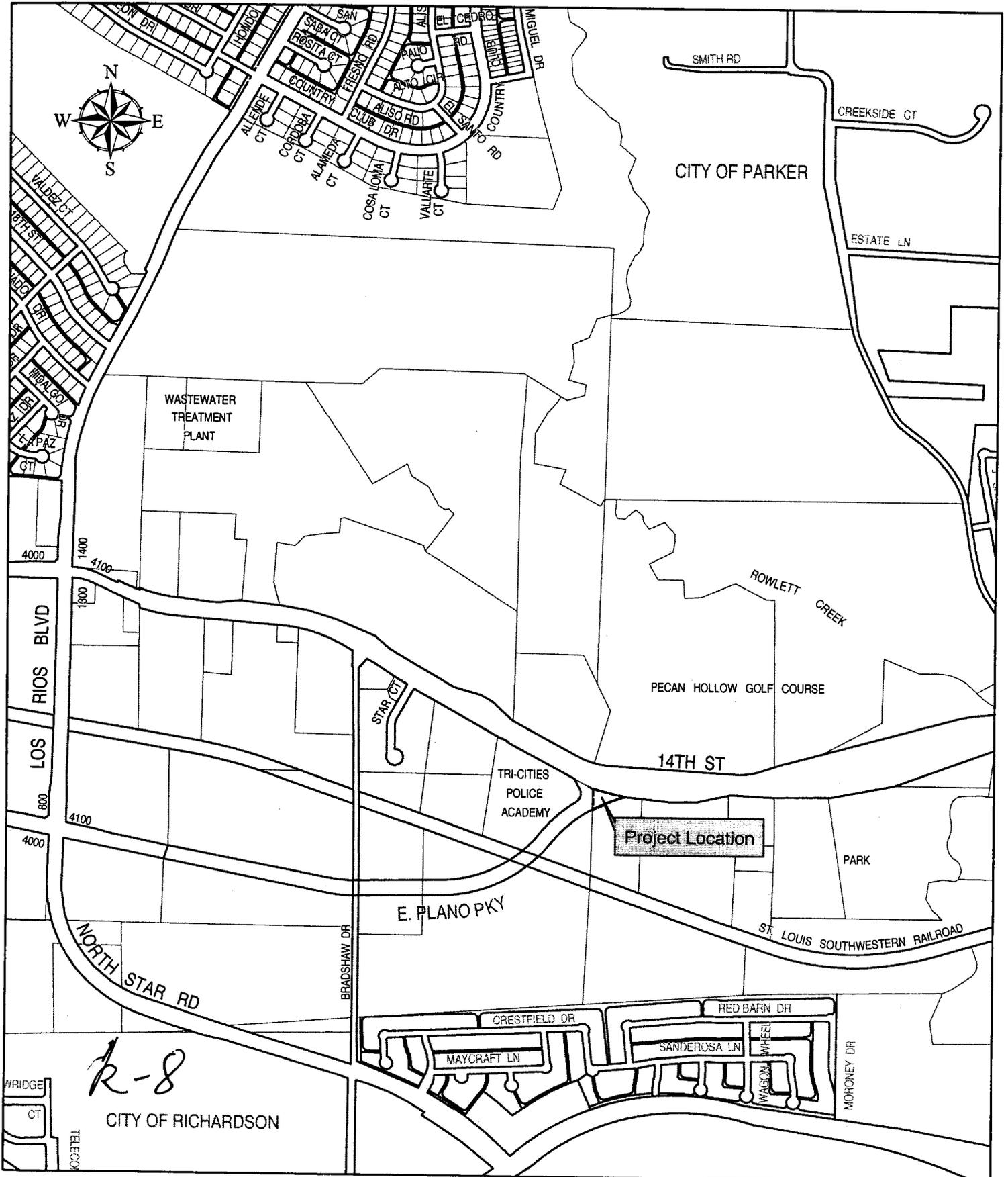
SHEET
2
OF
2



B. J. Elam
10/19/04

R-7

PLANO PARKWAY EXTENSION LOS RIOS BOULEVARD TO 14TH STREET PROJECT NO. 5280





**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: 03/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	3/4/05
Dept Signature:		City Manager	<i>[Signature]</i>	3/7/05
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 4808		
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 A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISED OF ONE (1) PARCEL OF LAND TOTALING 0.041 ACRE FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR MORTONVALE ROAD, SAID PARCEL SITUATED IN THE A.M. HATFIELD SURVEY, ABSTRACT NO. 432, AND THE ELI SMYLER SURVEY, ABSTRACT NO. 857 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, 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				
A public right-of-way dedication is needed for Mortonvale Road.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		N/A		
Location Map				

l-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISED OF ONE (1) PARCEL OF LAND TOTALING 0.041 ACRE FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR MORTONVALE ROAD, SAID PARCEL SITUATED IN THE A.M. HATFIELD SURVEY, ABSTRACT NO. 432, AND THE ELI SMYLER SURVEY, ABSTRACT NO. 857 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional public right-of-way is needed for Mortonvale Road; and

WHEREAS, said additional right-of-way is set forth in the Special Warranty Deed attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, upon full review and consideration of the Special Warranty Deed, and all matters attendant and related thereto, the City Council is of the opinion that the Special Warranty Deed should be approved, and that the City Manager, or in his absence his designee, shall be authorized to execute the Special Warranty Deed 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 City Council hereby authorizes the dedication of the additional public right-of-way and determines that the Special Warranty Deed is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to execute Special Warranty Deed on behalf of the City of Plano.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

SPECIAL WARRANTY DEED

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

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

The Property is conveyed by Grantor and accepted by Grantee subject to all easements, restrictions, conditions, covenants, and other instruments of record.

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and

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assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

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

EXECUTED this _____ day of _____, 2005.

**CITY OF PLANO, TEXAS, a home rule
municipal corporation**

By: _____

Thomas H. Muehlenbeck
CITY MANAGER
P. O. Box 860358
Plano, TX 75086-0358

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2005, by **Thomas H. Muehlenbeck**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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

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R.O.W. DEDICATION
MORTON VALE ROAD

EXHIBIT "A"
The Property

PARCEL NO. 10D

BEING a 0.041 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432 and the Eli Smyler Survey, Abstract No. 857, Collin County, Texas, City of Plano, and being a portion of a tract of land, (Parcel No. 10) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2844, Deed Records, Collin County, Texas. Said 0.041 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said point being the southwest corner of Wind Meadow Addition, as recorded in Cabinet H, Slide 282, Plat Records, Collin County, Texas, and being the point of curvature of a non-tangent curve to the right, having a delta of $06^{\circ}20'37''$, a radius of 515.00 feet and a chord bearing and distance of North $31^{\circ}46'44''$ West, 56.99 feet;

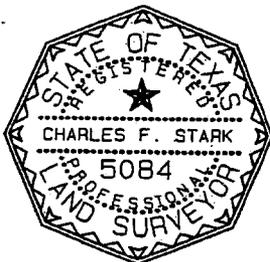
THENCE northwesterly, along the arc of said non-tangent curve to the right, for a distance of 57.02 feet to a point for corner, said point being in the east line of said City of Plano Parcel No. 10;

THENCE South $00^{\circ}56'39''$ West, along said east line of Parcel No. 10, for a distance of 43.27 feet to a set 1/2 inch iron rod for corner, said point being the **POINT OF BEGINNING**;

THENCE South $00^{\circ}56'39''$ West, continuing along said east line, for a distance of 97.38 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a non-tangent curve to the left, having a delta of $55^{\circ}06'53''$, a radius of 17.50 feet and a chord bearing and distance of North $26^{\circ}36'47''$ West, 16.19 feet;

THENCE northwesterly, leaving said east line, and following along the arc of said non-tangent curve to the left, for a distance of 16.83 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a reverse curve to the right, having a delta of $120^{\circ}32'25''$, a radius of 48.00 feet and a chord bearing and distance of North $06^{\circ}05'59''$ East, 83.36 feet;

THENCE northeasterly, along the arc of said reverse curve to the right, for a distance of 100.98 feet to the **POINT OF BEGINNING** and **CONTAINING** 1,744 square feet or 0.041 acres of land, more or less.



DRAFT

l-6

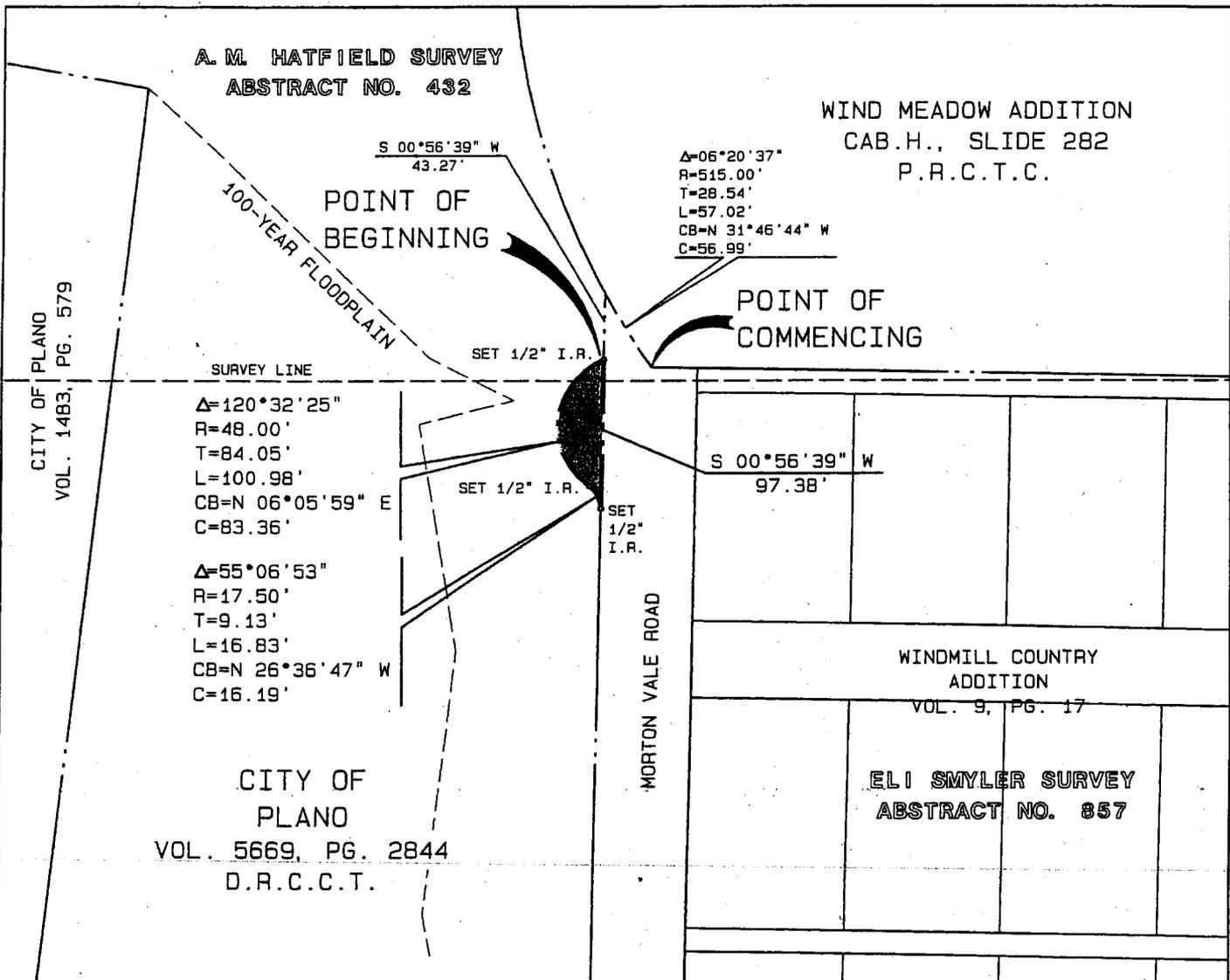
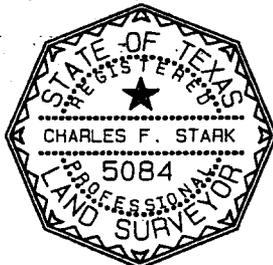
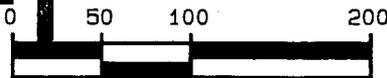


EXHIBIT "A"
 PARCEL NO. 10D
 R.O.W. DEDICATION
 BEING A
 1,774 SQ. FT., 0.041 ACRE TRACT
 OF LAND
 OUT OF THE A.M. HATFIELD SURVEY,
 ABSTRACT NO. 432 AND THE
 ELI SMYLER SURVEY, ABSTRACT NO. 857
 CITY OF PLANO, TEXAS
 COLLIN COUNTY, TEXAS



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SCALE: 1"=100'

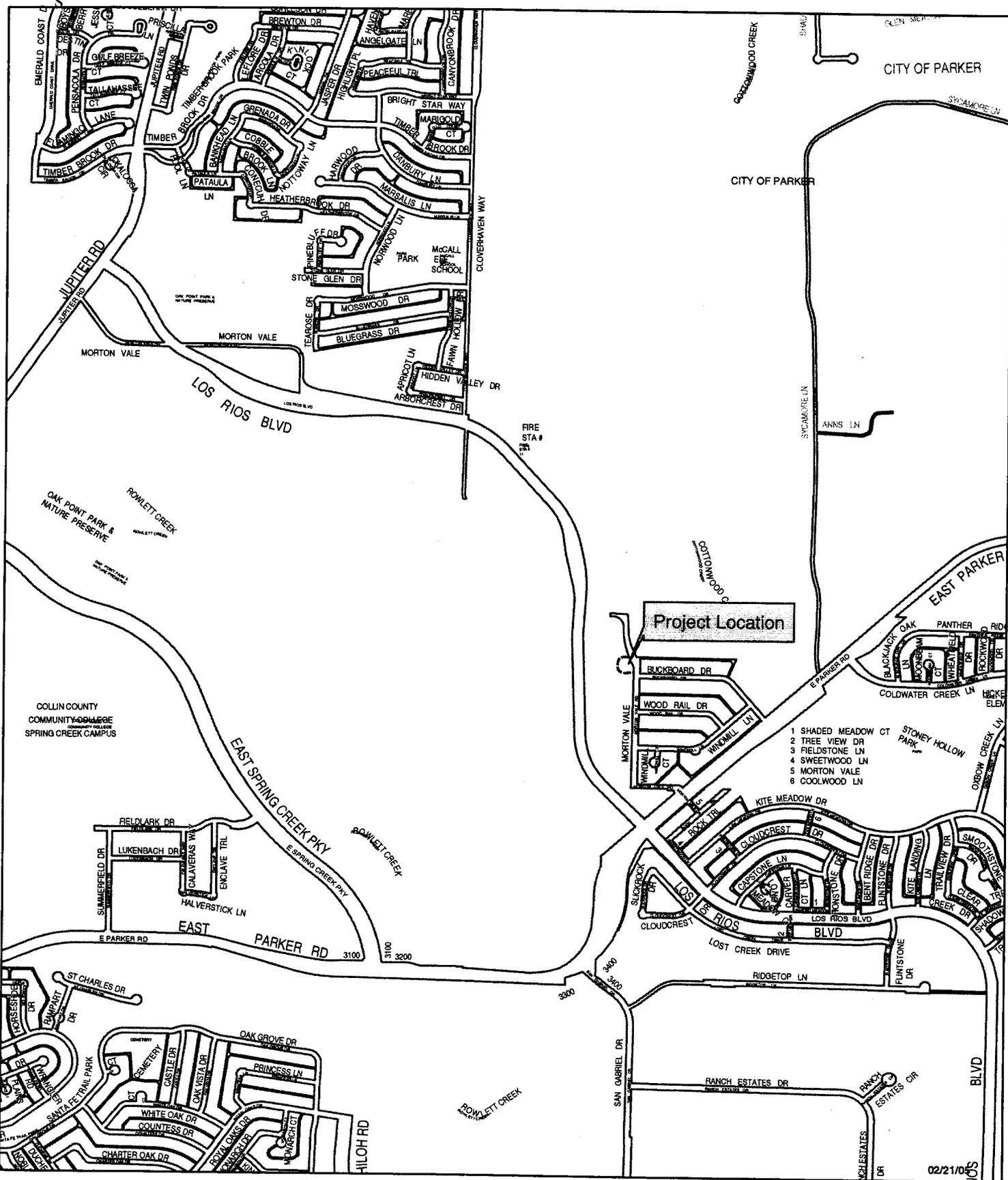


Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS

600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535

Handwritten signature/initials

MORTON VALE PROJECT No. 4808



l-8



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:	03/16/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Upchurch	Executive Director	3/4/05	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i> 3/4/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 4808	
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 A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISING ELEVEN (11) PARCELS OF LAND TOTALING 23.937 ACRES FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR LOS RIOS BOULEVARD, SAID PARCELS SITUATED IN THE JEREMIAH MUNCY SURVEY, ABSTRACT NO. 621, THE WM. McCREARY SURVEY, ABSTRACT NO. 601, THE W.J. JACKSON SURVEY, ABSTRACT NO. 485, THE A.M. HATFIELD SURVEY, ABSTRACT NO. 432, AND THE ELI SMYLER SURVEY, ABSTRACT NO. 857 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, 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				
A public right-of-way dedication is needed for Los Rios Boulevard.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		N/A		
Location Map				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A SPECIAL WARRANTY DEED FROM THE CITY OF PLANO TO THE CITY OF PLANO, COMPRISING ELEVEN (11) PARCELS OF LAND TOTALING 23.937 ACRES FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR LOS RIOS BOULEVARD, SAID PARCELS SITUATED IN THE JEREMIAH MUNCY SURVEY, ABSTRACT NO. 621, THE WM. McCREARY SURVEY, ABSTRACT NO. 601, THE W.J. JACKSON SURVEY, ABSTRACT NO. 485, THE A.M. HATFIELD SURVEY, ABSTRACT NO. 432, AND THE ELI SMYLER SURVEY, ABSTRACT NO. 857 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional public right-of-way is needed for the extension of Los Rios Boulevard from Jupiter Road to Parker Road in accordance with the City of Plano Thoroughfare Plan; and

WHEREAS, said additional right-of-way is set forth in the Special Warranty Deed attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, upon full review and consideration of the Special Warranty Deed, and all matters attendant and related thereto, the City Council is of the opinion that the Special Warranty Deed should be approved, and that the City Manager, or in his absence his designee, shall be authorized to execute the Special Warranty Deed 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 City Council hereby authorizes the dedication of the additional public right-of-way and determines that the Special Warranty Deed is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to execute Special Warranty Deed on behalf of the City of Plano.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

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

The Property is conveyed by Grantor and accepted by Grantee subject to all easements, restrictions, conditions, covenants, and other instruments of record.

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and

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assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

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

EXECUTED this _____ day of _____, 20_____.

CITY OF PLANO, TEXAS, a home rule municipal corporation

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

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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

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EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 2A**

BEING a 1.997 acre tract of land, out of the Jeremiah Muncy Survey, Abstract No. 621, Collin County, Texas, City of Plano, and being a portion of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5672, Page 1716, Deed Records, Collin County, Texas. Said 1.997 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron for corner, said point being the northeast corner of said City of Plano tract and the southeast corner of a tract of land, conveyed by deed to Shahid Rasul, as recorded in County Clerk Record No. 96-0008403, Collin County, Texas, also being in the west line of the Dale Buchanan tract, as recorded in Cabinet L, Slide 286, Plat Records, Collin County, Texas;

THENCE North 89°04'42" West, leaving said west line of Buchanan tract, and following along the south line of said Rasul tract and the north line of said City of Plano tract, being a common line, for a distance of 529.45 feet to a set 1/2 inch iron rod for corner, said point being in the proposed easterly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.), and being the point of curvature of a non-tangent curve to the right, having a delta of 11°46'38", a radius of 805.00 and a chord bearing and distance of South 35°14'18" East, 165.18 feet, and being the **POINT OF BEGINNING**;

THENCE southeasterly, leaving said common line, and following along said proposed easterly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 165.47 feet to a set 1/2 inch iron rod for corner;

THENCE South 29°20'59" East, continuing along said proposed easterly right-of-way line, for a distance of 290.00 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 29°01'44", a radius of 695.00 feet and a chord bearing and distance of South 43°51'52" East, 348.37 feet;

THENCE southeasterly, along said proposed easterly right-of-way line and the arc of said curve to the left, for a distance of 352.12 feet to a set 1/2 inch iron rod for corner, said point being in the north line of a tract of land, (Parcel No. 3) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas;

THENCE North 88°20'57" West, leaving said proposed easterly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 187.17 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 17°24'32", a radius of 805.00 feet and a chord bearing and distance of North 38°03'16" West, 243.66 feet;

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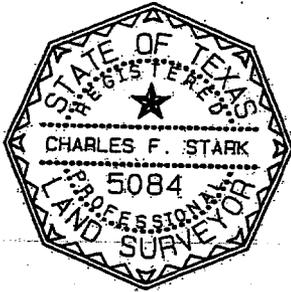
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THENCE northwesterly, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 244.60 feet to a set 1/2 inch iron rod for corner;

THENCE North 29°20'59" West, continuing along said proposed westerly right-of-way line, for a distance of 290.00 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 20°36'11", a radius of 695.00 feet and a chord bearing and distance of North 39°39'05" West, 248.57 feet;

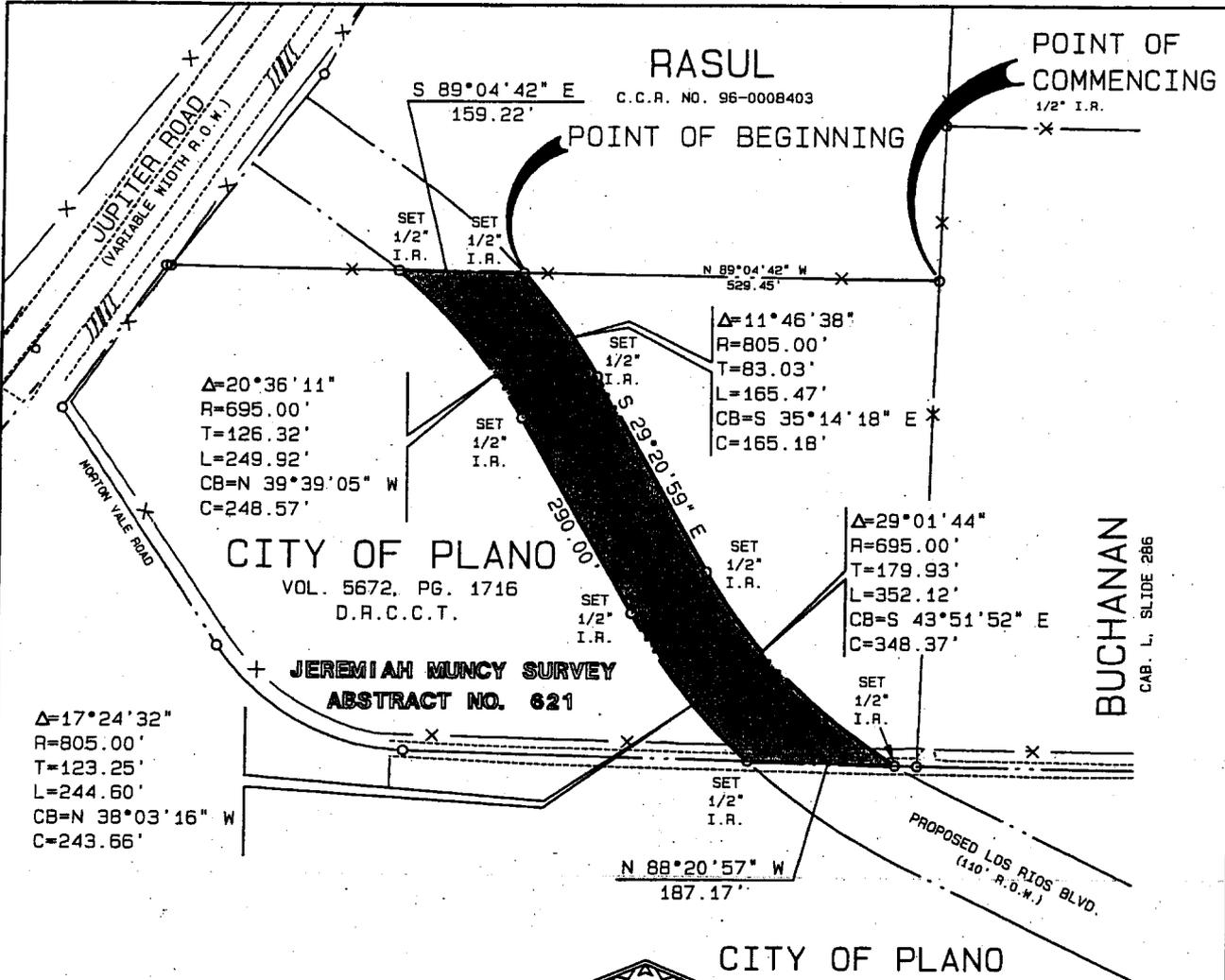
THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the left, for a distance of 249.92 feet to a set 1/2 inch iron rod for corner, said point being in said common line of Rasul tract and City of Plano tract;

THENCE South 89°04'42" East, leaving said proposed westerly right-of-way line, and following along said common line, for a distance of 159.22 feet to the POINT OF BEGINNING and CONTAINING 87,007 square feet or 1.997 acres of land, more or less.



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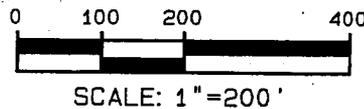
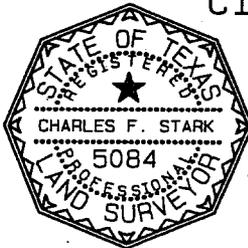


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EXHIBIT "A"
PARCEL NO. 2A
R.O.W. DEDICATION

BEING A
87,007 SQ.FT., 1.997 ACRE TRACT
OF LAND
OUT OF THE

JEREMIAH MUNCY SURVEY
ABSTRACT NO. 621
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

PROJECT NO. 9016-2323

DATE: JUNE, 2004

J/NEPLANO/LOSRIOS/BNORY/FEIRW1

EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 3A**

BEING a 3.235 acre tract of land, out of the Jeremiah Muncy Survey, Abstract No. 621, Collin County, Texas, City of Plano, and being a portion of a tract of land, (Parcel No. 3) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas. Said 3.235 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, being in the approximate centerline of Morton Vale Road (a variable width R.O.W.), and being the northeast corner of said City of Plano tract and the northwest corner of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 1483, Page 598, Deed Records, Collin County, Texas;

THENCE South 12°48'43" East, leaving said approximate centerline of Morton Vale Road, and following along the common line of said City of Plano tracts, for a distance of 343.64 feet to a set 1/2 inch iron rod for corner, said point being in the proposed northerly right-of-way line of Los Rios Boulevard (a variable width R.O.W. at this point), and being the **POINT OF BEGINNING**;

THENCE South 12°48'43" East, leaving said proposed northerly right-of-way line of Los Rios Boulevard, and continuing along said common line, for a distance of 237.55 feet to a set 1/2 inch iron rod for corner, said point being in the proposed southerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 03°57'14", a radius of 2345.00 feet and a chord bearing and distance of North 69°46'49" West, 161.79 feet;

THENCE northwesterly, leaving said common line, and following along said proposed southerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 161.82 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a compound curve to the right, having a delta of 19°13'11", a radius of 794.50 feet and a chord bearing and distance of North 58°11'37" West, 265.27 feet;

THENCE northwesterly, along said proposed southerly right-of-way line and the arc of said compound curve to the right, for a distance of 266.51 feet to a set 1/2 inch iron rod for corner;

THENCE North 48°35'01" West, continuing along said proposed southerly right-of-way line, for a distance of 124.66 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 15°06'18", a radius of 754.50 feet and a chord bearing and distance of North 56°08'10" West, 198.33 feet;

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THENCE northwesterly, along said proposed southerly right-of-way line and the arc of said curve to the left, for a distance of 198.91 feet to a set 1/2 inch iron rod for corner (a 110 foot R.O.W. at this point);

THENCE North $63^{\circ}41'19''$ West, continuing along said proposed southerly right-of-way line, for a distance of 133.30 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of $16^{\circ}55'47''$, a radius of 805.00 feet and a chord bearing and distance of North $55^{\circ}13'25''$ West, 237.00 feet;

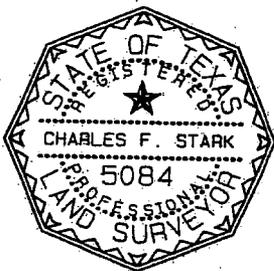
THENCE northwesterly, along said proposed southerly right-of-way line and the arc of said curve to the right, for a distance of 237.86 feet to a set 1/2 inch iron rod for corner, said point being in the south line of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5672, Page 1716, Deed Records, Collin County, Texas;

THENCE South $88^{\circ}20'57''$ East, leaving said proposed southerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 187.17 feet to a set 1/2 inch iron rod for corner, said point being in the said proposed northerly right-of-way line of Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the left, having a delta of $05^{\circ}18'35''$, a radius of 695.00 feet and a chord bearing and distance of South $61^{\circ}02'01''$ East, 64.38 feet;

THENCE southeasterly, leaving said common line, and following along said proposed northerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the left, for a distance of 64.41 feet to a set 1/2 inch iron rod for corner;

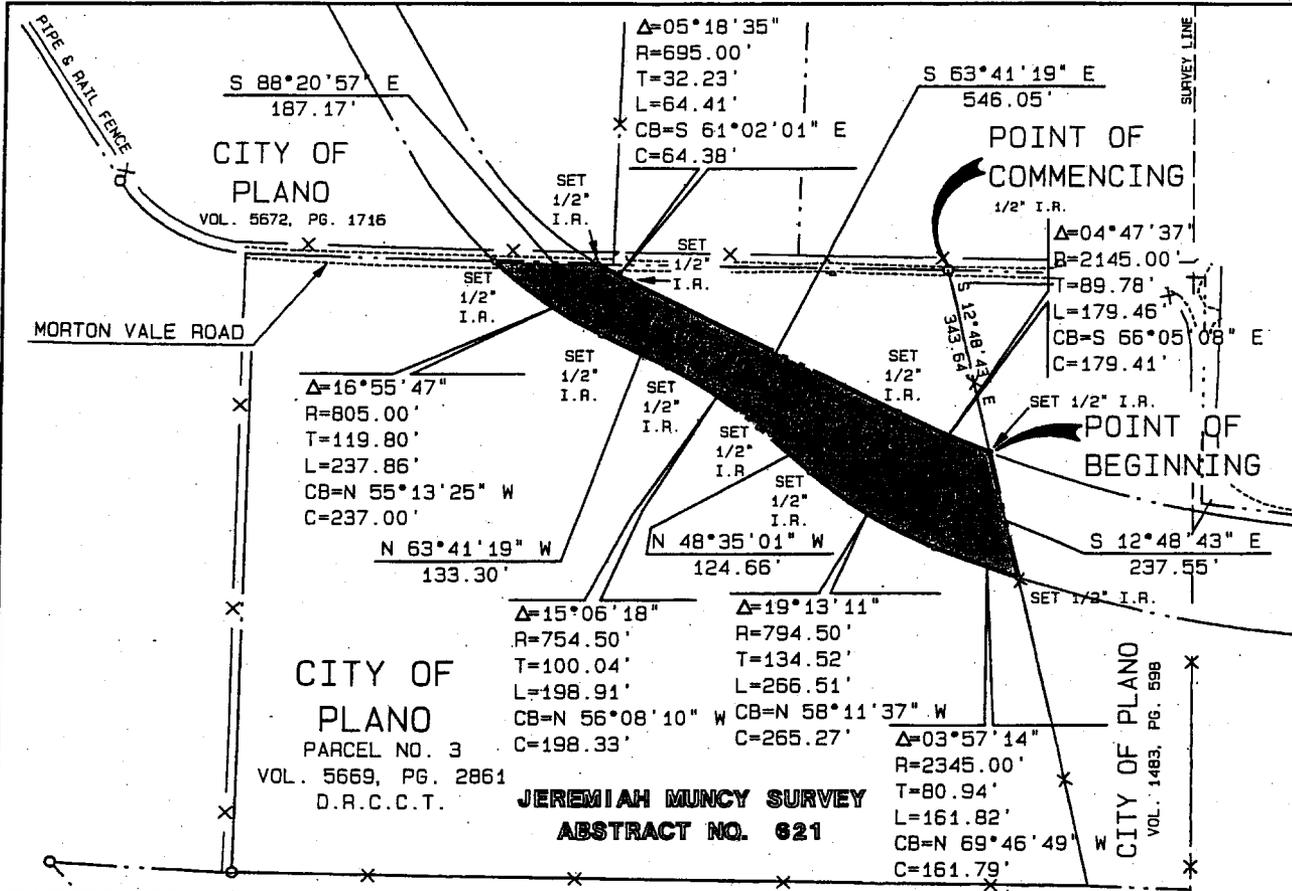
THENCE South $63^{\circ}41'19''$ East, continuing along said proposed northerly right-of-way line, for a distance of 546.05 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of $04^{\circ}47'37''$, a radius of 2145.00 feet and a chord bearing and distance of South $66^{\circ}05'08''$ East, 179.41 feet;

THENCE southeasterly, along said proposed northerly right-of-way line and the arc of said curve to the left, for a distance of 179.46 feet to the POINT OF BEGINNING and CONTAINING 140,899 square feet or 3.235 acres of land, more or less.



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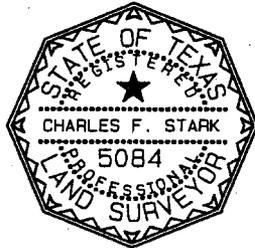


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EXHIBIT "A"
PARCEL NO. 3A
R.O.W. DEDICATION
BEING A

140,899 SQ.FT., 3.235 ACRE TRACT
OF LAND

OUT OF THE
JEREMIAH MUNCY SURVEY
ABSTRACT NO. 621
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS



SCALE: 1"=300'



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

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**EXHIBIT "A"
The Property****R.O.W. DEDICATION
LOS RIOS BOULEVARD****PARCEL NO. 4A**

BEING a 3.882 acre tract of land, out of the Jeremiah Muncy Survey, Abstract No. 621, and the WM. McCreary Survey, Abstract No. 601, Collin County, Texas, City of Plano, and being a portion of a tract of land, conveyed by deed to City of Plano, as recorded in Volume 1483, Page 598, Deed Records, Collin County, Texas. Said 3.882 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, being in the approximate centerline of Morton Vale Road (a variable width R.O.W.), and being the northeast corner of a tract of land, (Parcel No. 3) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas, and being the northwest corner of said City of Plano tract recorded in said Volume 1483, Page 598;

THENCE South 12°48'43" East, leaving said approximate centerline of Morton Vale Road, and following along the common line of said City of Plano tracts, for a distance of 343.64 feet to a set 1/2 inch iron rod for corner, said point being in the proposed northerly right-of-way line of Los Rios Boulevard (a variable width R.O.W.), and being the point of curvature of a non-tangent curve to the left, having a delta of 16°22'43", a radius of 2145.00 feet and a chord bearing and distance of South 76°40'18" East, 611.09 feet, and being the **POINT OF BEGINNING**;

THENCE southeasterly, leaving said common line, and following along said proposed northerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the left, for a distance of 613.18 feet to a set 1/2 inch iron rod for corner;

THENCE South 84°51'40" East, continuing along said proposed northerly right-of-way line, for a distance of 200.00 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 01°04'50", a radius of 2855.00 feet and a chord bearing and distance of South 84°19'15" East, 53.84 feet;

THENCE southeasterly, along said proposed northerly right-of-way line and the arc of said curve to the right, for a distance of 53.84 feet to a set 1/2 inch iron rod for corner, said point being in the west line of a tract of land, (Parcel No. 5) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas;

THENCE South 06°28'29" East, leaving said proposed northerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 192.95 feet to a set 1/2 inch iron for corner, said point being in the proposed southerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 06°40'56", a radius of 1544.50 feet and a chord bearing and distance of North 88°12'08" West, 180.03 feet;

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THENCE northwesterly, leaving said common line, and following along said proposed southerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 180.13 feet to a set 1/2 inch iron rod for corner;

THENCE North $84^{\circ}51'40''$ West, continuing along said proposed southerly right-of-way line, for a distance of 112.96 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of $13^{\circ}06'13''$, a radius of 2345.00 feet and a chord bearing and distance of North $78^{\circ}18'33''$ West, 535.14 feet;

THENCE northwesterly, along said proposed southerly right-of-way line and the arc of said curve to the right, for a distance of 536.31 feet to a set 1/2 inch iron rod for corner, said point being in said common line of City of Plano tract (Parcel No. 3) and said City of Plano tract, as recorded in Volume 1483, Page 598;

THENCE North $12^{\circ}48'43''$ West, leaving said southerly right-of-way line, and following along said common line, for a distance of 237.55 feet to the POINT OF BEGINNING and CONTAINING 169,079 square feet or 3.882 acres of land, more or less.



DRAFT

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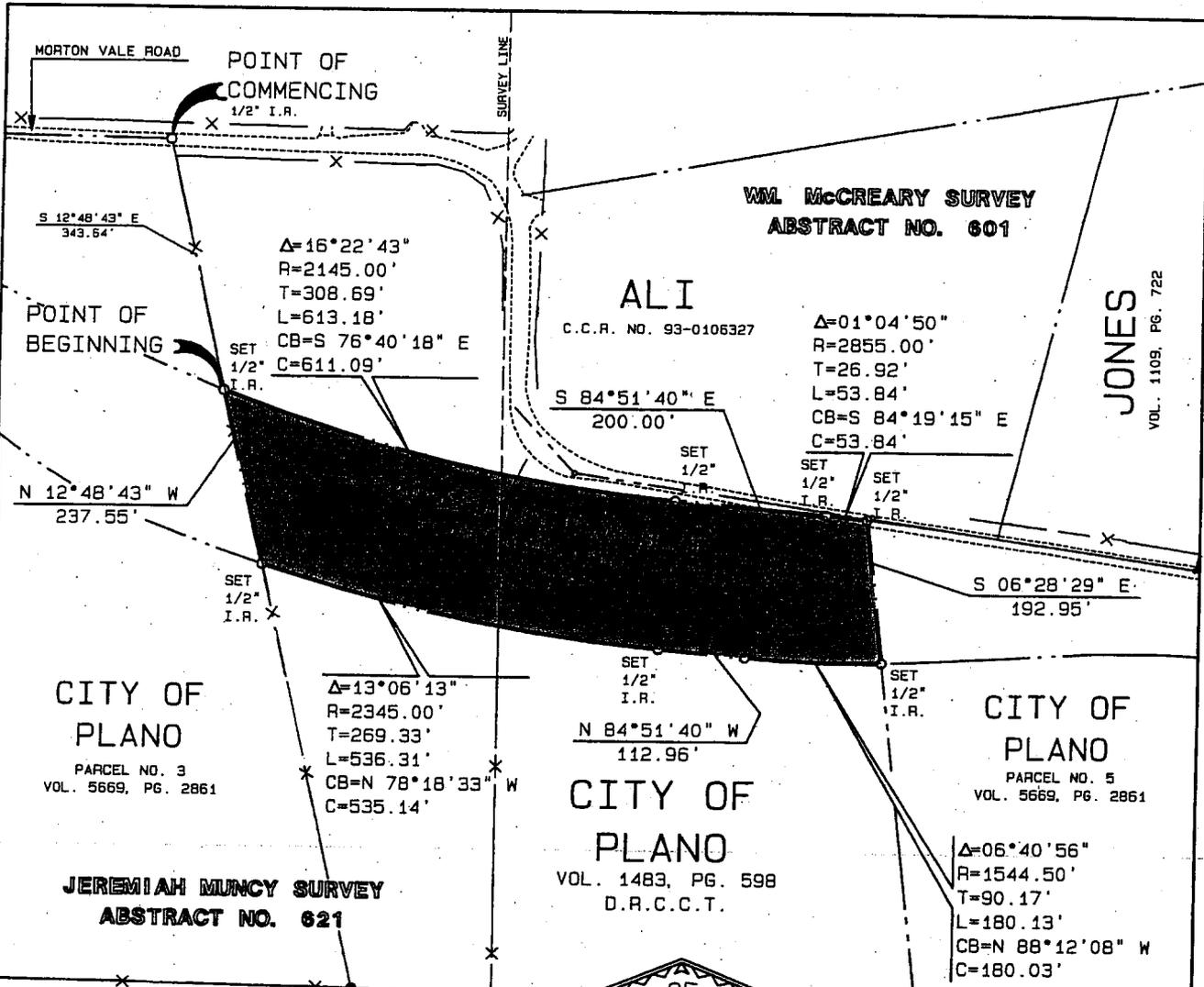
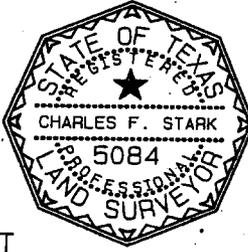


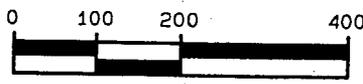
EXHIBIT "A"
 PARCEL NO. 4A
 R.O.W. DEDICATION
 BEING A
 169,079 SQ.FT., 3.882 ACRE TRACT
 OF LAND
 OUT OF THE
 JEREMIAH MUNCY SURVEY
 ABSTRACT NO. 621
 AND THE
 W.M. McCREARY SURVEY
 ABSTRACT NO. 601
 CITY OF PLANO, TEXAS
 COLLIN COUNTY, TEXAS

m-14

PROJECT NO. 9016-2323



DRAFT



SCALE: 1"=200'



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535

DATE: JUNE, 2004

EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 5A**

BEING a 3.369 acre tract of land, out of the WM. McCreary Survey, Abstract No. 601, Collin County, Texas, City of Plano, and being a portion of a tract of land, (Parcel No. 5) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas. Said 3.369 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, being in the approximate centerline of Morton Vale Road (a variable width R.O.W.), and being the northwest corner of said City of Plano tract, and being in the south line of a tract of land conveyed by deed to Elizabeth Eckert Ali, as recorded in Collin County Court Record No. 93-0106327;

THENCE South 06°28'29" East, for a distance of 2.18 feet to a set 1/2 inch iron rod for corner, said point being in the proposed northerly right-of-way line of Los Rios Boulevard (a variable width R.O.W.), and being the point of curvature of a non-tangent curve to the right, having a delta of 02°12'14", a radius of 2855.00 feet and a chord bearing and distance of South 82°40'43" East, 109.81 feet, and being the **POINT OF BEGINNING**;

THENCE southeasterly, along said approximate centerline of Morton Vale Road, and along said proposed northerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 109.81 feet to a set 1/2 inch iron rod for corner;

THENCE South 81°34'36" East, continuing along said approximate centerline and said proposed northerly right-of-way line, for a distance of 941.40 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 07°45'17", a radius of 1055.00 feet and a chord bearing and distance of South 77°41'58" East, 142.68 feet;

THENCE southeasterly, along said approximate centerline, and said proposed northerly right-of-way line and the arc of said curve to the right, for a distance of 142.79 feet to a set 1/2 inch iron rod for corner, said point being the northwest corner of a tract of land, (Parcel No. 6A) conveyed by deed to said City of Plano, as recorded in said Volume 5669, Page 2861, Deed Records, Collin County, Texas;

THENCE South 03°56'25" West, leaving said approximate centerline and proposed northerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 112.87 feet to a set 1/2 inch iron rod for corner, said point being in the proposed southerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the left, having a delta of 09°12'20", a radius of 945.00 feet and a chord bearing and distance of North 76°58'26" West, 151.67 feet;

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THENCE northwesterly, leaving said common line, and following along said proposed southerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the left, for a distance of 151.83 feet to a set 1/2 inch iron rod for corner;

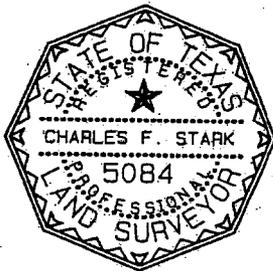
THENCE North $81^{\circ}34'36''$ West, continuing along said proposed southerly right-of-way line, for a distance of 489.97 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of $11^{\circ}41'29''$, a radius of 1254.50 feet and a chord bearing and distance of North $87^{\circ}25'21''$ West, 255.54 feet;

THENCE northwesterly, along said proposed southerly right-of-way line and the arc of said curve to the left, for a distance of 255.98 feet to a set 1/2 inch iron rod for corner;

THENCE South $86^{\circ}43'55''$ West, continuing along said proposed southerly right-of-way line, for a distance of 216.22 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of $01^{\circ}43'29''$, a radius of 1544.50 feet and a chord bearing and distance of South $87^{\circ}35'39''$ West, 46.49 feet;

THENCE southwesterly, along said proposed southerly right-of-way line and the arc of said curve to the right, for a distance of 46.49 feet to a set 1/2 inch iron rod for corner, said point being in the east line of a tract of land conveyed by deed to said City of Plano, as recorded in Volume 1483, Page 598, Deed Records, Collin County, Texas;

THENCE North $06^{\circ}28'29''$ West, leaving said proposed southerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 192.95 to the POINT OF BEGINNING and CONTAINING 146,768 square feet or 3.369 acres of land, more or less.



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EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 6A**

BEING a 1.024 acre tract of land, out of the W.J. Jackson Survey, Abstract No. 485, and the A.M. Hatfield Survey, Abstract No. 432, Collin County, Texas, City of Plano, and being all of a tract of land (Parcel No. 6A), conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas. Said 1.024 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said point being the northwest corner of a tract of land (Tract 6), conveyed by deed to Todd Andrew Moore-Jonathan Moore Family Limited Partnership, Ltd., as recorded in County Clerk Record No. 97-0017329 and 97-0017330, Collin County, Texas, and the southeast corner of a tract of land, conveyed by deed to Eric L. Jones, as recorded in Volume 1332, Page 127, Deed Records, Collin County, Texas, also being the southwest corner of a tract of land, conveyed by deed to Colony West, as recorded in Volume 676, Page 45, Deed Records, Collin County, Texas;

THENCE South 03°56'25" West, for a distance of 9.68 feet to a set 1/2 inch iron rod for corner, said point being the northwest corner of said Parcel No. 6A and being in the proposed northerly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.), and being the point of curvature of a non-tangent curve to the right, having a delta of 27°36'44", a radius of 1055.00 feet and a chord bearing and distance of South 60°00'57" East, 503.52 feet, and also being the **POINT OF BEGINNING**;

THENCE southeasterly, along said proposed northerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 508.43 feet to a set 1/2 inch iron rod for corner, said point being in the north line of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5539, Page 4821, Deed Records, Collin County, Texas;

THENCE North 88°14'00" West, leaving said proposed northerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 178.24 feet to a set 1/2 inch iron rod for corner, said point being in the proposed southerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the left, having a delta of 18°06'25", a radius of 945.00 feet and a chord bearing and distance of North 63°19'04" West, 297.40 feet;

THENCE northwesterly, leaving said common line, and following along said proposed southerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the left, for a distance of 298.64 feet to a set 1/2 inch iron rod for corner, said point being in the east line of a tract of land (Parcel No. 5), conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas;

THENCE North 03°56'25" East, leaving said proposed southerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 112.87 feet

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to the POINT OF BEGINNING and CONTAINING 44,621 square feet or 1.024 acres of land, more or less.



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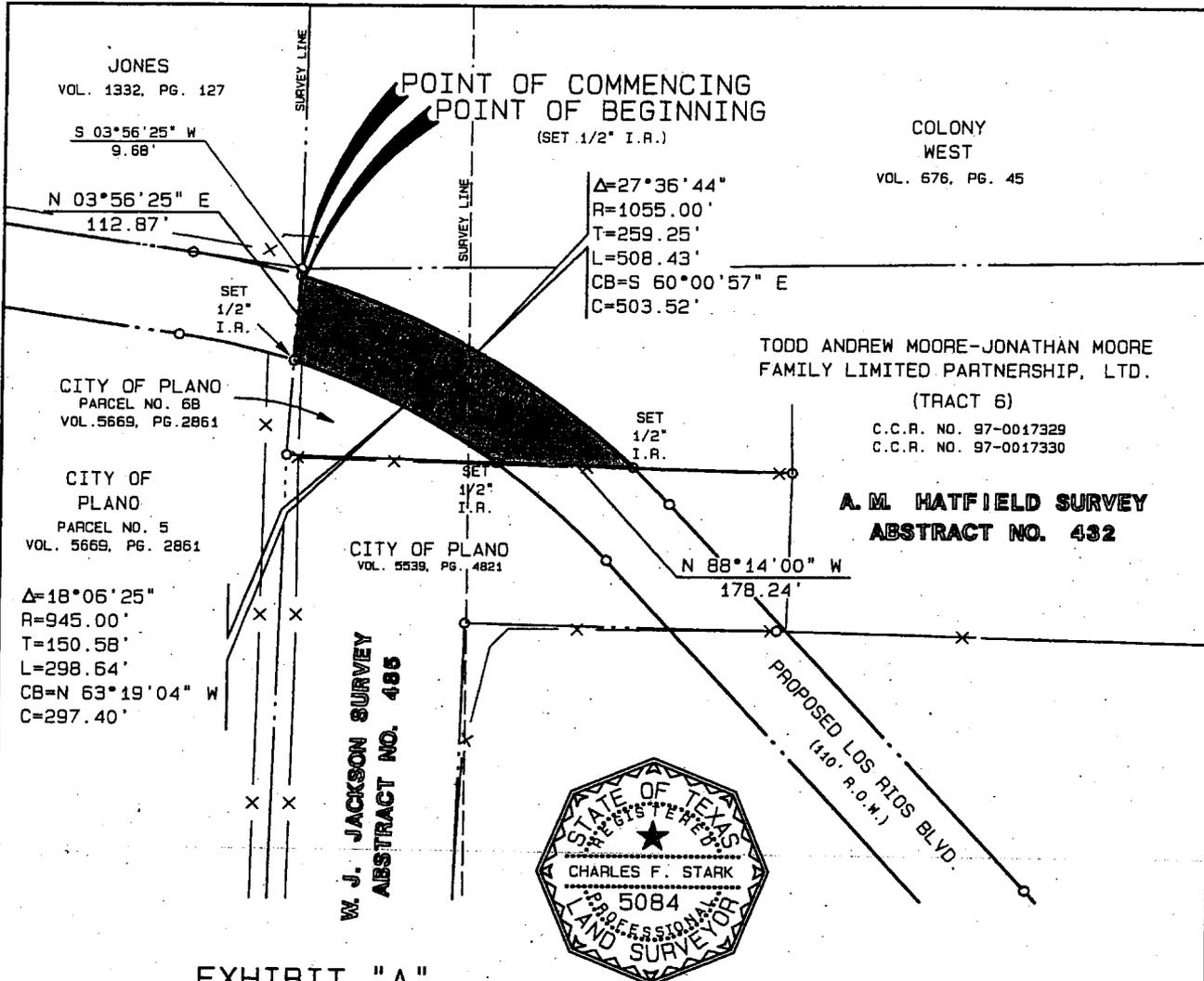


EXHIBIT "A"
PARCEL NO. 6A
R.O.W. DEDICATION
BEING A
44,621 SQ.FT., 1.024 ACRE TRACT
OF LAND
OUT OF THE
W.J. JACKSON SURVEY
ABSTRACT NO. 485
AND THE
A.M. HATFIELD SURVEY
ABSTRACT NO. 432
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS

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SCALE: 1"=200'



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

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EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 7A**

BEING a 0.764 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432, Collin County, Texas, City of Plano, and being a portion of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5539, Page 4821, Deed Records, Collin County, Texas. Said 0.764 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2 inch iron rod for corner, said point being the eastmost southeast corner of said City of Plano tract, and being a southwest corner of a tract of land, (Tract 6) conveyed by deed to Todd Andrew Moore-Jonathan Moore Family Limited Partnership, Ltd., as recorded in County Clerk Record No. 97-0017329 and 97-0017330, Collin County, Texas, and being in the north line of a tract of land conveyed by deed to said City of Plano, as recorded in Volume 1769, Page 769, Deed Records, Collin County, Texas, said point also being in the proposed easterly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.);

THENCE North 88°22'36" West, leaving said proposed easterly right-of-way line of Los Rios Boulevard, and following along the common line of said City of Plano tracts, for a distance of 12.38 feet to a set 1/2 inch iron rod for corner;

THENCE North 88°46'00" West, continuing along said common line, for a distance of 140.05 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of said Los Rios Boulevard;

THENCE North 42°32'36" West, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard, for a distance of 121.46 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 11°43'16", a radius of 945.00 feet and a chord bearing and distance of North 48°24'14" West, 192.98 feet;

THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the left, for a distance of 193.32 feet to a set 1/2 inch iron rod for corner, said point being in the south line of a tract of land, (Parcel No. 6A) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2861, Deed Records, Collin County, Texas;

THENCE South 88°14'00" East, leaving said proposed westerly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 178.24 feet to a set 1/2 inch iron rod for corner, said point being in the said proposed easterly right-of-way line of Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 03°39'59", a radius of 1055.00 feet and a chord bearing and distance of South 44°22'35" East, 67.50 feet;

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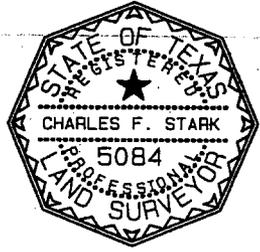
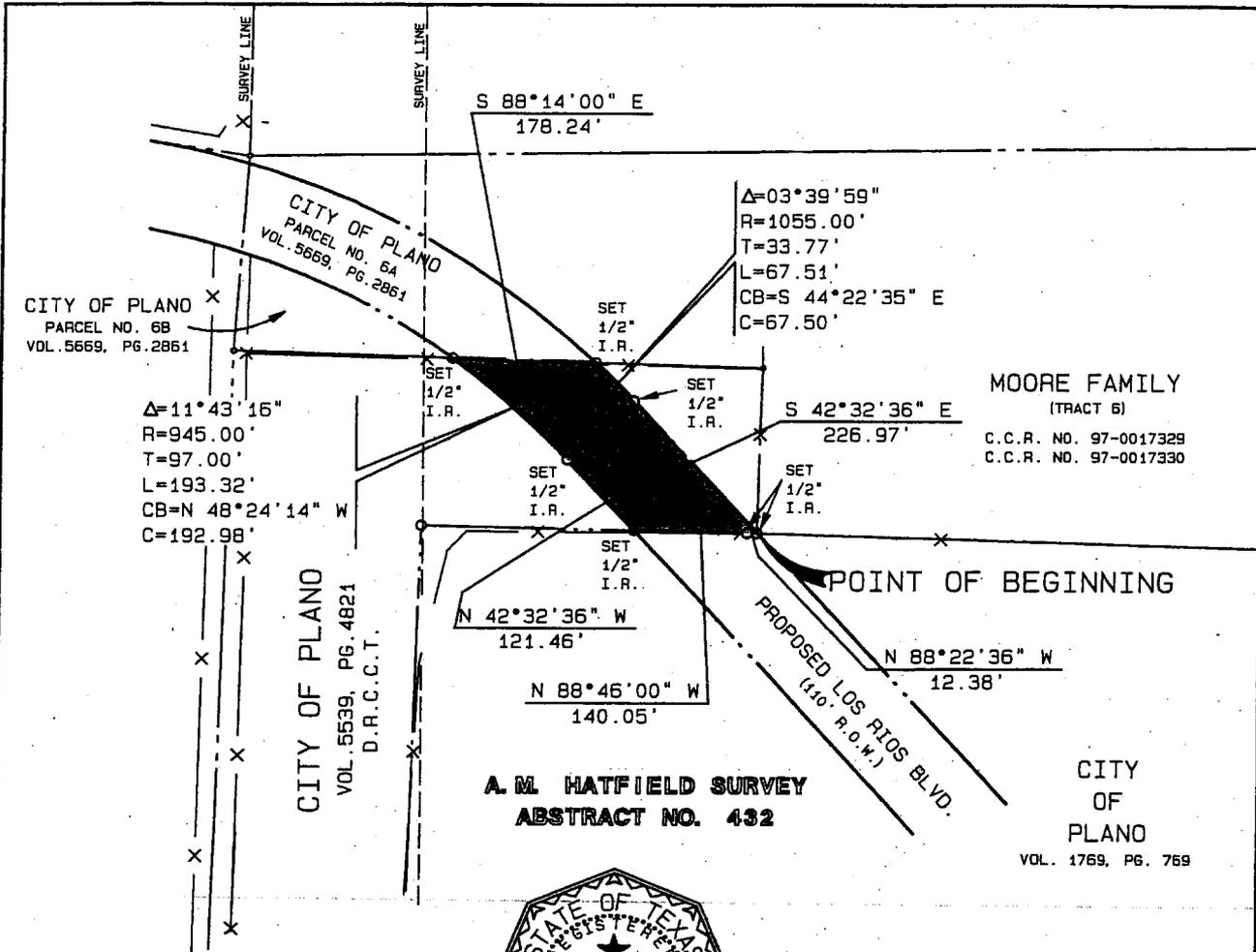
THENCE southeasterly, leaving said common line, and following along said proposed easterly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 67.51 feet to a set 1/2 inch iron rod for corner;

THENCE South 42°32'36" East, continuing along said proposed easterly right-of-way line, for a distance of 226.97 feet to the POINT OF BEGINNING and CONTAINING 33,273 square feet or 0.764 acres of land, more or less.



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EXHIBIT "A"

PARCEL NO. 7A

R.O.W. DEDICATION

BEING A

33, 273 SQ.FT., 0.764 ACRE TRACT
OF LAND

OUT OF THE

A.M. HATFIELD SURVEY
ABSTRACT NO. 432
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS



SCALE: 1"=200'



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

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EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 8A**

BEING a 3.958 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432, Collin County, Texas, City of Plano, and being a portion of a tract of land, conveyed by deed to the City of Plano, as recorded in Volume 1769, Page 769, Deed Records, Collin County, Texas. Said 3.958 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2 inch iron rod for corner, said point being the eastmost southeast corner of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5539, Page 4821, Deed Records, Collin County, Texas, and being a southwest corner of a tract of land, (Tract 6) conveyed by deed to Todd Andrew Moore-Jonathan Moore Family Limited Partnership, Ltd., as recorded in County Clerk Record No. 97-0017329 and 97-0017330, Collin County, Texas, and being in the north line of said City of Plano tract Volume 1769, Page 769, said point also being in the proposed easterly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W. at this point);

THENCE South 42°32'36" East, along said proposed easterly right-of-way line of Los Rios Boulevard, for a distance of 462.52 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 29°46'05", a radius of 1055.00 feet and a chord bearing and distance of South 27°39'33" East, 541.98 feet;

THENCE southeasterly, along said proposed easterly right-of-way line (a variable width R.O.W at this point) and the arc of said curve to the right, for a distance of 548.13 feet to a set 1/2 inch iron rod for corner;

THENCE South 12°46'31" East, continuing along said proposed easterly right-of-way line, for a distance of 147.47 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 09°33'40", a radius of 1055.00 feet and a chord bearing and distance of South 07°59'40" East, 175.85 feet;

THENCE southeasterly, along said proposed easterly right-of-way line and the arc of said curve to the right, for a distance of 176.05 feet to a set 1/2 inch iron rod for corner, said point being in the north line of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 1926, Page 62, Deed Records, Collin County, Texas;

THENCE North 88°47'40" West, leaving said proposed easterly right-of-way line, and following along the common line of said City of Plano tracts, for a distance of 154.93 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of said Los Rios Boulevard;

THENCE North 12°46'31" West, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard, for a distance of 203.83 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to

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the right, having a delta of $04^{\circ}37'59''$, a radius of 1044.50 feet and a chord bearing and distance of North $10^{\circ}27'31''$ West, 84.44 feet;

THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the right, for a distance of 84.46 feet to a set 1/2 inch iron rod for corner;

THENCE North $08^{\circ}08'32''$ West, continuing along said proposed westerly right-of-way line, for a distance of 116.61 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of $31^{\circ}52'33''$, a radius of 582.00 feet and a chord bearing and distance of North $24^{\circ}04'48''$ West, 319.63 feet;

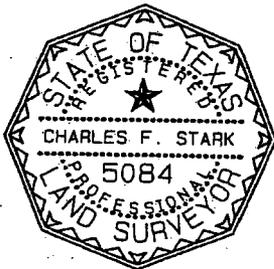
THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the left, for a distance of 323.79 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a compound curve to the left, having a delta of $02^{\circ}31'31''$, a radius of 945.00 feet and a chord bearing and distance of North $41^{\circ}16'50''$ West, 41.65 feet;

THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said compound curve to the left, for a distance of 41.65 feet to a set 1/2 inch iron rod for corner;

THENCE North $42^{\circ}32'36''$ West, continuing along said proposed westerly right-of-way line, for a distance of 568.04 feet to a set 1/2 inch iron rod for corner, said point being in the south line of said City of Plano tract Volume 5539, Page 4821, and said north line of said City of Plano tract Volume 1769, Page 769, being a common line;

THENCE South $88^{\circ}46'00''$ East, leaving said proposed westerly right-of-way line, and following along said common line, for a distance of 140.05 feet to a set 1/2 inch iron rod for corner;

THENCE South $88^{\circ}22'36''$ East, continuing along said common line, for a distance of 12.38 feet to the POINT OF BEGINNING and CONTAINING 172,417 square feet or 3.958 acres of land, more or less.



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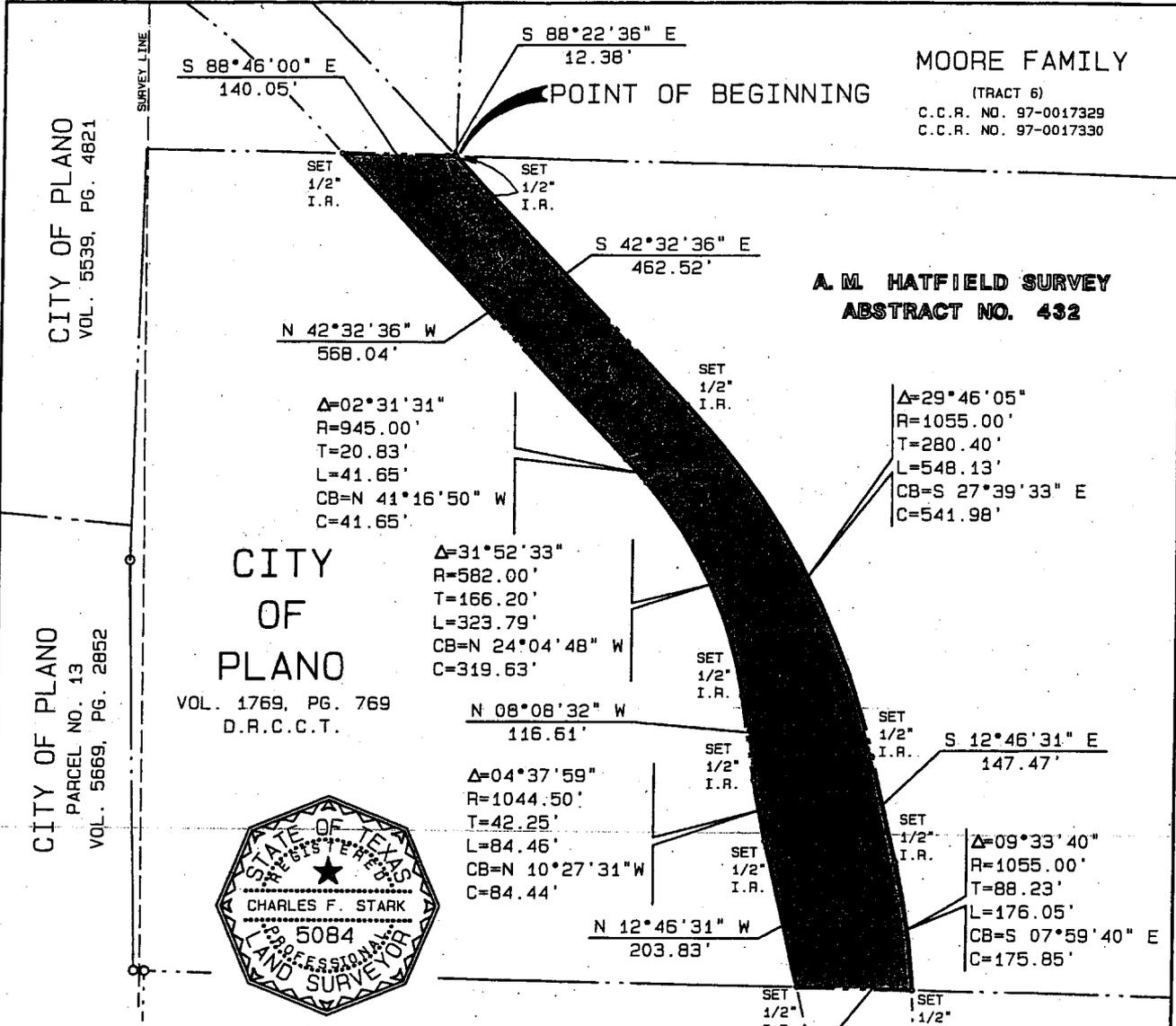


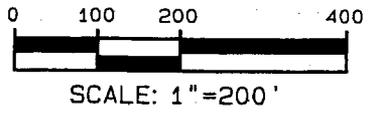
EXHIBIT "A"
 PARCEL NO. 8A
 R.O.W. DEDICATION
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CITY
 OF
 PLANO
 VOL. 1926, PG. 62

172,417 SQ.FT., 3.958 ACRE TRACT
 OF LAND



OUT OF THE
 A.M. HATFIELD SURVEY
 ABSTRACT NO. 432
 CITY OF PLANO, TEXAS
 COLLIN COUNTY, TEXAS

Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535

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EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 9A**

BEING a 1.113 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432, Collin County, Texas, City of Plano, and being a portion of a tract of land conveyed by deed to City of Plano, as recorded in Volume 1926, Page 62, Deed Records, Collin County, Texas. Said 1.113 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, said point being the most northerly northwest corner of a tract of land, (Parcel No. 10) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2844, Deed Records, Collin County, Texas, and being in the south line of said City of Plano tract Volume 1926, Page 62;

THENCE South 88°42'12" East, along the common line of said City of Plano tracts, for a distance of 42.19 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of Los Rios Boulevard (a variable width R.O.W.), and being the **POINT OF BEGINNING**;

THENCE North 05°03'57" East, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard, for a distance of 116.89 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 17°50'27", a radius of 655.00 feet and a chord bearing and distance of North 03°51'17" West, 203.13 feet;

THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the left, for a distance of 203.96 feet to a set 1/2 inch iron rod for corner;

THENCE North 12°46'31" West, continuing along said proposed westerly right-of-way line, for a distance of 78.60 feet to a set 1/2 inch iron rod for corner, said point being in the south line of a tract of land, conveyed by deed to the said City of Plano, as recorded in Volume 1769, Page 769, Deed Records, Collin County, Texas;

THENCE South 88°47'40" East, leaving said proposed westerly right-of-way line, and following along said south line of said City of Plano tract Volume 1769, Page 769 and the north line of said City of Plano tract Volume 1926, Page 62, being a common line, for a distance of 154.93 feet to a set 1/2 inch iron rod for corner, said point being in the proposed easterly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 08°16'47", a radius of 1055.00 feet and a chord bearing and distance of South 00°55'33" West, 152.32 feet;

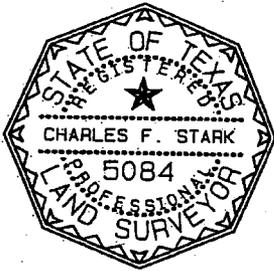
THENCE southwesterly, leaving said common line, and following along said proposed easterly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 152.45 feet to a set 1/2 inch iron rod for corner;

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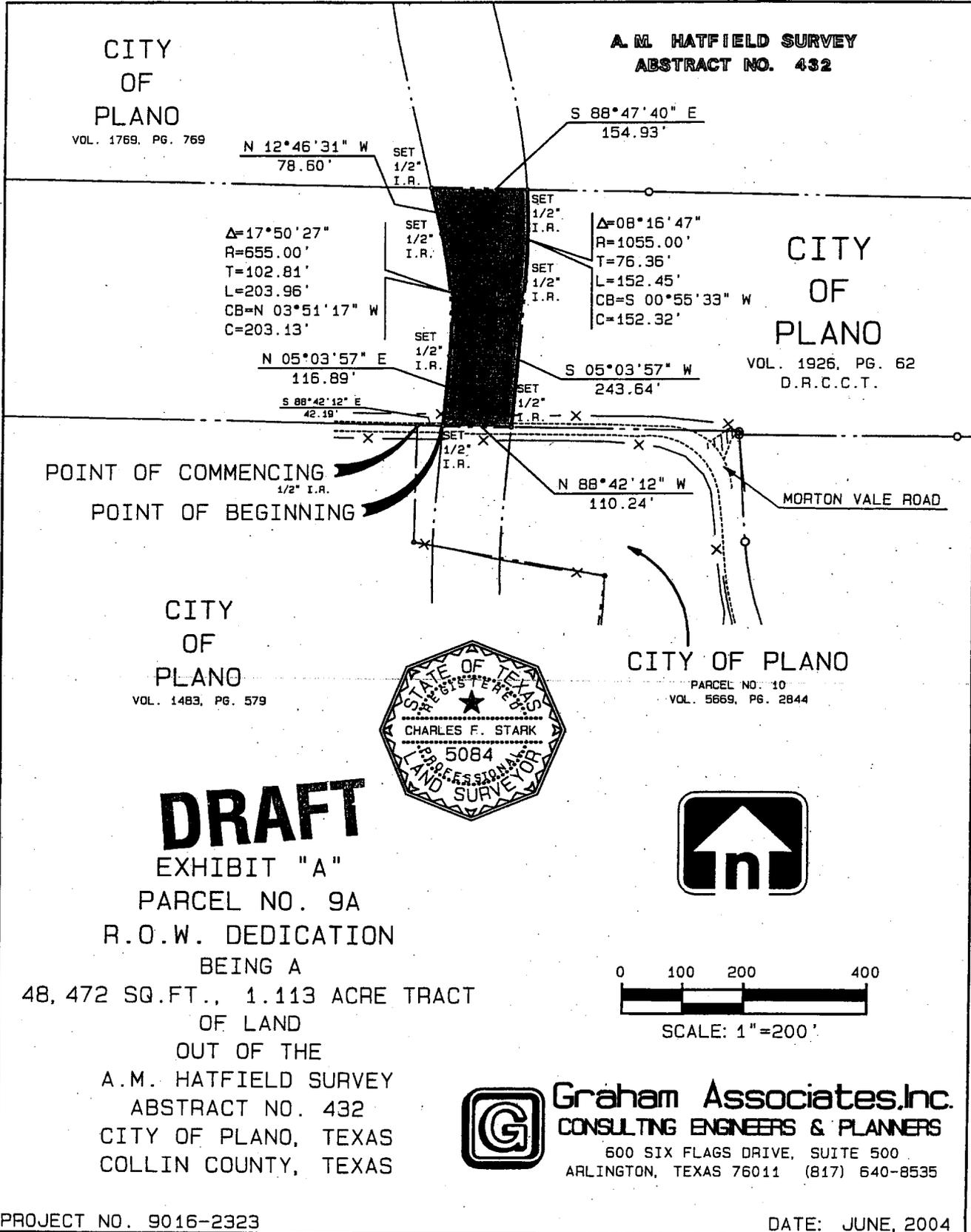
THENCE South $05^{\circ}03'57''$ West, continuing along said proposed easterly right-of-way line, for a distance of 243.64 feet to a set 1/2 inch iron rod for corner, said point being in the said north line of Parcel No. 10, and said south line of City of Plano tract Volume 1926, Page 62, being a common line;

THENCE North $88^{\circ}42'12''$ West, leaving said proposed easterly right-of-way line, and following along said common line, for a distance of 110.24 feet to the POINT OF BEGINNING and CONTAINING 48,472 square feet or 1.113 acres of land, more or less.



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CITY OF PLANO

VOL. 1769, PG. 769

A.M. HATFIELD SURVEY
ABSTRACT NO. 432

CITY OF PLANO

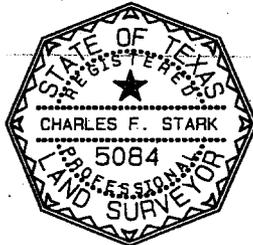
VOL. 1926, PG. 62
D.R.C.C.T.

CITY OF PLANO

VOL. 1483, PG. 579

CITY OF PLANO

PARCEL NO. 10
VOL. 5669, PG. 2844



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EXHIBIT "A"
PARCEL NO. 9A

R.O.W. DEDICATION

BEING A

48,472 SQ.FT., 1.113 ACRE TRACT
OF LAND

OUT OF THE

A.M. HATFIELD SURVEY
ABSTRACT NO. 432
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS



SCALE: 1"=200'



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

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**EXHIBIT "A"
The Property****R.O.W. DEDICATION
LOS RIOS BOULEVARD****PARCEL NO. 10A**

BEING a 0.529 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432, Collin County, Texas, City of Plano, and being a portion of a tract of land, (Parcel No. 10) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2844, Deed Records, Collin County, Texas. Said 0.529 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, said point being the most northerly northwest corner of said Parcel No. 10, and the most northerly northeasterly corner of a tract of land conveyed by deed to the City of Plano, as recorded in Volume 1483, Page 579, Deed Records, Collin County, Texas, and being in the south line of a tract of land conveyed by deed to the City of Plano, as recorded in Volume 1926, Page 62, Deed Records, Collin County, Texas;

THENCE South 88°42'12" East, along the north line of said Parcel No. 10 and the south line of said City of Plano tract Volume 1926, Page 62, being a common line, for a distance of 42.19 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.), and being the **POINT OF BEGINNING**;

THENCE South 88°42'12" East, leaving said proposed westerly right-of-way line of Los Rios Boulevard, and continuing along said common line, for a distance of 110.24 feet to a set 1/2 inch iron rod for corner, said point being in the proposed easterly right-of-way line of Los Rios Boulevard;

THENCE South 05°03'57" West, leaving said common line, and following along said proposed easterly right-of-way line of Los Rios Boulevard, for a distance of 151.84 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 04°01'13", a radius of 945.00 feet and a chord bearing and distance of South 03°03'20" West, 66.30 feet;

THENCE southwesterly, along said proposed easterly right-of-way line and the arc of said curve to the left, for a distance of 66.31 feet to a set 1/2 inch iron rod for corner, said point being in the common line of the most northerly south line of said Parcel No. 10, and a northerly line of said City of Plano tract Volume 1483, Page 579;

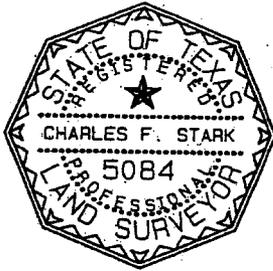
THENCE North 79°35'05" West, leaving said proposed easterly right-of-way line and following along said common line, for a distance of 111.33 feet to a set 1/2 inch iron rod for corner, said point being in said proposed westerly right-of-way line of Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of 03°02'10", a radius of 1055.00 feet and a chord bearing and distance of North 03°32'52" East, 55.90 feet;

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M-30

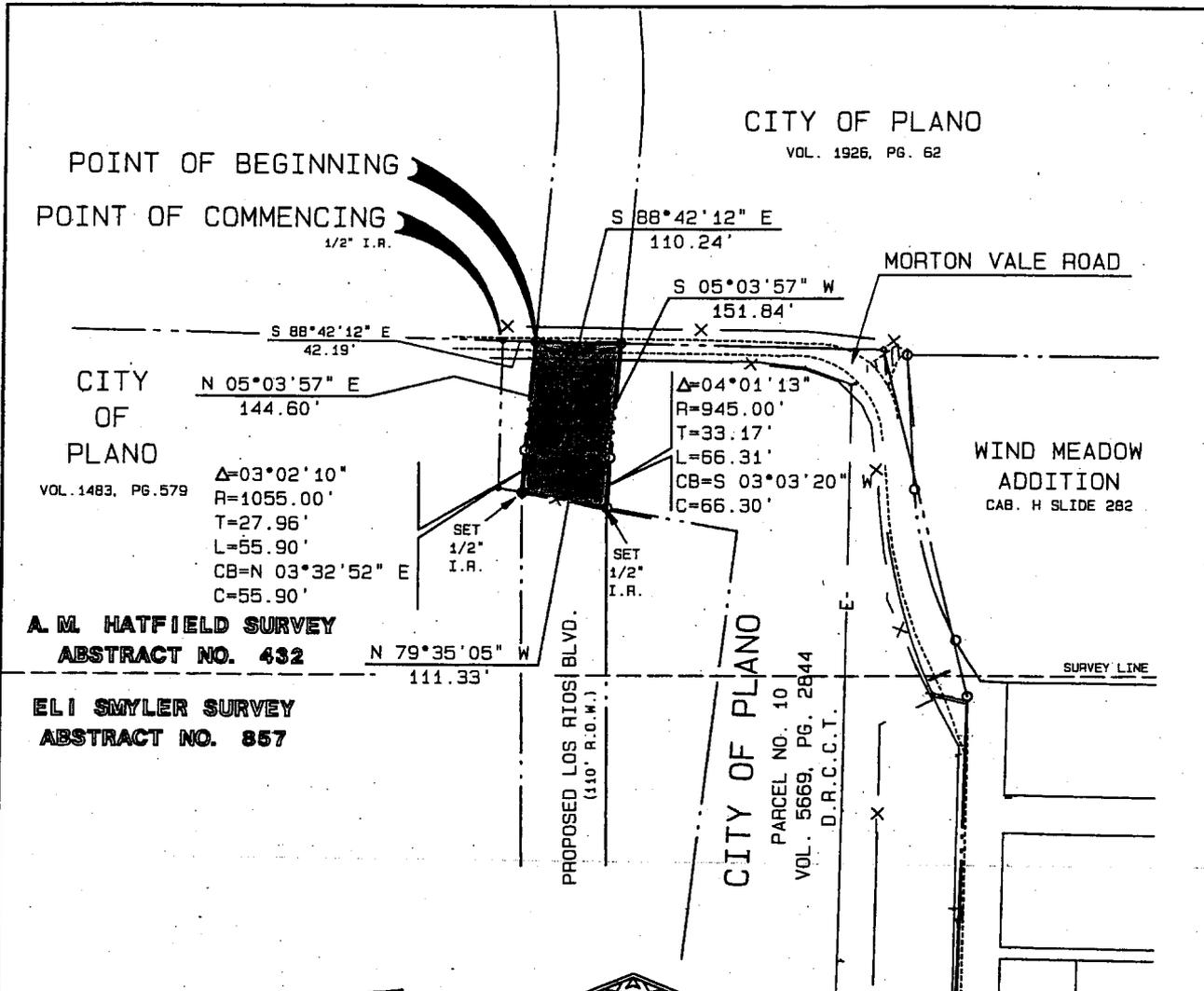
THENCE northeasterly, leaving said common line, and following along said proposed westerly right-of-way line and the arc of said non-tangent curve to the right, for a distance of 55.90 feet to a set 1/2 inch iron rod for corner;

THENCE North 05°03'57" East, continuing along said proposed westerly right-of-way line, for a distance of 144.60 feet to the POINT OF BEGINNING and CONTAINING 23,025 square feet or 0.529 acres of land, more or less.



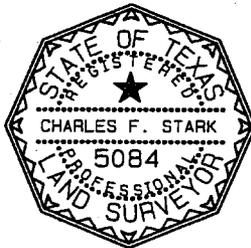
DRAFT

M-31

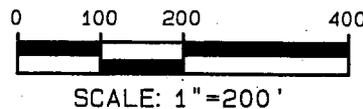


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EXHIBIT "A"
PARCEL NO. 10A
R.O.W. DEDICATION



BEING A
23,025 SQ.FT., 0.529 ACRE TRACT
OF LAND
OUT OF THE



M-32

A.M. HATFIELD SURVEY
ABSTRACT NO. 432
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 10B**

BEING a 0.755 acre tract of land, out of the Eli Smyler Survey, Abstract No. 857, Collin County, Texas, City of Plano, and being a portion of a tract of land, (Parcel No. 10) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2844, Deed Records, Collin County, Texas. Said 0.755 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod for corner, said point being the most westerly P.I. of the east line of said Parcel No. 10, and being the northwest corner of a tract of land, conveyed by deed to said City of Plano, as recorded in Volume 5140, Page 3711, Deed Records, Collin County, Texas;

THENCE South 01°58'08" West, along said east line of Parcel No. 10 and the west line of said City of Plano tract, being a common line, for a distance of 59.94 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.);

THENCE North 43°07'25" West, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard, for a distance of 69.99 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 12°22'52", a radius of 805.00 feet and a chord bearing and distance of North 36°55'59" West, 173.62 feet;

THENCE northwesterly, along said proposed westerly right-of-way line and the arc of said curve to the right, for a distance of 173.95 feet to a set 1/2 inch iron rod for corner, said point being in the most easterly west line of said Parcel No. 10, and the east line of a tract of land conveyed by deed to said City of Plano, as recorded in Volume 1483, Page 579, Deed Records, Collin County, Texas;

THENCE North 06°31'10" East, leaving said proposed westerly right-of-way line, and following along said west line of Parcel No. 10 and said east line of City of Plano tract Volume 1483, Page 579, being a common line, for a distance of 218.04 feet to a set 1/2 inch iron rod for corner, said point being in the proposed easterly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the left, having a delta of 26°50'24", a radius of 695.00 feet and a chord bearing and distance of South 29°42'13" East, 322.60 feet;

THENCE southeasterly, leaving said common line, and following along said proposed easterly right-of-way line and the arc of said non-tangent curve to the left, for a distance of 325.57 feet to a set 1/2 inch iron rod for corner;

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M-33

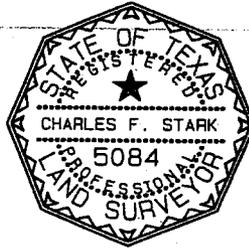
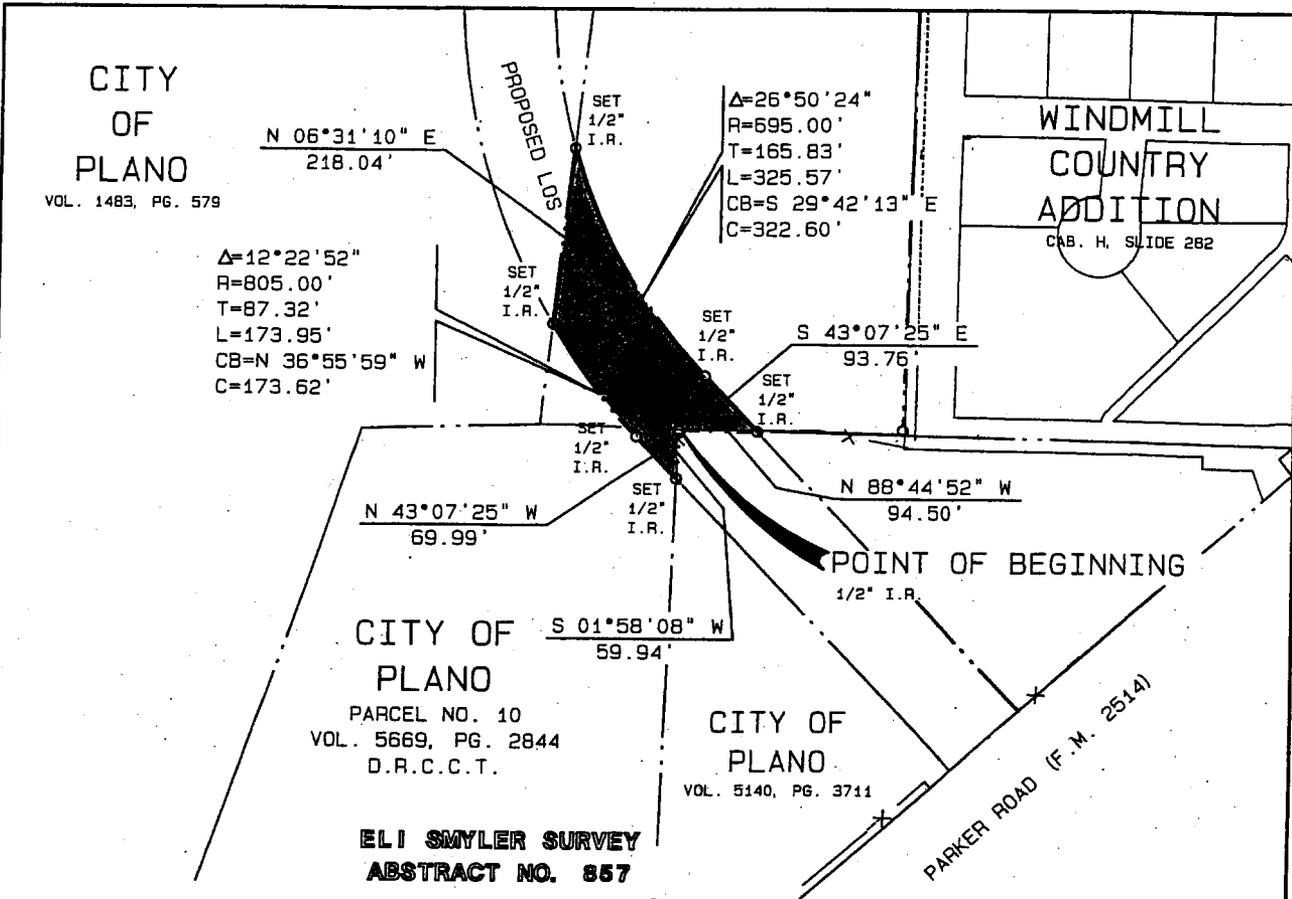
THENCE South 43°07'25" East, continuing along said proposed easterly right-of-way line, for a distance of 93.76 feet to a set 1/2 inch iron rod for corner, said point being in said common line of Parcel No. 10 and City of Plano tract Volume 5140, Page 3711;

THENCE North 88°44'52" West, leaving said proposed easterly right-of-way line, and following along said common line, for a distance of 94.50 feet to the POINT OF BEGINNING and CONTAINING 32,902 square feet or 0.755 acres of land, more or less.

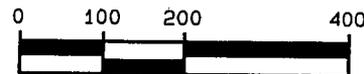


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M-34



DRAFT



SCALE: 1"=200'

EXHIBIT "A"
 PARCEL NO. 10B
 R.O.W. DEDICATION
 BEING A
 32,902 SQ. FT., 0.755 ACRE TRACT
 OF LAND
 OUT OF THE
 ELI SMYLER SURVEY
 ABSTRACT NO. 857
 CITY OF PLANO, TEXAS
 COLLIN COUNTY, TEXAS



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535

M-35

EXHIBIT "A"
The Property**R.O.W. DEDICATION**
LOS RIOS BOULEVARD**PARCEL NO. 11A**

BEING a 3.313 acre tract of land, out of the A.M. Hatfield Survey, Abstract No. 432, and the Eli Smyler Survey, Abstract No. 857, Collin County, Texas, City of Plano, and being a portion of a tract of land conveyed by deed to said City of Plano, as recorded in Volume 1483, Page 579, Deed Records, Collin County, Texas. Said 3.313 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod for corner, said point being the most northerly southwest corner of a tract of land, (Parcel No. 10) conveyed by deed to said City of Plano, as recorded in Volume 5669, Page 2844, Deed Records, Collin County, Texas, and being a northeasterly corner of said City of Plano tract Volume 1483, Page 579;

THENCE South 79°35'05" East, along the southerly line of said Parcel No. 10 and the northerly line of said City of Plano tract, being a common line, for a distance of 31.15 feet to a set 1/2 inch iron rod for corner, said point being in the proposed westerly right-of-way line of Los Rios Boulevard (a 110 foot R.O.W.), and being the **POINT OF BEGINNING**;

THENCE South 79°35'05" East, leaving said proposed westerly right-of-way line, and continuing along said common line, for a distance of 111.33 feet to a set 1/2 inch iron rod for corner, said point being in the proposed easterly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the left, having a delta of 01°33'02", a radius of 945.00 feet and a chord bearing and distance of South 00°16'12" West, 25.58 feet;

THENCE southwesterly, leaving said common line, and following along said proposed easterly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the left, for a distance of 25.58 feet to a set 1/2 inch iron rod for corner;

THENCE South 00°30'19" East, continuing along said proposed easterly right-of-way line, for a distance of 960.79 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the left, having a delta of 15°46'41", a radius of 695.00 feet and a chord bearing and distance of South 08°23'40" East, 190.79 feet;

THENCE southeasterly, along said proposed easterly right-of-way line and the arc of said curve to the left, for a distance of 191.39 feet to a set 1/2 inch iron rod for corner, said point being in a west line of said Parcel No. 10;

THENCE South 06°31'10" West, leaving said proposed easterly right-of-way line, and following along said west line of Parcel No. 10 and a east line of said City of Plano tract, being a common line, for a distance of 218.04 feet to a set 1/2 inch iron rod for corner, said point being in said proposed westerly right-of-way line of said Los Rios Boulevard, and being the point of curvature of a non-tangent curve to the right, having a delta of

M-36

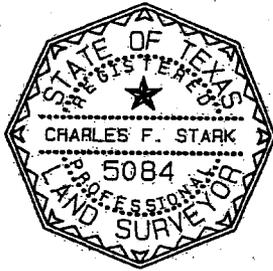
DRAFT

30°14'13", a radius of 805.00 feet and a chord bearing and distance of North 15°37'26" West, 419.91 feet;

THENCE northwesterly, leaving said common line, and following along said proposed westerly right-of-way line of Los Rios Boulevard and the arc of said non-tangent curve to the right, for a distance of 424.83 feet to a set 1/2 inch iron rod for corner;

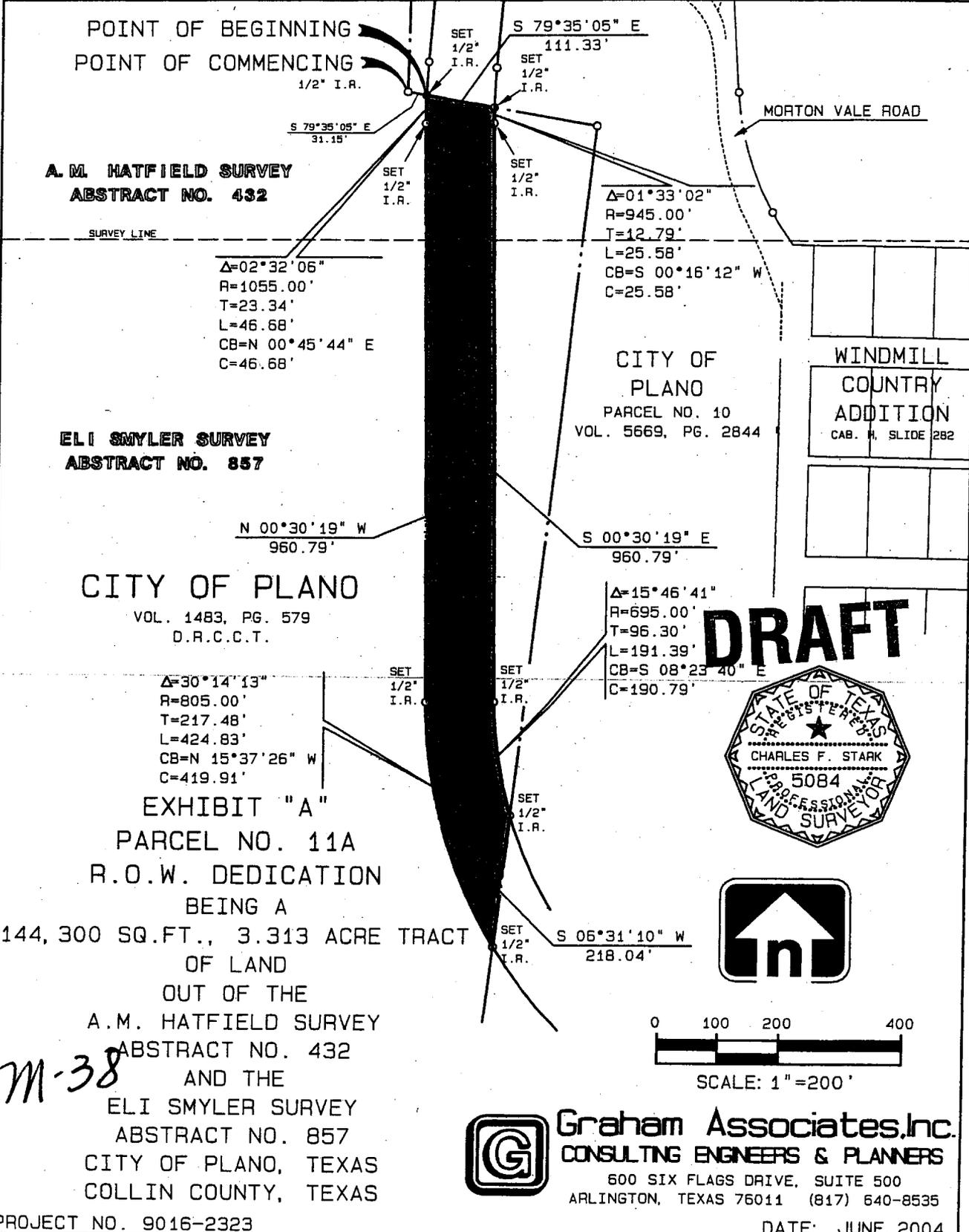
THENCE North 00°30'19" West, continuing along said proposed westerly right-of-way line, for a distance of 960.79 feet to a set 1/2 inch iron rod for corner, said point being the point of curvature of a curve to the right, having a delta of 02°32'06", a radius of 1055.00 feet and a chord bearing and distance of North 00°45'44" East, 46.68 feet;

THENCE northeasterly, along said proposed westerly right-of-way line and the arc of said curve to the right, for a distance of 46.68 feet to the POINT OF BEGINNING and CONTAINING 144,300 square feet or 3.313 acres of land, more or less.



DRAFT

M-37



POINT OF BEGINNING
POINT OF COMMENCING
1/2" I.R.

A. M. HATFIELD SURVEY
ABSTRACT NO. 432

SURVEY LINE

$\Delta=02^{\circ}32'05''$
R=1055.00'
T=23.34'
L=46.68'
CB=N 00°45'44" E
C=46.68'

ELI SMYLER SURVEY
ABSTRACT NO. 857

N 00°30'19" W
960.79'

CITY OF PLANO
VOL. 1483, PG. 579
D.R.C.C.T.

$\Delta=30^{\circ}14'13''$
R=805.00'
T=217.48'
L=424.83'
CB=N 15°37'26" W
C=419.91'

EXHIBIT "A"
PARCEL NO. 11A
R.O.W. DEDICATION
BEING A
144,300 SQ.FT., 3.313 ACRE TRACT
OF LAND
OUT OF THE

A.M. HATFIELD SURVEY
ABSTRACT NO. 432
AND THE
ELI SMYLER SURVEY
ABSTRACT NO. 857
CITY OF PLANO, TEXAS
COLLIN COUNTY, TEXAS

M-38

S 79°35'05" E
111.33'

SET 1/2" I.R.

SET 1/2" I.R.

MORTON VALE ROAD

$\Delta=01^{\circ}33'02''$
R=945.00'
T=12.79'
L=25.58'
CB=S 00°16'12" W
C=25.58'

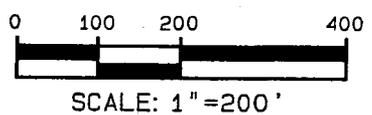
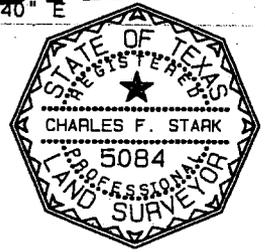
CITY OF PLANO
PARCEL NO. 10
VOL. 5669, PG. 2844

WINDMILL
COUNTRY
ADDITION
CAB. H. SLIDE 282

S 00°30'19" E
960.79'

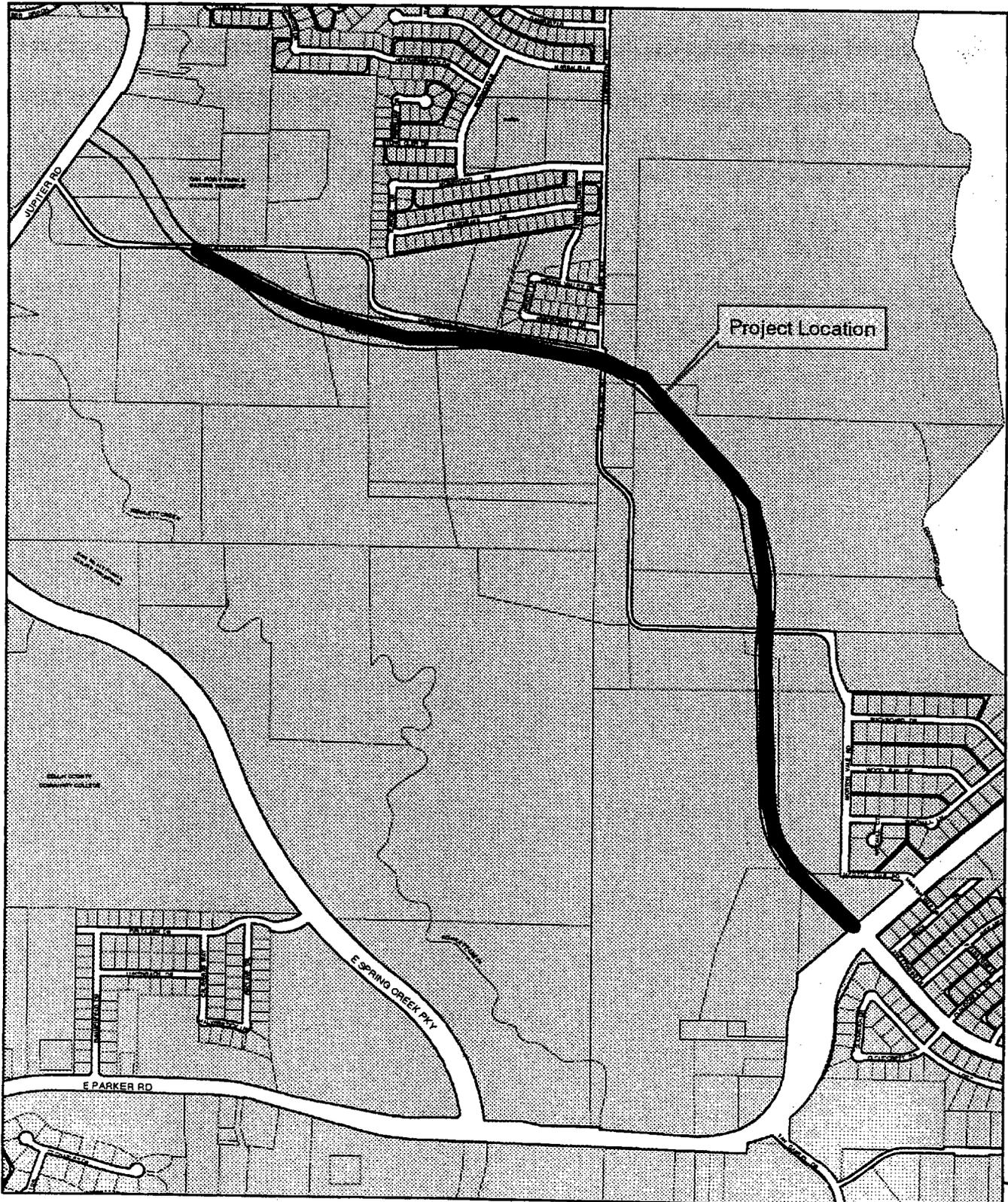
$\Delta=15^{\circ}46'41''$
R=695.00'
T=96.30'
L=191.39'
CB=S 08°23'40" E
C=190.79'

DRAFT



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

Los Rios Boulevard Phase I (Jupiter Rd. to Parker) Project No. 4808



M-39



**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:	03/16/05	Reviewed by Legal <i>JD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration	Initials	Date	
Department Head	Linda Keylon	Asst City Manager	<i>AK</i>	03-04-05
Dept Signature:	<i>Angela Gurley</i>	City Manager	<i>AK</i>	3/7/05
Agenda Coordinator (include phone #):	Angela Gurley x-7352			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving and authorizing refunds of property tax overpayments.				
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: Funds are disbursed by the Collin County Tax Office.				
SUMMARY OF ITEM				
Attached for your approval are property tax refunds totalling \$2,970.59				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
APPROVING AND AUTHORIZING 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 Exhibit "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 Exhibit "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 Director of Tax Collections 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.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

77-3

FIDO	Account Number	Year	GF / Loan
100001	P-9000-203-3341-A DIGITAL FAIRWAY 5700 GRANITE PKW STE 400 PLANO, TX 75024 23 City of Plano	2003	\$3.46
100001	P-9000-204-1313-A CLINESMITH ENTERPRISES INC GERALD CLINESMITH 3301 PARADISE VALLEY DR PLANO, TX 75025-5433 23 City of Plano	2003	\$1.50
100001	P-9000-293-1705-A LENSING GREGORY MD 5501 INDEPENDENCE PKWY PLANO, TX 75023-5463 23 City of Plano	2003	\$72.62
100001	P-9000-297-1470-A NORTH DALLAS PEDIATRICS ALLEN DE VILLENEUVE MD 4112 W 15TH ST # 100 PLANO, TX 75093-5819 23 City of Plano	2003	\$263.17
100001	P-9000-298-0108-A CAMPAT MACHINE TOOL INC JOE TOMALONIS 1401 SUMMIT AVE STE 1 PLANO, TX 75074-8177 23 City of Plano	2003	\$167.72
100001	P-9001-203-1112-A AUNT SUSIES CHILD CARE SUSIE PROVINCE 1708 E PARK BLVD PLANO, TX 75074-5124 23 City of Plano	2003	\$10.44
100001	P-9001-203-1168-A MARCUM INC % KATHLEEN PADULA 2248 BRIARCREST DR PLANO, TX 75023-1656 23 City of Plano	2003	\$25.03
100001	P-9001-203-5233-A SWABS MANUFACTURING INC 6301 STONEWOOD #914 PLANO, TX 75024-5272 23 City of Plano	2003	\$17.25

7-4

FIDO	Account Number	Year	GF / Loan
100001	P-9001-203-5235-A	2003	
	MAGIC INC 4413 BUCHANAN DR PLANO, TX 75024-7256 23 City of Plano		\$4.81
100001	P-9001-203-5310-A	2003	
	STRAWBERRY MOON DESIGN LISA BROOKS 908 19TH ST PLANO, TX 75074 23 City of Plano		\$1.11
100001	P-9001-203-8005-A	2003	
	GREAT WESTERN AMUSEMENT IND 1611 CASTLE HAYNE RD BLDG B WILMINGTON, NC 28401-8894 23 City of Plano		\$1.82
100001	P-9001-203-9024-A	2003	
	AKAMAI TECHNOLOGIES INC 8 CAMBRIDGE CENTER CAMBRIDGE, MA 02142-1401 23 City of Plano		\$5.40
332415	P-9001-203-1195-A	2003	
	TXU BUSINESS SERVICES 1601 BRYAN ST DALLAS, TX 75201-3411 23 City of Plano		\$26.22
345905	P-9000-203-3634-A	2003	
	MUNOS LOUIS CHRISTOPHER MUNOS LAURA 8665 HIGH CHAPARREL ROGERS, AR 72756 23 City of Plano		\$25.60
349620	P-9000-298-1915-A	2003	
	MEADOWS TOM MEADOWS USA TRUCKING INC 4444 WESTGROVE DR STE 100 ADDISON, TX 75001-5361 23 City of Plano		\$46.98
349858	P-9000-203-3841-A	2003	
	BAIBROOK P/S 13355 NOEL RD STE 1820 DALLAS, TX 75240-6854 23 City of Plano		\$56.01

71-5



Batch Total: \$729.14

77-6

FIDO	Account Number	Year	GF / Loan
100001	P-9000-203-5148-A FORD THOMAS A LAW FIRM PO BOX 867148 PLANO, TX 75086-7148 23 City of Plano	2003	\$1.14
100001	P-9000-204-1343-A SDA PARTNERSHIP RICHARD SACHSON 10260 CENTRAL EXPWY N STE 100 DALLAS, TX 75231-3428 23 City of Plano	2003	\$6.96
100001	P-9000-204-1344-A SDA PARTNERSHIP RICHARD SACHSON 10260 CENTRAL EXPWY N STE 100 DALLAS, TX 75231-3428 23 City of Plano	2003	\$36.17
100001	P-9000-288-0715-A JENSEN DEAN DDS 1605 G AVE STE 400 PLANO, TX 75074-5750 23 City of Plano	2003	\$273.40
100001	P-9000-295-0861-A KOSTAS CAFE ZISSIS IOANNIDES 4621 W PARK BLVD STE 100 PLANO, TX 75093-2318 23 City of Plano	2003	\$8.44
100001	P-9001-203-5307-A SOUND SECURITY SYSTEMS INC FRANK STANLEY 2817 PEPPERTREE PL PLANO, TX 75074-4868 23 City of Plano	2003	\$10.01
100001	P-9001-203-9078-A KINSELLA MARKETING SERVICES INC 4429 JENNINE DR PLANO, TX 75093-5547 23 City of Plano	2003	\$1.04
351047	P-9000-203-6565-A TITUS ENERGY LLC 13649 MONTFORT DR STE 200 DALLAS, TX 75240 23 City of Plano	2003	\$181.03

71-7



Batch Total: \$518.19

77-8



FIDO	Account Number	Year	GF / Loan
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330121	R-3119-004-0040-1	2004	
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GUARDIAN MORTGAGE CO INC
PO BOX 833890
RICHARDSON, TX 75083-3890
23 City of Plano

\$952.49

Batch Total: \$952.49

71-9



FIDO	Account Number	Year	GF / Loan
100001	R-3589-00B-0060-1	2004	
ADLOO ABDOLLAH 4308 LANSBURY LN PLANO, TX 75093-6961 23 City of Plano			\$691.37
Batch Total:			<u><u>\$691.37</u></u>

77-10



FIDO	Account Number	Year	GF / Loan
201241	R-8304-00E-0170-2	2004	792452T

LANDAMERICA AMERICAN TITLE
5025 W PARK BLVD STE 100
PLANO, TX 75093

23 City of Plano

\$79.40

Batch Total: \$79.40

77-11



**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: 3/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications			Initials
Department Head	Ronald Timmons	Executive Director	Date	
Dept Signature:	<i>Ronald P. Timmons</i>	City Manager	<i>3.1.05</i>	
Agenda Coordinator (include phone #):		Susan Carr, Ext 7934		
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 purchase of SmartNet 800 MHz mobile and portable radios from Motorola Communications and Electronics, Incorporated, a sole-source provider; authorizing the City Manager or his designee to take such action as necessary to effectuate the purchase; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	04/05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	333,543	0
Encumbered/Expended Amount		0	0	0
This Item		0	-186,538	-186,538
BALANCE		0	147,005	0
FUND(S): GENERAL FUND, ENVIRONMENTAL WAST SERVICES FUND & EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2004-05 Approved Budget for the purchase of new and replacement radios. The balance of funds will be used for other euqipment purchases.				
STRATEGIC PLAN GOAL: Radio replacement relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff requests Council approval to purchase 3 SmartNet 800 MHz mobile radios, 63 SmartNet 800 MHz portable radios, and 7 chargers from Motorola Communications and Electronics, Incorporated, a sole source provider. This purchase represents the radios approved city-wide in the FY 03/04 budget process.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Quote; Sole Source Letter				

Susan Carr

From: Jim Raney
Sent: Thursday, February 10, 2005 7:33 AM
To: Susan Carr
Subject: FW: New Radios 2004-2005

Updated Price list



JIM RANEY

CITY OF PLANO
PUBLIC SAFETY COMMUNICATIONS
SYSTEM COORDINATOR
OFFICE 972-941-7954
FAX 972-941-7945
PAGER 972-336-7018
EMAIL JIMRA@PLANO.GOV

From: Smartt Becky-c11451 [mailto:becky.smartt@motorola.com]
Sent: Wednesday, February 09, 2005 4:04 PM
To: Jim Raney
Subject: FW: New Radios 2004-2005

See attached for your pricing...Thanks

Becky

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

From: Jim Raney [mailto:Jimra@plano.gov]
Sent: Tuesday, February 08, 2005 10:34 AM
To: Smartt Becky-c11451
Subject: New Radios 2004-2005

0-2

2/11/2005

2004/2005

Capital Layout New Radios

Dept 532	Police Dept. XTS5000 Portables (GF)	16	Price Per-Radio-	\$2,952.00
			TOTAL	\$47,232.00
Dept 532	Police Dept XTS5000 Portables (ERF)	25	Price Per-Radio-	\$2,952.00
			TOTAL	\$73,800.00
Dept 583	ANCON XTS2500 (General Fund)	2	Price Per Radio	\$2,486.50
			TOTAL	\$4,973.00
Dept 714	Compost (General Fund) XTL5000 Mobile	2	Price per-Radio-	\$2,936.00
			TOTAL	\$5,872.00
Dept 714	Compost (ERF) XTL5000 Mobile	1	Price per-Radio-	\$2,936.00
			TOTAL	\$2,936.00
Dept 534	Public Safety Comm. XTS2500 (ERF)	20	Price per-Radio	\$2,486.50
			TOTAL	\$49,730.00
Dept 583	ANCON Veh. Charger for Vehicles (ERF) (TDN9816A)Charger	7	Price each	\$285.00
			TOTAL	\$1,995.00

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MOTOROLA

January 13, 2005

City of Plano, Texas
Attn: Jim Raney
925-22nd Street, # 100-C
Plano, Texas, 75074

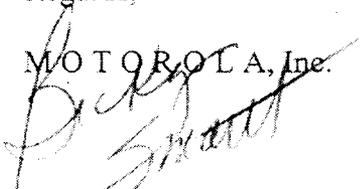
Jim,

The City of Plano utilizes a Motorola SmartNet Communications system. SmartNet is a Motorola trademark for the software development tailored to public safety agencies. This technology is available only through Motorola's Direct Distribution Channel. Dealers and other distribution channels cannot offer the SmartNet technology in the radio equipment they may sell to Public Safety agencies. For this reason, Motorola is a sole source provider for the City of Plano's portable and mobile radio communications needs.

If you should have any questions or require additional information, please do not hesitate to call me at (972)-977-8022.

Regards,

MOTOROLA, Inc.


Becky Smartt
Motorola, Inc.
Account Manager
Office: 972-277-4628

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF SMARTNET 800 MHz MOBILE AND PORTABLE RADIOS FROM MOTOROLA COMMUNICATIONS AND ELECTRONICS, INCORPORATED, A SOLE-SOURCE PROVIDER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Motorola Communications and Electronics, Incorporated (“MCE”) provided the City’s 800 MHz Trunked Radio System, which requires the use of SmartNet-equipped 800 MHz radios and Motorola SmartNet proprietary software; and,

WHEREAS, MCE, the exclusive owner of the proprietary rights for the 800 MHz Trunked Radio System as well as the SmartNet software and equipment, is a sole source provider of such equipment; and,

WHEREAS, the City Council thus finds that the SmartNet-equipped 800MHz radios are available only from one source, MCE, and therefore are exempt from competitive bid as provided by Section 252.022(a)(7) of the Local Government Code; and,

WHEREAS, the City Council approves the purchase of SmartNet mobile and portable radios from MCE, and authorizes the City Manager or his designee to take such action and executes such documents as necessary to effectuate the purchases.

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

Section I. The City Council hereby finds that MCE has exclusive proprietary and distribution rights for SmartNet 800 MHz mobile and portable radios, thereby making MCE a sole source provider of the equipment the City of Plano wishes to purchase. Under Section 252.022(a)(7)(E) of the Texas Local Government Code, the City’s purchase of the SmartNet 800 MHz mobile and portable radios is exempt from the competitive bid process. Accordingly, the City Council approve the purchase of the radios fro MCE.

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Section II. The City Council authorizes the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase of the Motorola SmartNet 800 MHz mobile and portable radios, in an amount not to exceed \$186,538.00.

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

DULY PASSED AND APPROVED this the 16th, day of March, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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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 <i>CR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/05		Reviewed by Legal <i>PD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Public Safety Communications			Initials	Date
Department Head	Ronald Timmons	Executive Director	<i>PT</i>	<i>3-1-05</i>	
Dept Signature:	<i>Ronald P. Timmons</i>	City Manager	<i>JM</i>	<i>3/1/05</i>	
Agenda Coordinator (include phone #):		Susan Carr, ext 7934			
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 purchase of the "Simulator for VisiCAD", from Brimac Systems, Inc.; a sole-source provider, authorizing the City Manager or his designee to take such action as is necessary to effectuate the purchase; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	28,000	0	28,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-28,000	0	-28,000	
BALANCE	0	0	0	0	
FUND(S): TECHNOLOGY FUND (062)					
COMMENTS: Funds are included in the 2004-05 Technology Fund budget for the purchase of VisiCAD training simulation software that interfaces with the current dispatch system used by the Public Safety Communications department.					
STRATEGIC PLAN GOAL: Tools that enable dispatch training and support for the PSC department relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends approval of Sole Source Resolution and related expenditures for the Simulator for VisiCAD application, and supporting interfaces and documentation from Brimac Systems Inc. in the amount of \$28,000.00. This application will interface to the existing Computer Aided Dispatch system to provide emergency simulation for training.					
List of Supporting Documents: Proposal (Exhibit "A")			Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF THE “SIMULATOR FOR VISICAD”, FROM BRIMAC SYSTEMS, INC.; A SOLE-SOURCE PROVIDER, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposal by Brimac Systems Inc., a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Proposal”); and,

WHEREAS, upon full review and consideration of the Proposal, and all matters attendant and related thereto, the City Council is of the opinion that the 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;

WHEREAS, the City of Plano, Texas desires to purchase Simulator for VisiCAD from Brimac Systems Inc.; and,

WHEREAS, Tri-Tech Software Systems is the current provider of the City of Plano’s computer aided dispatch system; and this simulator for the Tri-Tech Computer Aided Dispatch System may only be purchased from Brimac Systems Inc.; and,

WHEREAS, due to proprietary and licensing rights, the City Council is of the opinion that the Simulator for VisiCAD application is available only from one source, Brimac Systems Inc., and therefore exempt from competitive bid as provided for in V.T.C.A., Local Government Code Sec. 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 due to Brimac Systems Inc.’s unique application, Brimac Systems Inc., has the exclusive ability to provide the Simulator for VisiCAD, and that the expenditure authorized hereunder, is exempt from the competitive bid requirements as a sole source, as provided in Texas Local government Code, Section 252.022(a)(7).

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Section II. The terms and conditions of the Proposal, 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 III. 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, substantial according to the terms and conditions set forth in the Proposal to effectuate the purchase of the Simulator for VisiCAD, not to exceed the sum of \$28,000.00 from Brimac Systems Inc.

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

DULY PASSED AND APPROVED this the 16th day of March, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

P-3

January 25, 2005

Mark Theurer
City of Plano,
Public Safety Communications
1520 Avenue K,
Plano, TX 75074

Mr. Theurer,

Thank you for your interest in Brimac Systems' VisiCAD Simulator. It was clear from the discussions we had during the demonstration that a great deal of thought has gone into how the Plano Public Safety Communications department would benefit from this application in both the dispatch training and emergency planning areas.

We discussed a number of modifications to the VisiCAD Simulator to permit a more accurate simulation of police operations. The proposed modifications are appended to this document as part of the functional description of the simulator.

I am please to make the following offer to the City of Plano, Public Safety Communications department:

Project Item	Amount
1. VisiCAD Simulator Application	28000.00
a. Simulation Manager	
b. Simulation Browser and Script Builder	
c. Simulator AVL, MDT and Incident Interface	
d. Simulator Technical and User Documentation	
2. Modifications for Police operations (see appendix 1)	Included
3. Installation and Set-up of the Simulator Applications	Included
4. Four hours live web-based Training on features and scenario building	Included
5. One year of Support (18%)	5040.00
Subtotal	28000.00
Discount (Item 5, above)	-5040.00
Total (US Dollars)	US\$28,000.00

Note: The attached Appendix 1 provides an overview of simulator functionality.

The web-based training can be taken as one four-hour session, or as two two-hour sessions. Optionally, we can provide a one-day onsite training session in simulator operation and scenario development for US\$1,000.00 plus travel expenses. Class size would be limited only by the constraints of your training facility. Support of the Simulator for the first year will be by email (response assured by the next business day) or by telephone during normal business hours (Eastern Time Zone), and regular product upgrades as they occur.

Thank you for the opportunity to quote on this project.

Brian McGrath
Brimac Systems Inc.

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Appendix 1

Simulator Design Overview Document

This document outlines the high level features of a VisiCAD Simulator.

Use Cases

1. UC Script Manager

1.1 UC Scenario Browser

1.1.1 Browse Training System Database

Provide the ability to browse the operational data in the training database and evaluate scenarios for script creation.

1.1.2 Select Divisions, Date/Time Range for Scenario

Set divisions and date/time range based on TEMS code files to select incidents for inclusion in simulation scripts

1.1.3 Display Summary of Scenario

Show # of incidents, with incident times, problem natures and priority summary, # patients carried, etc

1.1.4 Display List of Subject Incidents

Browse selected incident summaries based on selected filter criteria to determine suitability

1.1.5 Save Scenario as Script

Save scenario to script database using UC 1.2

1.2 UC Script Builder

1.2.1 Generate Incident Scripts from Selected Incidents

Calculate all emergency incident insertions and activations for simulation period

1.2.2 Generate Pending Incident Scripts from Selected Incidents

Calculate all scheduled incident insertions and activations for simulation period including those that existed but were not serviced during the period

1.3 UC Script Selector

1.3.1 Review Script Detail

Provide the ability to review the details of any simulation script

1.3.2 Name, Rename Script

Provide the ability to name and rename the selected simulation script

1.3.3 Delete Scripts

Provide the ability to delete a simulation script

1.4 UC Simulation Manager

1.4.1 Passive Mode Simulation

Provide the ability to respond to VisiCAD activity that is not initiated from the Simulator application

1.4.2 Interactive Mode Simulation

Provide the ability to send selected incidents to VisiCAD without requiring a script for the current simulation

1.4.3 ANI/ALI Simulation

Provide the ability to simulate the ANI/ALI dump for an incident to a selected VisiCAD workstation

1.4.4 Script Mode Simulation

Provide the ability to select a simulation script from a list of all saved scripts for the current simulation and have all simulation events driven from the script

2. UC Simulation Initialization

2.1 Scenario Functions

2.1.1 Simulation Start Time

Set simulation start time or pause clocks pending a manual start to the simulation

2.2 Incident Functions

2.2.1 Emergency Incidents Pending At Start

Load waiting queue with emergency calls that exist at start of simulation

2.2.2 Scheduled Incidents Pending At Start

Load waiting and pending queues with scheduled incidents that exist at the start of simulation

2.2.3 Incidents In Progress At Start

Load all incidents for start condition (linked to units in 2.1.2) for start of simulation

3. UC Simulation Events Processing

3.1 Script Functions

3.1.1 Insert Emergency Calls

Insert emergency incidents into waiting queue as per simulation script

3.1.2 Insert Scheduled Calls

Insert scheduled incidents into pending queue as per simulation script (CAD Monitor will activate as appropriate)

3.2 Monitor IPC Messages Functions

3.2.1 Identify Incident Assignments

Identify assignments for calculation of routing and status events

3.2.2 Identify Unit Reassignments

Identify reassignments and pull back pending routing and status events from previous assignment

3.2.3 Identify Unit Cancellations

Identify unit cancellations and pull back pending routing and status events from previous assignment

3.2.4 Identify Post Moves

Identify post move assignments for calculation of routing and status events

3.3 Script Transaction Calculations

3.3.1 Configurable Incident Events

3.3.1.1 On-scene Times

On Scene times can be based on actual on-scene times for the script incident, or calculated based on simulator configuration settings

3.3.1.2 Destination Selection

Destination selection can be based on the actual destination for the script incident, or calculated based on simulator configuration settings

3.3.1.3 At Destination Times

At Destination times can be based on the actual times for the script incident, or calculated based on simulator configuration settings

3.3.2 Calculate Chute Times at Assignment

Maintain unit table for cad-independent means of determination of unit location and mode (station-based or mobile)

3.3.3 Calculate Unit Routing Events

Calculate route and drive time from current location to assigned location. Drive time calculations can be based on either default or user-defined speed settings for each road class.

Calculate all AVL position reports for route.

3.3.4 Calculate Unit Status Events

Calculate all unit status changes based on chute, response, on-scene times.

3.3.5 Calculate Unit Transport Events

From script, determine whether transport is indicated and elect destination. Calculate route, drive time and AVL position reports, as in 3.3.2.

3.3.6 Process Script Insertions

Insert all calculated events into events queue

3.3.7 Process Script Deletions

Remove all calculated events from events queue when change is detected in intended next location or action.

3.4 Event Functions

3.4.1 Trigger Incident Insertion Events

Process incident insertion events

3.4.2 Trigger Unit AVL Position Updates

Process AVL position updates (calculate cross-streets and current location for vehicle queue)

3.4.3 Trigger Unit Status Events

Process Status Change events

3.4.4 Trigger Unit Radio Events

Signal operator when radio calls are necessary with appropriate scripting

3.5 Logging Functions

3.5.1 Log All Script Insertions

Log all incident insertion events

3.5.2 Log All Monitor Transactions

Log all IPC transaction triggers

3.5.3 Log All Script Transactions

Log all calculated script insertions

3.5.4 Log All Script Events

Log the execution of all script transactions from the events queue.

4. Enhancements: Police Functionality

1. ANIALI Cellular calls – Simulate E911 data drops for calls from cellular phones
2. Select between displaying ANI/ALI Accept-Denial dialog or inserting ANI/ALI address directly into Emergency call-taking form

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3. Update Incident comments after incident creation
4. Unit behavior based on unit types
 - a. Patrol Units
 - b. Jail Transfer
 - c. Detectives/Investigators
5. Patrol areas – response areas
 - a. Linking patrol units to one or more response/patrol areas
6. Destination types for each unit type
7. Traffic Stop field-initiated incidents
 - a. Via MDT
 - b. Via Radio
8. Radio Simulator – computer-generated unit radio messages based on unit status changes and acknowledgement of dispatcher actions
9. Pursuits
 - a. Unit-initiated (no incident)
 - b. Unit-initiated (incident-based)
 - c. Ability to specify end point of vehicle pursuits in simulation scripts
10. Inclusion of user-created radio messages and .WAV files as events (or tied to events) in simulation scripts

January 25, 2005

City of Plano,
Purchasing Department,
1520 Avenue K,
Plano, TX 75074

Gentlemen,

Brimac Systems Inc. is a small consulting firm that specializes in project management, business analysis and custom software development for public safety agencies in Canada and the United States. We specialize in those agencies that have purchased or are contracted to purchase the VisiCAD Command computer-aided dispatch system developed by TriTech Software Systems of San Diego, California.

I am please to inform you that Brimac Systems Inc. is the sole-source supplier of the "Simulator for VisiCAD" application and its supporting interfaces and documentation. This application is unique in the public safety market.

Thank you for your interest in our product and services.

Brian McGrath, President
Brimac Systems Inc.

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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:	03/16/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	3/8/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/8/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5389		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the State of Texas for construction of intersection improvements at Spring Creek Parkway and Coit Road.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	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): STREET IMPROVEMENT CIP					
COMMENTS: This item, which has no fiscal impact at this time, allows the City to enter into a funding agreement with the State of Texas for the Spring Creek at Coit Intersection Improvements project. If this request is approved, the City's commitment will be 20% of the project, \$400,000.					
STRATEGIC PLAN GOAL: This funding agreement relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
City Council approved a Master Agreement Governing Local Transportation Projects Advance Funding Agreement with TxDOT on May 29, 2001 (Resolution No. 2001-5-2000), which provides state funding for local transportation projects. This agreement requires that a Local Project Advance Funding Agreement (LPAFA) be prepared for each individual project. The attached LPAFA is for the construction of intersection improvements at Spring Creek Parkway and Coit Road.					
The City's share of the project will be 20% of an estimated total cost of \$2,000,000 (\$400,000). Federal funding will pay for the remainder.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
LPAFA Location Map		N/A			

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO FOR INTERSECTION IMPROVEMENTS ON SPRING CREEK PARKWAY AT COIT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Local Transportation Project Advance Funding Agreement for Project CSJ: 0918-24-909, intersection improvements on Spring Creek Parkway at Coit Road in the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County
Funding Category: CMAQ

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Congestion Mitigation Air Quality Program Project
(Off State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Plano, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order _____ that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work.**
The scope of work for this LPAFA is described as intersection improvements on Spring Creek Parkway at Coit Road in the City of Plano.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.

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CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County

7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the Local Government, as stated in the Master Agreement, without exception. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.
10. Construction Responsibilities will be carried out by the Local Government, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for the State review of Preliminary Engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement. The State will reimburse the Local Government for the Federal share of the project within thirty (30) days of receipt and approval of invoice.
 - e. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any others costs owing.
 - f. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total

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CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County

- expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Thomas H. Muehlenbeck

Title: City Manager

Date: _____

THE STATE OF TEXAS

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

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date: _____

Q-6

CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA

Q-7

CSJ: 0918-24-909
On Spring Creek Parkway
At Coit Road
Collin County

ATTACHMENT B
PROJECT LOCATION MAP

Q-8

CSJ: 0918-24-909
 On Spring Creek Parkway
 At Coit Road
 Collin County

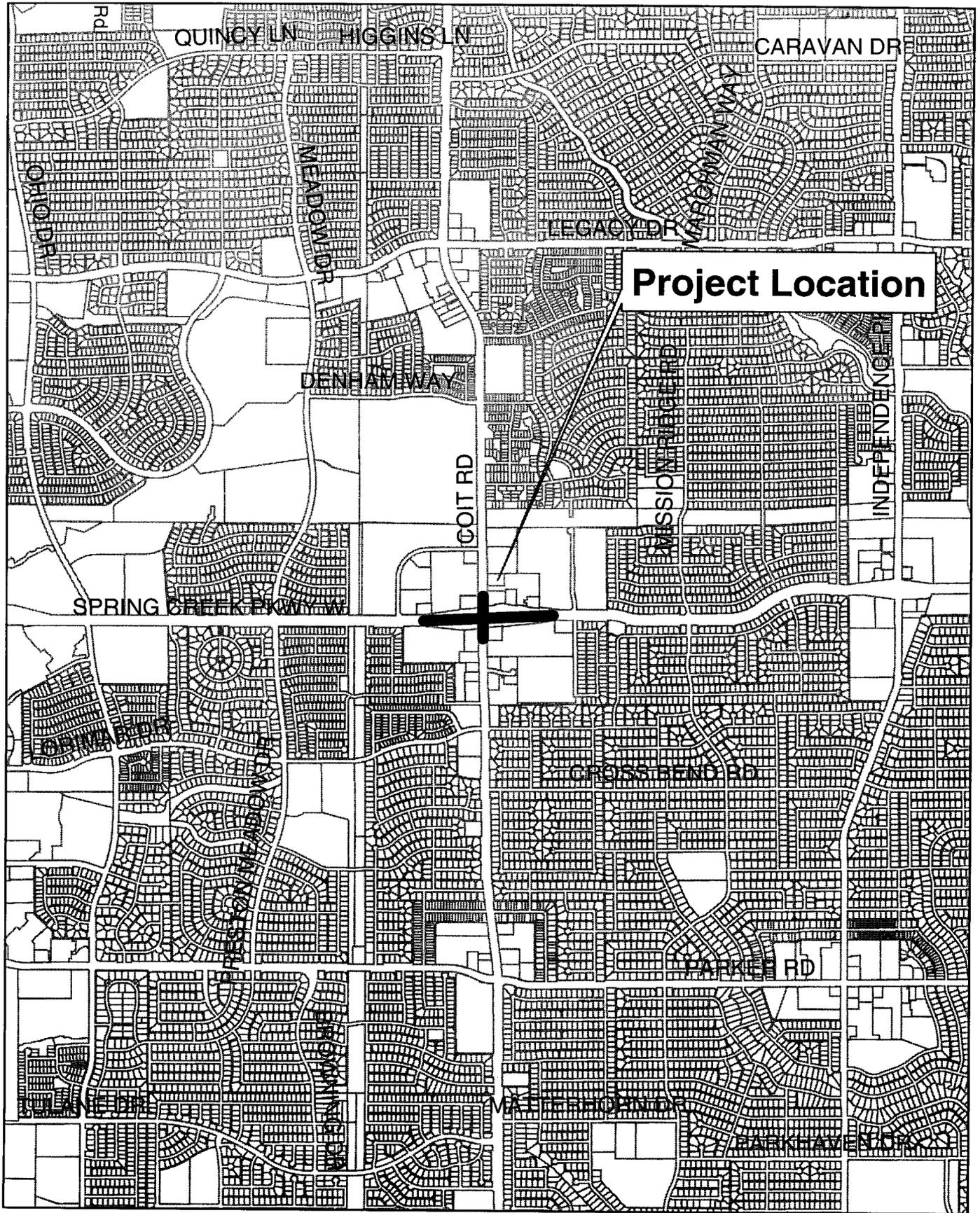
ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

		Project Budget			CSJ: 0918-24-909	
Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation	Local Participation	Actual Participation
	100%	80.0%	0.0%	20.0%		
Land (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Environmental Cost (no cash contribution)	\$20,000.00	\$16,000.00	\$0.00	\$4,000.00	\$4,000.00	\$4,000.00
Preliminary Engineering - State Review	\$19,800.00	\$15,840.00	\$0.00	\$3,960.00	\$3,960.00	\$3,960.00
Plans, Specs & Estimate (PS&E)	\$198,000.00	\$158,400.00	\$0.00	\$39,600.00	\$39,600.00	\$39,600.00
Construction	\$1,683,000.00	\$1,346,400.00	\$0.00	\$336,600.00	\$336,600.00	\$336,600.00
Engineering & Contingency (State oversight)	\$79,200.00	\$63,360.00	\$0.00	\$15,840.00	\$15,840.00	\$15,840.00
Total	\$2,000,000.00	\$1,600,000.00	\$0.00	\$400,000.00	\$400,000.00	\$400,000.00
1st payment due prior to PS&E review by state						\$7,920.00
2nd payment due 60 days prior to project letting						\$15,840.00

Total Participation required from the local government = \$400,000.00

Q-9



Project No. 5389

Spring Creek Parkway @ Coit Intersection Improvements

Q-10

Location Map



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	03/16/05		Reviewed by Legal <i>[Signature]</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> 3/16/05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 3/16/05
Agenda Coordinator (include phone #):			Irene Pegues (7198) <i>[Signature]</i>	Project No. 5572

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

CAPTION

Approving the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the State of Texas for construction of Los Rios Boulevard from Parker Road to Jupiter Road.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	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): STREET IMPROVEMENT CIP

COMMENTS: This item, which has no fiscal impact at this time, allows the City to enter into a funding agreement with the State of Texas for the Los Rios – Jupiter to Parker project. If this request is approved, the City's commitment will be 20% of the project, \$600,000.

STRATEGIC PLAN GOAL: This funding agreement relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

City Council approved a Master Agreement Governing Local Transportation Projects Advance Funding Agreement with TxDOT on May 29, 2001 (Resolution No. 2001-5-2000), which provides state funding for local transportation projects. This agreement requires that a Local Project Advance Funding Agreement (LPAFA) be prepared for each individual project. The attached LPAFA is for the improvement of Los Rios Boulevard from Parker Road to Jupiter Road. This project will finish the construction of Los Rios Boulevard to a four-lane road from Parker Road to Jupiter Road.

The City's share of the project will be 20% of an estimated total cost of \$3,000,000 (\$600,000). Collin County will pay half of the City's share. Federal funding will pay for the remainder.

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

12-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO FOR THE DEVELOPMENT AND CONSTRUCTION OF LOS RIOS BOULEVARD FROM JUPITER ROAD TO PARKER ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Local Transportation Project Advance Funding Agreement for Project CSJ: 0918-24-936, development and construction of a four (4) lane divided roadway on Los Rios Boulevard from Jupiter Road to Parker Road in the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County
Funding Category: STP-MM

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Surface Transportation Program-Metropolitan Mobility Project
(Off State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Plano, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order _____ that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work.**
The scope of work for this LPAFA is described as the development and construction of a four (4) lane divided roadway on Los Rios Boulevard from Jupiter Road to Parker Road in the City of Plano. The Local Government is currently constructing two (2) lanes of the four (4) lanes. This project will complete the roadway.
5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.

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CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County

6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.
7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the Local Government, as stated in the Master Agreement, without exception. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.
10. Construction Responsibilities will be carried out by the Local Government, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation " in the amount specified in Attachment C as the local contribution for the State review of Preliminary Engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement. The State will reimburse the Local Government for the Federal share of the project within thirty (30) days of receipt and approval of invoice.
 - e. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and any others costs owing.
 - f. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs,

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CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County

then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Thomas H. Muehlenbeck

Title: City Manager

Date: _____

THE STATE OF TEXAS

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

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date: _____

R-6

CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

R-7

CSJ: 0918-24-936
Los Rios Blvd: From Jupiter Rd.
To Parker Road
Collin County

ATTACHMENT B
PROJECT LOCATION MAP

R-8

CSJ: 0918-24-936
 Los Rios Blvd: From Jupiter Rd.
 To Parker Road
 Collin County

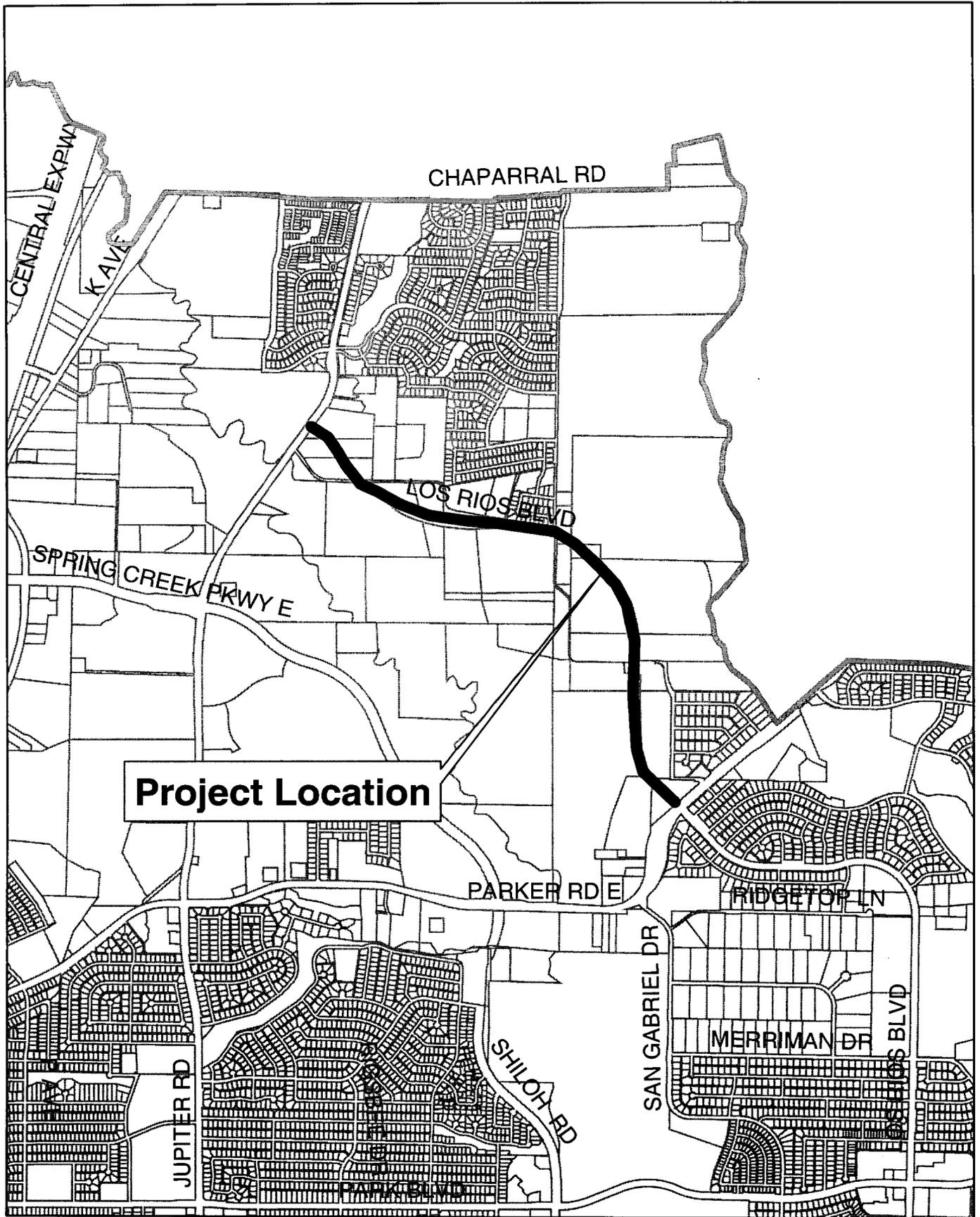
ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

		Project Budget			CSJ:			0918-24-936
Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation			Actual Participation	
	100%	80.0%	0.0%	20.0%	100.0%			
Land (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Environmental Cost (no cash contribution)	\$20,000.00	\$16,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	
Preliminary Engineering - State Review (1%)	\$29,800.00	\$23,840.00	\$0.00	\$5,960.00	\$0.00	\$5,960.00	\$5,960.00	
Plans, Specs & Estimate (PS&E)	\$298,000.00	\$238,400.00	\$0.00	\$59,600.00	\$0.00	\$59,600.00	\$59,600.00	
Construction	\$2,533,000.00	\$2,026,400.00	\$0.00	\$506,600.00	\$0.00	\$506,600.00	\$506,600.00	
Engineering & Contingency (State oversight 4%)	\$119,200.00	\$95,360.00	\$0.00	\$23,840.00	\$0.00	\$23,840.00	\$23,840.00	
Total	\$3,000,000.00	\$2,400,000.00	\$0.00	\$600,000.00	\$0.00	\$600,000.00	\$600,000.00	
Payment due upon LPAFA execution and prior to State review.							\$9,960.00	
Payment due 60 days prior to project letting							\$23,840.00	

Total Participation required from the local government = \$600,000.00

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Project No. 5572

Los Rios - Parker to Jupiter - Phase II

Location Map

R-10



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:	03/16/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan J. Upchurch	Executive Director	3/18/05		
Dept Signature:	<i>[Signature]</i>	City Manager	3/18/05		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5388		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the State of Texas for construction of intersection improvements at Preston Road and Legacy Drive.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	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): STREET IMPROVEMENT CIP					
COMMENTS: This item, which has no fiscal impact at this time, allows the City to enter into a funding agreement with the State of Texas for the Preston/Legacy Intersection Improvements project. If this request is approved, the City's commitment will be 10% of the project, \$250,000.					
STRATEGIC PLAN GOAL: This funding agreement relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
City Council approved a Master Agreement Governing Local Transportation Projects Advance Funding Agreement with TxDOT on May 29, 2001 (Resolution No. 2001-5-2000), which provides state funding for local transportation projects. This agreement requires that a Local Project Advance Funding Agreement (LPAFA) be prepared for each individual project. The attached LPAFA is for the construction of intersection improvements at Preston Road and Plano Parkway.					
The City's share of the project will be 10% of an estimated total cost of \$2,500,000 (\$250,000). Federal and State funding will pay for the remainder.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
LPAFA			N/A		
Location Map					

A-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO FOR INTERSECTION IMPROVEMENTS ON SH289/PRESTON ROAD AT LEGACY DRIVE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Local Transportation Project Advance Funding Agreement for Project CSJ: 0091-05-005, the development and construction of intersection improvements on SH 289/Preston Road at Legacy Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CSJ: 0091-05-005
SH 289/Preston Road at Legacy Drive
Collin County
Funding Category: 5/CMAQ

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Congestion Mitigation/Air Quality Program Project
(On State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Plano, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the Local Government and the State has been adopted, effective July 16th, 2001, and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 109460 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the MAFA, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.
3. Amendments to this LPAFA shall be made as described in the MAFA, without exception.
4. **Scope of Work**
The scope of work and project limits for this LPAFA are described as the development and construction of intersection improvements on SH 289/Preston Road at Legacy Drive.
5. Right of Way and Real Property shall be acquired under one of the following procedures (check either a. or b.):
 - a. ___ Purchase by the State. Acquisition of right of way shall be the responsibility of the State, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C. A warrant or check in the amount of the Local Government's estimated participation as reflected in Attachment C, shall be made payable to the Texas Department of

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CSJ: 0091-05-005
 SH 289/Preston Road at Legacy Drive
 Collin County
 Funding Category: 5/CMAQ

Transportation and transmitted to the State prior to release of the Project by Right of Way Division, or within thirty (30) days from receipt of the State's written notification, whichever is earlier.

OR

b. **X Purchase by the Local Government for the State.** Acquisition of right of way shall be the responsibility of the Local Government, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C.

Donations of real property is not applicable.

6. Adjustment of eligible utilities and payment of costs associated with such adjustment shall be provided by ____ the State (or) **X** Local Government (check the applicable party) and shall be in accordance with provisions set forth in the MAFA.
7. Environmental Assessment and Mitigation will be carried out by the State as stated in the Master Agreement, without exception.
9. Compliance with Texas Accessibility Standards and ADA will be as stated in the MAFA, without exception.
10. Architectural and Engineering Services will be provided by the Local Government, as stated in the MAFA, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.
11. Construction Responsibilities will be carried out by the Local Government, as stated in the MAFA, without exception.
12. Project Maintenance will be undertaken as provided for in the MAFA, without exception.
13. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. All right of way Project cost overruns shall be shared in the same cost participation ratios as apply under this agreement to the applicable cost category. Other overruns are as stated in the MAFA.
 - d. The Local Government will do the necessary preliminary engineering. For purposes of this agreement, preliminary engineering includes design schematics, property descriptions, parcel plats and right of way maps.
 - e. Unless otherwise provided for in this agreement, payment is as stated in the MAFA. The State will reimburse the Local Government for the Federal share of the project within thirty (30) days of receipt and approval of invoice. In the event the State determines that additional funding is

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CSJ: 0091-05-005
SH 289/Preston Road at Legacy Drive
Collin County
Funding Category: 5/CMAQ

- required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- f. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
14. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
15. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.
16. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
17. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.
18. Special Provisions. _N/A_

CSJ: 0091-05-005
SH 289/Preston Road at Legacy Drive
Collin County
Funding Category: 5/CMAQ

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Thomas H. Muehlenbeck
Title: City Manager
Date: _____

THE STATE OF TEXAS

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

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation
Date: _____

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CSJ: 0091-05-005
SH 289/Preston Road at Legacy Drive
Collin County
Funding Category: 5/CMAQ

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

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CSJ: 0091-05-005
SH 289/Preston Road at Legacy Drive
Collin County
Funding Category: 5/CMAQ

ATTACHMENT B
PROJECT LOCATION MAP

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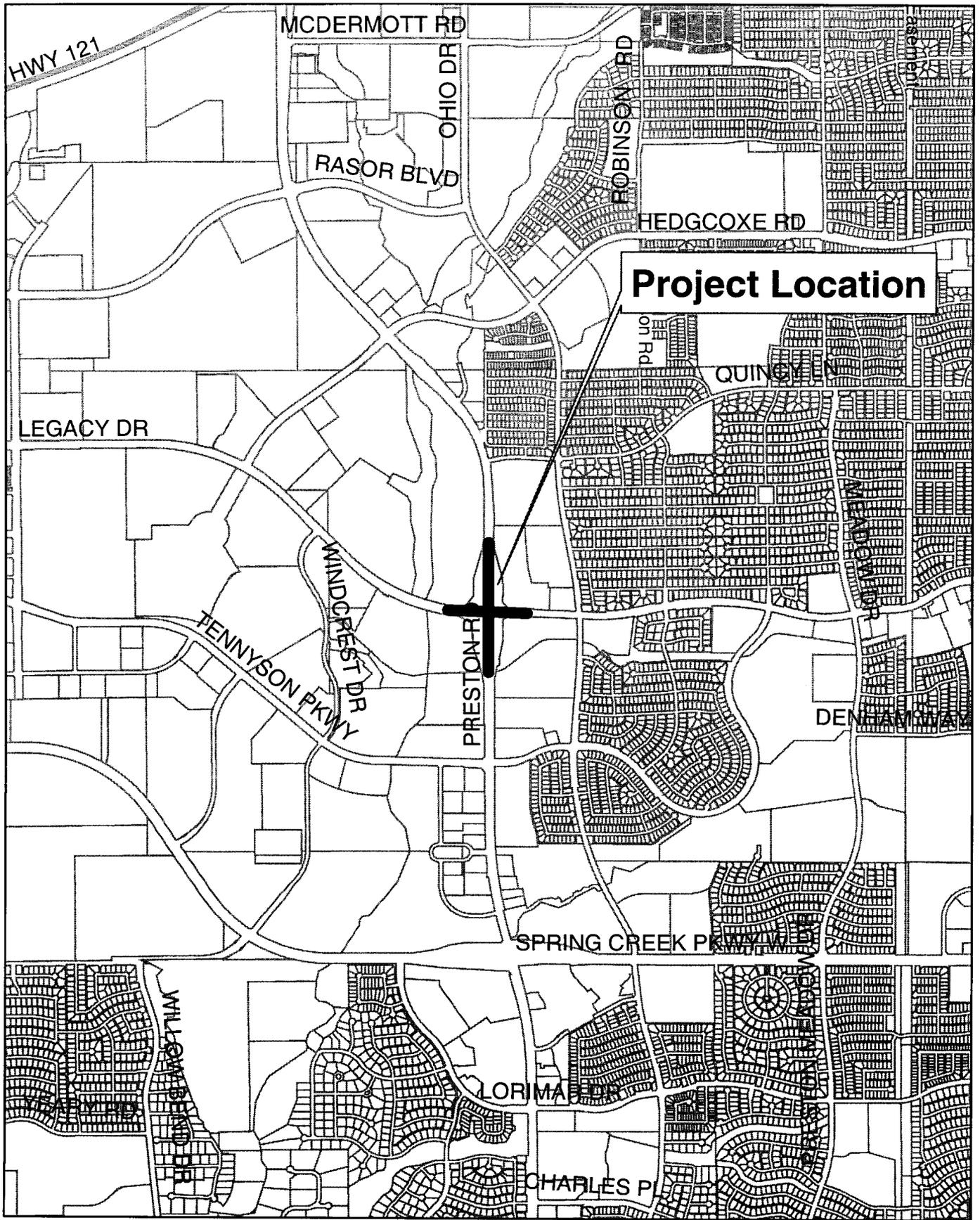
CSJ: 0091-05-005
 SH 289/Preston Road at Legacy Drive
 Collin County
 Funding Category: 5/CMAQ

**ATTACHMENT C
 BUDGET ESTIMATE AND SOURCE OF FUNDS**

		Project Budget				CSJ: 0091-05-055	
Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation	Local Participation	Actual Participation	
	100%	80.0%	10.0%	10.0%			
Land (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities (no cash contribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Environmental Cost (no cash contribution)	\$20,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
Plans, Specs & Estimate (PS&E)	\$248,000.00	\$198,400.00	\$24,800.00	\$24,800.00	\$24,800.00	\$24,800.00	
Construction	\$1,946,800.00	\$1,557,440.00	\$194,680.00	\$194,680.00	\$194,680.00	\$194,680.00	
Engineering & Contingency (11.5%)	\$285,200.00	\$228,160.00	\$28,520.00	\$28,520.00	\$28,520.00	\$28,520.00	
Total	\$2,500,000.00	\$2,000,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	
1st payment due prior to PS&E review by state						\$2,000.00	
2nd payment due 60 days prior to project letting						\$0.00	

Total Participation required from the local government = \$250,000.00

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Project No. 5388

**Preston @ Legacy Intersection Improvements
Location Map**

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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: 3/16/05		Reviewed by Legal <i>awly</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning		Initials	Date	
Department Head	P. Jarrell		Executive Director <i>[Signature]</i>	3/13/05	
Dept Signature:	<i>P. Jarrell</i>		City Manager <i>[Signature]</i>	3/13/05	
Agenda Coordinator (include phone #): Marcus Watson, x. 5343					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING FOR PARTIAL EXEMPTION OF CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$31,332.53; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input checked="" type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	93,143,288	0	93,143,288
Encumbered/Expended Amount	0	0	0	0
This Item	0	-31,333	0	-31,333
BALANCE	0	93,111,955	0	93,111,955

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 \$31,332.
STRATEGIC PLAN GOAL: Historic Structure Tax Exemption relates to the City's Goal of "Premiere City for Families."

SUMMARY OF ITEM

The Heritage Commission has recommended partial tax exemption for 77 properties in Plano. The Commission did not recommend tax exemption for 2 properties because they were either not being properly maintained or were ineligible. The purpose of tax exemption is to provide for continued preservation through proper maintenance. The Heritage Commission inspects each structure yearly to determine if it is being maintained. Class A Structures (individually designated and used for residential purposes) receive 100% exemption from taxation. Class B Structures (individually designated and used for commercial purposes) receive 50% exemption. Class C Structures (contributing to a historic district and used for residential purposes) receive 75% exemption. Finally, Class D Structures (contributing to a historic district and used for commercial purposes) receive 38% exemption. These exemptions are on the value of the improvements; full taxes are still paid on the land.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING FOR PARTIAL EXEMPTION OF CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$31,332.53; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Article 8, Section 1-F of the Texas constitution and Section 11.24 of the Texas Property Tax Code enable the City of Plano to exempt from taxation all or part of the assessed value of a structure if the structure is designated as a historically significant site in need of tax relief to encourage its preservation; and

WHEREAS, City of Plano Ordinance No. 84-8-24, as amended, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

WHEREAS, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for partial exemption from ad valorem taxes for 2005.

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

Section I. The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for partial exemption from ad valorem taxes for the current year (2005) in accordance with the provisions of Ordinance No. 84-8-24, as amended:

Section II. All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

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

Section IV. This Ordinance shall become effective immediately upon its passage as required by law.

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PASSED AND APPROVED THIS _____ DAY OF _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT A
CITY OF PLANO HISTORIC TAX EXEMPTION
2005

	RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS	SURV	Y/N	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
1	Aldridge House	1615 H Ave.	Liz McKinnon	1692 Carruthers Pl.	Memphis	TN	38112	Broken window upstairs on south side.(2:2003)(1:2004)(1:2005) Roof sagging on porte cochere and on NW corner. (2:2003)(1:2004)(1:2005) House needs leveling, some settlement (2:2005) Replace siding adjacent to post to the right of the front steps - piece of siding missing (1:2005) Peeling on south side of balcony wall (3:2005) Trim hedges (3:2005)	mo/lk	y	100%	143,653	651.47	359.13	130.22	2,490.08	3,630.90
2	Arch Weatherford House	1410 E. 15th St.	Jo Howser	1410 E. 15th Street	Plano	TX	75074	EXCELLENT CONDITION	MW	y	100%	187,535	850.47	468.84	169.99	3,250.73	4,740.03
3	F&M Bank/Plano Star Courier Building	1015 E. 15th St.	Jeran Akers	3013 Padre Ct.	Plano	TX	75074	Canopy needs repair and paint. (2:2004)(1:2005)	mo	y	50%	176,619	400.48	220.77	80.05	1,530.76	2,232.06
4	Carlisle House	1407 15th St.	Michael and Harriet Linz	1407 15th St.	Plano	TX	75074	Clean under overhangs and porch ceiling. (3:2003) Ongoing maintenance. Some warping of porch floor & balcony floor (3:2005)	mw	y	100%	263,581	1,195.34	658.95	238.93	4,568.91	6,662.13
5	Carpenter House	1211 16th St.	Stanley and Pat Black	1211 16th St.	Plano	TX	75074	Continue to watch bushes. They should be trimmed away from house, especially porch. Ongoing maintenance. Ivy growing on back enclosed porch could cause damage.(2:2004) (2:2005) Please check. Driveway crumbling -could become safety issue.(3:2004) (3:2005) Clean front porch gable "1898" (3:2005) Flashing/paint missing on front gable (1:2005) Paint chips on front ell upstairs (3:2005) Back fence needs some repair (2:2005)	mw	y	50%	381,538	865.14	476.92	172.92	3,306.79	4,821.77
6	Forman House	1617 K Ave.	Jim and Gwen Workman	1617 K Ave.	Plano	TX	75074	Paint threshold. (3:2001)(2:2002)(1:2003)(1:2004)(1:2005) Repair and paint bases to back half-columns on porch (2:2002)(1:2003)(1:2004) (1:2005) Repaint columns. (2:2002)(1:2003)(1:2004)(1:2005) Upper porch fascia board needs repair and paint. (2:2003)(1:2004)(1:2005) House needs to be painted soon (3:2004) (3:2005) Wood trim that has been replaced needs paint(1:2004)(1:2005) Front porch trim needs repair; trim needs paint.(1:2004) (1:2005) Dirty siding on north side; hole on back wall; rot on cornice fascia on south gable (1:2005) Roof in bad shape in places (2:2005)	mw	N	0%	68,241	0.00	0.00	0.00	0.00	0.00
7	Hood House	1211 15th St.	Nicholas and Barbara Blust	1211 15th St.	Plano	TX	75074	Picket fence - peeling paint and rust stains from nails.(3:2004) (2:2005) Clean gutters & roof on garage - ongoing maintenance (3:2005) Clean tree debris from roof - ongoing maintenance (3:2005) Clean and/or paint front porch floor & step (3:2005) Gently wash siding at bottom of front ell (3:2005)	mw	y	50%	60,737	137.72	75.92	27.53	526.41	767.58
8	Hughston House	909 18th St.	Hallway Inc.	18395 Gulf Blvd Ste 203	Indian Shores	FL	33785-2082	House looks good. Missing shingle on west side skirting under windows (3:2005) Loose pavers on walkway near driveway (3:2005) Some cracking on west siding, not an issue yet (3:2005) Porch roof on west side shingles rising up (2:2005) Above 2nd to last window on east side, trim needs paint (2:2005) Trim piece on lower roofline facing south, on west side, needs paint/repair (2:2005)	jn	y	50%	258,423	585.97	323.03	117.13	2,239.75	3,265.88
9	Lamm House	1709 H Ave.	John and Helen Proch	1709 H Ave.	Plano	TX	75074	Paint peeling where decorative trim in "triangle" meets roof on east, north and south. (2:2003)(1:2004)(1:2005) Window trim on south side rotting and needs repair & paint. (2:2004)(2:2005)	mo/lk	y	100%	124,282	563.62	310.71	112.66	2,154.30	3,141.28
10	Little Carlisle House	1611 K Avenue	Carlisle Building LLC	1611 K Avenue	Plano	TX	75074	Some rot in skirting around front to right of stoop. (3:2004)(1:2005) Siding needs some repair and repainting above attic window. (2:2004)(2:2005)	mw	y	50%	146,969	333.25	183.71	66.61	1,273.78	1,857.35
11	M. Schimelpfenig House	914 18th St.	Tony and Debbie Holman	914 18th St.	Plano	TX	75074	No comments.	mw/co	y	50%	29,016	65.79	36.27	13.15	251.48	366.70
12	Mathews House	901 17th St.	James Williams	632 West Neely	Dallas	TX	75208	Scrape and paint where needed on railing on west side of front porch. (1:2002)(1:2001)(2:2000) IN PROGRESS Screen on west side needs repair. (2:2002) (3:2001) IN PROGRESS Skirting at west front corner has potential for rotting. (3:2002) (3:2001) IN PROGRESS Damaged trim on east side near roof needs paint over primer. (3:2002) (3:2001) IN PROGRESS Repair broken window on east side second story and rehang screen. (2:2003) IN PROGRESS NOTE: ALL REPAIRS IN PROGRESS. AWARD EXEMPTION WITH STIPULATION THAT ALL REPAIRS MUST BE MADE AND PROPERTY IN GOOD CONDITION BY NEXT YEAR'S SURVEY OR RISK LOSING EXEMPTION AGAIN	mw	y	100%	147,041	666.83	367.60	133.29	2,548.81	3,716.53
13	Merritt Building	1023 E. 15th St.	M. F. Robert	4604 Lawson Court	Plano	TX	75093	Pile of debris in back (could be neighbor's) 3:2005	mo	y	50%	99,261	225.07	124.08	44.99	860.30	1,254.43
14	Moore House/ Masonic Lodge	1414 J Ave.	Plano Masonic Lodge	P.O. Box 860282	Plano	TX	75086	Cracks in center transom glass on second floor. (3:2003)(2:2004)(1:2005) Paint rear doors. Head trim should be replaced. (2:2004)(1:2005) Rear downspout rusted and needs replacing. (2:2003)(2:2004)(1:2005) Parge coat on north door threshold cracked. (2:2003)(2:2004)(1:2005) Cabinets and scrap wood stored in back facing parking lot should be removed. (2:2004)(1:2005) Southwest corner of building has 18-24" stucco damage.Poor repair. (1:2004)(1:2005) Vines growing through wall on back parking lot. (1:2004)(1:2005)	mw	y	50%	115,568	262.05	144.46	52.38	1,001.63	1,460.52

NOTE: All exemption calculations are estimates based on the most recent published tax rates and certified values.
Properties listed with a \$0.00 exemption were surveyed but are not recommended to receive an exemption this year.

EXHIBIT A
CITY OF PLANO HISTORIC TAX EXEMPTION
2005

	RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS	SURV	Y/N	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
15	Olney Davis House	901 18th St.	June Sixth Ltd.	901 18th St.	Plano	TX	75074	Repair/replace missing concrete where steps join porch. (3:2003)(2:2004)(2:2005) Paint on fascia board near porch on east side (3:2005) Porch floor boards need sanding & painting (2:2005) Possible rot near dormer window on west wall (3:2005) Flashing on chimney on east side rusting (2:2005)	jn	y	50%	178,596	404.97	223.25	80.95	1,547.89	2,257.05
16	Plano National Bank/IOOF Lodge	1001 15th St.	A.R. Schell, III	P. O. Box 860355	Plano	TX	75086	Very clean. All repairs made.	mo	y	50%	239,786	543.71	299.73	108.68	2,078.23	3,030.35
17	R.A. Davis House	906 18th Street	Whitehead & Sheldon LLC	906 18th Street	Plano	TX	75074	Repair hole in middle step.(2:2002)(2:2003)(2:2004)(2:2005) Repaint siding at base of wall under front window. (2:2004)(2:2005) Touch up paint around doors & wherever needed (3:2005) Clean gutter on addition (2:2005)	mw/co	y	50%	144,897	328.55	181.12	65.67	1,255.82	1,831.17
18	Roller House	1413 15th St.	Randy & Leah Edwards	1413 15th St.	Plano	TX	75074	Some warping of porch floor & some rot at ends under column east side (2:2005) Some paint chipping on turret fish scale (3:2005) Might need to straighten window in turret (3:2005) Front walk will need to be repaired or replaced at some time. Not bad yet (3:2005)	mw	y	100%	260,504	1,181.39	651.26	236.14	4,515.58	6,584.36
19	Salmon House	1414 E.15th St.	Sharon K. Lloyd	1414 E. 15th St.	Plano	TX	75074	Continue to watch buckling siding on east side. Clean bird droppings (or worn paint?) on gables & gingerbread porch fish scale (3:2005)	mw	y	100%	350,681	1,590.34	876.70	317.88	6,078.70	8,863.62
20	Schell House	1210 16th St.	Michael & Debra Hamilton	1210 16th St.	Plano	TX	75074	LOOKS GOOD	mw	y	100%	108,121	490.33	270.30	98.01	1,874.17	2,732.81
21	Schimelpfenig-Dudley-O'Neal House	906 E.17th St.	Alvie and Melissa O'Neal	906 E.17th Street	Plano	TX	75074	No comments.	lk	y	100%	275,179	1,247.94	687.95	249.44	4,769.95	6,955.28
22	Wall-Robbins House	1813 K Ave.	William Cate	11 Wooded Gate Dr.	Dallas	TX	75230	Film on front window should be removed. It is damaged and not appropriate. (2:2005) Clean and paint threshold (3:2005) Clean board above steps (3:2005)	mw	y	50%	87,986	199.51	109.98	39.88	762.57	1,111.94
23	Wells Farmstead	3921 Coit	Barbara Wells	3921 Coit R.	Plano	TX	75093	Wash siding under porch - ongoing maintenance. (3:2005) Replace underpinning on north side of porch and repair on south side of porch (3:2005) BIG IMPROVEMENT	mw	y	100%	122,988	557.75	307.47	111.48	2,131.87	3,108.58
24	Will Schimelpfenig House	900 17th St.	Jack and Cindy Boggs	1802 Weanne Dr.	Richardson	TX	75082	Remove limb in front yard (3:2005) Porch needs repainting. Damaged board at north facing entry (3:2005)	lk	y	100%	161,030	730.27	402.58	145.97	2,791.29	4,070.11
25	Wyatt House	807 16th St.	Margarita Eliot	807 16th Street	Plano	TX	75074	Whitewash on chimney caps is peeling. (3:2004) (3:2005)	pw	y	100%	113,565	515.02	283.91	102.94	1,968.54	2,870.41
26	Haggard Park	710 16th St.	Jerry Snailum	1549 Aylesbury Ln.	Plano	TX	75075	No comments.	mw	y	75%	59,849	203.56	112.22	40.69	778.07	1,134.53
27	Haggard Park	801 16th St.	Leon and Mary Campise	801 16th St.	Plano	TX	75074	Looks great.	pw	y	75%	453,775	1,543.40	850.83	308.50	5,899.30	8,602.03
28	Haggard Park	811 16th St.	James Candee	811 16th St.	Plano	TX	75074	Turret windows need repair (3:2004) (3:2005) Deterioration on edge of porch. Need to paint ends of boards. (2:2005)	pw	y	75%	141,550	481.45	265.41	96.23	1,840.22	2,683.31
29	Haggard Park	815 16th St.	Joanne Haggard	815 16th St.	Plano	TX	75074	Window and door trim needs paint. Vinyl siding trim piece is broken. (3:2005) Driveway cracked (3:2004) (3:2005)	pw	y	75%	30,965	105.32	58.06	21.05	402.56	586.99
30	Haggard Park	819 16th St.	Michael Dagate	819 16th St.	Plano	TX	75074	Repair/paint skirting on front porch area at west end. (2:2002)(2:2003)(1:2004)(1:2005) Paint east side of house under window.(2:2002)(2:2003)(1:2004)(1:2005) Serious deterioration under southeast window of guest house. (2:2004) (1:2005) Water damage on top eave on east side of house (2:2005) Porch trim needs repair (2:2005)	pw	y	75%	138,286	470.35	259.29	94.01	1,797.79	2,621.43
31	Haggard Park	901 16th St.	Constance Coolik	901 16th St.	Plano	TX	75074	No comments.	pw	y	75%	127,873	434.93	239.76	86.93	1,662.41	2,424.04
32	Haggard Park	907 16th St.	Rick and Theresa McKee	907 16th St.	Plano	TX	75074	Looks great. Note: sagging upstairs fascia board coincides with sag in downstairs porch (at steps) roof.	pw	y	75%	97,245	330.75	182.33	66.11	1,264.23	1,843.43
33	Haggard Park	805 17th St.	Bertha Cardenas	805 17th St.	Plano	TX	75074	No comments.	mw/co	y	75%	26,416	89.85	49.53	17.96	343.42	500.76
34	Haggard Park	809 17th St.	L.A. Whitley	809 17th St.	Plano	TX	75074	Fascia board on south side needs painting. (3:2004) (2:2005)	pw	y	75%	37,128	126.28	69.62	25.24	482.68	703.82
35	Haggard Park	816 17th St.	Liz McKinnon	1692 Carruthers Pl.	Memphis	TN	38112	Paint new and existing rear fence. (2:2004)(2:2005) Porch flooring need repainting (3:2005) Repaint peeling fence pickets at front (3:2005)	pw	y	75%	58,880	200.27	110.40	40.03	765.47	1,116.16
36	Haggard Park	907 17th St.	Larry and Jackie Westbrook	907 17th St.	Plano	TX	75074	No comments.	mw	y	75%	26,274	89.36	49.26	17.86	341.58	498.07
37	Haggard Park	908 17th St.	Barbara Coulter	908 17th St.	Plano	TX	75074	Chain link fence @ NE corner is leaning (3:2005) Roof weathered. May need replacing in 2-3 years (3:2005) Siding at east rear warping (3:2005)	lk	y	75%	36,966	125.73	69.31	25.13	480.58	700.75
38	Haggard Park	910 17th St.	Elizabeth Bacon Moeller	910 17th St.	Plano	TX	75074	Missing trim at right side of front gable opening into eave line. (2:2005)	lk	y	75%	16,775	57.06	31.45	11.40	218.08	318.00
39	Haggard Park	911 17th St.	Fred Musgrove and Patricia Pasos	1701 I Ave.	Plano	TX	75074	Paint incomplete at front eave. (2:205) Skirting loose on east and west side. (3:2005) Need minor repair to window sashes east side (3:2005) Trim @ SE corner missing (above water table). Trim @ right side of front steps missing at floor line. (2:2005)	lk	y	75%	12,766	43.42	23.94	8.68	165.96	242.00
40	Haggard Park	811 18th St.	Mrs. L.W. Cason	P. O. Box 865112	Plano	TX	75086	Repaint east side windows(2:2004)(1:2005) Touch-up paint on east side gable(2:2004) (1:2005) Repair east side of front porch roof(2:2004) (1:2005) (Porch roof sagging.) Dead stump in yard needs removal (3:2005) Rotten/cracked siding on west wall (2:2005) Gutters need clearing on west side (2:2005)	jn	y	75%	19,775	67.26	37.08	13.44	257.08	374.87
41	Haggard Park	1600 H Ave.	Gladys Harrington	1600 H Ave.	Plano	TX	75074	Garage door needs paint. (3:2003)(3:2004) Notified by owner (3:2005) Tiles missing from front porch. (3:2005) Gutters on north side full of debris (1:2005)	mo/sk	y	75%	96,176	327.12	180.33	65.38	1,250.34	1,823.17

NOTE: All exemption calculations are estimates based on the most recent published tax rates and certified values.
Properties listed with a \$0.00 exemption were surveyed but are not recommended to receive an exemption this year.

EXHIBIT A
CITY OF PLANO HISTORIC TAX EXEMPTION
2005

	RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS	SURV	Y/N	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
42	Haggard Park	1603 H Ave.	Carol Armstrong	1603 H Ave.	Plano	TX	75074	Paint peeling at base near steps. Crack between porch & steps (2:2005) SE gutter bent over front porch (2:2005) South valley at flange over gutter full of debris - needs cleaning out (2:2005). Overall looks good.	mo/sk	y	75%	85,095	289.43	159.55	57.85	1,106.28	1,613.11
43	Haggard Park	1607 H Ave.	Becky Armstrong	1607 H Ave.	Plano	TX	75074	Looks wonderful.	mo/sk	y	75%	107,186	364.57	200.97	72.87	1,393.47	2,031.88
44	Haggard Park	1611 H Ave.	Chris and Pam Hatcher	1611 H Ave.	Plano	TX	75074	Touch up paint on north and south side of house where peeling. (1:2002)(2:2003)(2:2004)(1:2005)	mo/lk	y	75%	83,079	282.57	155.77	56.48	1,080.07	1,574.89
45	Haggard Park	1701 H Ave.	Humberto and Melissa Galvan	1701 H Ave.	Plano	TX	75074	Fascia on 2nd floor, southside - paint peeling (3:2005) Repainting needed below front windows (3:2005)	mo/lk	y	75%	120,085	408.44	225.16	81.64	1,561.17	2,276.40
46	Haggard Park	1707 H Ave.	JRR Colonial Village Ltd.	3909 Wood Lake Dr.	Plano	TX	75093	Aluminum foil covering east windows unsightly. (3:2004) (2:2005) Remove corrugated fiberglass covering on Unit #4 immediately - CA Violation. (1:2005)	mo/lk	y	75%	196,350	667.84	368.16	133.49	2,552.65	3,722.13
47	Haggard Park	1701 I Ave.	Fred Musgrove and Patricia Pasos	1701 I Ave.	Plano	TX	75074	Roofing substrate is deteriorating.(2:2002)(1:2003) Addressing Paint on north side needs touch up.(3:2003) (2:2004)(2:2005) Skirting on north side (2:2005)	mw	y	75%	18,236	62.03	34.19	12.40	237.08	345.69
48	Haggard Park	1703 I Ave.	Joe and Linda Ergonis	3353 Remington Dr.	Plano	TX	75023	Paint peeling, sill wood exposed on all visible windows. (3:2003)(2:2004) (1:2005) Reattach loose downspouts. (3:2004) (2:2005) Window sills, repair & paint (2:2005) Paint roof of shed on north side (3:2005) Repair screen on crawl space vent (2:2005) Clean up back yard! (2:2005) Back porch supports (repair or replace) (2:2005)	mw/co	y	75%	39,001	132.65	73.13	26.51	507.03	739.33
49	Haggard Park	803 18th St.	T. Henson	2045 Forest Ln., Ste. 130	Garland	TX	75042	Remove empty rusting sign. (2:2005)	jn	y	38%	46,443	80.04	44.12	16.00	305.92	446.07
50	Haggard Park	812 18th St.	Charles Spence	106 Salisbury Circle	Murphy	TX	75094	Possible water leak on west side near foundation (2:2005)	jn	y	38%	8,834	15.22	8.39	3.04	58.19	84.85
51	Haggard Park	813 18th St.	Rene Javet	1701 Fernwood Dr.	Plano	TX	75075	Clean paint from window panes. (3:2003)(2:2004)(1:2005) Clean gutters.(1:2004) (1:2005) Fix front step.(2:2004) (1:2005) Repaint front door.(2:2004) (1:2005) Suggest railing along front porch be painted. (3:2005) Mail box duct taped to front railing (1:2005) Very poor signage, need to repair (1:2005) Garage trim needs painting (2:2005) Move dumpster (1:2005) Guttering not connected (2:2005) Paint where roof meets siding on west side (1:2005) Missing shingles on west side. (2:2005)	jn	Y	38%	14,957	25.78	14.21	5.15	98.52	143.66
52	Haggard Park	903 18th St.	Deford & Associates	903 18th St.	Plano	TX	75074	Sign in need of replacement. Rotten wood, rotten trim, cracks in brick -- replace (1:2005) Rotten wood on south side, rotten wood/cracks on east panel (2:2005) Trim paint touch-up on east side (2:2005) Remove wasp nest on east side near 1st column (3:2005)	jn	y	38%	638,731	1,100.73	606.79	220.01	4,207.27	6,134.80
53	Haggard Park	910 18th St.	Ronald Thompson	115 Sonora Lane	Big Sandy	TX	75755-9417	Clean debris from roof & gutters - Ongoing maintenance (3:2005)	mw/co	y	38%	64,836	111.73	61.59	22.33	427.07	622.73
54	Haggard Park	913 18th St.	Robert Streiff	1011 Patrician	Fairview	TX	75069	Repair bent attic vent (remove birds nesting).(2:2004) (2:2005) Rot on cornice above window casing (1:2005) Roof - paint touch up on west side fascia (2:2005).	jn	y	38%	111,617	192.35	106.04	38.45	735.21	1,072.04
55	Haggard Park	1715 H Ave.	Young Dean Homestead Ltd.	1728 Sandpiper Lane	Plano	TX	75075	Repair broken tile on front porch. (3:2004) (3:2005)	mw/co	y	38%	130,197	224.37	123.69	44.85	857.60	1,250.50
56	Downtown	1004 E. 15th St.	1006 E. 15th St. LP	806 E. 15th Street	Plano	TX	75074	Clean plaster on façade right above storefront on west side - not done. (3:2004) (3:2005) Paint needed on west "half timbering". (1:2005) Painting on trim on left gable on front. (2:2005) Rotten cornice on east end, top corner of storefront. (2:2005)	mw	y	38%	198,000	341.21	188.10	68.20	1,304.21	1,901.73
57	Downtown	1007 E. 15th St. (listed as 1005 in tax rolls)	James & Beverly Hiegel	1704 Lake Side Lane	Plano	TX	75023	Touch up paint above awning. (2:2004) (1:2005) Finish painting the back windows and trim. (2:2004) (1:2005) Properly repair broken window on back. (1:2004) (1:2005) Repainting needed in places on back. (1:2004) (1:2005) Repair and paint rotten window sill and trim upstairs on front. (1:2004) (1:2005) Downspout - gap between sections. Bottom section propped up with plank (1:2005) All brick in front needs attention (crumbling) (1:2005)	mo	y	38%	167,083	287.93	158.73	57.55	1,100.56	1,604.78
58	Downtown	1006 E. 15th St.	1006 E. 15th St. LP	806 E. 15th Street	Plano	TX	75074	Not eligible. Potentially contributing once false façade is removed. (2004)	mw	N	0%	69,165	0.00	0.00	0.00	0.00	0.00
59	Downtown	1010 E. 15th St.	Franklin W. Neal	27639 Smithson Valley Drive	San Antonio	TX	78261	Repair cracked plaster and exposed brick on side. (2:2004) (1:2005) Paint side. (2:2004) (1:2005) Repair and paint wood around window on side and back door. (2:2004) (1:2005) Repair rotten wood under roof on side near back. (2:2004) (1:2005) Repair or remove broken concrete steps on side. They are a hazard. (2:2004) (2:2005)	mw	y	38%	94,605	163.03	89.87	32.59	623.16	908.65
60	Downtown	1011 E. 15th St.	Tutco, Inc	1011 E. 15th Street	Plano	TX	75075	DETERIORATING CONDITION Touch up paint on front. (2:2004) (1:2005) Repair deteriorating wood above door. (2:2004) (1:2005) Lower window sill needs painting. (2:2004) (1:2005)	mo	y	38%	289,622	499.11	275.14	99.76	1,907.72	2,781.73

NOTE: All exemption calculations are estimates based on the most recent published tax rates and certified values.
Properties listed with a \$0.00 exemption were surveyed but are not recommended to receive an exemption this year.

EXHIBIT A
CITY OF PLANO HISTORIC TAX EXEMPTION
2005

	RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS	SURV	Y/N	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
61	Downtown	1012 E. 15th St.	Judith Moore	9616 Milltrail Drive	Dallas	TX	75238	Repair and paint area where sign was removed. (2:2004) (2:2005) Paint brick on parapet where brick splayed. (2:2004) (2:2005) Paint back window sills. (2:2004) (2:2005) Kill & remove vine on back. (2:2005) Rotten window sills on back. (2:2005)	mw	y	38%	138,391	238.49	131.47	47.67	911.57	1,329.20
62	Downtown	1013 E. 15th St.	Julia Huntman	1013 E. 15th St.	Plano	TX	75074	Little rust on façade (3:2004) (3:2005) Repair rotting wood in back (2:2004)(3:2005) Canvas awning torn (3:2005) Holes in metal addition (east side) in back (3:2005) Rigid awning mold on underside (1:2005)	mo	y	38%	186,395	321.21	177.08	64.20	1,227.77	1,790.26
63	Downtown	1016 E. 15th St.	Judith Moore	9616 Milltrail Drive	Dallas	TX	75238	Looks good on front. Some rot of fascia on back porch roof. (2:2005)	mw	y	38%	73,455	126.59	69.78	25.30	483.84	705.51
64	Downtown	1017 E. 15th St.	Michael & Mary Jo Montgomery	3518 Brook Glen Drive	Garland	TX	75044	Patch plaster & paint upper portion of front. (1:2004) (1:2005) Repair plaster patching, lower right front. (2:2004) (1:2005) Brick pier needs pointing. (2:2004) (1:2005) Repair the plaster over windows. (2:2004) (1:2005) Back: rotting on trim of upper windows. (2:2004) (1:2005) Handrail needs paint. (2:2004) (1:2005) CONTACTED BY OWNER	mw	y	38%	230,478	397.18	218.95	79.39	1,518.14	2,213.67
65	Downtown	1018 E. 15th St.	Judith Moore	9616 Milltrail Drive	Dallas	TX	75238	Repair, paint or skim coat plaster above canopy (water leakage) (2:2004) (1:2005) Clean debris & cobwebs from front. (3:2005) Cracking in plaster on left front. (2:2005) Clean leaves away from downspout in back. (3:2005)	mw	y	38%	55,473	95.60	52.70	19.11	365.40	532.80
66	Downtown	1020 E. 15th St.	Bert Carpenter	1703 14th Place	Plano	TX	75074	Patch plaster adjoining 1022 15th and rework east side of canopy (1:2004) (1:2005) Cement wash on parapet coping on the back needs to be redone (3:2004) (2:2005) Brick on back needs repainting (3:2004) (2:2005) Seal around head of back door (3:2004) (2:2005) Some repair/painting needed on canopy trim. (3:2005)	MW	y	38%	52,909	91.18	50.26	18.22	348.51	508.17
67	Downtown	1021 E. 15th St.	Alvin & Sandra Dahl	3000 Rockbrook	Plano	TX	75074	Need paint under door. (2:2004) (2:2005) Paint chipping on upper portion of front of bldg. (2:2004) (2:2005) Vines should be cleared from rear of building. GETTING WORSE (3:2004) (2:2005) Above awning green paint chipped & peeling (3:2005) Above front door, sagging. Appears to be from water damage (1:2005)	mo	y	38%	64,254	110.73	61.04	22.13	423.24	617.14
68	Downtown	1022 E. 15th St.	East Side Partners Ltd.	1000 E. 14th Street, Suite 452	Plano	TX	75074	REHAB PLANNED SHORTLY Exposed wiring above entrance door (3:2004) (3:2005) Missing fascia board on door & windows (3:2004) (3:2005) Broken glass in transom (3:2004) (3:2005) Wood on storefront deteriorated (3:2004) (3:2005) Karate painted on brick above windows (3:2004) (3:2005) All brick should be repainted (no sandblasting!) (3:2004) (3:2005) Brick, tuck pointing at parapet needed (3:2004) (3:2005) Door frame in bad shape (3:2004) (3:2005) Bricks missing on back side (1:2004) (1:2005) NOTE: COLLIN CAD SHOWING "0" VALUE THIS YEAR; USING LAST YEAR'S IMPROVEMENT VALUE.	MW	y	38%	48,959	84.37	46.51	322.49	17.10	470.47
69	Downtown	1024 E. 15th St.	Judith Moore	9616 Milltrail Drive	Dallas	TX	75238	Storefront wood framing, especially under picture windows, needs to be painted (3:2004) (2:2005) Parapet cap on rear deteriorated (3:2004) (3:2005) Stucco on back needs to be repaired/replaced. (2:2005)	MW	y	38%	123,189	212.29	117.03	42.43	811.44	1,183.19
70	Downtown	1026 E. 15th St.	Geraldine Stubbs	1702 14th Place	Plano	TX	75074	Surface cracking at top of parapet. If cracks are patched then repainting would be in order on concrete masonry fascia (3:2004)(3:2005) Metal cover over garage door needs to be removed (3:2004) (3:2005) Brick work on rear needs severe effort to repair, tuckpointing & deflection cracking (settlement) (3:2004) (2:2005) Fix broken transom over right front door. (1:2005)	mw	y	38%	179,400	309.16	170.43	61.80	1,181.69	1,723.08
71	Downtown	1029 E. 15th St.	Robert Lynch	4604 Lawson Ct.	Plano	TX	75093	Paint trim around back door. (2:2004) (2:2005) Front door of Dutch Mill needs paint. Some rot in post on right side of door (2:2005) All upstairs window sashes peeling, possibly some rot (1:2005) Back of building - wood needs repair & painting (3:2005) Lungstar door frame has rot (3:2005) Upstairs cornice bricks crumbling and missing (worse on west than east) (2:2005) Awnings split & torn (1:2005)	mo	y	38%	169,713	292.47	161.23	58.46	1,117.89	1,630.04

NOTE: All exemption calculations are estimates based on the most recent published tax rates and certified values.
Properties listed with a \$0.00 exemption were surveyed but are not recommended to receive an exemption this year.

EXHIBIT A
CITY OF PLANO HISTORIC TAX EXEMPTION
2005

	RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS	SURV	Y/N	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX	
72	Downtown	1032 E. 15th St.	Chaddick Corporation	1201 E. 15th Street, Ste 201	Plano	TX	75074	Caulking needed above display windows on east side & above front storefront. (3:2004)(2:2005) Recomposition board @ electric meters to be replaced (3:2004) (2:2005) Window sill - concrete cracked at east side 2nd floor (3:2004) (2:2005) Awnings showing discoloration (3:2005) Side "storefront" to be repaired. (2:2005) Paint "roof" supports on 1425 K & repair (2:2005) Remove unnecessary wires on K side & clean up all (3:2005) NOTE: RENOVATION IN PROGRESS	mw	y	38%	199,848	344.40	189.86	68.84	1,316.38	1,919.48	
73	Downtown	1035 E. 15th St.	Richard Sutton	1583 Bradford Trace	Allen	TX	75002	Paint back door threshold. (2:2004) (2:2005) Whole building needs paint (3:2005) Wood threshold on back door rotting (3:2005)	mo	y	38%	84,784	146.11	80.54	29.20	558.47	814.32	
74	Downtown	1037 E. 15th St.	Cathy & Jorg Fercher	628 Water Oak Dr.	Plano	TX	75025	EXCELLENT CONDITION	mo	y	38%	119,093	205.23	113.14	41.02	784.46	1,143.85	
75	Downtown	1410 J Avenue	Brodhead Family Ltd.	P.O. Box 865123	Plano	TX	75086	No comments.	mw	y	38%	149,136	257.01	141.68	51.37	982.35	1,432.40	
76	Downtown	1418 K Avenue	Fred L. & Patricia M. Musgrove	1418 K Avenue	Plano	TX	75074	Fix shattered window. (1:2004) (1:2005) Whole façade needs replastering. (2:2004) (1:2005) Fill cracks & missing plaster on façade(1:2004) (1:2005) Serious potential structural problem above transom. (1:2004) (1:2005) Paint downspout (rusty). (3:2004) (3:2005) Cracked display window. (2:2004) (2:2005) Loaded trailer, rusting, flat tires in rear. (3:2005)	mo/pw	y	38%	88,318	152.20	83.90	30.42	581.74	848.27	
77	Downtown	1420 K Avenue	Las Brisas Properties	1002 Marion Drive	Garland	TX	75042	Fill cracks on door. (2:2004) (2:2005) Repair rot on bulkhead. (2:2004) (1:2005) Paint back & repaint where necessary. (2:2004) (2:2005) Replace rotten wood on window frames. (2:2004) Appears to have been painted.	mo/pw	y	38%	659,629	1,136.74	626.65	227.21	4,344.92	6,335.52	
78	Downtown	1422 K Avenue	Las Brisas Properties	1002 Marion Drive	Garland	TX	75042	EXCELLENT CONDITION	mo/pw	y	38%	659,629	1,136.74	626.65	227.21	4,344.92	6,335.52	
79	Downtown	1424-1428 K Avenue	Las Brisas Properties	1002 Marion Drive	Garland	TX	75042	NONE ADDRESSED Window sash on NE corner needs paint. (2:2004) (1:2005) Back 4 windows on north side of building need repair & repaint. (2:2004) (1:2005) Between 1426 & 1424 - pilaster face bricks removed for gas pipe exposes common brick -- dangerous. (1:2004)(1:2005) Must be checked and report back. Fill voids in masonry. (2:2004) (2:2005)	mo/pw	y	38%	659,629	1,136.74	626.65	227.21	4,344.92	6,335.52	
									TOTALS			\$12,052,300.00	\$31,332.53	\$17,272.62	\$6,568.40	\$119,456.03	\$174,629.58	
													Total # of Properties Receiving Exemption:	77				

NOTE: All exemption calculations are estimates based on the most recent published tax rates and certified values.
Properties listed with a \$0.00 exemption were surveyed but are not recommended to receive an exemption this year.



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:	03/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	3/3/05
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager	3/4/05
Agenda Coordinator (include phone #): Irene Pegues (7198)				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN 80' TEMPORARY DRAINAGE EASEMENT RECORDED IN VOLUME 2843, PAGE 740 OF THE COLLIN COUNTY DEED RECORDS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NUMBER 738 AND LOCATED APPROXIMATELY 1600 FEET NORTH OF RUISSEAU DRIVE AND BETWEEN PREMIER DRIVE AND US HIGHWAY NO. 75 IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, MOORE PLAZA PARTNERS LIMITED PARTNERSHIP, TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Due to the drainage improvements constructed with Premier Drive, the temporary drainage easement is no longer necessary.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies n/a		

U-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN 80' TEMPORARY DRAINAGE EASEMENT RECORDED IN VOLUME 2843, PAGE 740 OF THE COLLIN COUNTY DEED RECORDS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NUMBER 738 AND LOCATED APPROXIMATELY 1600 FEET NORTH OF RUISSEAU DRIVE AND BETWEEN PREMIER DRIVE AND US HIGHWAY NO. 75 IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, MOORE PLAZA PARTNERS LIMITED PARTNERSHIP, TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 80' temporary drainage easement recorded in Volume 2843, Page 740 of the Deed Records of Collin County, Texas (hereinafter called "Easement") and being situated in the Daniel Rowlett Survey, Abstract Number 738, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, the Engineering Department has advised that an alternate Easement has been provided with the drainage improvements due to construction of Premier Drive and that there will be no detrimental effect on the City if said Easement is abandoned and quitclaimed to the abutting property owner and said Easement should be abandoned.

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
**ABANDONMENT OF A 80' TEMPORARY
DRAINAGE EASEMENT**
DANIEL ROWLETT SURVEY, ABSTRACT NO. 738
CITY OF PLANO, COLLIN COUNTY, TEXAS

BEING a tract of land out of the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, being a part of Lot 6, Block A of the Conveyance Plat of FAIRVIEW CENTRAL PARK ADDITION, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 850 of the Map Records of Collin County, Texas, being a part of the 80' Temporary Drainage Easement recorded in Volume 2843, Page 740 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearing system based on the Revised Conveyance Plat of FAIRVIEW CENTRAL PARK ADDITION, LOTS 5 & 6, BLOCK A, an addition to the City of Plano, Collin County, Texas, as thereof recorded in Cabinet P, Page 587 of the Map Records of Collin County, Texas):

COMMENCING at a brass disk found in the westerly right-of-way line of the U.S. Highway No. 75 frontage road (300-foot wide public right-of-way) for the most northeasterly corner of beforementioned Lot 6, Block A of the Conveyance Plat of FAIRVIEW CENTRAL PARK ADDITION, recorded in Cabinet P, Page 850 of the Map Records of Collin County, Texas, same being the southeast corner of a tract of land described in deed to Ralph E. Pinkus, recorded in Volume 3195, Page 584 of the Deed Records of Collin County, Texas;

THENCE leaving the westerly right of way line of the U.S. Highway No. 75 frontage road, with the north line of the said Conveyance Plat recorded in Cabinet P, Page 850, North 68°19'55" West, a distance of 89.87 feet to a point for the intersection of the north line of said Lot 6, Block A with the east line of the beforementioned 80' Temporary Drainage Easement and the **POINT OF BEGINNING**;

THENCE leaving said north line with the said east line, the following courses and distances to wit:

--South 22°39'37" West, a distance of 131.38 feet to a point for the beginning of a tangent curve to the right;
--Southwesterly, with said curve to the right, through a central angle of 63°32'38", having a radius of 190.06 feet, a chord bearing and distance of South 54°25'56" West, 200.15 feet, an arc distance of 210.79 feet to a point in the easterly right-of-way line of Premier Drive (65-foot public right-of-way), recorded in Cabinet J, Page 334 of the Deed Records of Collin County, Texas for the beginning of a non-tangent curve to the left

THENCE Northerly with said curve to the left, through a central angle of 08°32'16", having a radius of 632.50 feet, a chord bearing and distance of North 19°29'45" East, 94.16 feet, an arc distance of 94.25 feet to a point for corner, same being the beginning of a non-tangent curve to the left;

THENCE leaving the easterly right-of-way line of Premier Drive with the west line of the 80' Temporary Drainage Easement, the following courses and distances to wit:

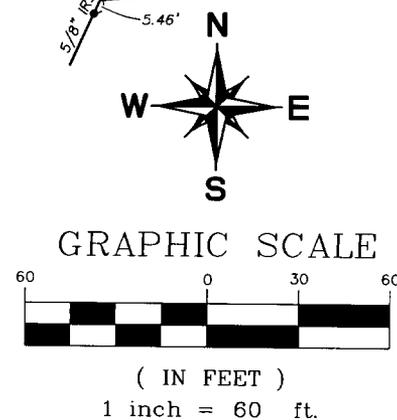
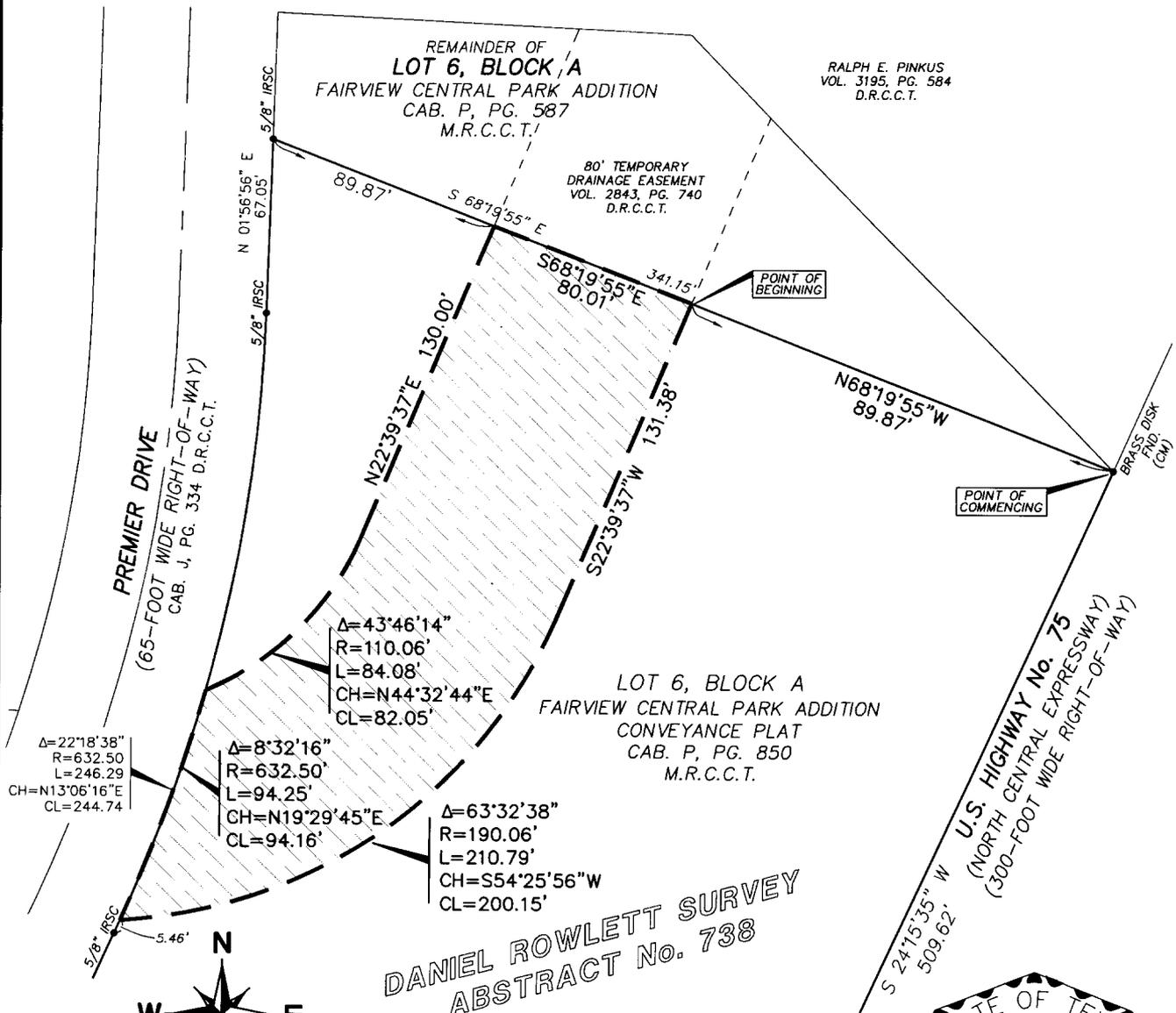
--Northeasterly with said curve to the left, through a central angle of 43°46'14", having a radius of 110.06 feet, a chord bearing and distance of North 44°32'44" East, 82.05 feet, an arc distance of 84.08 feet to a point for corner;
--North 22°39'37" East, a distance of 130.00 feet to a point in the north line of the said Conveyance Plat recorded in Cabinet P, Page 850 of the Deed Records of Collin County, Texas;

THENCE with the said north line, South 68°19'55" East, a distance of 80.01 feet to the **POINT OF BEGINNING** and containing 0.510 acres or land, more or less.



U-4

EXHIBIT "A"
ABANDONMENT OF A 80' TEMPORARY
DRAINAGE EASEMENT
THOMAS B. GARVIN SURVEY, ABSTRACT NO. 466
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS



RALPH E. PINKUS
 VOL. 3195, PG. 584
 D.R.C.C.T.



File: G:\SURVEY\63984000\ESMT-EXHBT.dwg [EXHIBIT] 2/2/2005 3:42pm
 xrefs: images:



U-5

EXHIBIT "B"
PETITION FOR ABANDONMENT

We, the undersigned, (called "Owners"), being all of the owners of real property abutting on that portion of a Temporary Drainage Easement (called "Right-of-Way" or "Easement"), more particularly described in the field note description attached as Petition Exhibit "A", do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way/Easement.

1. The Owners are requesting the abandonment of the Right-of-Way/Easement for the following reasons:
Due to the drainage improvements constructed with Premier Drive, the Temporary Drainage Easement is no longer necessary.
2. The following public interest will be served as a result of the abandonment:
None
3. The Owners hereby release and hold harmless the City from and against any and all claims or causes of action for damages or injury that each may have by reason of the abandonment and closing of the Right-of-Way/Easement.
4. The Owners represent that no other property owner uses the Right-of-Way/Easement for access to their property. The Owners hereby indemnify and hold harmless the City from and against any and all claims or causes of action for damage or injury that any other property owner may have against the City by reason of the abandonment and closing of the Right-of-Way/Easement.
5. Unless the provisions of Paragraph 6 apply, the Owners agree to pay to the City the fair market value of the Right-of-Way/Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the costs of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the City Council of the City not abandon the Right-of-Way/Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
6. The provisions of Paragraph 5 shall not apply if the owners have dedicated other right-of-way to replace that which is to be abandoned, in order to construct a new street which shall take the place of the right-of-way/easement (called "Replacement Right-of-Way"). If the Owners have or will provide Replacement Right-of-Way attached as Petition Exhibit "B" a drawing showing the Replacement Right-of-Way in relation to the Right-of-Way/Easement.

EXHIBIT "B"

- 7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way/Easement is abandoned, the City will quitclaim a portion of the Right-of-Way/Easement in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way/Easement owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:
100% of the abutting property is owned by Moore Plaza Partners Limited Partnership
- 8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way/Easement along with the designation of the abutting ownership. **(Not Applicable)**
- 9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way or Easement to be quitclaimed to each property owner. **(Not Applicable)**

Moore Plaza Partners Limited Partnership

Owner Name

Adam Schiller, President

Owner Representative

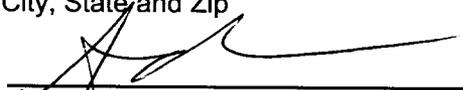
8235 Douglas Avenue, Suite 945

Address

Dallas, Texas 75225

City, State and Zip

Date: 2/3/05



Signature

Contact Person for Property Owners:

Name: Dan Millner

Kimley-Horn & Associates, Inc.

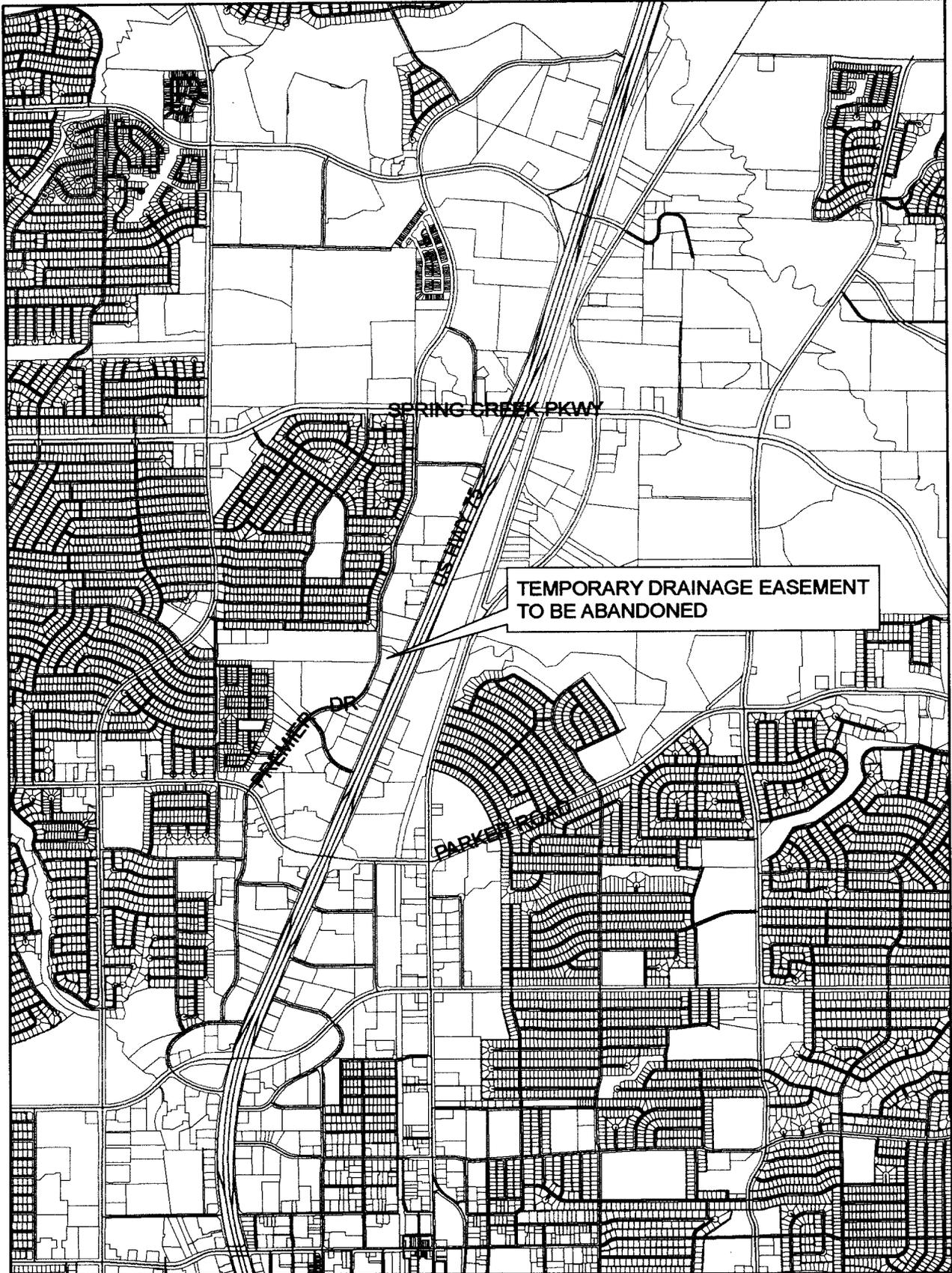
12700 Park Central Drive, Suite 1800

Dallas, Texas 75251

Phone: (972) 770-1300

Fax: (972) 239-3820

U-7



TEMPORARY DRAINAGE EASEMENT
TO BE ABANDONED

SPRING CREEK PKWY

PARKER RD

DR

LOCATION MAP

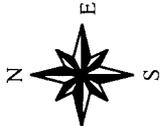
U-8



**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:	03/16/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch		Executive Director <i>[Signature]</i>	3/3/05
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>	3/3/05
Agenda Coordinator (include phone #): I. Pegues 7198 <i>[Signature]</i>				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An ordinance of the City of Plano, Texas, amending the Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-102(e) to include the Prohibition of Stopping, Standing or Parking of Motor Vehicles along the east side of Floyd Drive from Gull Lake Drive south to Elsinore Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:45 p.m. on school days; declaring the Parking of Motor Vehicles in said section of Floyd Drive within the defined time limits as unlawful and a misdemeanor; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Principal of Anderson Elementary, Ms. La Donna Polston, along with the Security Director of the Frisco Independent School District requested that parking on this section of Floyd Drive be prohibited to decrease congestion during student drop-off and pick-up times. After evaluating traffic flow and safety on the road, the Transportation Division recommends the attached parking restriction.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

V-1



CONSIDERATION OF A
PARKING RESTRICTION
ON
FLOYD DRIVE

**CONSIDERATION OF A
PARKING RESTRICTION
ON
FLOYD DRIVE**



Transportation Division

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE PLANO CODE OF ORDINANCES, CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, STOPPING, STANDING, AND PARKING, SECTION 12-102(e) TO INCLUDE THE PROHIBITION OF STOPPING, STANDING OR PARKING OF MOTOR VEHICLES ALONG THE EAST SIDE OF FLOYD DRIVE FROM GULL LAKE DRIVE SOUTH TO ELSINORE DRIVE BETWEEN THE HOURS OF 7:15 A.M. TO 8:15 A.M. AND 2:45 P.M. TO 3:45 P.M. ON SCHOOL DAYS; DECLARING THE PARKING OF MOTOR VEHICLES IN SAID SECTION OF FLOYD DRIVE WITHIN THE DEFINED TIME LIMITS AS UNLAWFUL AND A MISDEMEANOR; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, traffic congestion in the area of Floyd Drive by Anderson Elementary occurs prior to and after school hours, thereby causing safety concerns for students traveling to and from school;

WHEREAS, after review and study of traffic patterns for the area in question, the Transportation Division recommends prohibiting parking of motor vehicles in a section along the east side of Floyd Drive from Gull Lake Drive south to Elsinore Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:45 p.m. on school days; to decrease traffic congestion and increase traffic flow;

WHEREAS, Floyd Drive is located within the incorporated limits of the City of Plano, Collin County, Texas, and thus subject to City Council control under Section 3.07(q) of the City of Plano Charter; and

WHEREAS, the City Council of the City of Plano finds the prohibition of motor-vehicle-parking along the east side of Floyd Drive necessary for the safety of students traveling to and from Anderson Elementary.

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

Section I. The City Council hereby deems it unlawful for any person to stop, stand or park a motor vehicle along the east side of Floyd Drive from Gull Lake Drive south to Elsinore Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:45 p.m. on school days, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

V-3

Section II. The City Council hereby amends the Plano Code of Ordinances, Chapter 12, *Motor Vehicles and Traffic*, Article V, *Stopping, Standing, and Parking*, Section 12-102(e) to include the following language verbatim between the provisions for *Eagle Pass Drive* and *Georgetown Drive*:

"*Floyd Drive*, along the east side of *Floyd Drive* from *Gull Lake Drive* south to *Elsinore Drive* between the hours 7:15 am to 8:15 am and 2:45 p.m. to 3:45 p.m. on school days."

Section III. The City Council authorizes and directs the Traffic Engineer of Plano to place traffic control signs on *Floyd Drive* to notify all persons of the prohibited parking area during specified times.

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

Section V. The City Council intends that this Ordinance, and every provision hereof, is severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance will not affect the validity or constitutionality of any other portion of this Ordinance.

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance is guilty of a misdemeanor and, upon conviction in the Municipal Court, is subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation constitutes a separate offense.

V-4

Section VIII. This Ordinance becomes effective from and after its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

V-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:	3/16/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jim Foster	<i>[Signature]</i>	3-3-05	
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	3/5/05	
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

Authorizing the purchase of one (1) GMC Truck, Model TT7F042, regular tilt cab with dump body in the amount of \$61,056.00 through the Texas Association of School Board Cooperative Purchasing Buyboard Program contract #208-04 awarded to Rush Truck Center Inc. and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	65,000	0	65,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-61,056	0	-61,056
BALANCE	0	3,944	0	3,944

FUND(s): ENVIRONMENTAL WASTE SERVICES FUND

COMMENTS: Funds are included in the FY 2004-05 adopted budget for the purchase of (1) truck with dump body for the Compost Marketing and Operations Department. This truck is a new addition to the fleet approved in the FY 2004-05 Budget.

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

SUMMARY OF ITEM

Equipment Services requests the purchase of one GMC regular tilt cab truck with dump body through the Texas Association of School Board Cooperative Purchasing Buyboard Program, contract #208-04 awarded to Rush Truck Center. This is a new addition to the fleet approved for Dept. 714/Compost Operations, account-#45-714-8421, supplement-#714004 per fiscal year 04/05. This unit is for the purpose of transporting compost to the residents for the citizens of Plano.

Total purchase price including buyboard fee is \$61,056.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Cover, Memo, Financial Wksht, Requisition via fax	

W-1



MEMORANDUM

Date: March 2, 2005
To: Lauren Roberts, Buyer
From: Karl Henry, Equipment Services Manger
Subject: Request to purchase one (1) 2004 GMC, Model TT7F042, Regular Tilt Cab Truck with Dump Body through the Texas Association of School Board Cooperative Purchasing Buyboard Contract No.#208-04, awarded to Rush Truck Center.

Description: One (1) 2004 GMC Regular Tilt Cab Truck with Dump Body, Model-TT7F042.

Total Budget Amount:	\$ 65,000.00
Contract Price:	\$ 58,579.00
Unpublished Options:	\$ 9,077.00
Buyboard Fee:	\$ 400.00
Minus 2004 Model Discount	<u>\$ -7,000.00</u>
Total Purchase Price:	\$ 61,056.00

Note: This is a new addition to the fleet approved in fiscal year 04-05 budget; for Dept 714/Compost Operations, account-#45-714-8421; supplement-#714004. Amount budgeted is \$65,000.00.

Please reference Purchase Order Requisition No. 903327.

Feel free to call me if you have any questions at extension 4181.

Cc: Jimmy Foster
Nancy Nevil
Diane Palmer
Mike Ryan
Stephen Teiper

W-2

CITY OF PLANO

03/02/05

Page - 1

P.O. Number 903327 OR

Cost Center 071

Supplier RUSH TRUCK CENTERS OF TEXAS LP
dba RUSH TRUCK CENTER HOUSTON
10200 NORTH LOOP EAST
HOUSTON TX 77029

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

Ordered 03/01/05 Freight
Requested 03/01/05 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
GMC TILT CAB WITH DUMP BODY INVOICE TO FOLLOW BUYBOARD CONTRACT NO. 208-004. AWARDED TO VENDOR: RUSH TRUCK CENTERS. ***** REQUEST TO PURCHASE ONE (1) 2004 GMC, MODEL TT7F042, REGULAR TILT CAB TRUCK WITH DUMP BODY THROUGH THE TEXAS ASSOCIATION OF SCHOOL BOARD COOPERATIVE PURCHASING BUYBOARD CONTRACT NO. 208-04. TOTAL DOLLAR AMOUNT BUDGETED: \$65,000.00 CONTRACT PRICE: \$58,579.00 UNPUBLISHED OPTIONS: \$9,077.00 ONE-TIME BUYBOARD ADMIN. FEE: \$400.00 SUBTRACT 2004 MODEL DISCOUNT: \$7,000.00 TOTAL PURCHASE PRICE FOR TRUCK: \$61,056.00 INCLUDING BUYBOARD FEE. NOTE: THIS IS A NEW ADDITION TO THE FLEET APPROVED IN FY04-05 BUDGET; DEPT. 714 COMPOST OPERATIONS. ACCOUNT 45-714-8421; SUPPLEMENT 714004. REQUISITION REQUESTED BY KARL HENRY. ESTIMATED TIME OF DELIVERY: 45 DAYS.		EA	.0000	60,656.00	03/01/05
BUYBOARD ADMIN. FEE INVOICE TO FOLLOW		EA	.0000	400.00	03/01/05

Total Order

TermNet 30 Days

61,056.00

W-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	3-2-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	3/3/05
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

Authorizing the purchase of one (1) 2005 Mack CV713 "Granite" Cab & Chassis Tractor, in the amount of \$89,960.00 from Dallas Mack Sales, LP., and one (1) Red River Tandem Axle Live Bottom (48-foot) Trailer, in the amount of \$64,282.00, from B & C Body Company both through the Texas Association of School Board Cooperative Purchasing Program (Buyboard), Contract No. 208-04 and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	155,000	0	155,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-154,242	0	-154,242
BALANCE	0	758	0	758

FUND(s): **ENVIROMENTAL WASTE SERVICES FUND**

COMMENTS: Funds are included in the FY 2004-05 adopted budget for the purchase of (1) Truck Tractor and (1) Trailer for the Compost Marketing and Operations Department. This tractor and trailer are new additions to the fleet which were approved in the FY 2004-05 Budget.

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

SUMMARY OF ITEM

Equipment Services requests the purchase of one Mack CV713 "Granite" Cab & Chassis Tractor from Dallas Mack Sales, LP., via Buyboard Contract #208-04 and one Red River Tandem Axle Live Bottom 48-ft Trailer from B & C Body Company, via Buyboard Contract #208-04. This purchase consists of a Tractor/Trailer combination. This tractor/trailer is a new addition to the fleet approved in the 2004-05 fiscal year budget, Supplement #714002. The tractor/trailer will be utilized in Dept. 714/Compost Operations for transporting compost back and forth from transfer station to compost site in Melissa.

Total amount for the purchase of Tractor/Trailer unit is \$154,242.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Cover, Requisition	

2-1



MEMORANDUM

Date: January 28, 2005
To: Lauren Roberts, Buyer
From: Art Munoz, Technical Specialist
Subject: Request to purchase two (2) separate items through the Texas Association of School Board Cooperative Purchasing BUYBOARD as follows:

ITEM-1: One (1) Mack "Granite" Cab & Chassis Tractor Model-CV713 per Buyboard Contract No. 208-04, awarded to Dallas Mack Sales LP. Purchase Order Requisition No. 903268.

Total Budget Amount:	\$90,000.00
Contract Price:	\$54,970.00
Contract Price w/Options:	\$89,560.00
Buyboard Fee:	\$ 400.00
Total Purchase Price:	<u>\$89,960.00</u>

ITEM-2: One (1) 48-ft Red River Tandem Axle Live Bottom Trailer per Buyboard Contract No. 208-04 awarded to B & C Body Company. Purchase Order Requisition No. 903272.

Total Budget Amount:	\$65,000.00
Contract Price:	\$56,844.00
Contract Price w/Options:	\$64,282.00
Total Purchase Price:	<u>\$64,282.00</u>

TOTAL OF ITEMS 1 & 2: \$154,242.00

Note: This purchase consists of a Tractor/Trailer combination. This will be a new addition for Department 714/Compost Operations, per fiscal year 04/05. Total amount budgeted for this Supplement is **\$155,000.00**. RE: Account: #45-714-8421 Supplement: #714002

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

Cc: Jimmy Foster
Karl Henry
Nancy Nevil
Diane Palmer
Mike Ryan
Stephen Teiper

X-2

PLEASE REVIEW THE QUOTATION BELOW. THIS TRUCK CAN BE PURCHASED USING THE BUYBOARD CONTRACT NUMBER 184-03. 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, TEXA	DATE:	11/22/2004		
Prepared By:	DAVID CARROUM	CONTRACT	208-04		
VENDOR:	DALLAS MACK SALES, LP	ITEM #	6		
Description:	2005 MACK CV713 "GRANITE" CAB & CHASSIS				
A Item Base Unit Price, Per BUYBOARD Contract:		A:	54970		
B OPTIONS QUOTED					
	Description	Cost			
	MACK S440, 44,000# CAP. REAR AXLE	2990			
	DOUBLE FRAME CHASSIS	2750			
	MACK 375 HP ENGINE	3000			
	18.7 CFM AIR COMPRESSOR	2250			
	ALLISON TRANSMISSION	16675			
	14,300# FRONT AXLE	2205			
	11R22.5 FRONT TIRES	1250			
	Subtotal From Additional Sheet(s):				
		Subtotal B:	34,715		
C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)					
	DESCRIPTION	COST	DESCRIPTION	COST	TOTAL
	PRICE ADJUSTMENT	-125			
			Subtotal From Additional Sheet(s):		
			Subtotal C:		(125)
D Miscellaneous Price Adjustments				BUYBOARD FEE!!!!	400
			Subtotal D:		-
E	TOTAL PRICE FOR ONE UNIT!!!				89,960
	Quantity Ordered		X		1
	TOTAL PRICE FOR UNIT!!!				Subtotal E: 89,960
	Total Purchase Price (E+F+G):				89,960

X-3

CITY OF PLANO

02/24/05

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P.O. Number 903268 OR

Cost Center 071

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

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

Ordered 12/10/04 Freight
Requested 12/10/04 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CAB & CHASSIS TRACTOR INVOICE TO FOLLOW BUYBOARD CONTRACT #208-04 AWARDED TO VENDOR: DALLAS MACK SALES, LP. PURCHASE OF ONE (1) MACK TRUCK MODEL CV713 "GRANITE" CAB AND CHASSIS TRACTOR ONLY (PART "A"). TOTAL BUDGETED AMOUNT (PART "A"): \$90,000.00. CONTRACT PRICE: \$54,970.00. CONTRACT PRICE WITH OPTIONS: \$89,560.00. TOTAL PURCHASE PRICE : \$89,560.00. NOTE: THIS PURCHASE IS PART "A" OF A TWO PART PURCHASE WHICH CONSISTS OF A COMBINATION TRACTOR AND TRAILER. NEW ADDITION FOR DEPT. 714, COMPOST OPERATIONS, PER FISCAL YEAR 04/05 BUDGET. THE TOTAL AMOUNT BUDGETED FOR THIS SUPPLEMENT IS \$155,000.00. RE: ACCT. 45-714-8421. SUPPLEMENT #714002. REQUISITION REQUESTED BY ART MUNOZ.	1	EA	89,560.0000	89,560.00	12/10/04
BUYBOARD ADMIN. FEE		EA	.0000	400.00	12/10/04

Total Order

89,960.00

TermNet 30 Days

X-4

B & C BODY CO. DIV. of ETMS Inc.

3511 IRVING BLVD. DALLAS TEXAS 75247
DALLAS
214-630-6225 800-299-6225 fax:214-630-2755

DATE 12-8-04

ATTENTION:

EST. DELIVERY 60 TO 90

PLANO, CITY OF

TERMS NET 30

1111 AVENUE K PLANO TEXAS 75074

F.O.B. PLANO

PHONE: 972-769-4225 FAX: 972-769-4259

TO BE SHIPPED VIA B & C
SALESMAN TED KIDWILL

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION.

QUOTATION RED RIVER CHAIN DRIVE TRAILER QUOTE BUY BOARD PRICING
CONTRACT # 208-04 CONTRACT PERIOD 10-1-04 THRU 9-30-07

CONTRACT OPTION FOR ITEM # 60

RED RIVER TANDEM AXLE LIVE BOTTOM TRAILER
ITEM # 27-4006 103 CU. YDS, 48' LONG, 13' HIGH

PRICE \$56,844.00

UNPUBLISHED OPTION

SPRINGER SIDEWINDER CONTRACT PRICE

6,888.00

UNPUBLISHED OPTIONS

OPTIONAL ITEMS

SHOCK SUSPENSION AHEAD 24"

ADD UNDERIDE GUARD

ADD \$250.00

UNPUBLISHED OPTION

UP GRADE TARDER FROM DONOVAN SINGLE TOP

UPPER TO AERO DUAL TOP DOORS WITH ALL

FUNCTIONAL CONTROLS

(NO ELECTRIC OVER HYD.)

ADD \$1,100.00

UNPUBLISHED OPTION

SCREEN TRAILER FROM 48' TO 46'

DEDUCT - \$1,200.00

UNPUBLISHED OPTION

SCREEN MOUNTING BRACKET FROM

MONITOR DISPLAYS INSTALLED BOTH SIDES

\$400.00

TOTAL \$64,282.00

F.O.B. PLANO TEXAS

NO STATE OR FEDERAL TAX INCLUDED

BUY BOARD FEES INCLUDED IN PRICING

THIS QUOTATION IS SUBJECT TO AND CONDITIONED ON THE AVAILABILITY AND DELIVERY OF THE DESCRIBED EQUIPMENT TO B&C BODY COMPANY INC, BY THE MANUFACTURER. B&C BODY COMPANY OFFERS NO WARRANTY COVERAGE OTHER THAN THAT APPROVED BY MANUFACTURERS AT TIME OF FAILURE.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please refer to above Quotation Number when placing your order

DATE OF ACCEPTANCE _____

BY _____ PLANO, CITY OF _____

THIS QUOTATION IS GOOD FOR 30 DAYS, OR UNTIL MATERIALS AND LABOR COSTS CHANGE

BY  _____
7-5

CITY OF PLANO

02/24/05

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P.O. Number 903272 OR

Cost Center 071

Supplier B & C BODY COMPANY INC
P O BOX 569040
DALLAS TX 75356-9040

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

Ordered 12/10/04 Freight
Requested 12/10/04 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
48 FT. TANDEM AXLE TRAILER	1	EA	64,282.0000	64,282.00	12/10/04

INVOICE TO FOLLOW
BUYBOARD CONTRACT #208-04,
AWARDED TO B&C BODY COMPANY.
PURCHASE OF (1) 48 FT. RED RIVER
TANDEM AXLE LIVE BOTTOM TRAILER
ONLY (PART "B").
TOTAL BUDGET AMOUNT (PART "B") \$65,000.00
CONTRACT PRICE: \$56, 844.00
CONTRACT PRICE WITH OPTIONS: \$64, 282.00
NOTE: THIS PURCHASE IS PART "B" OF A TWO
PART PURCHASE WHICH CONSISTS OF A
COMBINATION TRACTOR TRAILER.
NEW ADDITION TO THE FLEET FOR DEPT. 714
COMPOST OPERATIONS, PER FY04/05.
THE TOTAL AMOUNT BUDGETED FOR THIS
SUPPLEMENT IS \$155,000.00.
RE: ACCOUNT: #45-714-8421.
SUPPLEMENT #714002.
REQUISITION REQUESTED BY ART MUNOZ.

TermDue upon receipt

Total Order

64,282.00

x-6



**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:	3/16/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	3-2-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	3/3/05
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

Authorizing the purchase of nine (9) Mid-Size Police Package Vehicles (Chevrolet Impala 9C3) in the total amount of \$155,619.00 from Caldwell Country Chevrolet, pursuant to the City's participation in the Tarrant County Joint Venture/Purchasing Cooperative Bid No. 2005-001, authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	180,000	0	180,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-155,619	0	-155,619
BALANCE	0	24,381	0	24,381

FUND(s): EQUIPMENT REPLACEMENT FUND & GENERAL FUND

COMMENTS: Funds are included in FY 2004-05 approved budget for the replacement purchase of (6) Impala Police Vehicles and the purchase of (3) new additions to the fleet. The balance of funds will be used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Police Vehicle replacement and purchase relates to the City's Goal of "Safe Liveable Neighborhoods".

SUMMARY OF ITEM

Equipment Services recommends the purchase of nine (9) police package Chevrolet Impala 9C3 vehicles for \$17,291.00 each including options per fiscal year 04/05. Six (6) of these units are scheduled replacements for the following units: 22022, 22025, 22030, 22508, 23018 and 99263, Account#: 071-532-8421/Supplement#: 00071001; two (2) new additions under Account#: 01-532-8421/Supplement#: 532005 and one (1) new addition under Account#: 01-532-8421/Supplement#:532009. These units will be utilized in CID Division.

Total cost of 9 units with options included is \$155,619.00.

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

y-1



MEMORANDUM

Date: February 14, 2005
To: Lauren Roberts, Buyer
From: Art Munoz, Technical Specialist
Subject: Request to purchase nine (9) Mid-Size (Chevrolet Impala 9C3) Police Package Vehicles through Tarrant County Joint Venture/Cooperative Purchase per Bid No. #2005-001, contract awarded to Caldwell Country Chevrolet.
Description: Chevrolet Impala's 9C3 Police Package Vehicles
Quantity: 6-Replacements and 3 new additions per fiscal year 04/05

Base Price each:	\$16,568.00 x 9 =	\$149,112.00
Published Options:	\$ 220.00 x 9 =	\$ 1,980.00
Unpublished Options:	\$ 311.00 x 9 =	\$ 2,799.00
Delivery Charges:	\$ 192.00 x 9 =	\$ 1,728.00
Total Price Per Unit:	\$17,291.00 x 9 =	<u>\$155,619.00</u>
TOTAL BUDGET AMOUNT:	\$20,000.00 x 9 =	\$180,000.00

NOTE: Account #'s and Supplement #'s for all 9 units are as follows:
Account #:071-532-8421/Supplement #:00071001-6 Replacement units for #22022, #22025, #22030, #22508, #23018, #99263
Account #: 01-532-8421 / Supplement #: 532005 – 2 New Additions
Account #: 01-532-8421 / Supplement #: 532009 – 1 New Addition

Please reference CRO NO. **354973.**
Feel free to call me if you have any questions at extension 4182.

Cc: Jimmy Foster
Karl Henry
Greg Rushin
Steve Nagy
Glen Brashear
Diane Palmer
Stephen Teiper

A handwritten signature in black ink, appearing to be "Y-2".

(Contract - Tarrant County 2005-001) **CONTRACT PRICING WORKSHEET**

End User: <i>City of Plano</i>	Contractor: <i>Baby Jack Auto Group</i>
Contact Name: <i>Pat Drans</i>	<i>PO Caldwell Country</i>
Email: <i>patme.plano.gov</i>	Prepared By: <i>Amyl Kemp/Adrienne Gattis</i>
Phone #: <i>972-769-4182</i>	Email: <i>akemp@caldwellcountry.com</i>
Fax #: <i>972-769-4259</i>	Asst Email: <i>agattis@caldwellcountry.com</i>
Location City & State: <i>Plano, TX 75093</i>	Phone #: <i>800-299-7283 or 979-567-8116</i>
Date Prepared: <i>DEC 1, 2004</i>	Fax #: <i>979-567-0853</i>
Product Description: <i>Chevrolet Impala 9C3 (Contract 2005-001)</i>	

A Base Price: *16,568.*

B Published Options

Code	Description	Cost	Code	Description	Cost
<i>UC3</i>	<i>unmarked police pkg</i>	<i>N/C</i>			
<i>B34</i>	<i>Carpet mats</i>	<i>69.</i>			
<i>AP9</i>	<i>Equip net</i>	<i>39.</i>			
<i>PAK</i>	<i>trunk volume - 1qn hd</i>	<i>N/C</i>			
<i>N81</i>	<i>Kull space</i>	<i>112.</i>			

Subtotal B *220.*

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
<i>SST</i>	<i>space saver (w/whl)</i>				
<i>PAV</i>	<i>cover for space saver</i>	<i>311</i>			
	<i>over trunk.</i>				
<i>HOOK</i>	<i>HOOK & SCREEN</i>				
	<i>& BRACKET</i>				

Subtotal C *311.*

D Other Price Adjustments (Installation, Delivery, Etc.)

DELIVERY / 000 Subtotal D *191.*

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)

Quantity Ordered *9* Subtotal E *149,119*

Subtotal F *0*

G Non-Equipment Charges (Trade-In, Warranty, Etc.)

H Total Purchase Price (E+H+G) *149,119.*

Estimated Delivery Date: *45-60 days* *(All)*

y-3

CITY OF PLANO

02/14/05

Page - 1

P.O. Number 354973 OC

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
EQUIPMENT SERVICES
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 02/09/05 Freight
Requested 02/09/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET IMPALA 9C3'S	9	EA	17,291.0000	155,619.00	02/09/05

INVOICE TO FOLLOW

PURCHASE THROUGH TARRANT COUNTY
JOINT VENTURE/COOPERATIVE PURCHASE
PER BID NO. #2005-001.

CONTRACT AWARDED TO:

CALDWELL COUNTRY CHEVROLET.

REQUEST TO PURCHASE NINE (9) MID-SIZE
CHEVROLET IMPALA 9C3'S, POLICE PACKAGE
VEHICLES.

BASE PRICE EACH: \$16,568.00 X 9 = \$149,112.00

PUBLISHED OPTIONS: \$220.00 X 9 = \$1,980.00

UNPUBLISHED OPTIONS: \$311.00 X 9 = \$2,799.00

DELIVERY CHARGES: \$192.00 X 9 = \$1,728.00

TOTAL PRICE PER UNIT: \$17,291.00 X 9 = \$155,619.00

TOTAL BUDGETED AMOUNT: \$20,000.00 X 9 = \$180,000.00

NOTE: ACCOUNT NUMBERS AND SUPPLEMENT NUMBERS
FOR THE NINE (9) UNITS ARE AS FOLLOWS:

ACCOUNT #:071-532-8421/SUPPLEMENT #: 00071001 =

SIX (6) REPLACEMENT UNITS:

REPLACING UNITS: 22022, 22025, 22030, 22508 , 23018 AND 99263.

ACCOUNT #: 01-532-8421/SUPPLEMENT #: 532005 =

TWO (2) NEW ADDITIONS TO THE FLEET.

ACCOUNT#: 01-532-8421/SUPPLEMENT #: 532009 =

ONE (1) NEW ADDITION TO THE FLEET.

CRO REQUESTED BY ART MUNOZ.

Y-4
TermNet 30 Days

Total Order

155,619.00



**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:	3/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	3-2-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	3/3/05
Agenda Coordinator (include phone #):	Linda M. Robinson x 4180				

ACTION REQUESTED:

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

CAPTION

Authorizing the purchase of one (1) Rosenbauer-General Safety Extruded Aluminum Rescue CAFS Unit on a Ford F-550 Chassis in the amount of \$149,717.00 per H-GAC Contract No. AAAACA, awarded to Emergency Vehicles of Texas, Inc. and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-149,717	0	-149,717
BALANCE	0	283	0	283

FUND(s): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2004-05 approved budget for the replacement purchase of this unit. The balance of funds will be used for other rolling stock purchases.

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

SUMMARY OF ITEM

Equipment Services requests the purchase of one Rosenbauer-General Safety Extruded Aluminum Rescue CAFS Unit on a Ford F-550 Chassis from Emergency Vehicles of Texas, Inc., via H-GAC Contract #AAAACA. This purchase is a scheduled replacement for unit #47431/Dept-552, budgeted for fiscal year 2004-05, Account #01-552-8421, Supplement #00071001. Unit will be utilized to operate in the City's Fire Department to assist in the operation to preserve and protect the health, safety and welfare of the citizen's of Plano.

NOTE: This unit is deferred from budget fiscal year 2002-03.

Total contract price including Administrative fees is \$149,717.00.

List of Supporting Documents: Memo, Cover, Requisition	Other Departments, Boards, Commissions or Agencies
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MEMORANDUM

Date: February 23, 2005
To: Lauren Roberts, Buyer
From: Art Munoz, Technical Specialist
Subject: Request to purchase one (1) Rosenbauer-General Safety Extruded Aluminum Rescue CAFS Unit on a Ford F-550 Chassis for Dept-552/Fire Dept. per H-GAC Contract No. #AAAACA, awarded to Emergency Vehicles of Texas, Inc.

Description: One (1) Rosenbauer-General Safety Extruded Aluminum Rescue CAFS unit on a Ford F-550.

Contract Base Price per Bid No AAAACA:	\$172,018.00
Published Options added to base price:	\$ 16,059.00
Unpublished Options added to price:	\$ 44,022.00
Contract Items DELETED from base price:	<u>\$ -84,382.00</u>
SUB-TOTAL CONTRACT PRICE less H-GAC fees:	\$147,717.00
H-GAC Administrative Fees:	<u>\$ 2,000.00</u>
TOTAL PURCHASE PRICE (w/options and fees)	\$149,717.00
Budgeted Amount per fiscal year 04/05:	\$150,000.00

NOTE: This purchase replaces unit #47431, deferred from fiscal year 02/03.
Account: #01-552-8421 Supplement: #00071001

Please reference P.O. Requisition NO. **903319**.

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

Cc: Jimmy Foster
Karl Henry
Kirk Owen
Bill Peterson
Bruce Glasscock
Diane Palmer
Steve Teiper

Z-2



EMERGENCY VEHICLES PROPOSAL

DATE: February 10, 2005

This proposal has been prepared for:

City Of Plano Fire Department

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company in Fort Worth, Texas the following apparatus and equipment to be built in accordance with the attached specifications:

QUANTITY	MODEL	UNIT PRICE
One (1)	Rosenbauer-General Safety Extruded Aluminum Rescue CAFS Unit on a Ford F550 Chassis	\$ 147,717.00
One (1)	HGAC Contract # AAAACA Fee	\$ 2000.00
	TOTAL	\$149,717.00

6000 HUDDLESTON STREET
FORT WORTH, TEXAS 76137

L-3

Page 2 of 2

Delivery will be **F.O.B.** Plano, TX. and will be made approximately 360 calendar days after receipt of the purchase order.

Terms of payment are **NET ON DELIVERY**, unless otherwise stated.

This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, at the discretion of the Company.

EMERGENCY VEHICLES OF TEXAS, INC.

By: *Reid Choate*

Reid Choate, Sales Manager

**6000 HUDDLESTON STREET
FORT WORTH, TEXAS 76137**

Z-4

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: Ford 2-Door OEM, single axle, extruded aluminum non-walkin

Number of Units: ONE (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. AAAACA	(per single unit)	\$ 172,018.00
B.	Published Options added to Base Bid.....	(per single unit).....	\$ 16,059.00
C. PER UNIT SUB TOTAL:		\$ 188,077.00

Change Order Provisions (if applicable):

D.	Dollar value of Unpublished Options added to base bid price <u>per unit</u>	\$ 44,022.00
E.	Dollar value of Contract Items <u>per unit</u> deleted from Base Bid total.....	\$ 84,382.00
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order 21.4%)	\$ (40,360.00)
G.	Order total without H-GAC fee for ONE (1) units	SUB TOTAL: \$ 147,717.00
H.	H-GAC Administrative Fee (from Fee Schedules)	\$ 2,000.00
I.	Non-Equipment Charges (ie. Cost of Factory Trips, etc.)	
<hr/>		
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC	\$ 149,717.00

K. COMMENTS AND NOTES:

Z-5

CITY OF PLANO

02/23/05
 Page - 1
 P.O. Number 903319 OR
 Cost Center 071

Supplier EMERGENCY VEHICLES OF TEXAS
 6000 HUDDLESTON ST
 FT WORTH TX 76137

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

Ordered 02/18/05 Freight
 Requested 02/18/05 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
ALUMINUM RESCUE CAFS UNIT		EA	.0000	147,717.00	02/18/05
INVOICE TO FOLLOW REQUEST TO PURCHASE ONE (1) ROSENBAUER-GENERAL SAFETY EXTRUDED ALUMINUM RESCUE CAFS UNIT ON A FORD F-550 CHASSIS FOR DEPT. 552, FIRE DEPT. PER H-GAC CONTRACT #AAAACA. AWARDED TO EMERGENCY VEHICLES OF TEXAS, INC. ***** CONTRACT BASE PRICE PER BID NO. AAAACA: \$172,018.00 PUBLISHED OPTIONS ADDED TO BASE PRICE: \$16,059.00 UNPUBLISHED OPTIONS ADDED TO PRICE: \$44,022.00 CONTRACT ITEMS DELETED FROM BASE PRICE: \$-84,382.00 SUB-TOTAL CONTRACT PRICE (W/O H-GAC FEE): \$147,717.00 H-GAC ADMINISTRATIVE FEES: \$2,000.00. TOTAL PURCHASE PRICE (W/OPTIONS AND FEES) \$149,717.00 BUDGETED AMOUNT PER FY04/05: \$150,000.00. ***** NOTE: THIS UNIT IS DEFERRED FROM FY02-03 AND WILL BE REPLACING UNIT 47431. ACCOUNT #01-552-8421; SUPPLEMENT #000-71-001. REQUISITION REQUESTED BY ART MUNOZ.					
H-GAC ADMINISTRATIVE FEES		EA	.0000	2,000.00	02/18/05
INVOICE TO FOLLOW					

Total Order
 149,717.00

TermNet 30 Days

E-6



**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:	3/16/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	3-2-05
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/3/05
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

CAPTION

Authorizing the purchase of four (4) Full size Chevrolet Tahoes with Police Package for Dept-532/Police in the amount of \$102,393.16 from Classic Chevrolet in Grapevine, Texas, through Tarrant County Contract No. 2005-030 and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0		0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-102,393	0	-102,393
BALANCE	0	-102,393	0	-102,393

FUND(s): **EQUIPMENT REPLACEMENT FUND**

COMMENTS: This item is for the purchase of (4) mid-year, unscheduled Police vehicle replacements. Funding for these vehicles will come from funds available in the Equipment Replacement Fund balance.

STRATEGIC PLAN GOAL: Police Vehicle replacement relates to the City's Goal of "Safe, Liveable Neighborhoods."

SUMMARY OF ITEM

Equipment Services requests the purchase of four Full-size Chevrolet Tahoes with Police Package from Classic Chevrolet, via Tarrant County Contract #2005-030. The Tahoes have been approved by Executive Director, Bruce Glasscock and City Manager, Tom Muehlenbeck.

These units will replace #98105, #98106, #98107, and #98114.

Total cost of 4 units including options is \$ \$102,393.16.

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

aa-1



MEMORANDUM

Date: February 23, 2005
To: Lauren Roberts, Buyer
From: Art Munoz, Technical Specialist
Subject: Request to purchase four (4) Full-Size Chevrolet Tahoes with Police Package for Dept-532/Police through Tarrant County Joint Venture/Cooperative Purchase per Bid No. #2005-030, contract awarded to Classic Chevrolet.

Description: Four (4) Full-Size Chevrolet Tahoes with Police Package.

Contract Price each:	\$ 24,780.88
Published Options:	\$ 803.41
Unpublished Options (4-Additional keys per unit):	\$ 14.00
Contract Price with Options:	\$ 25,598.29

Total Price Per Unit: \$25,598.29 x 4 = **\$102,393.16**

NOTE: Police Chief Gregory W. Rushin requested/received an approval to replace three (3) Chevrolet Tahoes from Executive Director, Bruce D. Glasscock and City Manager, Tom Muehlenbeck. An additional unit has also been recommended for replacement by Equipment Services Staff which makes a total of four (4) mid-year replacement Full-size SUV's with Police Package for the following units: #98105, #98106, #98107 and #98114.

Please reference P.O. Requisition NO. **903318.**

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

Cc: Tom Muehlenbeck
Bruce D. Glasscock
Jimmy Foster
Karl Henry
Greg Rushin
Steve Nagy
Glen Brashear
Diane Palmer
Stephen Teiner

A handwritten signature in black ink, appearing to be "AB-2".

CITY OF PLANO

02/14/05

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P.O. Number 903318 OR

Cost Center 071

Supplier CLASSIC CHEVROLET
P O BOX 1717
GRAPEVINE TX 76051

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

Ordered 02/14/05 Freight
Requested 02/14/05 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET TAHOES/POLICE PKG.	4	EA	25,598.2900	102,393.16	02/14/05

INVOICE TO FOLLOW

REQUEST TO PURCHASE FOUR (4) FULL
SIZE CHEVROLET TAHOES WITH POLICE
PACKAGES FOR DEPT. 532/POLICE; THROUGH
TARRANT COUNTY JOINT VENTURE/COOPERATIVE
PURCHASE PER BID NO. #2005-030, CONTRACT
AWARDED TO CLASSIC CHEVROLET.

CONTRACT PRICE EACH: \$24,780.88
PUBLISHED OPTIONS: \$817.41
CONTRACT PRICE WITH OPTIONS: \$25,598.29
TOTAL PRICE PER UNIT \$25,598.29 X 4 = \$102,393.16

NOTE: POLICE CHIEF GREGORY W. RUSHIN REQUESTED AND
RECEIVED APPROVAL TO REPLACE THREE (3) CHEVROLET POLICE
PACKAGE TAHOES FROM EXECUTIVE DIRECTOR BRUCE D. GLASSCOCK
AND CITY MANAGER, TOM MUEHLENBECK. AN ADDITIONAL UNIT
HAS ALSO BEEN RECOMMENDED FOR REPLACEMENT BY EQUIPMENT
SERVICES STAFF WHICH MAKES A TOTAL OF FOUR (4) MID-
YEAR REPLACEMENT FULL SIZE SUV'S WITH POLICE PACKAGES
FOR THE FOLLOWING UNITS: 98105, 98106, 98107 AND 98114, DEPT. 532.
REQUISITION REQUESTED BY ART MUNOZ.

TermNet 30 Days
Total Order
102,393.16

aa-3

MEMORANDUM

Date: February 9, 2005
To: John Albanese, Fleet Sales
From: Art Munoz, Equip. Services

Subject: Request for pricing on (4) SUV w/Police Package per
Bid No. 2005-030.

Base price per unit:	\$ 24,780.88
Options:	
(A1) Dual Batteries, Code-#8Y9	\$ 92.96
(B3) Spotlamp, Left Hand (drivers side), Code-#7X6	\$ 373.50
Go Rhino Push Bumpers #5036	\$ 235.00
- 4-Additional set of keys per unit	\$ 14.00
Shop Service manuals (book form)	\$ 101.95
Total price per unit w/options:	\$ 25,598.29
Total price per unit x 4 w/options:	\$ 102,393.16

Note: I make sure that option #9G8 daytime running lights are deleted,
Police Dept. definitely does not want this option on these units.

Please provide an estimated delivery date: 120 days FRO

Feel free to call me at (972) 769-4182 if you have any questions.

Thanx---

Art Munoz

aa-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	03/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering Department	Initials	Date		
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	<i>3/9/05</i>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>3/7/05</i>	
Agenda Coordinator (include phone #):	Irene Pegues (7198)	Project No. 5386			
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 - APPROVAL OF EXPENDITURE					
CAPTION					
Approval of an expenditure in the amount of \$38,613.30 to GME Consulting Services, Inc. for construction materials testing services in conjunction with the construction of Janwood Drive - Alma Drive to Westwood Drive from an existing contract (DO21-05), 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:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		124,684	1,825,319	0	1,950,003
Encumbered/Expended Amount		-124,684	-1,899,100	0	-2,023,784
This Item		0	-38,613	0	-38,613
BALANCE		0	-112,394	0	-112,394
FUND(S): STREET IMPROVEMENT CIP, WATER CIP AND SEWER CIP					
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP, Water CIP and Sewer CIP. This item in the amount of \$38,613 will exceed the current year balance of \$112,394. The overage will be funded through saving and reallocation of other street improvement and sewer projects.					
STRATEGIC PLAN GOAL: This construction project relates to the City's Goal of Safe, Efficient Travel and Livable Neighborhoods and Urban Centers.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for construction materials testing, in the amount of \$38,613.30. GME Consulting Services, Inc. is one of the six contracted vendors for this service during 2004-05 (DO21-05). Funding is available from the Street Improvement, Water and Sewer Community Investment Programs; therefore, staff recommends approval.					
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies				
N/A					

bb-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: 03/16/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		<i>[Signature]</i>	3/14/05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Pegues (7198) <i>[Signature]</i>	(Project No. 5276)		

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

CAPTION

Approval and authorization for the selection of TranSystems Corporation Consultants to provide Professional Engineering Services for an amount not to exceed \$112,945 in connection with the design of Intersection Improvements - Jupiter Road and Plano Parkway (TxDOT) and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	-8,000	0	-8,000
This Item	0	-112,945	0	-112,945
BALANCE	0	29,055	0	29,055

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in an amount not to exceed \$112,945, will leave a current year balance of \$29,055 for the Jupiter/Plano Parkway Intersection Improvements project.

STRATEGIC PLAN GOAL: Intersection improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with TranSystems Corporation Consultants is for engineering design for Intersection Improvements - Jupiter Road and Plano Parkway (TxDOT) to include paving, drainage, utility relocation, signal timings, pavement markings, and right-of-way procurement.

The contract fee is for \$112,945 and is detailed as follows:

Basic Services

Project Management & Scheduling	\$ 3,120
Research and Data Collection	\$ 1,680
Traffic Analysis	\$ 2,960
Schematic Design	\$ 5,000
Preliminary Design	\$ 42,580
Final Design	\$ 25,915
Bid Phase Services	\$ 690
Reimbursable Expenses	\$ 3,000
Construction Phase Services	\$ 2,140
Construction Control Survey	\$ 1,650
Subtotal	\$ 88,735

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Services

Design Survey	\$ 6,600
Right of Way/Easement Surveying	\$ 8,110
Geotechnical Report	\$ 4,900
Environmental Document	\$ 4,600
Special Services Total	\$ 24,210

TOTAL \$112,945

Funding is available from the 2004-05 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$565,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

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**INTERSECTION IMPROVEMENTS – JUPITER ROAD AND PLANO PARKWAY
(TXDOT)**

PROJECT NO. 5276

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 **TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** Corporation licensed to do business in Texas, 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 ROAD AND PLANO PARKWAY (TXDOT)** 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.

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:

Transystems Corporation Consultants
Gary Kraus
3010 LBJ Freeway #990
Dallas TX 75234

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.

**TRANSYSTEMS CORPORATION
CONSULTANTS**
A Missouri Corporation licensed to do
business in Texas

DATE: _____

BY: _____
Gary Krauss, Vice 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 _____, _____, by **GARY KRAUSS, VICE PRESIDENT**, of **TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** corporation licensed to do business in Texas, 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 _____, _____, 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**

**JUPITER ROAD AT PLANO PARKWAY
INTERSECTION IMPROVEMENTS**

PROJECT NUMBER 5276

PROJECT DESCRIPTION:

Adding an additional left turn lane from westbound Plano Parkway to southbound Jupiter, a right turn lane from eastbound Plano Parkway to southbound Jupiter, a right turn lane from northbound Jupiter to eastbound Plano Parkway and a right turn lane from southbound Jupiter to westbound George Bush Turnpike Service Road. Lane adjustments are anticipated for westbound Plano Parkway via a shift to the north; complete reconstruction of the Plano Parkway/Jupiter Road intersection is not included.

BASIC SERVICES:

A. 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.
3. Meet with TxDOT engineering staff to obtain proposed and existing roadway construction plans, to coordinate proposed connections and construction phasing related to TxDOT roadways in the project area and to coordinate schedules and submittals.

B. Traffic Analysis

1. Using existing traffic counts as supplied by the City of Plano, complete a traffic analysis to determine lane stacking requirements.

C. Schematic Design

1. Prepare a schematic plan for submittal to TxDOT to include:
 - Plan view geometrics of all proposed turn lanes and lane adjustments
 - Typical sections for all turn lanes and lane adjustments
 - Traffic diagram showing traffic counts
 - Identification of additional right of way parcels

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D. 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 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'.
 - Final buttoning and signage plan sheets. Scale 1"= 40'.
 - Traffic signal plans. 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. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City and to TxDOT for review.
6. Meet with City of Plano and TxDOT staff to discuss comments on preliminary plans, specifications and cost estimates.
7. 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.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano and TxDOT.
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 one set 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.

F. Bid Phase Services –

1. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
2. 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.
3. Assist City staff in conducting a pre-bid conference, if required.
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. Provide bid tabulation to the City of Plano within four working days of the bid letting.
7. 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.
8. Assist City staff in a pre-construction conference.
9. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

G. Construction Phase –

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk 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.

H. Construction Control Survey –

1. Set vertical and horizontal control for construction.

SPECIAL SERVICES:

A. 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. T.U. Elec., GTE Telephone, Lone Star 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. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

B. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project. Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal. A total of (5) exhibits and descriptions are anticipated.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

C. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) right-of-way tracts on a per tract basis. Deliver three (3) reviewed and approved originals each to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

D. Geotechnical Report –

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the preliminary design plans. A total of five (5) geotechnical investigations are anticipated, all outside of the existing pavement where lanes are proposed, one at each quadrant of the Jupiter/Plano Parkway intersection and one at the Jupiter/PGBT service road intersection
2. The geotechnical report shall include, but not be limited to the following:
 - A subsurface investigation consisting of soil and rock borings drilled to depth of 10 feet to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings.
 - Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials.
 - Soil classification based on laboratory tests, estimation of subgrade support characteristics and recommended subgrade stabilization using lime for a rigid pavement.
3. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report.

E. Environmental Document

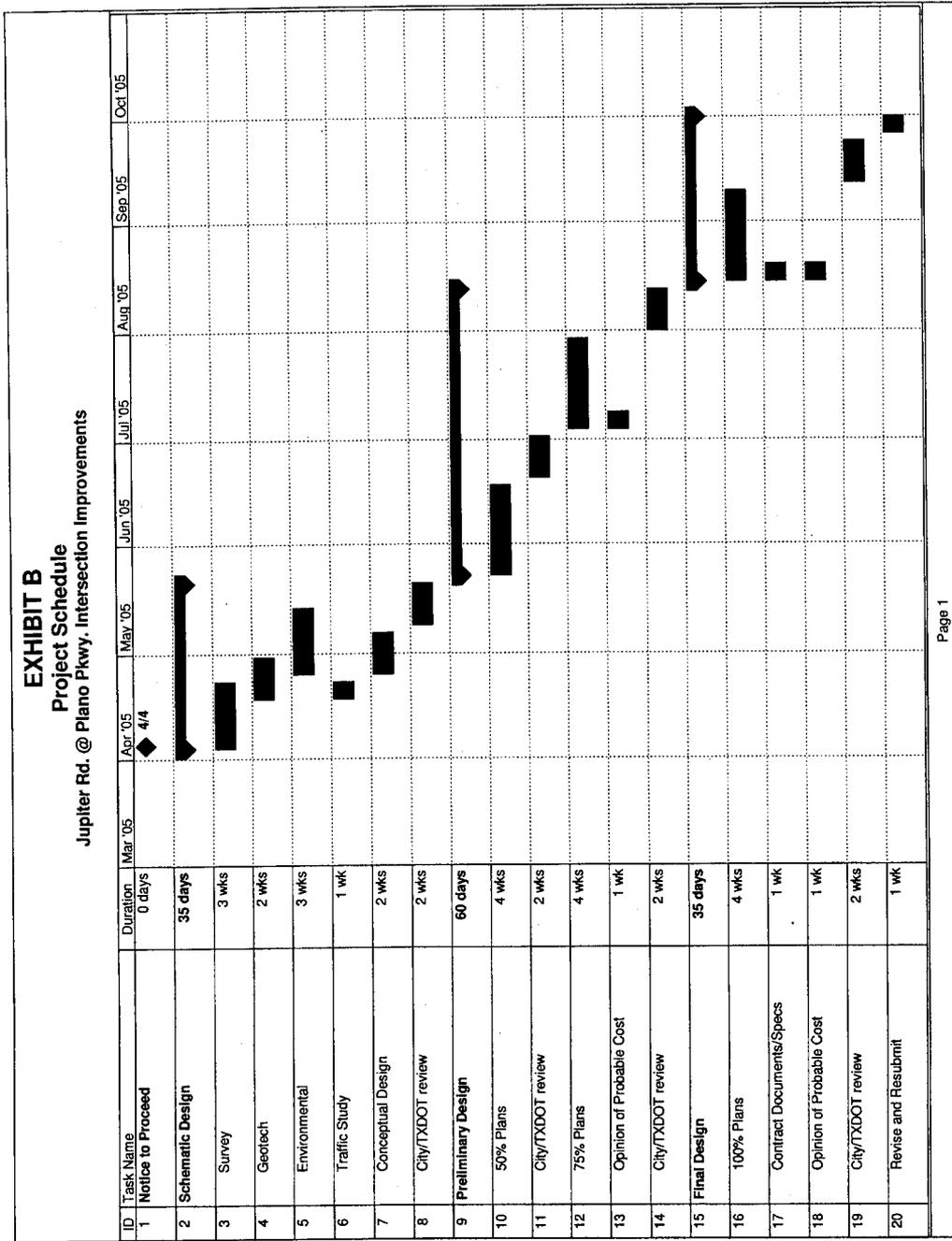
1. Prepare an environmental document to be a Categorical Exclusion (CE) and submit to TxDOT.

ASSUMPTIONS

- No sanitary sewer or water main improvements are included other than manhole/hydrant/valve adjustments
- No detailed environmental assessments are included, only the documentation for a Categorical Exclusion (CE).
- Traffic Analysis to include existing traffic counts, no new traffic counts to be taken or future analysis or turning movements to be conducted.
- Signal design efforts are anticipated at Jupiter/Plano Parkway intersection but not at Jupiter/PCBT intersection.
- Storm sewer improvements are limited to inlet and lateral adjustments, not upgrading of storm sewer system
- No right of way map will be required for TxDOT.
- Replatting of properties will not be required for right of way acquisition.
- No franchise utility design is included.

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EXHIBIT B
Project Schedule
Jupiter Rd. @ Plano Pkwy. Intersection Improvements



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EXHIBIT C to Agreement Between the City of Plano, Texas (CITY) and (ENGINEER) for Professional Services.

COMPENSATION AND METHOD OF PAYMENT

For all professional engineering services included in EXHIBIT "A", Scope of Services, the CITY agrees to pay the ENGINEER on a monthly basis. The total amount of the Contract shall not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. We recommend that the CITY budget the following:

Basic Services	
Project Management & Scheduling	\$ 3,120.00
Research and Data Collection	\$ 1,680.00
Traffic Analysis	\$ 2,960.00
Schematic Design	\$ 5,000.00
Preliminary Design	\$ 42,580.00
Final Design	\$ 25,915.00
Bid Phase Services	\$ 690.00
Reimbursable Expenses	\$ 3,000.00
Construction Phase Services	\$ 2,140.00
Construction Control Survey	\$ 1,650.00
Total Not To Exceed	\$ 88,735.00
Special Services	
Design Survey	\$ 6,600.00
Right of Way / Easement Surveying	\$ 8,110.00
Geotechnical Report	\$ 4,900.00
Environmental Document	\$ 4,600.00
Total Special Services	\$ 24,210.00

Monthly statements for services will be based upon time directly chargeable to the project by the various types of individuals employed by the ENGINEER in accordance with the rate schedule in effect at the time of the services. ENGINEER may revise the rate schedule on January 1 of each year. The current rate schedule is attached.

Monthly statements for reimbursable services performed by subconsultants will be based upon the actual cost to the ENGINEER.

Direct reimbursable expenses for services such as express mail, fees, out-of town mileage (trips in excess of 100 miles) printing and other direct expenses that are incurred during the progress of the project will be billed at the ENGINEER'S cost.

END OF EXHIBIT C

"Attachment A"

2005 SCHEDULE OF RATES

TranSystems Corporation Consultants

3010 LBJ Freeway, Suite 990

Dallas, Texas 75234

(972) 280-9300

(Schedule of Hourly Rates as of January 1, 2005)

	Hourly Rate
Principal / Engineer V	\$ 210.00
Engineer IV	\$ 140.00
Engineer III	\$ 120.00
Engineer II	\$ 105.00
Engineer I	\$ 85.00
Planner V	\$ 150.00
Planner IV	\$ 125.00
Planner III	\$ 80.00
Planner II	\$ 80.00
Planner I	\$ 65.00
Technician V	\$ 115.00
Technician IV	\$ 95.00
Technician III	\$ 70.00
Technician II	\$ 60.00
Technician I	\$ 50.00
Surveyor IV / RPLS	\$ 100.00
Surveyor III	\$ 75.00
Surveyor II	\$ 55.00
Surveyor I	\$ 45.00
GPS Survey Crew	\$ 160.00
Survey / 4-Man Crew	\$ 175.00
Survey / 3-Man Crew	\$ 140.00
Survey / 2-Man Crew	\$ 100.00
Inspector IV	\$ 85.00
Inspector III	\$ 80.00
Inspector II	\$ 65.00
Inspector I	\$ 55.00
Administrator III	\$ 70.00
Administrator II	\$ 55.00
Administrator I	\$ 50.00
Clerical III	\$ 45.00
Clerical II	\$ 40.00
Clerical I	\$ 35.00
Subcontracted labor, material testing equipment, printing and technical photography, and all other direct job expenses to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile.	
	

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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- 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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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 Engineering Firm

By: _____
Signature

(Print Name)

Title

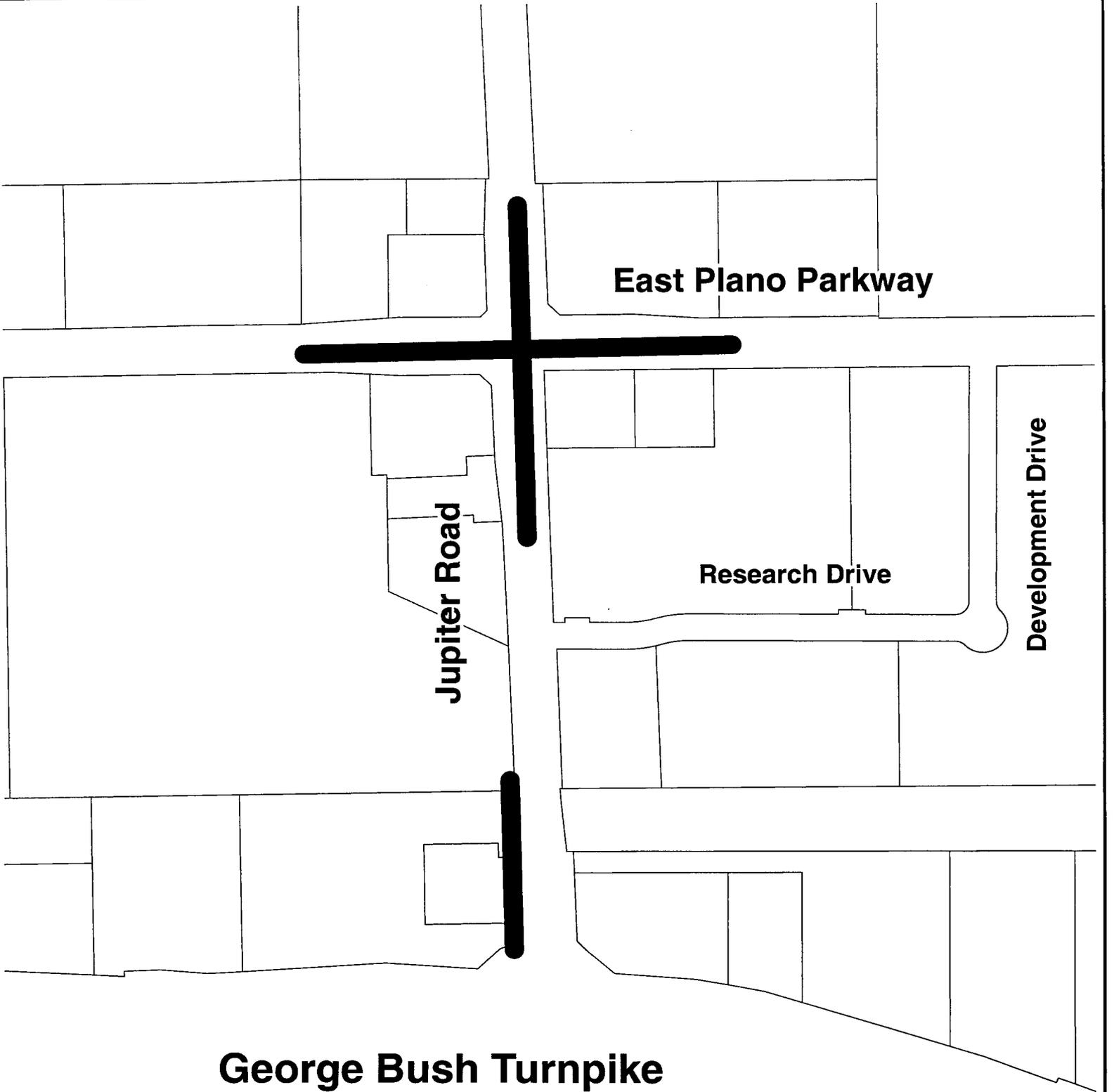
Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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East Plano Parkway

Jupiter Road

Research Drive

Development Drive

George Bush Turnpike



CA-24

**Intersection Improvements
Jupiter & Plano Parkway (TxDOT)**

1 inch equals 300 feet

0 100 200 400 600 800 Feet



**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:	03/16/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	3/19/05	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	3/7/05	
Agenda Coordinator (include phone #):	Pegues (7198)		(Project No. 5506)		

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

CAPTION

Approval and authorization for the selection of USA Professional Services Group, Inc. to provide Professional Engineering Services for an amount not to exceed \$26,450 in connection with the design of Alley Reconstruction – Los Rios Boulevard and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	50,000	300,000	350,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-26,450	0	-26,450
BALANCE	0	23,550	300,000	323,550

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount not to exceed \$26,450, will leave a current year balance of \$23,550 for the Alley Reconstruction project.

STRATEGIC PLAN GOAL: Alley reconstruction agreement relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with USA Professional Services Group, Inc. is for engineering design for Alley Reconstruction – Los Rios Boulevard to include the design and preparation of construction plans for the replacement of the existing pavement, drive approaches, sidewalks and appurtenances.

The contract fee is for \$26,450 and is detailed as follows:

Design Survey	\$ 7,500.00
Preliminary Design	\$ 8,450.00
Final Design	\$ 4,250.00
Bid Phase Services	\$ 1,000.00
Printing and other reimbursables	\$ 1,750.00
Construction Phase Services (including control staking)	\$ 2,000.00
SUBTOTAL	\$ 24,950.00
Special Services	
Right of Way/Easement Metes & Bounds	\$ 1,500.00
TOTAL	\$ 26,450.00

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$175,649.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

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ALLEY RECONSTRUCTION – LOS RIOS BOULEVARD

PROJECT NO. 5506

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 **USA PROFESSIONAL SERVICES GROUP, 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 **ALLEY RECONSTRUCTION – LOS RIOS BOULEVARD** 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

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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.

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.

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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:

USA Professional Services Group, Inc.
Scott Young
1525 Viceroy Drive
Dallas TX 75235

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.

**USA PROFESSIONAL SERVICES
GROUP, INC.**
A Texas Corporation

DATE: _____

BY: _____
Scott Young, P.E., Vice 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 _____, _____, by **SCOTT YOUNG, P.E., VICE PRESIDENT, of USA PROFESSIONAL SERVICES GROUP, 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 _____, _____, 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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SCOPE OF SERVICES

ALLEY RECONSTRUCTION Los Rios PROJECT NUMBER 5506 CIP NUMBER 33-37841

PROJECT DESCRIPTION:

The design and preparation of construction plans for the replacement of the existing pavement, drive approaches, sidewalks and appurtenances along the following alleys within the City of Plano:

- Alley Between Robles Ct & Hondo Court (540 LF)
- Alley R Avenue 440 feet North of 14TH St (440 LF)
- Alley Behind R Avenue - 17TH St to 18TH Street. (820 LF)

BASIC SERVICES:

A. 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 to determine the extent of pavement and sanitary sewer replacement.

B. 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, TXU Gas, AT&T Broadband, 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 alley cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and are not be a part of the final construction plan set.

6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. 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 sheets. Scale 1"= 40'.
 - Paving plan & profile sheets for alley improvements. Show existing and proposed profile grade. Scale 1"= 20'H, 1" =5'V.
 - Sanitary sewer improvement (with laterals) plan & profile sheets. Scale 1"=20'H, 1"=5'V.
 - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
 - Prepare NOI for City to implement (if required).

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. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities. Submit copies of correspondence to the City for its records.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. 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.

D. 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 into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit one set of pre-final plans, 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 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.

E. 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. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
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.

F. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.
3. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
4. Provide written responses to requests for information or clarifications.
5. Prepare and process change orders in accordance with City of Plano format.
6. Assist the City staff in conducting the final inspection.
7. Recommend final acceptance of work when acceptable.

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8. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk 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.

G. Construction Control Survey –

1. Set horizontal and vertical control stakes for construction at 500' intervals, or 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 right-of-way on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for any easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

EXHIBIT "B"

Project Schedule

TASK	DURATION
- Notice To Proceed. & Kick-off Meeting	<i>By City</i>
Schematic Design	
Site Analysis and Development of Base Information.	3 Weeks
Prepare Concept and Sketches.	2 Weeks
- <i>Meet with City Staff.</i>	<i>To be Scheduled by City</i>
City Review (and review w/ HOA – if required)	1 Week (to be verified)
Construction Documents	
Construction Documents (90% Submittal)	5 Weeks (after Approval of Concept Design)
- <i>Meet with City Staff.</i>	<i>To be Scheduled by City</i>
City Review. (and review w/ HOA – if required)	1 Week (to be verified)
Final Construction Documents.	2 Weeks (after City Approval)
End of Design and Completion of Project Scope of Work	
Bidding and Negotiations	<i>By City</i>
- <i>Advertise for Bid</i>	<i>To be Scheduled by City</i>
- <i>Pre-Bid Meeting</i>	<i>To be Scheduled by City</i>
Construction Administration	<i>By City</i>
Submittal Review / RFI Responses	<i>By City</i>
Site Visits	<i>By City</i>
Final Walkthrough and Punch List	<i>By City</i>

Note: Durations of work may be extended if work falls over the Holidays.

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EXHIBIT C to Agreement
Between the City of Plano, Texas
(CITY) and USA Professional
Services Group, Inc.
(ENGINEER) for Professional
Services.

COMPENSATION AND METHOD OF PAYMENT

For all professional engineering services included in EXHIBIT "A", Scope of Services, the CITY agrees to pay the ENGINEER on a reimbursable basis. The total amount of the Contract shall not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. We recommend that the CITY budget the following:

Basic Services

Design Survey / Topo	\$ 7,500.00
Preliminary Design	\$ 8,450.00
Final Design	\$ 4,250.00
Bid Phase Services	\$ 1,000.00
Printing	\$ 1,750.00
<u>Construction Phase Services</u>	<u>\$ 2,000.00</u>
Total Not To Exceed	\$ 24,950.00

Special Services

Geotechnical Report (Not in Contract)	\$ 0.00
Right of Way / Easement Metes & Bounds,	\$ 1,500.00
<u>Exhibit, Surveying, Deed Research (Not in Contract)</u>	<u>\$ 0.00</u>
Total Special Services	\$ 1,500.00

The CITY shall compensate the ENGINEER for the various items listed above on a reimbursable basis, where the total contract amount may not be exceeded without an amendment, task budget may be exceeded with any notification of the CITY.

Monthly statements for reimbursable services will be based upon time directly chargeable to the project by the various types of individuals employed by the ENGINEER in accordance with the rate schedule in effect at the time of the services. ENGINEER may revise the rate schedule on January 1 of each year. The current rate schedule is attached.

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Monthly statements for reimbursable services performed by subconsultants will be based upon the actual cost to the ENGINEER plus fifteen percent (15%).

Direct reimbursable expenses for services such as express mail, fees, out-of town mileage (trips in excess of 100 miles) and other direct expenses that are incurred during the progress of the project will be billed at 1.15 times the ENGINEER'S cost.

An amount equal to six percent (6%) of the ENGINEER'S labor fee will be added to each invoice to cover certain other direct expenses such as in-house duplicating and blueprinting, facsimile, local mileage, telephone, postage, and word processing computer time.

END OF EXHIBIT C

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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.)

Coverages Required

Limits (Figures Denote Minimums)

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

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Engineering Services Agreement
Alley Reconstruction – Los Rios Boulevard
Project No. 5506

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___ 18. Garagekeepers' Legal \$ _____ - Comprehensive
\$ _____ - Collision

___ 19. Owners Protective Liability \$500,000 Combined single limits

X 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

X 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

X 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.

X 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).

X 24. The Certificate must state project title and project number.

X 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

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

Full limits of coverage available for:

General Liability _____ Professional Liability _____

Automobile Liability _____

X 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 in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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 Engineering Firm

By: _____
Signature

(Print Name)

Title

Date

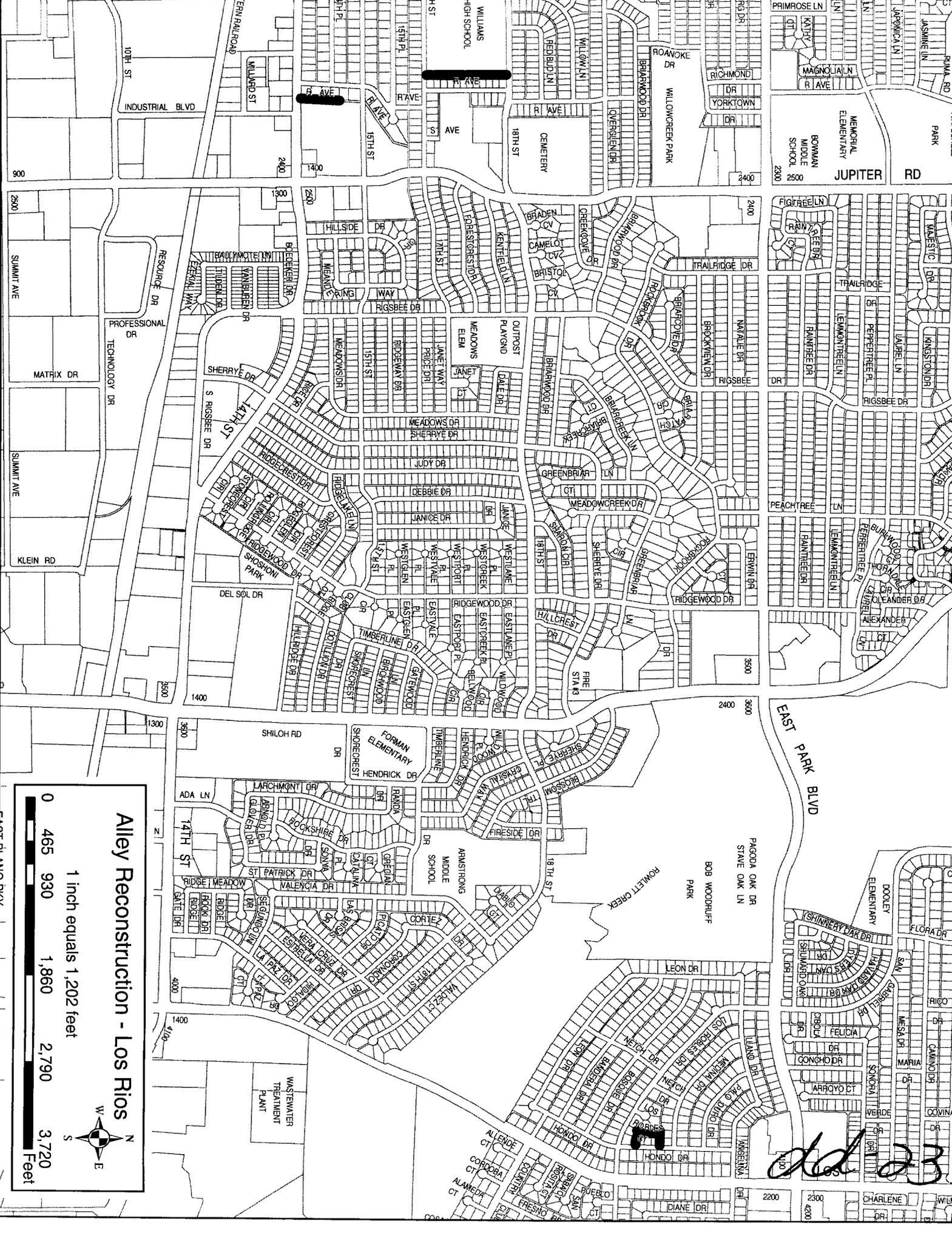
STATE OF TEXAS §
§
COUNTY OF _____ §

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

Notary Public, State of Texas

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**Engineering Services Agreement
Alley Reconstruction – Los Rios Boulevard
Project No. 5506**



Alley Reconstruction - Los Rios

1 inch equals 1,202 feet



Handwritten signature or initials



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	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:	03-16-05	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	City Secretary	Initials	Date		
Department Head	Elaine Bealke	Executive Director			
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>W</i>	<i>3/9/05</i>	
Agenda Coordinator (include phone #):	Di Zucco - X5174				
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					
<p>A contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 7, 2005, General and Special Elections in the estimated amount of \$65,479. (D094-05)</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE		<input checked="" type="checkbox"/> OPERATING EXPENSE		<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	85,285		85,285
Encumbered/Expended Amount			-11,399		-11,399
This Item		0	-65,479		-65,479
BALANCE		0	8,407		8,407
FUND(S): GENERAL FUND					
<p>Comments: Funds are included in the FY 2004-05 adopted budget for elections. The balance of funds will be used for other election costs and/or elections.</p>					
<p>Strategic Plan Goal: This item relates to the City's goal of Service Excellence.</p>					
SUMMARY OF ITEM					
<p>To approve contract with Collin County Election Administrator for the General and Special Elections on May 7, 2005.</p>					
<p>As reflected in the Election Agreement, some costs may be shared with the Frisco Independent School District.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

May 7, 2005
General and Special Elections
Contract for Election Services
City of Plano

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May 7, 2005
General and Special Elections

Table of Contents

I.....Duties and Services of Contracting Officer
II.....Duties and Services of the City
III.....Affidavit of No Prohibited Interest
IV.....Cost of Services
V..... Election Agreement
VI General Provisions

Exhibits

Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Polling Locations
Exhibit C.....Cost of Services
Exhibit D..... Election Agreement
Exhibit E..... Affidavit of No Prohibited Interest

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**THE STATE OF TEXAS
COUNTY OF COLLIN
CITY OF PLANO**

§

**CONTRACT FOR
ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF PLANO, hereinafter referred to as the "CITY," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's May 7, 2005, General and Special Elections.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Balloting Board.

a. The Contracting Officer shall be responsible for notification of each Election day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City will be the accepted guidelines of four clerks to be secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will provide records to identify the need for additional workers to the City only in the event of the need to have an excess of four workers, at the conclusion of early voting and election day. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks

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to work on the balloting board. Election judges shall be secured by the Contracting Officer with the approval of the City.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Wednesday, May 4, 2005, at the Collin Collin 380 Courts Bldg., Central Jury Room, 1800 N. Graves St., McKinney, Texas at 1:00 P.M.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for each pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$10.00 per hour for services rendered. Each alternate judge and clerk shall receive \$8.00 per hour for services rendered.

B. The Contracting Officer shall publish and post the Notice of the Public Logic and Accuracy Test of the electronic voting system and one press release. The Contracting Officer shall also prepare a certification of tabulation and an unofficial "canvass report" that will assist the City with the official canvass.

C. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the central counting station.

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c. The Contracting Officer shall provide all lists of registered voters from all applicable counties required for use on election day and for the early voting period required by law. The election day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

D. The Contracting Officer, Sharon Rowe, shall be appointed the Chief Deputy Early Voting Clerk by the City.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City's May 7, 2005, General and Special Elections shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

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c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer. The Board shall meet for preparation of the early voting ballots on Thursday, May 5, 2005, at 10:00 A.M. They will recess and continue the preparation process and begin tabulation after the mail is received on Saturday, May 7, 2005, at 9:00 A.M. They will reconvene to process provisional ballots and late ballots from outside the country on Thursday, May 12, 2005 at 10:00 A.M.

E. The Contracting Officer shall arrange for the use of all Election Day polling places. The City shall assume the responsibility of providing the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.

F. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section

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127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals and paid as a contract expense.

- a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.
- b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted on Thursday, May 5, 2005, at 2:00 P.M., by the Contracting Officer.
- c. Election night reports will be available to the City at the Central Counting Station on election night and will provide individual polling location totals. Provisional ballots will be tabulated after election night in accordance with new law.
- d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.
- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 60 days.
 1. Pending no litigation and as prescribed by law for recounts or other matters, the voted and unused ballots shall be shredded 60 days after the election.
 2. The City can obtain the list of registered voters from the Elections Administration Office after this 60-day retention period. Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them 90 days after the election.

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f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY. The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format.

C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City shall deliver to the Contracting Officer as soon as possible, but no later than Friday, March 11, 2005, the official wording for the City's May 7, 2005, General and Special Elections.

b. The City shall approve the "blue line" ballot format prior to the final printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

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E. The City shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

G. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election upon council approval of the contract. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
200 S. McDonald, Suite 310
McKinney, Texas 75069
ATTN: Alice Dobecka**

H. The City shall pay the remaining cost for conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. AFFIDAVIT OF NO PROHIBITED INTEREST. Contracting Officer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contracting Officer has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "E", attached and incorporated by reference into this contract.

IV. COST OF SERVICES. See Exhibit "C."

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V. **ELECTION AGREEMENT.** See Exhibit "D."

VI. **GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's May 7, 2005, General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 7, 2005, General and Special Elections. All actual shared costs incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 7, 2005, General and Special Elections.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

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WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2005.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2005.

Attested: Elaine Bealke
City Secretary
City of Plano, Texas

Tom Muehlenbeck
City Manager
City of Plano, Texas



Approved As To Form

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Exhibit "A"

MAY 7, 2005, GENERAL AND SPECIAL ELECTIONS
City of Plano & Frisco ISD

Early Voting Locations and Hours

POLLING PLACE		ADDRESS		CITY		
Collin County Elections Office (Main Early Voting Location)		2010 Redbud Blvd., Suite 102		McKinney		
Carpenter Park Recreation Center		6701 Coit Road		Plano		
CCCCD – Spring Creek Campus		2800 Spring Creek Pkwy.		Plano		
Christ United Methodist Church		3101 Coit Road		Plano		
Christopher A. Parr Library		6200 Windhaven Pkwy.		Plano		
Harrington Library		1501 18 th Street		Plano		
Plano ISD Administration Center		2700 West 15 th Street		Plano		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 17</i>	<i>April 18</i>	<i>April 19</i>	<i>April 20</i> 8am – 5pm	<i>April 21</i> 8am – 7pm	<i>April 22</i> 8am – 5pm	<i>April 23</i> 8am – 5pm
<i>April 24</i>	<i>April 25</i> 8am – 5pm	<i>April 26</i> 8am – 5pm	<i>April 27</i> 8am – 5pm	<i>April 28</i> 8am – 5pm	<i>April 29</i> 8am – 5pm	<i>April 30</i>
<i>May 1</i>	<i>May 2</i> 8am – 5pm	<i>May 3</i> 8am – 5pm	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i> 7am – 7pm ELECTION DAY

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Exhibit "B"

MAY 7, 2005, GENERAL AND SPECIAL ELECTIONS

City of Plano & Frisco ISD

Election Day Polling Locations – City of Plano

	Location	Address	City
52, 61, 68, 103, 141	Armstrong Middle School	3805 Timberline Drive	Plano
23, 46, 47, 50, 51, 152, 158	Bowman Middle School	2501 Jupiter Road	Plano
21, 54, 62, 66	Carpenter Middle School	1501 Cross Bend Rd.	Plano
15, 19, 53, 65, 70, 71	Haggard Middle School	2401 Westside Drive	Plano
58, 77, 91, 130	Hendrick Middle School	7400 Red River Drive	Plano
31, 32, 63, 76	Hughston Elementary School	2601 Cross Bend Rd.	Plano
64, 69	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
28, 75, 105, 143	Shepton High School	5505 Plano Parkway	Plano
39, 85	Thomas Elementary School	6537 Blue Ridge Trail	Plano
26, 49, 67, 72, 138	Wilson Middle School	1001 Custer Road	Plano

Election Day Polling Locations–City of Plano& Frisco ISD

Precincts	Location	Address	City
34, 107, 119, 121, 135, 139	Bethany Elementary School	2418 Micarta Drive	Plano
90, 109, 116, 123, 137 and Denton County 229	Brinker Elementary School	3800 John Clark Parkway	Plano
14, 81, 86, 89, 108, 112, 124	Robinson Middle School	6701 Preston Meadow Dr.	Plano

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ESTIMATED COSTS FOR CITY OF PLANO

May 7, 2005
Exhibit "C" - ELE 230

SUPPLY COST

Number of Early Voting Locations	6				
Number of Election Day Locations	13				
Sample Ballots	\$1.10 each	500	\$550.00	200	\$220.00
Early Voting Mail Ballots	\$1.20 each	50	\$60.00	15	\$18.00
Early voting and election day kits	\$25.00 each	10	\$250.00	9	\$225.00
Central Counting kit and supplies	\$50.00 each	0	\$0.00	1	\$50.00
County Precinct Maps	\$12.00 each	10	\$120.00	9	\$108.00
Printer Labels for EV	\$15.95 each	0	\$0.00	10	\$159.50
Total			\$980.00		\$780.50
Number of Entities Sharing Costs		1		2	
SubTotal			\$980.00		\$390.25
Grand Total			\$1,370.25		

EQUIPMENT RENTAL COST

Number of Early Voting Locations	6				
Number of Election Day Locations	13				
Voting Machines	\$200.00 each	50	\$10,000.00	57	\$11,400.00
Machine Drayage	\$28.00 each	50	\$0.00	57	\$1,596.00
L&A Testing	\$20.00 each	50	\$0.00	57	\$1,140.00
Transfer Cases	\$5.00 each	10	\$50.00	3	\$15.00
Metal Signs	\$1.00 each	20	\$20.00	12	\$12.00
Wood Signs	\$2.00 each	10	\$20.00	6	\$12.00
Large Early Voting Signs	\$5.00 each	0	\$0.00	0	\$0.00
Early Voting Cabinet	\$50.00 each	0	\$0.00	6	\$300.00
Tote Box	\$1.00 each	10	\$10.00	3	\$3.00
Early Voting Computer	\$300.00 each	0	\$0.00	6	\$1,800.00
Total			\$10,100.00		\$16,278.00
Number of Entities Sharing Costs		1		1	
SubTotal			\$10,100.00		\$16,278.00

Total	\$26,378.00
FISD Share	-\$813.90
GRAND TOTAL	\$25,564.10

CC-15

ee-17

TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Notice of Tabulation Test	<u>\$100.00</u>
Total	\$6,150.00
Number of Entities	<u>10</u>
Total Per Entity	\$615.00

CENTRALIZED COSTS

Cost for Central Count Workers	\$1,000.00
FICA on Election Workers	\$1,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (8)	\$1,600.00
L&A Testing of Equipment (8)	\$160.00
Early Voting Computer in McKinney	\$300.00
Early Voting Personnel in McKinney	\$3,000.00
Printer Labels for Early Voting in McKinney	\$100.00
County Overtime and Temporaries	\$7,500.00
FICA & Retirement for County Employees	<u>\$1,100.00</u>
Total	\$15,810.00
Number of Entities	<u>10</u>
Total Per Entity	\$1,581.00

Total for Tabulation & Centralized Costs \$2,196.00

SUMMARY OF COSTS FOR CITY OF PLANO

SUPPLY COST	\$1,370.25
EQUIPMENT RENTAL COST	\$25,564.10
EARLY VOTING	\$23,294.35
ELECTION DAY	\$6,911.50
ADMINISTRATIVE EXPENSES	\$190.50
TABULATION/CENTRALIZED COSTS	\$2,196.00
Total	\$59,526.70
10% Administrative Fee	<u>\$5,952.67</u>
Grand Total	\$65,479.37
Deposit Due March 18th	\$58,931.43

ee-18

JOINT ELECTION AGREEMENT

between

The City Council of the City of Plano (the City), the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) known as the Schools

BY THE TERMS OF THIS AGREEMENT, the City and the Schools do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Bond Election, Special Charter Amendment Election and Special Local Option Elections of the City, and the General Elections of the School Districts to be held on Saturday, May 7, 2005. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The three entities shall share equally in shared expenses applicable to all early voting locations utilized by the City and, in addition, three election day polling locations which are Brinker Elementary School, Bethany Elementary School, and Robinson Middle School; and two entities (City/PISD) shall also share equally in shared expenses for all election day polling locations used by the City which include: polling location expenses, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election. Expenses unique to one entity shall be billed solely to that entity.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 7, 2005. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 7, 2005, Joint General Election; they will be liable only for the contract preparation fee of \$75.00

APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS in its meeting held the 24 day of Jan, 2005, and executed by its authorized representative.

By: Thomas H. Muehlenbeck
Thomas H. Muehlenbeck, City Manager

Attest: Elaine Bealke
Elaine Bealke, City Secretary

Approved as to form: Wanda Walker

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the 14th day of February, 2005, and executed by its authorized representative.

By: Rick Reedy
Dr. Rick Reedy, Superintendent

Attest: Richard Beaver
James T. Gaffney, President Richard Beaver Board of Trustees

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the 1st day of February, 2005, and executed by its authorized representative.

By: Douglas W. Otto
Douglas W. Otto, Superintendent

Attest: Becky Taylor
Becky Taylor, Executive Assistant to the Superintendent

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Exhibit "D"

Addendum to Joint Election Agreement

The joint election agreement identified here as Exhibit "D" refers to the City Council of the City of Plano (the City) the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) know as the Schools. This agreement was adopted by the Plano City Council on January 24, 2005.

The Plano Independent School District may cancel their May 7, 2005 Trustee election thereby making them no longer liable for costs incurred (other than a contract preparation fee of \$75.00 to the county) as stated in the attached election agreement.

Applicable costs will still be shared with the Frisco Independent School District as stated in the contract.

ee-20

RECEIVED

FEB 23 2005

CITY SECRETARY'S OFFICE

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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.

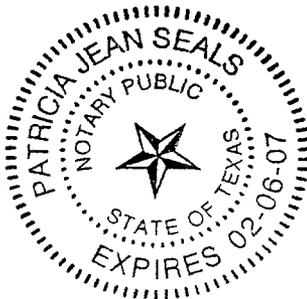
Sharon Rowe

By: Sharon Rowe

Date: February 22, 2005

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this 22ND day of February, 2005.



Patricia Jean Seals
Notary Public, State of Texas

cc-21



**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: 3/16/05		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>	03-04-05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/7/05
Agenda Coordinator (include phone #): Kathy Kargol, 972-941-7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER STATE CONTRACT				
CAPTION				
Approval of expenditure in an amount of \$60,379 for the purchase of annual license renewal, new licenses, and upgrade protection and support for Altiris Client Management Software from SHI Government Solutions through the Department of Information Resources (DIR); and authorizing the City Manager or his designee to execute all necessary documents to effectuate the purchase. (DIR#313-001A).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	1,942,472	0
Encumbered/Expended Amount		0	-1,544,597	0
This Item		0	-60,379	0
BALANCE		0	337,496	0
FUND(S): TECHNOLOGY SERVICES FUND				
COMMENTS: Funds are included in the 2004-05 Technology Services budget for this item. Remaining funds will be used throughout the year for other support, maintenance, and license renewal agreements. STRATEGIC PLAN GOAL: Software licensing, maintenance, and support relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve the purchase of the annual maintenance contract, upgrade protection, and the purchase of additional licenses from SHI-GS through the Department of Information Resources (DIR) in an amount of \$60,379.00. Altiris software is used for software deployment, helpdesk, inventory, and troubleshooting of personal computers and servers. 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. Contract number DIR# 313-001A.				
List of Supporting Documents: Staff Memo		Other Departments, Boards, Commissions or Agencies		

[Handwritten signature]

MEMORANDUM

DATE: March 2, 2005
TO: David Stephens, Director, Technical Services
FROM: Cindy Smith, Desktop Manager
SUBJECT: Altiris License – Automatic Upgrade Protection

In February of this year, we received notice that our 1500 licenses for upgrade protection and technical support from Altiris is expiring. This is the 24/7 technical help that we utilize for support of the Altiris desktop management suite that was purchased in August of 2002.

This agenda item is to renew our annual licenses and upgrade protection for the Altiris Client Management Software (1500 licenses) plus adding 500 new licenses for the additional computers being managed by the helpdesk. We are also renewing our 15 helpdesk licenses and the annual premium support from SHI Government Solutions. Altiris Software is used for software deployment, helpdesk, inventory, and troubleshooting of personal computers and servers. The total amount of this request is \$60,379.

HS-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	Reviewed by Budget <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 3/14/2005 3/16/05		Reviewed by Legal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department: Fire		Initials: JS Date: 03-04-05
Department Head: William Peterson		Executive Director: JS
Dept Signature: <i>[Signature]</i>		City Manager: JS 3/7/05
Agenda Coordinator (include phone #): Frank Snidow, x7318		

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER Cancel Existing Purchase Orders

CAPTION

THE FIRE DEPARTMENT RECOMMENDS CANCELING PURCHASE ORDER NUMBER 102633 (WHEELED COACH INDUSTRIES) IN THE AMOUNT OF \$353,890, ORDER NUMBER 102634 (TEXAS ASSOCIATION OF SCHOOL BOARD PURCHASING COOPERATIVE) IN THE AMOUNT OF \$800 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CANCELLATION.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	360,000	0	360,000
Encumbered/Expended Amount	0	-354,690	0	-354,690
This Item	0	354,690	0	354,690
BALANCE	0	360,000	0	360,000

FUND(S): EQUIPMENT REPLACEMENT FUND, GENERAL FUND

COMMENTS: Funds were included in 2003-04 budget and carried forward into FY 2004-05 for the purpose of two ambulances. Cancellation of this order will add an additional \$354,690 to the funds available for FY 2004-05.

STRATEGIC PLAN GOAL: Ambulance replacement relates to the City goal of Service Excellence.

SUMMARY OF ITEM

The Fire Department recommends canceling Purchase Orders 102633 and 102634. PO 102633 was issued on 6/17/04 to Wheeled Coach Industries for two ambulances. The total amount of this PO is \$353,890. These ambulances were purchased through the Texas Association of School Board Purchasing Cooperative, Buyboard contract 165-02. PO 102634 was issued to TASB, Inc. in the amount of \$800 for the Buyboard fee. The final inspection on these two ambulances was scheduled by Wheeled Coach for January 19 and 20, 2005, but had to be cancelled because the units were not finished. The final inspection was rescheduled by Wheeled Coach for February 23 and 24. Fire Department and Equipment Services representatives arrived at the factory on February 23 and neither ambulance was finished and ready for inspection. Although these representatives were unable to inspect the ambulances, they did have the opportunity to weigh the units to confirm compliance with weight ratings. This revealed that both units were over the rated capacity of the front axle. Although Wheeled Coach offered to address the weight issue, based on both the Fire Department's and Equipment Service's experience with our current ambulances and our experience with Wheeled Coach's performance during this order, the Fire Department does not believe continuing with Wheeled Coach is in the best interest of

98-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

the Fire Department or the City at this time.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

Memorandum

gg-2



Memorandum

Date: March 4, 2005
To: Bruce Glasscock, Executive Director
From: William Peterson, Fire Chief 
Subject: Council Agenda Item
Cancellation of Ambulance Purchase Orders

Attached is an agenda item requesting cancellation of a purchase order to Wheeled Coach Industries, in the amount of \$353,890, for two (2) ambulances which were not finished after two missed "final" inspection dates. Additionally, both vehicles were built out of compliance with the weight rated capacity of the front axle.

This agenda item also requests cancellation of the purchase order issued to TASB, Inc., in the amount of \$800 for Buyboard fee. The ambulances were purchased through the Texas Association of School Board Purchasing Cooperative.

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

FS/dh

Attachment

99-3



**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:	3/16/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	3/3/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/3/05	
Agenda Coordinator (include phone #):	Irene Pegues (7198)		<i>[Signature]</i>	Project No. 4456-2	

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

CAPTION

Approving and authorizing reimbursement to Tollway and Parker NWC, Ltd. for oversized participation for paving improvements in Communications Parkway associated with construction of Windhaven Plaza, Lot 1, Block A in the amount of \$26,583.69.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	942,949	1,216,051	600,000	2,759,000
Encumbered/Expended Amount	-942,949	-615,308	0	-1,558,257
This Item		-26,584	0	-26,584
BALANCE	0	574,159	600,000	1,174,159

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are available in the 2004-05 Street Improvement CIP. This item, in the amount of \$26,584, will leave a current year balance of \$574,159 for Oversize Reimbursements.

STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.

SUMMARY OF ITEM

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Tollway and Parker NWC., Ltd. is due for oversized paving improvements in Communications Parkway in conjunction with construction of Windhaven Plaza, Lot 1, Block A. The construction was inspected and found to be in conformance with the executed Agreement.

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

List of Supporting Documents:
Memo dated 02/23/05 from Chief Engineer
Letter dated 01/26/00 from City Engineer
Exhibits A & C
Location Map

Other Departments, Boards, Commissions or Agencies
n/a

[Handwritten Signature]

MEMORANDUM

Date: February 23, 2005
To: Melody L. Morgan, CIP Budget Coordinator
From: Charles M. Davis, P.E., Chief Engineer/Development 
Re: Windhaven Plaza, Lot 1, Block A
Project No. 4456-2

It has been five years since the acceptance of the public improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated November 20, 1998, the remaining reimbursement for oversized paving in Communications Parkway in the amount of \$26,583.69 is due to The Tollway and Parker NWC, Ltd.

Reimbursement due	\$26,583.69
Prior Reimbursement	<u>\$52,024.26</u>
Total City Participation	<u>\$78,607.95</u>

CD/dd

Attachments

xc: Alan L. Upchurch, P.E., City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles M. Davis, Chief Engineer/Private Development

hh-2



January 26, 2000

Cencor Realty Services, Inc.
3102 Maple Avenue, Suite 500
Dallas, Texas 75201

Re: Windhaven Plaza L-1; B-A (Project #4456-2)

Gentlemen:

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

Maintenance Bonds have been received from Walker Utilities, Inc., and Potter Concrete Company, Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Certificates of Occupancy are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan L. Upchurch, P.E.
City Engineer

rc

- xc: Van Tran, Chief Plans Examiner
- Dale Pettit, Streets Supervisor
- Phillip McCluskey, Utility Operations
- Jim Fox, Park Services Manager
- Pat Barth, Mapping and Information Tech
- Warren Laney, Senior Construction Inspector
- Engineering File
- Lawrence A. Cates & Associates
- Walker Utilities, Inc.
- Potter Concrete Co., Inc.
- TXU Electric & Gas
- GTE
- Southwestern Bell

Longstreet
Mayor

Bode
Mayor Pro tem

Neudorff
Deputy Mayor Pro tem

Stahel
Place 1

vans
Place 2

Myer
Place 3

Stovall
Place 5

R. Roach, Jr.
Place 7

Thomas H. Muehlenbeck
City Manager

**EXHIBIT A
CONSTRUCTION COST ESTIMATE
FOR
CITY PORTION - COMMUNICATIONS PARKWAY**

Date: OCTOBER 28, 1998

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
I.		OVERSIZE FOR STREET PAV.			
1	1,575 SY	8" CONCRETE PAVEMENT	\$ 33.50	\$52,762.50	
2	1,755 SY	LIME STABILIZED SUBGRADE	\$ 3.00	\$ 5,265.00	
3	LS	EXCAVATION & GRADING	LS	\$ 1,500.00	
4	705 SF	BRICK PAVERS	4.80	\$ 3,384.00	
		TOTAL OVERSIZE FOR STREET		\$ 62,911.15	
II.		CONSTRUCTION OF LEFT TURN LN. @ WESTERLY DRIVE (WESTGROVE ESTATES PH. II)			
1.	475 SY	8" CONCRETE PAVEMENT	\$ 33.50	\$ 15,912.50	
2	475 SY	LIME STABILIZED SUBGRADE	\$ 3.00	\$ 1,425.00	
3	LS	EXCAVATION & GRADING	LS	\$ 400.00	
4	110 LF	2" ELECTRIC SLEEVE	\$ 7.00	\$ 770.00	
		TOTAL FOR WESTERLY DRIVE TURN LANE (WESTGROVE ESTATES PH. II)		\$ 18,507.50	

hr-4

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
III		CONSTRUCTION OF LEFT TURN LANE @ BROOKHOLLOW DRIVE (HEATHER GLEN ESTATES)			
1.	475 SY	8" CONCRETE PAVEMENT	\$ 33.50	\$ 15,912.50	
2	475 SY	LIME STABILIZED SUBGRADE	\$ 3.00	\$ 1,425.00	
3	LS	EXCAVATION & GRADING	LS	\$ 400.00	
4	110 LF	2" ELECTRIC SLEEVES	\$ 7.00	\$ 770.00	
		TOTAL FOR BROOKHOLLOW DRIVE TURN LANE (HEATHER GLEN ESTATES)		\$ 18,507.50	
		TOTAL CITY SHARE CONSTRUCTION COST		\$99,926.15	
		6% ENGR. COST		\$5,995.85	
		TOTAL CITY SHARE PROJECT COST		\$105,922.00	
		LESS PREVIOUS ESCROW FOR WESTOVER ESTATES PH.II		(\$13,688.00)	
		LESS PREVIOUS ESCROW FOR HEATHER GLEN ESTATES		(\$13,626.05)	
		TOTAL CITY PORTION LESS ESCROWS		\$78,607.95	

rk-5

**EXHIBIT C
CONSTRUCTION COST ESTIMATE
FOR**

**PUBLIC IMPROVEMENTS
COMMUNICATIONS PARKWAY
WINDHAVEN PLAZA SHOPPING CENTER**

Date: OCTOBER 28, 1998

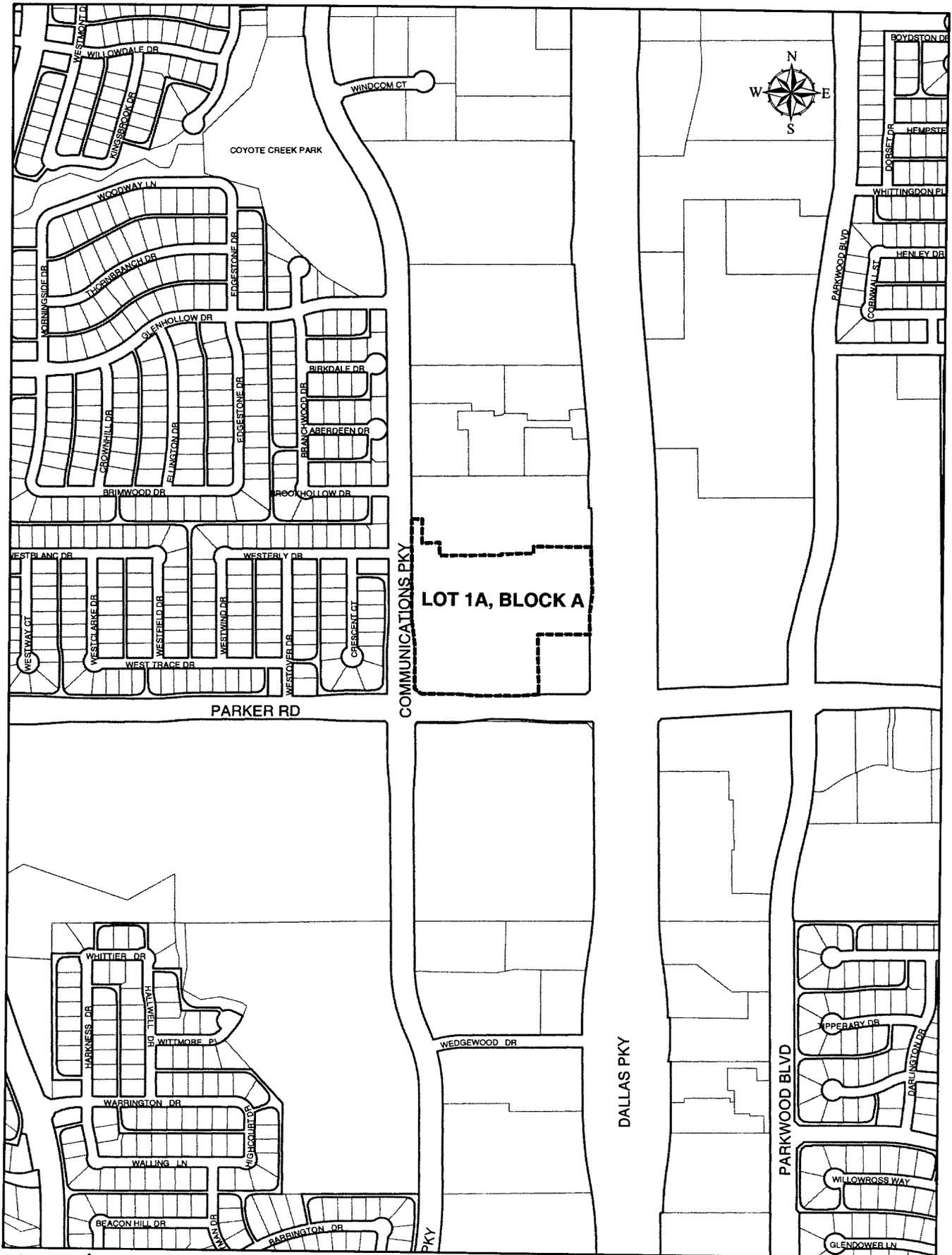
ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
L		COMMUNICATIONS PKWY.			
1	7,620 SY	8" CONCRETE PAVEMENT	\$ 33.50	\$ 255,270.00	
2	7,820 SY	LIME STABILIZED SUBGRADE	\$ 3.00	\$ 23,460.00	
3	LS	EXCAVATION & GRADING	LS	\$ 37,645.00	
4	1,885 SF	DEMOLITION	2.83	\$ 5,335.00	
5	1 EA	RELOCATE FIRE HYDRANT	\$ 850.00	\$ 850.00	
6	171	INSTALL 21" RCP	\$ 20.29	\$ 3,470.00	
7	1 EA	CONSTRUCT 20' INLET	\$3,000.00	\$ 3,000.00	
8	1 EA	CONSTRUCT 14' INLET	\$2,500.00	\$ 2,500.00	
9	340	LANDSCAPE MEDIANS	\$ 0.18	\$ 6,000.00	
10	265 LF	2" ELECTRICAL SLEEVE	\$ 7.00	\$ 1,855.00	
		SUBTOTAL FOR COMMUNICATIONS PKWY.			\$255,300.00
		6% ENGINEERING FEE			\$ 15,318.00
		TOTAL			\$270,618.00

hr-6

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
II		DRAINAGE IMPROVEMENTS			
1	225 LF	INSTALL 42" RCP	\$ 76.00	\$17,100.00	
2	675 LF	INSTALL 36" RCP	\$ 63.00	\$ 42,525.00	
3	517 LF	INSTALL 33" RCP	\$ 60.00	\$ 31,020.00	
4	407 LF	INSTALL 30" RCP	\$ 47.00	\$ 19,129.00	
5	275 LF	INSTALL 27" RCP	\$ 43.00	\$ 11,825.00	
12	1 EA	INSTALL 20' INLET	\$3,800.00	\$3,800.00	
13	1 EA	3' X 3' DROP INLET	\$2,147.00	\$2,147.00	
14	1 EA	INSTALL 4' GRATE INLET	\$2,600.00	\$ 2,600.00	
15	1 LS	HAUL OFF	\$1,500.00	\$ 1,500.00	
10	7 EA	INSTALL 10' INLETS	\$2,000.00	\$ 14,000.00	
11	3 EA	INSTALL 14' INLETS	\$2,500.00	\$7,500.00	
12	1 EA	INSTALL 20' INLET	\$3,800.00	\$3,800.00	
13	1 EA	3' X 3' DROP INLET	\$2,147.00	\$2,147.00	
14	1 EA	INSTALL 4' GRATE INLET	\$2,600.00	\$ 2,600.00	
15	1 LS	HAUL OFF	\$1,500.00	\$ 1,500.00	
16	1 LS	TRENCH SAFETY	\$ 250.00	\$ 250.00	
		TOTAL DRAINAGE			\$163,443.00
		TOTAL FOR COMMUNICATIONS PKWY & PROJECT DRAINAGE IMPROVEMENTS			\$434,061.00

pk-7

WINDHAVEN PLAZA



hh-8



**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:	03/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	3/3/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/3/05
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>	(Project No. 5253.1)		
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 Rebcon, Inc., increasing the contract by \$55,675 for McDermott Road – Phase I (Ohio Drive to Robinson Road), Change Order No. 5 (Bid No. B070-04).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		591,501	1,108,499	0
Encumbered/Expended Amount		-591,501	-978,422	0
This Item		0	-55,675	0
BALANCE		0	74,402	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This change order, in the amount of \$55,675, will leave a current year balance of \$74,402 for the McDermott – Ohio to Robinson project. STRATEGIC PLAN GOAL: Additional quantity of bridge approach slab relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This change order is for additional quantity of bridge approach slab which was incorrectly calculated by our consultant.				
Staff recommends approval of Change Order No. 5. The contract total will be \$1,704,609.94, which includes change orders of 5.93% of the original contract amount of \$1,609,222.65.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 5		N/A		
Location Map				

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CHANGE ORDER NO. 5

**McDERMOTT ROAD – PHASE I (OHIO DRIVE TO ROBINSON ROAD)
PROJECT NO. 5253.1
PURCHASE ORDER NO. 102616
CIP NO. 31429 & 68950
BID NO. B070-04**

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 **REBCON, INC.**, for the **McDermott Road – Phase I (Ohio Drive to Robinson Road) Project**, dated April 26, 2004.

B. DESCRIPTION OF CHANGE

The change order is for the increase in quantity for the bridge approach slab.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
Paving 31429						
44	Bridge Approach Slab (Class C)	36.7	102.2	EA	\$ 850.00	\$55,675.00
TOTAL:						\$ 55,675.00

Original Contract Amount	\$ 1,609,222.65
Contract Amount (Including Previous Change Orders)	\$ 1,648,934.94
Amount, Change Order No. 5	\$ 55,675.00
Revised Contract Amount	\$ <u>1,704,609.94</u>
Total Percent Increase Including Previous Change Orders	5.93%

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D. EFFECT OF CHANGE ON CONTRACT TIME

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

Original Contract Time	170 working days
Amount (Including Previous Change Orders)	185 working days
Amount, Change Order No. 5	0 working days
Revised Contract Time	185 working days
Total Percent Increase Including Previous Change Orders	8.82%

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas, and Rebcon, Inc., do hereby agree to append this Change Order No. 5 to the original contract between themselves, dated April 26, 2004.

CITY OF PLANO

 OWNER

REBCON, INC.

 CONTRACTOR

By: _____
 (signature)

By: _____
 (signature)

Print
 Name: Thomas H. Muehlenbeck

Print
 Name: _____

Print
 Title: City Manager

Print
 Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
 Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by _____, _____ of _____ 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 _____, 2005, by **Thomas H. Muehlenbeck, City Manager** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	3-16-05		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director	<i>[Signature]</i>	3-4-05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/4/05
Agenda Coordinator (include phone #): Judy Rivera X5411				
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 ANNUAL AFFIRMATIVE ACTION REPORT				
CAPTION				
Transmittal of Fiscal Year 2003-2004 Affirmative Action Report				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Human Resources Department presentation of the Fiscal Year 2003/2004 Affirmative Action Annual Report reviewed and approved by the Community Relations Commission.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter to Council from Community Relations Commission Fiscal Year 2003/2004 Affirmative Action Annual Report				

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**2004 Annual Affirmative Action
And
Equal Employment Opportunity Plan**

**A Summary Of
October 1, 2003-September 30, 2004 plan year**

The City of Plano, Texas

2004 Affirmative Action Equal Employment Summary

Reaffirming the City's commitment to a Diverse Workforce
(Inclusive dates of this plan October 1, 2003-September 30, 2004)

Summary Prepared by: Sharon Sturns
Sharon Sturns, Human Resources Manager

Summary Reviewed by: Lashon Ross
Lashon Ross, Human Resources Director

Summary reviewed and accepted by the City of Plano Community Relations Commission

Jane Stephenson
Jane Stephenson, Chair 2/23/05
Date

Bob Masengill
Bob Masengill 2/23/05
Date

Susan Lavigne
Susan Lavigne 2/23/05
Date

David Woolard
David Woolard 2/23/05
Date

Carol Moss
Carol Moss 2/23/05
Date

Jene Brogan
Jene Brogan 2/23/05
Date

Christy Doering
Christy Doering 2/23/05
Date

Victoria Hoyos-Arango
Victoria Hoyos-Arango 2/23/05
Date

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INTRODUCTION

It is common knowledge that the blending of cultures, genders, and other physical differences in the workforce within the United States has presented a great challenge. Many legislative decisions have been made for the sole purpose of counteracting practices which are discriminatory in nature. Great strides have been made to protect all citizens from the repercussions of all types of discrimination.

As our workforce becomes increasingly more diverse, it is imperative that we promote increased awareness of issues surrounding diversity. Not only do coworkers have to be able to work together harmoniously, but supervisors and managers must have the necessary interpersonal skills, general knowledge, and sensitivity to maximize productivity and overall efficiency. Employees are at their best when they feel they are a valued part of the organization, and they only feel valued when they are regarded as such.

There is also a direct link between how an employee feels toward his/her employer and the perception of the employer that is then related to the general public. If an employee feels that discriminatory practices are accepted within a particular organization, then that philosophy will be related to the public. Of course, at this point, the organization/employer in question will have to expend a great deal of time and energy proving otherwise if, in fact, it is not. Therefore, an employer must remain aware of the practices and training that are prevalent within its organization. A firm and on-going commitment to lawful and fair employment practices by all employees must be regularly stressed and consistently enforced. Therefore, realizing the value of a diverse workforce as well as the consequences of discriminatory practices, the City of Plano, Texas is committed to fair employment practices and training which promotes diversity and results in a quality workforce.

OVERVIEW

Each year the City of Plano reaffirms its commitment to Equal Employment and to preserving those protections embodied in federal and state laws and executive orders designed to promote affirmative action toward achieving equal employment opportunity. As part of this reaffirmation, the City of Plano expects its, administrators, directors, and others who have administrative responsibility and authority to carry out the mandate of the City Manager and Executive Directors to pursue the shared commitment of fair employment practices of females and racial/ethnic minorities. Additionally, a condition of employment and continued employment with the City is that employees perform their duties in a manner that clearly reflects the principle of equal opportunity and that creates a supportive non discriminatory atmosphere.

The 2003-2004 annual AAP summary provides an overview of the utilization of females and ethnic/racial minorities in the City as compared with their statistical availability in Collin County. For the purpose of this, report Collin County shall be defined as the reasonable recruitment area and shall be called the "Civilian Labor Force" (CLF). The Census Bureau defines the CLF as people, age 16 or older, who are employed or seeking employment. These statistics exclude those in the Armed Forces. Where there is a valid statistical difference that indicates under-utilization of females or ethnic/racial minorities, recruitment practices are evaluated to determine if current practices should be modified.

To determine under-utilization, the City compares the percentage of protected class employees in various job classifications to the percentage in the available work force. This report presents an annual overview of our status toward the City's commitment to equal employment opportunity, reviews our initiatives established in the Affirmative Action Plan, and analyzes progress toward these initiatives.

DATA SOURCE

Data provided in this report is as of September 30, 2004. Data sources used consist of the City of Plano PeopleSoft system and the 2000 EEO Supplementary Report:" Detailed Occupation of the Civilian Labor Force by Sex, Race and Hispanic Origin" issued by the Bureau of the Census. Data may not add to the total due to rounding. For the purpose of this report, ethnic/racial minority shall be defined as any racial/ethnic group(s) not classified as White. Identification of racial/ethnic composition is as follows: White=W, Black=B, Hispanic=H, Asian=A, American Indian =A/I, and Not specified or other =O

OVERVIEW OF DEMOGRAPHICS

As of September 30, 2004, the City of Plano's workforce consisted of 1,937 full-time employees. This figure reflects an increase of less than 1% over the full time employee workforce as compared to September 30, 2003. Of the 1,937 employees, females make up 33% of the City's workforce, this is equal to the female representation for AAP year ending September 30, 2003. The female representation of the CLF as reported in the 2000 U.S. Census is 44% or 11% more than the City's workforce.

As of September 30, 2004, ethnic/racial minorities made up 21.03% of the City's workforce, compared to being 20% of the City's workforce as of September 30, 2003, and 22.20% of the CLF as reported in the 2000 U.S Census.

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ENTITY	Total	% White	% Ethnic/ Racial Minority	Data Provided in %				
				B	H	A	A/I	O
Collin County CLF#	275,190	78.00	22.00	5.00	9.00	6.00	.05	1.50
COP FT Workforce 03-04	1,937	80.00	21.00	8.00	9.00	2.00	1.00	1.30
COP FT Workforce 02-03	1,921	80.00	20.00	8.00	9.00	2.00	1.00	---

The City of Plano through the Human Resources Department continues to work diligently to improve the accessibility to employment opportunity information to all sectors of the population. These efforts include but are not limited to using the internet, attending job fairs and advertising in the newspaper.

Finally, diversity training is provided through the Professional Development Center the City's teaching arm of Human Resources.

Clarity of Organizational Objective

The City of Plano Affirmative Action objectives are initiatives and are not number driven. Rather, all efforts are directed toward recruitment/promotional strategies that improve the probability of increasing diversity within the applicant pools.

Summary Components:

- Workforce Utilization Analysis: This report provides a summary of the City's employees by departmental structure and is a profile of the City of Plano's full time employees by EEOC job category, race and gender. It consists of a number of reports organized by and job categories and allows us to analyze patterns of employment by race and gender.
- Department Utilization Analysis: This analysis compares the current representation of minorities and women in our workforce to availability estimates to determine where we need to make greater efforts to reach parity and diversify the workforce. This analysis is presented by department with a sub grouping of divisions within the department.
- Availability Analysis:
The availability analysis is used to determine whether the City of Plano is adequately utilizing minorities and females in specific job groups. Availability is defined as the percentage of available ethnic/racial minorities and female with the skills required to perform in a specific job group. Availability percentages are developed for each EEO job group.

In some cases, an EEO Job Code may reflect an unreliable concentration and/or underutilization rating. This happens in the smaller Departments/Divisions.

The EEO Job Groups are:

- Executive/Administrative
- Technical
- Protective Service
- Skilled Craft
- Professional
- Para-Professional
- Clerical/Administrative Support
- Service Maintenance

Also included in this report is a statistical overview of new hire, termination and promotional activities for the City of Plano covering for the October 1, 2003-September 30, 2004 AAP year.

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WORKFORCE UTILIZATION ANALYSIS

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Workforce Analysis

Officials and Administrators

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
1	1X002	Executive Director	M	WHITE	1
1	1X004	Dir Customer Utility Svc/Tax Assess/Collector	F	WHITE	1
1	1X005	Director Budget & Research	F	WHITE	1
1	1X008	Director Public Information	F	WHITE	1
1	1X009	Chief Building Official	M	HISPA	1
1	1X010	City Attorney	F	WHITE	1
1	1X011	City Engineer	M	WHITE	1
1	1X012	City Manager	M	WHITE	1
1	1X013	City Secretary	F	WHITE	1
1	1X015	Director Technology Services	M	WHITE	1
1	1X016	Director Human Resources	F	BLACK	1
1	1X017	Director Finance	M	WHITE	1
1	1X018	Director Parks & Recreation	M	WHITE	1
1	1X019	Director Public Works	M	WHITE	1
1	1X020	Director Environmental Health	M	WHITE	1
1	1X022	Fire Chief	M	WHITE	1
1	1X024	Director Libraries	F	WHITE	1
1	1X025	Chief Municipal Court Judge	M	WHITE	1
1	1X029	Executive Director	M	WHITE	1
1	1X030	Executive Director	M	WHITE	1
1	1X036	Director Planning	F	WHITE	1
1	1X044	Director Economic Development	F	WHITE	1
1	1X051	Director Property Standards	F	BLACK	1
1	1X168	Director Public Safety Communication	M	WHITE	1
1	1X669	Police Chief	M	WHITE	1

Professional

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
2	2F263	Food Sales & Services Supervisor	M	WHITE	1
2	2F531	Plans Review Services Supervisor	M	WHITE	1
2	2P001	Accountant I	F	BLACK	1
2	2P001	Accountant I	F	WHITE	1
2	2P001	Accountant I	M	WHITE	1
2	2P002	Accountant, Senior	F	WHITE	2
2	2P006	Facilities Services Manager	M	WHITE	1
2	2P007	Assistant City Attorney III	F	ASIAN	1
2	2P007	Assistant City Attorney III	F	WHITE	1
2	2P007	Assistant City Attorney III	M	WHITE	1
2	2P010	Treasurer	M	WHITE	1
2	2P014	Neighborhood Services Manager	M	WHITE	1
2	2P020	Customer/Utility Service Manager/Dept Tax Coll	F	WHITE	1
2	2P021	Equipment Services Manager	M	WHITE	1
2	2P027	Budget Analyst I	M	WHITE	1
2	2P028	Budget Manager	M	WHITE	1
2	2P029	Purchasing Manager	F	WHITE	1
2	2P033	Chief Purchasing Officer	M	WHITE	1
2	2P034	Chief Engineer-Development	M	WHITE	1
2	2P035	Chief Park Planner	M	WHITE	1
2	2P039	Utility Operations Supt	M	WHITE	2
2	2P043	Convention/Visitor's Bureau Manager	M	WHITE	1
2	2P045	Risk Manager	M	WHITE	1
2	2P047	Municipal Court Administrator	F	WHITE	1
2	2P048	Internal Audit Manager	M	WHITE	1
2	2P052	Tennis Professional	M	WHITE	1
2	2P054	Environmental Health Manager	M	WHITE	1
2	2P069	Video Operations Manager	M	WHITE	1
2	2P071	Inspection Services Supervisor	F	BLACK	1
2	2P071	Inspection Services Supervisor	F	HISPA	1
2	2P071	Inspection Services Supervisor	M	ASIAN	1
2	2P071	Inspection Services Supervisor	M	WHITE	3
2	2P073	Fire Budget Analyst	M	WHITE	1
2	2P075	Fire Protection Engineer	M	WHITE	1
2	2P088	Fire Marshal	M	WHITE	1
2	2P091	Public Services Librarian	F		1
2	2P091	Public Services Librarian	F	HISPA	1
2	2P091	Public Services Librarian	F	WHITE	1

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Professional					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
2	2P091	Public Services Librarian	M	WHITE	1
2	2P092	Public Services Librarian, Senior	F	ASIAN	2
2	2P092	Public Services Librarian, Senior	F	HISPA	1
2	2P092	Public Services Librarian, Senior	F	WHITE	23
2	2P093	Public Services Librarian Supervisor	F	WHITE	4
2	2P093	Public Services Librarian Supervisor	M	WHITE	4
2	2P095	Library Manager	F	WHITE	1
2	2P095	Library Manager	M	WHITE	1
2	2P115	Park Operations Supt	F	WHITE	1
2	2P124	Planner	F	WHITE	3
2	2P124	Planner	M	BLACK	1
2	2P124	Planner	M	WHITE	2
2	2P127	Police Administrative Manager	M	WHITE	1
2	2P128	Public Safety Communication Manager	F	WHITE	1
2	2P131	Police Legal Advisor	M	WHITE	1
2	2P132	Police Planning/Research Coordinator	M	WHITE	1
2	2P141	Programmer Analyst I	M	WHITE	1
2	2P142	Systems & Programming Manager	M	WHITE	1
2	2P153	Records/Public Information Mgr	F	AMIND	1
2	2P165	Solid Waste Manager	F	WHITE	1
2	2P166	Marketing/Special Events Mgr	F	WHITE	1
2	2P169	Budget Analyst, Senior	F	WHITE	2
2	2P180	Planner, Senior	F	WHITE	1
2	2P180	Planner, Senior	M	BLACK	1
2	2P188	Programmer Analyst, Senior	F	ASIAN	1
2	2P188	Programmer Analyst, Senior	F	WHITE	3
2	2P188	Programmer Analyst, Senior	M	ASIAN	1
2	2P188	Programmer Analyst, Senior	M	HISPA	1
2	2P188	Programmer Analyst, Senior	M	WHITE	4
2	2P190	Technical Manager	M	WHITE	1
2	2P194	Telecommunications Manager	M	WHITE	1
2	2P198	Traffic Engineer II	F	WHITE	1
2	2P198	Traffic Engineer II	M	HISPA	1
2	2P198	Traffic Engineer II	M	WHITE	1
2	2P199	Public Works Supt	M	WHITE	2
2	2P265	Landscape Architect	F	WHITE	1
2	2P265	Landscape Architect	M	WHITE	2
2	2P273	Plano Centre Manager	M	WHITE	1

Professional					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
2	2P300	Sales Consultant	F	WHITE	2
2	2P300	Sales Consultant	M	WHITE	1
2	2P321	Literacy Coordinator	F	WHITE	1
2	2P327	Customer/Utility Services Manager	M	WHITE	1
2	2P349	Assistant to City Manager	M	WHITE	1
2	2P367	Children's Services Lib Supervisor	F	WHITE	5
2	2P387	First Assistant City Attorney	M	WHITE	1
2	2P388	Catalog/Process Librarian Supervisor	F	WHITE	1
2	2P389	Acquisition Librarian Supervisor	F	WHITE	1
2	2P391	Volunteer Resources Supervisor	F	WHITE	1
2	2P392	Chief Engineer-CIP	M	WHITE	1
2	2P393	Engineer, Senior	M	ASIAN	2
2	2P393	Engineer, Senior	M	WHITE	4
2	2P396	Planning & Information Manager	M	WHITE	1
2	2P400	Municipal Reference Librarian	F	WHITE	1
2	2P401	Internal Auditor	F	WHITE	1
2	2P402	Assistant City Attorney I	F	ASIAN	1
2	2P402	Assistant City Attorney I	M	WHITE	1
2	2P413	Accounting Manager	F	WHITE	1
2	2P425	Network Engineer	F	BLACK	1
2	2P425	Network Engineer	F	WHITE	1
2	2P425	Network Engineer	M	WHITE	2
2	2P426	Programmer Analyst II	F	ASIAN	1
2	2P426	Programmer Analyst II	F	WHITE	1
2	2P426	Programmer Analyst II	M	WHITE	5
2	2P431	Special Projects Manager	F	WHITE	1
2	2P461	GIS Manager	M	WHITE	1
2	2P462	GIS Analyst	F	ASIAN	2
2	2P462	GIS Analyst	M	WHITE	1
2	2P463	Training & Development Specialist	M	HISPA	1
2	2P463	Training & Development Specialist	M	WHITE	1
2	2P465	Associate Judge	F	WHITE	1
2	2P465	Associate Judge	M	WHITE	1
2	2P466	Treasury Analyst	M	WHITE	1
2	2P471	Urban Forester	F	WHITE	1
2	2P482	Dir Bus Retention & Expansion	M	BLACK	1
2	2P522	Controller	F	WHITE	1
2	2P523	Animal Services Field Manager	M	WHITE	1

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Professional					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
2	2P524	Park Services Manager	M	WHITE	1
2	2P525	Recreation Services Manager	F	WHITE	1
2	2P526	Development Review Manager	M	WHITE	1
2	2P527	Public Works Operation Manager	M	WHITE	1
2	2P528	Transport Engineering Manager	M	BLACK	1
2	2P532	Data Base Administrator	F	ASIAN	1
2	2P534	Traffic Engineer, Senior	M	WHITE	2
2	2P535	Police Budget Analyst	F	WHITE	1
2	2P536	HRIS Specialist	F	WHITE	1
2	2P541	Development Coordinator	F	WHITE	1
2	2P544	Director of Marketing	M	WHITE	1
2	2P549	Web Site Coordinator	M	WHITE	1
2	2P559	GIS Analyst, Senior	M	WHITE	1
2	2P560	Human Resources Manager	F	BLACK	1
2	2P574	Radio System Manager	M	WHITE	1
2	2P579	Sales Consultant, Senior	F	WHITE	1
2	2P583	Id/Property/Supply Manager	M	WHITE	1
2	2P584	Recreation Superintendent	F	WHITE	2
2	2P584	Recreation Superintendent	M	WHITE	1
2	2P585	Information Service Budget Analyst	F	WHITE	1
2	2P586	Police Records Manager	F	WHITE	1
2	2P610	Public Safety System Specialist Mgr	M	HISPA	1
2	2P615	Performing Arts Manager	M	WHITE	1
2	2P624	Infrastructure Manager	M	AMIND	1
2	2P630	Traffic Engineer I	M	ASIAN	1
2	2P646	Desktop Manager	F	WHITE	1
2	2P654	CNC Engineer	M	WHITE	1
2	2P655	Financial Systems Manager	M	WHITE	1
2	2P671	Technology Services Manager	M	WHITE	1
2	2P676	Compost Marketing & Operation Superintendent	M	WHITE	1
2	2P678	Special Services Superintendent	M	WHITE	1
2	2P689	Building Inspections Manager	M	WHITE	1
2	2P699	Compensation/Benefits Manager	F	WHITE	1
2	2P731	Court Systems Administrator	F	AMIND	1
2	2P733	Park Administrative Supt	M	WHITE	2
2	2P737	Library Operations Manager	F	WHITE	1
2	2P739	Animal Services Admin Manager	F	WHITE	1
2	2P740	Compost Marketing & Education Supervisor	F	WHITE	1
2	2P760	Public Works Construction Supt	M	WHITE	1

Professional					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
2	5F649	Recreation Supervisor	F	WHITE	8
2	5F649	Recreation Supervisor	M	BLACK	1
2	5F649	Recreation Supervisor	M	WHITE	3
2	6C622	Web Site Assistant	F	WHITE	1

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Technical

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
3	3F033	Construction Inspection Supervisor	M	WHITE	1
3	3F059	Mapping/Information Supervisor	M	AMIND	1
3	3F086	User Services Supervisor	M	WHITE	1
3	3F097	Library Tech	F	ASIAN	1
3	3F097	Library Tech	F	HISPA	1
3	3F097	Library Tech	F	WHITE	6
3	3F097	Library Tech	M	WHITE	1
3	3F135	Police Supply Supervisor	M	BLACK	1
3	3F138	Graphic Communications Supervisor	F	WHITE	1
3	3F200	Traffic Supervisor	M	WHITE	2
3	3F203	Traffic Engineering Supervisor	M	WHITE	1
3	3F487	Property Unit Supervisor	F	WHITE	1
3	3F641	Criminalist Supervisor	M	WHITE	1
3	3F641	Criminalist Supervisor	M	WHITE	1
3	3F641	Criminalist Supervisor	M	WHITE	1
3	3T024	Facilities Maintenance Mechanic-Senior	M	WHITE	1
3	3T025	Facilities Maintenance Mechanic-II	M	BLACK	3
3	3T025	Facilities Maintenance Mechanic-II	M	WHITE	4
3	3T026	Facilities Maintenance Tech	M	ASIAN	1
3	3T026	Facilities Maintenance Tech	M	BLACK	1
3	3T026	Facilities Maintenance Tech	M	WHITE	5
3	3T030	GIS Tech	F	ASIAN	1
3	3T030	GIS Tech	F	NSPEC	1
3	3T030	GIS Tech	M	ASIAN	1
3	3T032	Building Inspector	M	WHITE	3
3	3T040	Computer Operator	M	WHITE	1
3	3T041	Construction Inspector	M	WHITE	4
3	3T042	Facilities Construction Coordinator	M	WHITE	1
3	3T054	Mapping/Information Tech	M	WHITE	1
3	3T060	Environmental Health Specialist	F	BLACK	2
3	3T060	Environmental Health Specialist	F	WHITE	1
3	3T060	Environmental Health Specialist	M	AMIND	1
3	3T060	Environmental Health Specialist	M	ASIAN	1
3	3T060	Environmental Health Specialist	M	WHITE	3
3	3T070	Transportation Engineering Tech	M	WHITE	1
3	3T076	Fire Protection Specialist	M	WHITE	1
3	3T082	Crime Scene Tech	M	WHITE	1
3	3T083	Utility Tech	M	WHITE	2

Technical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
3	3T109	Micrographics Tech, Senior	F	ASIAN	1
3	3T109	Micrographics Tech, Senior	F	WHITE	1
3	3T111	Property Standards Specialist	F	BLACK	3
3	3T111	Property Standards Specialist	F	WHITE	3
3	3T111	Property Standards Specialist	M	WHITE	1
3	3T125	Planning Tech	F	WHITE	2
3	3T125	Planning Tech	M	WHITE	2
3	3T126	Plans Examiner	F	WHITE	2
3	3T126	Plans Examiner	M	ASIAN	1
3	3T126	Plans Examiner	M	BLACK	1
3	3T126	Plans Examiner	M	WHITE	1
3	3T158	Police Crime Analysis Asst	F	WHITE	1
3	3T164	Sign Shop Tech	M	HISPA	1
3	3T164	Sign Shop Tech	M	WHITE	1
3	3T171	Computer Operations Supervisor	M	WHITE	1
3	3T172	Construction Inspector, Senior	M	BLACK	1
3	3T172	Construction Inspector, Senior	M	WHITE	8
3	3T175	Fire Protection Specialist, Senior	M	WHITE	1
3	3T177	Print/Bindery Operator, Senior	F	HISPA	1
3	3T192	Publishing Coordinator	F	WHITE	2
3	3T192	Publishing Coordinator	M	WHITE	1
3	3T201	Traffic Signal Tech II	M	WHITE	1
3	3T201	Traffic Signal Tech II	M	WHITE	1
3	3T202	Traffic Signal Tech I	M	WHITE	1
3	3T211	Video Producer	M	WHITE	3
3	3T214	Pumping Facility Instrument Tech	M	WHITE	1
3	3T267	Facilities Construct Coordinator, Senior	M	WHITE	3
3	3T280	Rehabilitation Estimator	M	WHITE	1
3	3T284	E-911 Coordinator	F	WHITE	1
3	3T290	Facilities Maintenance Tech, Senior	M	WHITE	1
3	3T292	Engineering Tech	F	BLACK	1
3	3T297	Telecommunications Analyst	M	WHITE	1
3	3T298	Claims Coordinator	F	HISPA	1
3	3T302	Audio/Visual Tech	M	WHITE	1
3	3T323	Electrical Inspector	M	WHITE	1
3	3T324	Plumbing Inspector	M	WHITE	3
3	3T325	Code Compliance Inspector	M	BLACK	1
3	3T380	Criminalist	F	WHITE	4

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Technical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
3	3T380	Criminalist	M	WHITE	2
3	3T382	Facilities Maintenance Mechanic-I	M	WHITE	2
3	3T404	Public Information Coordinator	F	BLACK	1
3	3T404	Public Information Coordinator	F	WHITE	2
3	3T411	Fire Protection Tech	M	WHITE	2
3	3T412	Meter Shop Tech	M	WHITE	1
3	3T440	Associate Video Producer	M	WHITE	1
3	3T457	User Support Rep	M	WHITE	1
3	3T458	Signs & Markings Tech	M	WHITE	4
3	3T501	Fleet Coordinator	M	HISPA	1
3	3T508	GIS Tech, Senior	M	WHITE	1
3	3T512	PC/User Services Tech	F	ASIAN	1
3	3T512	PC/User Services Tech	F	WHITE	1
3	3T512	PC/User Services Tech	M	WHITE	1
3	3T542	Commercial Services Coordinator	F	BLACK	1
3	3T542	Commercial Services Coordinator	F	WHITE	2
3	3T545	Backflow Prevention Coordinator	M	HISPA	1
3	3T545	Backflow Prevention Coordinator	M	WHITE	2
3	3T551	Micrographics Tech	M	WHITE	1
3	3T569	Engineering Tech, Senior	F	BLACK	1
3	3T570	Transportation Engineering Tech, Senior	M	BLACK	1
3	3T570	Transportation Engineering Tech, Senior	M	WHITE	1
3	3T571	Planning Tech, Senior	M	WHITE	1
3	3T573	Radio System Coordinator	M	WHITE	1
3	3T575	Park Field Services Specialist	M	BLACK	1
3	3T575	Park Field Services Specialist	M	WHITE	1
3	3T591	Rehabilitation Estimator, Senior	M	WHITE	1
3	3T609	Police Intelligence Analyst	F	WHITE	1
3	3T631	Environmental Health Specialist, Senior	F	HISPA	1
3	3T631	Environmental Health Specialist, Senior	M	WHITE	2
3	3T635	Code Compliance Rep, Senior	F	HISPA	1
3	3T635	Code Compliance Rep, Senior	F	WHITE	1
3	3T637	Building Inspector, Senior	M	WHITE	4
3	3T638	Electrical Inspector, Senior	M	BLACK	1
3	3T638	Electrical Inspector, Senior	M	WHITE	4
3	3T639	Plumbing Inspector, Senior	M	WHITE	4
3	3T642	Property Standards Specialist, Senior	M	WHITE	2
3	3T651	Video Engineer	M	WHITE	1
3	3T657	Hazardous Waste Technician	F	WHITE	1

Technical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
3	3T657	Hazardous Waste Technician	M	BLACK	1
3	3T660	CUS Field Technician	M	HISPA	1
3	3T660	CUS Field Technician	M	WHITE	2
3	3T663	Emergency Database Technician	F	WHITE	1
3	3T666	Theater Technician	F	WHITE	1
3	3T692	PC/User Services Tech, Senior	M	ASIAN	1
3	3T692	PC/User Services Tech, Senior	M	WHITE	1
3	3T703	Emergency Medical Services Coordinator	M	WHITE	1
3	3T709	Keep Plano Beautiful Education Coordinator	F	WHITE	1
3	3T728	Asst Emergency Management Coordinator	M	WHITE	1
3	3T732	Park Technology Specialist	M	WHITE	1
3	3T738	Forestry Technician	M	WHITE	1
3	3T752	Police Statistician	M		1
3	3T761	Graphic Designer	F	WHITE	1
3	3T762	Video Producer, Senior	F	WHITE	1
3	5T674	Offsite Food Service Coordinator	M	ASIAN	1
3	5T742	Park Compliance Coordinator	M	WHITE	1
3	7T694	Apprentice Automotive Tech	M	WHITE	1
3	7T695	Fire Emergency Vehicle Tech	M	WHITE	3
3	8F736	Park Irrigation Tech Supervisor	M	WHITE	2

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Protective Services

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
4	4F087	Jail Supervisor	M	WHITE	5
4	4P013	Division Fire Chief	M	WHITE	3
4	4P277	District Manager	M	WHITE	5
4	4P278	Assistant Police Chief	M	WHITE	1
4	4P390	Jail Manager	M	BLACK	1
4	4S001	Fire Rescue Specialist	F	WHITE	5
4	4S001	Fire Rescue Specialist	M	AMIND	2
4	4S001	Fire Rescue Specialist	M	BLACK	3
4	4S001	Fire Rescue Specialist	M	HISPA	9
4	4S001	Fire Rescue Specialist	M	NSPEC	6
4	4S001	Fire Rescue Specialist	M	WHITE	153
4	4S005	Police Officer	F	BLACK	1
4	4S005	Police Officer	F	WHITE	29
4	4S005	Police Officer	M	AMIND	3
4	4S005	Police Officer	M	ASIAN	1
4	4S005	Police Officer	M	BLACK	16
4	4S005	Police Officer	M	HISPA	23
4	4S005	Police Officer	M	NSPEC	2
4	4S005	Police Officer	M	WHITE	187
4	4S006	Police Recruit	F	HISPA	1
4	4S006	Police Recruit	F	NSPEC	1
4	4S006	Police Recruit	F	WHITE	4
4	4S006	Police Recruit	M	NSPEC	1
4	4S006	Police Recruit	M	WHITE	1
4	4S014	Fire Apparatus Operator	F	WHITE	1
4	4S014	Fire Apparatus Operator	M	ASIAN	2
4	4S014	Fire Apparatus Operator	M	BLACK	1
4	4S014	Fire Apparatus Operator	M	HISPA	1
4	4S014	Fire Apparatus Operator	M	WHITE	40
4	4S017	Fire Captain	F	WHITE	1
4	4S017	Fire Captain	M	WHITE	31
4	4S018	Fire Lieutenant	M	WHITE	17
4	4S022	Police Sergeant	F	HISPA	1
4	4S022	Police Sergeant	F	WHITE	3
4	4S022	Police Sergeant	M	WHITE	31
4	4S037	Police Lieutenant	F	WHITE	1
4	4S037	Police Lieutenant	M	BLACK	1
4	4S037	Police Lieutenant	M	WHITE	10

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Protective Services					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
4	4S058	Police Captain	M	WHITE	3
4	4S320	Public Safety Officer	F	ASIAN	1
4	4S320	Public Safety Officer	F	HISPA	1
4	4S320	Public Safety Officer	F	WHITE	8
4	4S320	Public Safety Officer	M	BLACK	1
4	4S320	Public Safety Officer	M	HISPA	1
4	4S320	Public Safety Officer	M	WHITE	8
4	4S345	Jailer	F	BLACK	1
4	4S345	Jailer	F	HISPA	1
4	4S345	Jailer	F	WHITE	3
4	4S345	Jailer	M	BLACK	2
4	4S345	Jailer	M	HISPA	3
4	4S345	Jailer	M	WHITE	16
4	4S596	Public Safety Officer Supervisor	F	HISPA	1
4	4S596	Public Safety Officer Supervisor	M	WHITE	2

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Para-Professionals

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
5	2P049	CIP Budget Coordinator	F	WHITE	1
5	5F289	Asst Rec Center Supervisor	F	WHITE	2
5	5F289	Asst Rec Center Supervisor	M	WHITE	2
5	5F415	Administrative Support Supervisor	F	WHITE	8
5	5F415	Administrative Support Supervisor	M	WHITE	1
5	5F580	Athletic Supervisor	M	WHITE	1
5	5F680	Keep Plano Beautiful Supervisor	M	WHITE	1
5	5F681	SW Special Waste Supervisor	F	WHITE	1
5	5F704	Recreation Complex Supervisor	F	AMIND	1
5	5T152	Recreation Coordinator	F	BLACK	4
5	5T152	Recreation Coordinator	F	WHITE	10
5	5T152	Recreation Coordinator	M	BLACK	4
5	5T152	Recreation Coordinator	M	WHITE	10
5	5T316	Athletic Superintendent	M	WHITE	1
5	5T374	Senior Services Van/Bus Driver	M	WHITE	1
5	5T381	Food Service Attendant	F	HISPA	1
5	5T381	Food Service Attendant	F	WHITE	1
5	5T381	Food Service Attendant	M	ASIAN	1
5	5T381	Food Service Attendant	M	HISPA	1
5	5T443	Gymnastics Head Coach	F	ASIAN	1
5	5T443	Gymnastics Head Coach	M	HISPA	1
5	5T472	Food Services Coordinator	F	HISPA	1
5	5T698	Compliance Coordinator	F	BLACK	1
5	6F665	Theater Coordinator	M	WHITE	1

Office Clerical

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
6	2P557	Purchasing Systems Specialist	F	WHITE	1
6	6C005	Account Clerk I	F	WHITE	1
6	6C005	Account Clerk I	M	WHITE	1
6	6C008	Administrative Assistant, Senior	F	ASIAN	1
6	6C008	Administrative Assistant, Senior	F	BLACK	5
6	6C008	Administrative Assistant, Senior	F	HISPA	5
6	6C008	Administrative Assistant, Senior	F	WHITE	47
6	6C009	Administrative Asst to Exc Dir	F	WHITE	3
6	6C019	Assistant City Secretary	F	WHITE	1
6	6C023	Booking/Event Coordinator	F	WHITE	3
6	6C051	Data Entry Clerk	F	BLACK	1
6	6C068	Administrative Assistant, Exec	F	AMIND	1
6	6C068	Administrative Assistant, Exec	F	WHITE	1
6	6C090	Legal Assistant	F	WHITE	2
6	6C094	Library Clerk	F	BLACK	1
6	6C094	Library Clerk	F	HISPA	1
6	6C094	Library Clerk	F	WHITE	24
6	6C094	Library Clerk	M	WHITE	1
6	6C096	Library Page	F	ASIAN	1
6	6C096	Library Page	F	WHITE	10
6	6C096	Library Page	M	HISPA	1
6	6C096	Library Page	M	WHITE	1
6	6C122	Inspection Assistant	F	BLACK	1
6	6C122	Inspection Assistant	F	WHITE	2
6	6C133	Police Records Assistant	F	AMIND	1
6	6C133	Police Records Assistant	F	BLACK	4
6	6C133	Police Records Assistant	F	HISPA	3
6	6C133	Police Records Assistant	F	WHITE	23
6	6C133	Police Records Assistant	M	BLACK	1
6	6C143	Property/Evidence Specialist	F	WHITE	1
6	6C144	Human Resources Assistant	F	WHITE	2
6	6C154	Records Assistant	F	WHITE	3
6	6C161	Administrative Assistant	F	ASIAN	1
6	6C161	Administrative Assistant	F	BLACK	2
6	6C161	Administrative Assistant	F	HISPA	1
6	6C161	Administrative Assistant	F	WHITE	7
6	6C170	Customer Service Rep, Senior	F	WHITE	1
6	6C220	Public Information Assistant	F	BLACK	1

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Office Clerical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
6	6C220	Public Information Assistant	F	WHITE	5
6	6C239	Equipment Services Rep	F	WHITE	1
6	6C286	Municipal Court Clerk, Senior	F	WHITE	7
6	6C287	Municipal Court Clerk II	F	ASIAN	1
6	6C287	Municipal Court Clerk II	F	BLACK	1
6	6C287	Municipal Court Clerk II	F	HISPA	5
6	6C287	Municipal Court Clerk II	F	WHITE	11
6	6C346	Customer Service Rep	F	HISPA	1
6	6C346	Customer Service Rep	F	WHITE	3
6	6C351	Police Alarm Assistant	F	WHITE	3
6	6C420	Legal Secretary	F	HISPA	1
6	6C420	Legal Secretary	F	WHITE	2
6	6C429	Permit Services Rep	F	WHITE	1
6	6C475	Day Labor Center Coordinator	F	HISPA	1
6	6C502	Health Benefits Specialist	F	WHITE	1
6	6C509	Municipal Court Clerk I	F	HISPA	1
6	6C516	Library Assistant	F	BLACK	1
6	6C516	Library Assistant	F	HISPA	1
6	6C516	Library Assistant	F	WHITE	10
6	6C516	Library Assistant	M	WHITE	1
6	6C518	Administrative Coordinator	F	BLACK	1
6	6C518	Administrative Coordinator	F	HISPA	1
6	6C518	Administrative Coordinator	F	WHITE	4
6	6C538	Court Coordinator	F	WHITE	1
6	6C552	Telecommunications Assistant	F	WHITE	1
6	6C555	Customer & Utility Services Rep I	F	WHITE	2
6	6C556	Customer & Utility Services Rep Senior	F	WHITE	3
6	6C563	Community Development Coordinator	F	WHITE	2
6	6C563	Community Development Coordinator	M	BLACK	1
6	6C564	PSC Operations Coordinator	F	WHITE	1
6	6C565	Administrative Assistant, Tech	F	HISPA	2
6	6C565	Administrative Assistant, Tech	F	WHITE	3
6	6C568	Budget and Grant Coordinator	F	WHITE	1
6	6C590	Fire Prevention Support Asst	F	WHITE	1
6	6C593	Records Assistant, Senior	F	WHITE	1
6	6C594	Risk Analyst	F	WHITE	1
6	6C612	Account Clerk II	F	HISPA	1
6	6C612	Account Clerk II	F	WHITE	4
6	6C613	Account Clerk, Senior	F	WHITE	4

Office Clerical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
6	6C617	Performing Arts Coordinator	F	WHITE	1
6	6C620	Teen Court/Comm. Service. Coordinator	F	WHITE	1
6	6C621	Event Coordinator	F	WHITE	1
6	6C634	Permit Services Rep, Senior	F	WHITE	4
6	6C634	Permit Services Rep, Senior	M	WHITE	1
6	6C652	Customer & Utility Service Rep II	F	HISPA	2
6	6C652	Customer & Utility Service Rep II	F	HISPA	1
6	6C652	Customer & Utility Service Rep II	F	WHITE	3
6	6C661	Quality Assurance Coordinator	F	WHITE	1
6	6C664	Systems Support Coordinator-Senior	F	WHITE	1
6	6C664	Systems Support Coordinator-Senior	M	WHITE	1
6	6C673	Catering Sales Coordinator	F	WHITE	1
6	6C675	Warrant Clerk	F	WHITE	2
6	6C683	Legal Secretary, Senior	F	WHITE	1
6	6C693	CAPERS Coordinator	F	WHITE	1
6	6C700	Fire Safety Education Coordinator	F	WHITE	1
6	6C711	Customer & Utility Services Coordinator	F	HISPA	1
6	6C720	Field Service Specialist	F	WHITE	1
6	6C720	Field Service Specialist	M	HISPA	2
6	6C720	Field Service Specialist	M	WHITE	2
6	6C724	Retirement Specialist	F	WHITE	1
6	6C729	Plano Centre Financial Specialist	F	AMIND	1
6	6C743	CIS Systems Specialist	F	WHITE	1
6	6C744	Billing Representative, Senior	F	WHITE	1
6	6C745	Billing Representative	F	WHITE	1
6	6C746	Collections Representative, Senior	F	WHITE	1
6	6C747	Collections Representative	F	WHITE	1
6	6C750	Buyer	F	BLACK	1
6	6C750	Buyer	F	WHITE	2
6	6C751	Buyer, Senior	F	WHITE	1
6	6C754	Police Open Records Assistant	F	BLACK	1
6	6C756	Human Resources Generalist, Senior	F	BLACK	1
6	6C763	Video Production Coordinator	F	WHITE	1
6	6F129	Public Safety Communication Supervisor	F	WHITE	3
6	6F129	Public Safety Communication Supervisor	M	WHITE	2
6	6F206	Customer/Utility Services Supervisor	F	WHITE	2
6	6F368	Municipal Court Clerk Supervisor	F	BLACK	1
6	6F368	Municipal Court Clerk Supervisor	F	WHITE	1
6	6F517	Library Support Supervisor	F	WHITE	5

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Office Clerical					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
6	6F520	Police Records Supervisor	F	WHITE	2
6	6F706	Billing & Collections Supervisor	F	WHITE	1
6	6F715	Payroll Supervisor	F	WHITE	1
6	6F722	Field Service Supervisor	M	HISPA	1
6	6T130	Public Safety Communication Specialist	F	BLACK	1
6	6T130	Public Safety Communication Specialist	F	HISPA	1
6	6T130	Public Safety Communication Specialist	F	WHITE	28
6	6T130	Public Safety Communication Specialist	M	HISPA	3
6	6T130	Public Safety Communication Specialist	M	WHITE	6
6	6T148	Mail Clerk	F	WHITE	2
6	6T301	Public Safety Communication Recruit	F		3
6	6T301	Public Safety Communication Recruit	F	BLACK	2
6	6T301	Public Safety Communication Recruit	F	NSPEC	1
6	6T301	Public Safety Communication Recruit	F	WHITE	3
6	6T301	Public Safety Communication Recruit	M		3
6	6T301	Public Safety Communication Recruit	M	HISPA	1
6	6T301	Public Safety Communication Recruit	M	WHITE	2
6	6T375	Public Safety Communication Training Coordinator	M	HISPA	1
6	6T375	Public Safety Communication Training Coordinator	M	WHITE	2
6	6T460	Public Safety Communication Education Rep	F	WHITE	1
6	6T478	Print/Bindery Operator	M	BLACK	1
6	6T478	Print/Bindery Operator	M	HISPA	1

Skilled Craft

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
7	7F066	Equipment Services Supervisor	F	WHITE	1
7	7F066	Equipment Services Supervisor	M	HISPA	1
7	7F066	Equipment Services Supervisor	M	WHITE	1
7	7M063	Equipment Operator	M	BLACK	6
7	7M063	Equipment Operator	M	HISPA	16
7	7M063	Equipment Operator	M	WHITE	13
7	7M064	Equipment Operator, Senior	M	BLACK	4
7	7M064	Equipment Operator, Senior	M	HISPA	6
7	7M064	Equipment Operator, Senior	M	WHITE	24
7	7M103	Tire Tech	M	HISPA	1
7	7M103	Tire Tech	M	WHITE	1
7	7M305	Plumbing/Swimming Pool Tech	F	BLACK	1
7	7M305	Plumbing/Swimming Pool Tech	M	HISPA	1
7	7M306	Playground Maintenance Tech	M	HISPA	1
7	7M306	Playground Maintenance Tech	M	WHITE	1
7	7M307	Irrigation Tech	M	HISPA	1
7	7M307	Irrigation Tech	M	WHITE	7
7	7M309	Electrical Tech	M	WHITE	2
7	7M311	Chemical Application Tech	M	BLACK	1
7	7M311	Chemical Application Tech	M	WHITE	2
7	7M493	Trail Maintenance Tech	M	HISPA	1
7	7T079	Golf Course/Park Op Equip Mechanic	M	BLACK	1
7	7T104	Automotive Tech	M	BLACK	1
7	7T104	Automotive Tech	M	HISPA	3
7	7T104	Automotive Tech	M	WHITE	3
7	7T105	Heavy Truck & Equip Tech	M	ASIAN	1
7	7T105	Heavy Truck & Equip Tech	M	WHITE	10
7	7T215	Water Pump Station Operator	M	WHITE	4

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Service Maintenance

EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
8	2P597	Solid Waste Services Supervisor	M	BLACK	1
8	2P597	Solid Waste Services Supervisor	M	WHITE	4
8	5F679	Compost Operations Supervisor	M	WHITE	1
8	5F741	Custer Rd Compost Supervisor	M	WHITE	1
8	8F047	Facilities Services Supervisor	M	BLACK	1
8	8F049	Facilities Maintenance Supervisor	M	WHITE	1
8	8F212	Inventory Control Supervisor	M	WHITE	1
8	8F343	Street/Drainage Supervisor	M	BLACK	2
8	8F343	Street/Drainage Supervisor	M	WHITE	3
8	8F344	Utility Operations Supervisor	M	WHITE	6
8	8F362	Head Greens keeper	M	WHITE	1
8	8F434	Park Support Services Supervisor	M	WHITE	1
8	8F435	Athletic Field Maintenance Supervisor	M	WHITE	1
8	8F436	Park District Supervisor	M	WHITE	2
8	8F437	Park District Assistant Supervisor	F	WHITE	1
8	8F437	Park District Assistant Supervisor	M	BLACK	1
8	8F437	Park District Assistant Supervisor	M	HISPA	3
8	8F437	Park District Assistant Supervisor	M	WHITE	2
8	8F539	CLF	M	WHITE	1
8	8F644	COP-04	F	WHITE	1
8	8F721	COP-03	M	WHITE	1
8	8F730	Food Outlet Supervisor	M	ASIAN	1
8	8M013	Animal Services Officer	F	WHITE	4
8	8M013	Animal Services Officer	M	BLACK	1
8	8M013	Animal Services Officer	M	WHITE	6
8	8M048	Custodian	M	BLACK	1
8	8M101	Labor/Maintenance Worker	M		1
8	8M101	Labor/Maintenance Worker	M	AMIND	1
8	8M101	Labor/Maintenance Worker	M	BLACK	11
8	8M101	Labor/Maintenance Worker	M	HISPA	28
8	8M101	Labor/Maintenance Worker	M	NSPEC	1
8	8M101	Labor/Maintenance Worker	M	WHITE	36
8	8M102	Labor/Maintenance Worker Trainee	M		1
8	8M102	Labor/Maintenance Worker Trainee	M	HISPA	2
8	8M102	Labor/Maintenance Worker Trainee	M	WHITE	2
8	8M106	Meter Reader	F	WHITE	1
8	8M106	Meter Reader	M	WHITE	1
8	8M136	Police Services Assistant	M	WHITE	2

Service Maintenance					
EEO-4 Cat	Job Code	Description	Sex	Ethnic Group	
8	8M155	Route Driver	M	BLACK	19
8	8M155	Route Driver	M	HISPA	4
8	8M155	Route Driver	M	WHITE	19
8	8M157	Refuse Collector	F	WHITE	1
8	8M157	Refuse Collector	M	BLACK	1
8	8M157	Refuse Collector	M	WHITE	1
8	8M182	Warehouse Inventory Tech, Sr.	M	WHITE	3
8	8M210	Van Driver, Senior	M	WHITE	1
8	8M213	Warehouse Inventory Technician	M	WHITE	3
8	8M218	Route Driver Trainee	M	BLACK	2
8	8M218	Route Driver Trainee	M	WHITE	1
8	8M226	Plano Centre Attendant	F	HISPA	1
8	8M226	Plano Centre Attendant	M	BLACK	1
8	8M226	Plano Centre Attendant	M	HISPA	1
8	8M332	Crew Leader	M	BLACK	3
8	8M332	Crew Leader	M	HISPA	6
8	8M332	Crew Leader	M	WHITE	15
8	8M338	Crew Leader, Senior	M	BLACK	1
8	8M338	Crew Leader, Senior	M	HISPA	4
8	8M338	Crew Leader, Senior	M	WHITE	27
8	8M363	Greenskeeper	M	WHITE	1
8	8M383	Facilities Services Rep	M	ASIAN	1
8	8M383	Facilities Services Rep	M	HISPA	1
8	8M473	Banquet Chef	M	BLACK	1
8	8M473	Banquet Chef	M	HISPA	1
8	8M511	Facilities Services Rep, Senior	M	HISPA	1
8	8M519	Animal Services Officer, Senior	F	WHITE	2
8	8M519	Animal Services Officer, Senior	M	WHITE	1
8	8M588	Executive Chef	M	WHITE	1
8	8M605	Banquet Supervisor	M	ASIAN	1
8	8M606	Police Services Assistant, Senior.	M	WHITE	1
8	8M632	Kennel Attendant	F	WHITE	1
8	8M632	Kennel Attendant	M	WHITE	1
8	8M687	Route Driver	M	WHITE	1

1-28

Department Utilization Analysis

**Departmental Utilization Analysis Range
SEPTEMBER 30, 2004**

Total Employees			Total Females					Total Minorities				
1937			640					404				
100%			33%					21%				
			35%=U					18%=U				
			53%=C					27%=C				
Department Division	CC #	Total	Female		Utilization			Minority		Utilization		
			#	%	U	C	--	#	%	U	C	--
City Manager's Office												
City Manager	1112	4	3				--	2	50.00			--
ACM-Public Services												
Pub Services & Oper	1611	2	1	50.00			--	0	0.00			--
ACM Administration												
Administration	1121	2	1	50.00			--	0	0.00			--
ACM-Com-Bus Tech												
Com-Bus Tech	1511	2	1	50.00			--	0	0.00			--
Intergovernmental Relations												
Intergov Relations	1271	2	1	50.00			--	0	0.00			--
City Attorney's Office												
Legal Administration	1113	13	10	76.92		C		3	23.08			--
Municipal Court Judge												
Municipal Ct.	1114	6	4	66.67		C		1	16.67	U		
City Secretary Office												
City Secretary	1115	3	3	100.00			--	0	0.00	U		
Public Information												
Public Info	1116	5	5	100.00		C		2	40.00		C	
Publishing	1195	2	1	50.00			--	0	0.00			--
Records Management	1321	7	6	85.71		C		3	42.86		C	
Gov Access/CATV	18181	9	3	33.33			--	0	0.00	U		
Website Design	18281	2	1	50.00			--	0	0.00			--
Print Shop	63322	4	2	50.00			--	3	75.00		C	
Mail Service	63323	2	2	100.00			--	0	0.00			--
Finance												
Finance Admin	1211	2	1	50.00			--	0	0.00			--
Accounting	1212	17	15	88.24		C		1	5.88	U		
Municipal Ct. Admin	1214	32	32	100.00		C		9	28.12			--

1-30

Department Division	CC #	Total	Female		Utilization			Minority		Utilization		
			#	%	U	C	--	#	%	U	C	--
Treasury	1217	2	0	0.00			--	0	0.00			--
Finance Sys Admin	1219	2	0	0.00			--	0	0.00			--
Purchasing	1361	6	5	83.33		C		1	16.67	U		
Warehouse Operator	64364	8	1	8.90	U			0	0.00	U		
Risk Management	9844	4	3	75.00			--	2	50.00			--
Budget & Research												
Budget & Research	1213	6	4	66.67			--	0	0.00	U		
Internal Audit												
Internal Audit	1216	2	1	50.00			--	0	0.00			--
Human Resources												
HR Admin	1381	12	12	100.00		C		3	25.00			--
Enterprise Center	1384	2	0	0.00	-			1	50.00			--
Police												
Police	1532	454	120	26.43	U			71	15.64	U		
Tri-City Academy	1536	1	1	100.00			--	0	0.00			--
Municipal Court Security	55232	1	0	0.00			--	1	100.00			--
Information Services												
Telecommunication	1538	4	2	50.00			--	0	0.00	U		
Technology Services	66395	31	13	41.94			--	8	25.81			--
PS Systems Support	66396	9	2	22.22	U			2	22.22			--
Fire												
Fire	1522	282	7	2.48	U			26	9.21	U		
Fire Civilian	1555	9	6	66.67		C		0	0.00	U		
Fire Marshal	1573	9	3	33.33			--	0	0.00	U		
Environmental Health												
Environmental Health	1582	17	8	47.06			--	6	35.29		C	
Animal Services	1583	20	10	50.00			--	1	5.00	U		
PS Communication												
PSC	1534	73	50	68.49		C		12	16.44	U		
Parks & Recreation												
VIP Program	1385	2	2	100.00		C		0	0.00			--
P & R Admin	1631	2	1	50.00			--	0	0.00			--
Parks Service Admin	1641	3	2	66.67			--	0	0.00			--
Creative Arts	1632	5	3	60.00			--	1	20.00			--
Market/Spec Event	1633	3	3	100.00		C		0	0.00			--
Park Field Services	1634	4	1	25.00	U			2	50.00		C	
Park Planning	1635	6	4	66.67			--	0	0.00	U		
Athletics	1636	4	0	0.00	U			1	25.00			--
Athletics Field Maint	1637	17	0	0.00	U			7	41.18		C	
PARD	1638	2	1	50.00			--	1	50.00			--

Department	CC	Total	Female		Utilization			#	%	Utilization		
			#	%	U	C	--			U	C	--
Champion Ballpark	1642	1	0	0.00			--	1	100.00			--
Parks Support	1643	17	1	5.89	U			6	35.29		C	
Ground Maint #1	1644	22	0	0.00	U			10	45.45		C	
Landscape Services	1646	15	2	13.33	U			2	13.33	U		
Ground Maint #2	1648	24	0	0.00	U			15	62.50		C	
Recreation Admin	0651	2	2	100.00			--	0	0.00			--
Special Programs	1653	4	4	100.00		C		0	0.00	U		
Aquatics	1654	4	2	50.00		C		0	0.00	U		
Tennis Center	1655	2	0	0.00	U			0	0.00			--
Senior Services	1656	6	4	66.67		C		0	0.00	U		
Douglass Rec-Center	1661	4	1	25.00			--	4	100.00		C	
Recreation Centers	1662	8	3	37.50			--	1	12.50	U		
Carpenter Park	1663	5	3	60.00			--	2	40.00		C	
Aquatics/Rec-Center	1664	8	4	50.00			--	2	25.00			--
Liberty Rec Center	1665	5	3	60.00			--	1	20.00			--
Convention Bureau	46125	6	4	66.67			--	0	0.00	U		
Civic Center	46128	28	10	35.71			--	16	57.14		C	
Golf Course Maint	4867	10	0	0.00	U			4	40.00		C	
Fall Aquatics	51821	4	3	75.00		C		0	0.00	U		
Aerobat	51865	3	2	66.67			--	3	100.00		C	
Property Standards												
Property Standards	1619	15	11	73.33		C		8	53.33		C	
Planning												
Planning Services	1622	38	19	50.00			--	12	31.58		C	
Neighborhood Maint	1719	2	1	50.00			--	0	0.00			--
Utility Planning	41724	2	0	0.00			--	1	50.00			--
Engineering												
Engineering	1721	35	8	22.86	U			8	22.86			--
Facilities	1352	22	3	13.64	U			6	27.27			--
Building Services	1353	5	0	0.00	U			5	100.00		C	
Utility Engineering	41723	2	0	0.00			--	1	50.00			--
Building Inspections												
Building Inspections	1624	50	18	36.00			--	8	16.00	U		
Library												
Library Admin	1681	8	7	87.50		C		0	0.00	U		
Technical Services	1682	12	11	91.67		C		2	16.67			--
Harrington	1683	22	21	95.45		C		5	22.73			--
Schimelpfening	1684	21	20	95.24		C		1	4.77	U		
Haggard	1685	24	20	83.33		C		3	12.50			--
Municipal Reference	1686	2	2	100.00			--	0	0.00			--

1-32

Department	CC #	Total	Female		Utilization			Minority		Utilization		
			#	%	U	C	--	#	%	U	C	--
Davis	1687	21	19	90.48		C		2	9.52	U		
Parr	1688	20	19	95.00		C		0	0.00	U		
Public Works												
Public Works Admin	1711	8	3	37.50			--	1	12.50	U		
Streets	1742	34	0	0.00	U			20	58.82		C	
Signals	1743	11	0	0.00	U			1	9.09	U		
Signs and Markings	1744	11	0	0.00	U			2	18.18			--
Utility Maint Admin	41761	8	3	37.50			--	1	12.50	U		
Utility District-3 W	41762	15	0	0.00	U			5	33.33		C	
Utility District-2 E	41763	19	0	0.00	U			5	26.32			--
Pumping Facility	41764	12	0	0.00	U			2	16.67	U		
Meter Service	41765	13	0	0.00	U			3	23.08			--
Utility District-1 N	41766	19	0	0.00	U			4	21.05			--
Special Waste	45712	3	2	66.67		--		1	33.33			--
Compost Operations	45714	12	1	8.33	U			0	0.00	U		
Solid Waste Collect	45748	44	0	0.00	U			25	56.82		C	
Solid Waste Admin	45749	9	8	88.89		C		3	33.33			--
Keep Plano Beautiful	45751	10	2	20.00	U			3	30.00			--
Backflow Operation	41769	4	0	0.00	U			1	25.00			--
Commercial Division	45752	4	3	75.00		C		1	25.00			--
Municipal Drainage	47471	13	0	0	U			4	30.77		C	
Muni Drainage Adm	47472	2	0	0.00			--	0	0.00			--
Equip Serv Opr	61342	35	5	14.29	U			9	25.71			--
Utility Cut Service	41767	11	0	0.00	U			5	45.45		C	
Customer & Utility												
Cust Utility Admin	41421	22	21	95.45		C		4	18.18			--
Cust Utility Field	41422	14	3	21.43	U			4	28.57			--
Cust Utility West	41423	2	2	100.00			--	0	0.00			--
Economic Devl Board												
Economic Development	76226	5	3	60.00			--	1	20.00			--
TOTAL		1937	640					404				

U - Indicates that there is an underutilization of females and/or minorities. In such cases, there is a need for expanded recruitment in that respective area. Because the above data is presented in a manner which separates the department into divisions, one can readily identify if the underutilization is in a particular area or if it is department wide.

C - Indicates that there is a concentration of females and/or minorities. In such cases, a review shall be done to ensure that the concentration is not clustered in entry level positions.

Availability/Utilization Analysis

1-34

**EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL
2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	55,380	57.30	9.50	2.00	2.90	3.50	.30	.80	28.20	5.00	1.50	1.70	1.30	.20	.30	14.50
COP Workforce 03-04	25	56.00	4.00	0.00	4.00	0.00	0.00	0.00	32.00	8.00	8.00	0.00	0.00	0.00	0.00	12.00
COP Workforce 02-03	25	60.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	8.00	8.00	0.00	0.00	0.00	0.00	8.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 33.20%
 <26.56% = Underutilization > 39.84 = Concentration
 COP FEMALE WORKFORCE = 40.00%
 COP utilization % falls within acceptable range
 No change in female representation in APP year 2003-04 when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 14.50%
 <11.60% = Underutilization > 17.30% = Concentration
 COP MINORITY WORKFORCE = 12.00%
 COP utilization % falls within acceptable range
 AAP year 2003-04 minority representation reflects an increase to 12% compared to 8% representation in AAP year 2002-03.

1-35

**PROFESSIONAL
2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	76,670	42.50	12.00	2.00	1.90	7.00	.20	.90	35.20	10.00	2.50	2.10	4.60	0.3	.50	22.20
COP Workforce 03-04	229	43.00	7.00	2.00	2.00	2.00	0.00	0.00	42.00	8.00	2.00	1.00	4.00	1.00	0.00	15.00
COP Workforce 02-03	226	42.48	8.41	3.54	2.21	2.21	.44	0.00	41.59	7.56	2.70	.88	3.54	.44	0.00	15.93

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 36,145 or 45.40%

<36.32% = Underutilization > 54.48 = Concentration

COP FEMALE WORKFORCE = 115 or 50.00%

COP utilization % falls within acceptable range

AAP year 2003-04 female representation reflects an increase of approximately 1% when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 17,720 or 22.24%

<17.79% = Underutilization > 26.69% = Concentration

COP MINORITY WORKFORCE = 34 or 15.00%

COP utilization % reflects underutilization

AAP year 2003-04 minority representation reflects a decrease of approximately 1% when compared to AAP year 2002-03.

1-36

**TECHNICIAN
September 2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	4,765	38.30	11.30	1.80	5.20	3.00	.20	1.10	38.70	11.20	3.00	3.50	3.10	0.3	1.30	22.50
COP Workforce 03-04	207	60.87	11.63	5.80	1.93	2.93	.97	0.00	18.35	8.69	4.34	2.42	1.93	0.00	0.00	20.32
COP Workforce 02-03	209	62.20	12.44	6.22	1.90	2.87	1.44	0.00	18.18	7.65	3.35	2.39	1.91	0.00	0.00	20.10

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 2,385 or 50.10%
 <40.08% = Underutilization > 60.12 = Concentration
 COP FEMALE WORKFORCE = 57 or 27.54%
 COP utilization reflects underutilization in this area
 AAP year 2003-04 female representation reflects an increase of approximately 2% when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 1,095 or 22.90%
 <18.32% = Underutilization > 27.48% = Concentration
 COP MINORITY WORKFORCE = 43 or 20.77%
 COP utilization % falls within acceptable range
 No change in minority representation in APP year 2003-04 when compared to AAP year 2002-03.

1-37

PROTECTIVE SERVICES
September 2004

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	3,000	67.50	19.10	7.30	7.80	.50	1.70	1.80	10.00	2.40	1.20	1.00	0.00	0.7	.5	21.50
COP Workforce 03-04	655	79.57	10.75	3.84	5.68	.46	.77	0.00	8.30	1.38	0.31	.77	.15	.15	0.00	12.13
COP Workforce 02-03	651	79.72	10.30	3.84	5.53	0.46	0.77	0.00	8.29	1.07	.31	.61	.15	0.00	0.00	11.98

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 402 or 13.4%
 <10.72% = Underutilization > 16.08 = Concentration
 COP FEMALE WORKFORCE = 63 or 9.68%
 COP utilization reflects underutilization in this area
 No change in female representation in APP year 2003-04 when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 675 or 22.50%
 <18% = Underutilization > 27% = Concentration
 COP MINORITY WORKFORCE = 79 or 12.13%
 COP utilization reflects underutilization in this area
 No change in minority representation in APP year 2003-04 when compared to AAP year 2002-03.

1-38

**ADMINISTRATIVE SUPPORT
September 2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	68,925	32	6.30	1.8	2.8	1.20	.10	.40	50.4	11.40	3.10	4.5	2.50	.30	1.0	17.70
COP Workforce 03-04	385	5.97	3.37	0.77	2.60	0.00	0.00	0.00	74.81	15.82	6.49	7.27	1.02	.78	0.26	21.75
COP Workforce 02-03	380	6.52	3.16	0.79	2.37	0.00-	0.00	0.00	73.95	16.84	6.84	7.11	1.84	1.05	0	20.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 45,505 or 61.70%
 <49.36% = Underutilization > 74.04 = Concentration
 COP FEMALE WORKFORCE = 345 or 91%
 COP utilization reflects concentration in this area
 No change in female representation in APP year 2003-04 when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 5,678 or 17.70%
 <14.16% = Underutilization > 21.24% = Concentration
 COP MINORITY WORKFORCE = 74 or 20.00%
 COP utilization falls within acceptable utilization range
 AAP year 2003-04 minority representation reflects an increase when compared to AAP year 2002-03.

1-39

**SERVICE MAINTENANCE
September 2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Minority		
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A		A/IN	O
CCLF	6,410	33.50	53.80	5.0	47.30	.20	.40	.80	7.60	5.10	0.5	4.20	.20	.10	.10	58.90
COP Workforce 03-04	264	57.20	37.88	17.42	18.94	1.14	0.38	0.00	4.17	.38	0.00	.38	0.00	0.00	0.00	38.26
COP Workforce 02-03	255	58.43	37.25	18.04	17.65	1.18	.39	0.00	3.92	.39	0.00	.39	0.00	0.00	0.00	37.64

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 817 or 12.70%
 <10.16% = Underutilization > 15.24 = Concentration
 COP FEMALE WORKFORCE = 12 or 4.55%
 COP utilization reflects underutilization in this area
 AAP 2003-04 year female representation reflects no significant change when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 3,775 or 58.90%
 <47.12% = Underutilization > 70.68% = Concentration
 COP MINORITY WORKFORCE = 102 or 38.64%
 COP utilization reflects underutilization in this area
 AAP year 2003-04 minority representation reflects an increase when compared to AAP year 2002-03.

1-40

**SKILLED CRAFT
September 2004**

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)								
		W	Minority	B	H	A	A/IN	O	W	Minority	B	H	A	A/IN	O	Total Minority
CCLF	15,495	67.70	26.10	2.80	19.90	1.40	.70	1.30	4.60	1.50	0.40	0.50	0.50	0.00	.10	27.60
COP Workforce 03-04	115	59.13	39.47	11.30	26.96	.87	0.00	0.00	.87	0.87	.87	0.00	0.00	0.00	0.00	40.35
COP Workforce 02-03	113	63.06	27.03	11.70	26.42	.90	0.00	0.00	1.80	.90	.90	0.00	0.00	0.00	0.00	39.02

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 963 or 6.20%

<4.96% = Underutilization > 7.44 = Concentration

COP FEMALE WORKFORCE = 2 or 1.74%

COP utilization reflects underutilization in this area

AAP year 2003-04 female representation reflects a decrease of approximately 1% when compared to AAP year 2002-03.

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 4,285 or 27.65%

<22.12% = Underutilization > 33.18% = Concentration

COP MINORITY WORKFORCE = 46 or 40.35%

COP utilization reflects concentration in this area

AAP year 2003-04 minority representation reflects a slight increase as compared to AAP year 2002-03.

1-41

1-42

New Hire Report by EEO Job Category

AAP 03-04 hiring for females and ethnic minority distribution by EEO Job category is as follows.

JOB CATEGORY	#	MALE						FEMALE						TOTAL ETH/RACE /MINORITY	
		W	B	H	A	A/IN	O	W	B	H	A	A/I	O	% of category	% of total
AD/EXECUTIVE	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL	13	46.15	0.00	0.00	0.00	0.00	0.00	38.46	15.39	0.00	0.00	0.00	0.00	15.39	1.21
TECHNICIAN	14	57.14	0.00	0.00	0.00	0.00	0.00	14.29	14.29	0.00	0.00	0.00	14.29	28.57	2.41
PROTECTIVE SERVICE	20	50.00	5.00	5.00	0.00	5.00	0.00	25.00	0.00	5.00	0.00	0.00	5.00	25.00	3.01
PARA-PROFESSIONAL	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFICE CLERICAL	66	6.00	0.00	3.00	0.00	0.00	0.00	66.67	6.00	15.15	0.00	0.00	3.00	27.27	10.84
SKILLED CRAFT	7	71.43	0.00	28.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.57	1.21
SERVICE MAINTENANCE	44	47.73	13.64	34.09	0.00	0.00	0.00	4.55	0.00	0.00	0.00	0.00	0.00	47.73	12.65
TOTAL #	166	56	6	21	0	1	0.00	58	8	11	0	0	5	52	31.33
%	100	33.73	3.61	12.65	0	.01	0.00	34.94	4.82	6.63	0	0	3.01	31.33	100

Total new hires for AAP year 03-04 was 166 full time employees. Of this number, 52 or 31% were ethnic minority and 82 or 50% were female. Compared to AAP year 02-03, where there were 155 full time employees hired; 53 or 34% was ethnic minority and 50 or 32. % was female.

Statistically speaking there was no significant change in the number of racial minorities hired. The percentage of new hire females for AAP year 03-04 reflects an increase over AAP year 2002-03.

Separation Report by EEO Job Category

AAP 03-04 Separation of employment for females and ethnic minority distribution by EEO Job category is as follows.

JOB CATEGORY	#	MALE										FEMALE					TOTAL ETH/RACE /MINORITY	
		W					O					W					%	
		B	H	A	A/IN	O	B	H	A	A/IN	O	B	H	A	A/IN	O	% of category	% of total
AD/EXECUTIVE	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL	22	29.63	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.0	11.11	0.00	0.00	0.00	0.00	0.00	22.73	2.62
TECHNICIAN	13	76.92	0.00	0.00	7.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.08	1.57
PROTECTIVE SERVICE	21	76.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.05	0.00	0.00	0.00	0.00	0.00	4.76	0.50
PARA-PROFESSIONAL	4	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0	25.00	0.00	0.00	0.00	25.00	0.50
OFFICE CLERICAL	77	6.50	0.00	0.00	0.00	0.00	1.30	0.00	0.00	0.00	63.64	7.79	12.99	6.49	1.30	0.00	29.87	12.04
SKILLED CRAFT	12	66.67	16.67	0.00	0.00	0.00	.83	0.00	0.00	0.00	.83	0.00	0.00	0.00	0.00	0.00	25.00	1.57
SERVICE MAINTENANCE	40	60	15	2.50	0.00	0.00	20	2.50	0.00	0.00	2.50	0.00	0.00	0.00	0.00	0.00	37.50	7.85
TOTAL #	191	75	13	1	1	0	10	1	1	0	65	9	11	5	1	0.00	51	26.65
%	100	39.27	6.81	.50	.50	0	5.24	.50	.50	0	34.03	4.71	5.76	2.62	.50	0.00	26.70	100.00

Total separations for AAP year 03-04 was 191 full time employees. Of this number, 51 or 26.70% were ethnic minority and 91 female or 47.64% were female. Compared to AAP year 02-03, when there was also 191 full time employees who separated employment from the city of which 55 or 28.80% were ethnic minority and 77 or 40.31% were female. Statistically speaking there was very little change in the number of racial/ethnic minorities separating from the City. However the percentage of females separating employment from the City for AAP year 2003-04 reflects an increase.

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Promotion Report by EEO Job Category

AAP 03-04 Promotions for females and ethnic minority distribution by EEO Job category is as follows.

JOB CATEGORY	#	MALE								FEMALE								TOTAL ETH/RACE /MINORITY	
		W	B	H	A	A/IN	O	W	B	H	A	A/I	O	% of category	% of total				
		AD/EXECUTIVE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
PROFESSIONAL	21	47.62	0.00	4.76	4.76	0.00	0.00	33.33	0.00	0.00	0.00	4.76	0.00	0.00	19.05	2.94			
TECHNICIAN	15	53.33	6.67	6.67	13.33	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	26.27	2.94			
PROTECTIVE SERVICE	14	92.86	7.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.14	0.74			
PARA-PROFESSIONAL	5	60.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
OFFICE CLERICAL	48	16.67	0.00	0.00	0.00	0.00	0.00	77.08	0.00	0.00	4.17	2.08	0.00	0.00	6.25	2.21			
SKILLED CRAFT	10	40.00	20.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	4.41			
SERVICE MAINTENANCE	23	56.52	17.39	21.74	4.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.47	7.35			
TOTAL #	136	59	8	11	4	0	0	49	0	0	2	2	1	0	28	20.59			
%	100	43.38	5.88	8.09	2.94	0	0	36.03	0	0	1.47	1.47	.01	0	20.05	100			

During AAP 03-04, 136 full time employees were promoted. Of this number 28 or 21% were racial/ethnic minority and 54 or 40% were female. Compared to one hundred thirteen promotions in AAP'02-03, where 25 or 22% of were racial minorities and 31 or 27% were female.

Statistically speaking there was less than a 1% decrease in promotion of racial/ethnic minorities in AAP 2003-04 compared to AAP year 2002-03. There was however, an increase to 40% female in AAP year compared to 27% female during AAP year 2002-03.



**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:	3/16/05		Reviewed by Legal <i>HL</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell		<i>PH</i>	3/4/05
Dept Signature:	<i>P. Jarrell</i>		Executive Director	<i>JW</i>
Agenda Coordinator (include phone #):		Lynn Woodall, x 7156		3/7/05
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 checked="" type="checkbox"/> OTHER <i>Public Hearing</i>				
CAPTION				
Consideration of a Resolution Approving and Adopting the Plan to End Chronic Homelessness in Collin County; and Providing an Effective Date. (Item tabled from December 21, 2004.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
The Plan to End Chronic Homelessness in Collin County was prepared in response to a federal initiative to end chronic homelessness within 10 years. Approval of the Plan will meet a requirement of the City's Consolidated Plan for federal CDBG and HOME funds.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Resolution, Plan Document		Community Relations Commission, Approved 8-0		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE PLAN TO END CHRONIC HOMELESSNESS IN COLLIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Interagency Council on Homelessness has requested that local counties and cities develop and implement a 10-year plan to end chronic homelessness; and

WHEREAS, the City of Plano has participated with other local municipalities and non-profit agencies within Collin County to develop Homeward Bound: the Plan to End Chronic Homelessness in Collin County (the "Plan"); and

WHEREAS, U.S. Department of Housing and Urban Development (HUD) regulations require the City to address the issue of chronic homelessness in its Consolidated Plan; and

WHEREAS, the Community Relations Commission conducted a public hearing on December 14, 2004, to obtain citizen comments and input concerning the Plan; and

WHEREAS, upon due consideration, the Community Relations Commission recommended approval of the Plan; and

WHEREAS, the City Council conducted a public hearing on March 16, 2005, to obtain comments from citizens concerning the Plan; and

WHEREAS, upon full review and consideration thereof and all matters attendant and related thereto, the City Council is of the opinion that the Plan should be approved and adopted to be part of the City of Plano's 2005 Consolidated Plan.

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

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. The Plan is hereby approved and adopted to be part of the City of Plano's 2005 Consolidated Plan.

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF MARCH, 2005.

Pat Evans, Mayor

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

MEMORANDUM

March 4, 2005

To: Tom Muehlenbeck, City Manager
From: Bob Buffington, Neighborhood Services Manager
Subject: Plan to End Chronic Homelessness

In December, 2004, we presented Homeward Bound: The Plan to End Chronic Homelessness to the City Council. The plan was tabled, as concerns were expressed regarding sources of funding and participation by other cities in Collin County. Since then, a number of actions have been taken with regard to the plan.

First, HUD is in the process of adopting regulations requiring us to address chronic homelessness as a prerequisite to receiving CDBG and HOME funds. These regulations will be in effect before our 2005 grant year will start in July, and therefore we will be subject to them this year. Approval of the Homeward Bound plan will suffice to meet HUD's requirements.

Second, we have presented the plan to the mayors of Frisco, Allen, and McKinney. All were enthusiastic about participating in the plan, and stated their willingness to use their CDBG grants to help fund their portions of the plan. McKinney has adopted the plan. Frisco and Allen are only now beginning the CDBG planning process. They cannot make a commitment until they have held their public hearings, and their city councils have made decisions regarding the use of their funds. They will also need to adopt the plan in order to receive their CDBG funds.

Third, we have been searching for additional funding sources. Each year, HUD offers the opportunity to apply for "Continuum of Care" grants. These provide funding to cities to be used for homeless issues. Collin County has a pro-rata share of \$336,000 available from the Continuum of Care.

Six years ago, we led an effort by Collin County agencies to apply for Continuum of Care grants, and were unsuccessful. The primary reason was that we did not collaborate with the rest of the Dallas area. In January, we met with the Metro Dallas Homelessness Alliance (MDHA), which is a consortium of cities and homeless providers in the Dallas metropolitan area. MDHA has the responsibility to put together the Continuum of Care grant application for the Dallas region, and they would welcome our participation as it would make their grant application stronger. We believe that joining with MDHA in a regional application would significantly enhance our chances of success in receiving Continuum of Care moneys to fund Homeward Bound. We are therefore requesting authorization to make an application for Continuum of Care funding in conjunction with MDHA.

Continuum of Care grant awards will not be announced until December, 2005. We do not expect to begin implementing Homeward Bound until 2006, and only if we are successful in receiving a Continuum of Care grant.

2.4

HOMeward BOUND

A PLAN TO END CHRONIC HOMELESSNESS IN COLLIN COUNTY



COLLIN COUNTY, TEXAS

October, 2004

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Acknowledgements

Our special thanks to the Homeward Bound Task Force that met from July through October, 2004

Amber Counts, Samaritan Inn
Beth Bentley, McKinney Housing Authority
Bill Alsup, City of Richardson
Billy Ho, City of Sachse
Carol R. Schaper, NAMI, Collin County
Carolyn Lovell, City of McKinney
Doug Mousel, City of Prosper
Haideh Jahansouz, Hope's Door
Helen Macey, Plano Housing Authority
Howard Dahlka, Samaritan Inn
Jackie Hall, Assistance Center of Collin County
Jaqueline Jaglielski, Organization for Latin Americans (OLA)
JoAnn Ruis, Plano Housing Authority
John Godwin, City of Fairview
Kelly Young, CITY House
Laleh Soltan, City of Plano
Lee Battle, City of Allen
Leslie Adkins, Avenues Counseling Center
Leslie Hayes, CITY House
Lynn Duong-Coley, United Way of Metropolitan Dallas
Marilyn Stidham, Collin County Committee on Aging
Mark Roath, City of Wylie
Martha Leija, Organization for Latin Americans (OLA)
Mary Fredericks, Life Path Systems
Michelle S. Patrick, Collin County
Mindy Manson, City of Wylie
Renee Carroll-Grate, Hope's Door
Ryan Middleton, City of Frisco
Scott Albert, City of Celina
Shirletta Best, City of McKinney
Stacy Brown, City of Plano
Tracy Westhoff, Samaritan Inn

We would also like to thank the following people for their time and consideration of this important issue:

Bill Bilyeu, Collin County
Judge Weldon Copeland, The Mental Commitment Court of Collin County

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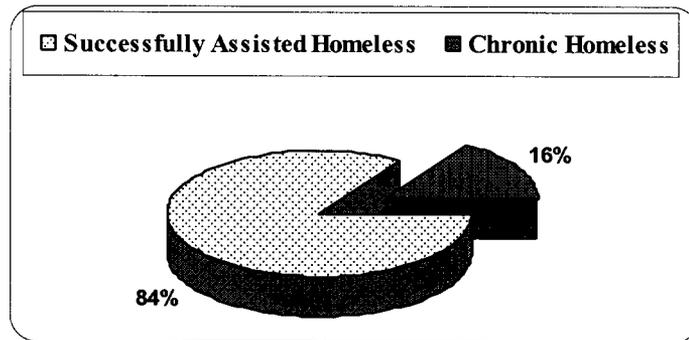
- 1) Phase One: Pilot Program
- 2) Phase Two: County - Wide Program

Matrix 7

THE PLANNING PROCESS

The United States Interagency Council on Homelessness is encouraging local counties and cities to develop and implement 10-year plans to end Chronic Homelessness. It is anticipated that this plan will be a requirement for HUD funds in the future. The City of Plano volunteered to facilitate the planning process and develop the plan for Collin County.

The first task was to determine the number of chronic homeless persons in Collin County. A needs assessment was developed and completed by the City of Plano staff in collaboration with the Homeward Bound Task Force. A collaboration of homeless service providers and municipalities comprise the Homeward Bound Task Force. The Homeward Bound Needs



Assessment 2004 identified 1,238 persons who were residing in homeless shelters in 2003 and in the state mental hospitals from Collin County. This number was determined through the data provided by the Collin County homeless shelters, transitional housing units, and Collin County Commitment Court. The compilation of data indicated that there are approximately 200 chronic homeless persons in Collin County per year.

According to the Homeward Bound Needs Assessment 2004, the homeless provider system of Collin County is successfully assisting 84% of the homeless persons in Collin County in becoming stable and productive citizens. The remaining 16% of the homeless population in Collin County do not have a permanent home, are unable to take care of themselves, and are over utilizing the health care, social service, and justice systems. These persons are the chronic homeless.

The HUD definition of the chronic homeless is, *“Unaccompanied homeless individuals with a disabling condition (mental illness, substance abuse, physical illness or disability or the co-occurrence of two or more of these conditions) who have either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years.”*

The Task Force next assessed the housing and services available to the chronic homeless in Collin County. Currently, housing for the chronic homeless has consisted of Wichita Falls State Mental Hospital, private residential treatment (usually a 14 day maximum stay), or the Collin County Jail. There is no other housing for this population at this time. Supportive services include outpatient mental health and substance abuse treatment which are provided through North Star, a seven county public/Medicaid managed care program. The Dallas Area North Star Authority monitors the services that are provided by North Star. The availability of long-term (more than 90 days) mental health and substance abuse treatment for indigent clients is non-existent in Collin County.

Without adequate housing and supportive services, the cycle of homelessness continues for this population. A point-in-time survey of the Collin County Mental Commitment Court indicated that one-third of the people on the docket (six out of seventeen people) for involuntary commitment had previously been through the mental commitment process. For many, the state mental hospital is their only stable home.

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The following is a list of issues affecting the chronic homeless in Collin County compiled from the Homeward Bound Needs Assessment 2004:

- Inadequate health and human service infrastructure.
- Need for housing for the chronic homeless.
- Inadequate availability of long-term mental health care and substance abuse treatment.
- Lack of follow-up of people discharged from institutions (shelters, homeless prevention programs, incarceration, mental hospitals, and hospitals).
- Lack of public awareness and understanding of mental illness and substance abuse.
- Potential reductions in state funding for health and human services.

Review of the United Way of Metropolitan Dallas, *Community Assessment Collin County 2004 Update*, reveals concurrence with the following critical issues facing Collin County: (1) the lack of a health and human service infrastructure in Collin County, (2) the inadequate availability of long-term mental health care and substance abuse treatment, and (3) imminent reductions in federal funding for health and human services.

A ten year plan was formulated from the issues identified in the Homeward Bound Needs Assessment 2004. The goals were strategically framed using the elements of a plan to end chronic homelessness encouraged by the National Alliance to End Homelessness and recommended by the U.S. Interagency Council on Homelessness. These elements include: 1) Build the infrastructure, Plan for Outcomes, Manage for Results, 2) Close the Front Door by Preventing Homelessness; 3) Open the Back Door (Intervention). These elements are in gray. The following goals were developed for ending chronic homelessness in Collin County:

GOALS

BUILD THE ORGANIZATIONAL INFRASTRUCTURE PLAN FOR OUTCOMES MANAGE FOR RESULTS

1. Establish a segment of the health and human services infrastructure in Collin County that is dedicated to the reduction of chronic homelessness through public and private partnerships to encourage effective and efficient use of resources.
 - a. Create the administration of the Collin County Plan to End Chronic Homelessness. Increase knowledge of needs and patterns of all subpopulations of chronic homeless individuals. Increase capacity in tracking the extent of chronic homelessness in Collin County.
 - b. Build networking and problem-solving relationships among providers, funding entities, and advocates.
 - c. Implement an educational campaign to increase understanding and public awareness, reduce stigma associated with chronic homelessness, and solicit county-wide support and interest in ending chronic homelessness in Collin County.

2. Develop, implement, and sustain a comprehensive program of housing and client centered, recovery based, supportive services for persons with mental health and/or substance abuse disorders.

CLOSE THE FRONT DOOR BY PREVENTING HOMELESSNESS

- a. Expand case management programs to include chronic homeless assessments and the ability to extend time limits on services for those at risk of becoming homeless. Clients from Homeless Prevention Programs, the Samaritan Inn, Collin County Jail, Green Oaks (a Collin County inpatient psychiatric services provider), and the state mental hospital would be assessed for the need for more services.
- b. Educate personnel who interact with the chronic homeless population concerning the characteristics of this population, including: Personnel from the Collin County Jail, Municipal Jails, Homeless Prevention Programs, the Samaritan Inn Homeless Shelter, and Police Officers.
- c. Improve the collaboration with institutions to encourage effective and efficient use of resources: Collin County Jail, Municipal Jails, Mental Commitment Court, Green Oaks Mental Hospital, State Mental Hospitals, Dallas Area North Star Authority.

OPEN THE BACK DOOR (INTERVENTION)

- d. Provide basic needs (shelter, food, and safety) to chronic homeless persons.
- e. Provide treatment and services (mental health, substance abuse, transportation, employment) to chronic homeless persons.
- f. Create a Jail Diversion Program aimed at the appropriate placement of persons with mental illness who have entered the justice system.
- g. Increase funding and resources available to prevent, intervene, reduce, and eliminate chronic homelessness in Collin County.

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PLAN IMPLEMENTATION

The Plan to End Chronic Homelessness will be implemented in two phases. Each phase will include program goals, action steps, responsible organizations, target dates, and a budget. Detailed action steps are located in the goal matrix starting on page six. The Homeward Bound Task Force suggests implementing a pilot program as the first phase of the plan. Since the City of Plano has the largest chronic homeless population in Collin County and the largest amount of federal grant resources in Collin County, it is being proposed that the City of Plano be responsible for the implementation of the first phase.

Phase One: Pilot Program

This pilot program will begin June 1, 2005. The City of Plano will use CDBG funds to execute the plan, build the organizational infrastructure, and subcontract housing and services to be provided to fifteen (15) chronic homeless persons. The budget for Phase 1 is \$60,000. An existing staff person from the City of Plano will administrate and monitor the program. The City of Plano will contract with non-profit organizations to provide housing, case management, and life skills services.

At the conclusion of the pilot program the cities of McKinney, Allen, and Frisco, as well as Collin County will be asked to participate in the second phase of the Plan to End Chronic Homelessness in Collin County.

The Cost of Chronic Homelessness

Cost for 30 days per 15 persons at state mental hospital **\$191,250/month**

Plan to End Chronic Homelessness

Pilot Program Annual Budget

<u>Administration/Monitoring</u>	\$10,000
<u>Housing</u>	\$10,000
Room/Board (15 persons)	
Transportation funds for clients	
<u>Services</u>	
Case Management (15 persons)	\$33,000
Case Manager (1)	
Office/phone/supplies	
Travel funds	
Life Skills Education	\$ 5,000
Total Program Cost for Pilot Program	\$ 60,000 Annually (\$5,000/month)

Cost Savings **\$186,250 per month**

The cost of this pilot program will be \$5,000 per month whereas the cost of providing fifteen (15) persons housing and treatment at the state mental hospital for 30 days is \$191,250. This cost does not include the cost of the justice system, namely, the police and mental commitment court staff. The preliminary cost savings is \$186,250 per month.

Phase Two: County-Wide Program

Upon the demonstrated success of the pilot program, Phase 2 will be implemented in Collin County and the following cities: the City of McKinney, the City of Allen, and the City

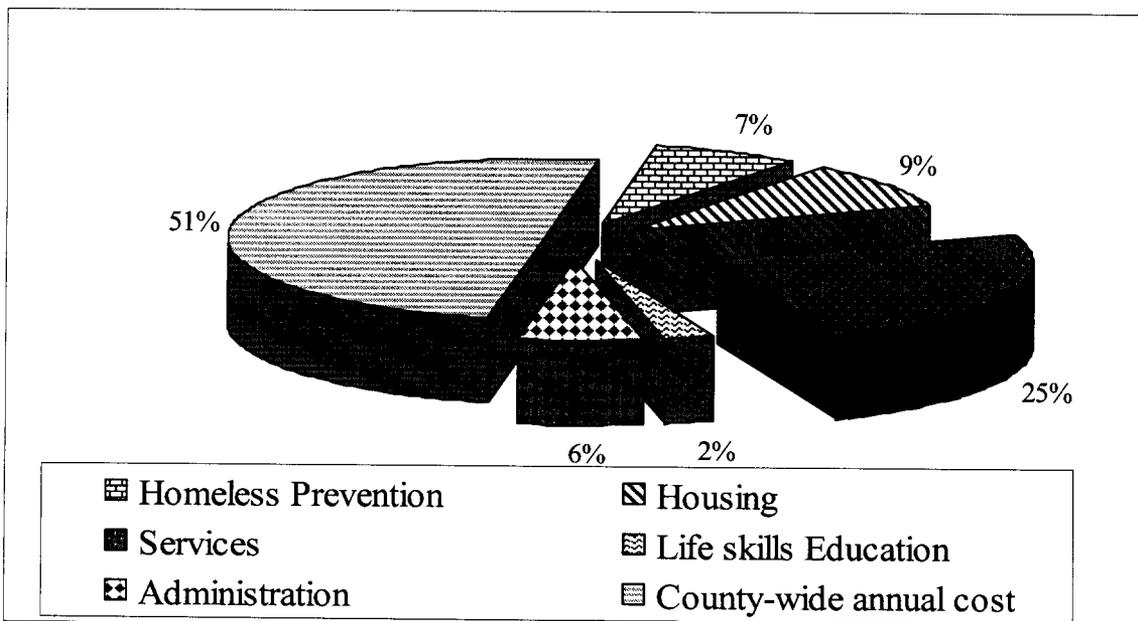
Frisco. This phase includes administrating and monitoring the plan, increasing the breadth and depth of the organizational structure, and providing housing and services to the two hundred (200) chronic homeless individuals in Collin County.

Each of the four municipalities will have at least one case manager located in their city to provide services to the chronic homeless. The optimum placement of these case managers would be at the local emergency service center. These centers provide homeless prevention funds in the form of rent and utility payments to persons at risk of becoming homeless. At least one case manager will also be assigned to the County Mental Commitment Court.

The Homeward Bound Task Force will monitor Phase 1 of the plan and make decisions on the County-Wide implementation strategy from the results of the pilot program. The budget for Phase 2 is \$539,000 annually. The target date for the implementation of Phase 2 is June 1, 2007.

**Plan to End Chronic Homelessness
County-Wide Program**

<u>Administration/Monitoring</u>		\$ 70,000
• Manager		
• Office/phone/mileage/supplies		
<u>Homeless Prevention</u>		\$ 80,000
• Rent and Utility funds		
<u>Housing</u>		
• Room/Board	(100 persons)	\$100,000
• Transportation funds for clients		
<u>Services</u>		
• Case Management (200 persons)		\$264,000
Case Managers (8)		
Office/phone/mileage/supplies		
• Life Skills Education		\$ 25,000
Total County-Wide Program Cost for One Year		\$539,000



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The funds to implement Phase 1 of the Plan will be allocated from the City of Plano Community Development Block Grant (CDBG) funds. CDBG funds may also be used in Phase 2 by the City of Plano, the City of McKinney, the City of Allen, and the City of Frisco. The specific amount of funding from these municipalities will be recommended by the Homeward Bound Task Force. It is proposed that the formula to be used for the determination of each city's funding of the Plan include the percentage of chronic homeless identified in each municipality, among other variables.

In addition, other sources of federal funds will be investigated and requested. For example, the Homeward Bound Task Force, in collaboration with the Metro Dallas Homeless Alliance, is submitting a Continuum of Care Plan to HUD which addresses the needs of both Dallas County and Collin County and requests funds to meet those needs.

Collin County and municipalities are encouraged to adopt this Plan to End Chronic Homelessness.

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GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>BUILD THE ORGANIZATIONAL INFRASTRUCTURE FOR THE COLLIN COUNTY PLAN TO END CHRONIC HOMELESSNESS.</p> <p>PLAN FOR OUTCOMES.</p> <p>MANAGE FOR RESULTS.</p> <p>Establish a health and human services infrastructure in Collin County that is dedicated to the reduction of chronic homelessness through public and private partnerships and encourages effective and efficient use of resources.</p>	<ol style="list-style-type: none"> 1. Establish a central clearinghouse for the implementation of the Plan. 2. Facilitate the quarterly meetings of the Homeward Bound Task Force. 3. Develop an outcome-based evaluation system of homeless service providers. 4. Develop the methodologies for data collection. 5. Gather housing inventory data through annual surveys to service providers, county and city government, and the general public. 6. Conduct regular point-in-time counts of sheltered and unsheltered homeless persons. 7. Interpret data and make recommendations for plan changes to the Homeward Bound Task Force. 8. Prepare annual report of plan outcomes. 9. Increase funding and resources available to prevent, reduce, and eliminate chronic homelessness in Collin County. 	<p>Action Steps 1 – 9</p> <p>Phase 1 Homeward Bound Task Force</p> <p>Phase 2 TBA</p>	<p>06/01/05</p> <p>06/01/07</p>

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>Build networking and problem solving relationships among providers, funders, and advocates.</p>	<ol style="list-style-type: none"> 1. Develop relationships with Metropolitan Dallas organizations and state organizations. (United Way, Metropolitan Dallas homeless organizations, Dallas Area North Star Authority, Wichita Falls State Hospital, and Texas Workforce Commission) 2. Initiate problem solving meetings with Collin County homeless prevention providers, shelters, mental health providers, substance abuse providers, Collin County Jail, Municipal Jails, Mental Commitment Court, and Green Oaks Hospital. 	<p>Action Steps 1 and 2 Phase 1 Homeward Bound Task Force Phase 2 TBA</p>	<p>06/01/05 06/01/07</p>
<p>Implement an educational campaign to increase the understanding and public awareness, reduce stigma associated with chronic homelessness, and solicit county-wide support.</p>	<ol style="list-style-type: none"> 1. Initiate a public relations campaign. 2. Meet with local service organizations, such as, Rotary Clubs, Kiwanis Clubs, Lions Clubs, and the Junior League. 	<p>Action Steps 1 and 2 Phase 2 TBA</p>	<p>06/01/07</p>

2-15

2-16

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>CLOSE THE FRONT DOOR BY PREVENTING HOMELESSNESS.</p> <p>Develop, implement, and sustain a comprehensive program of housing and client centered, recovery based, supportive services for chronic homeless persons with mental health and/or substance abuse disorders.</p>	<p>1. Expand case management programs to include chronic homeless assessments administered to consumers of the Samaritan Inn, Collin County Jail, Green Oaks Hospital, and Wichita Falls State Hospital, and homeless prevention programs.</p> <p>2. Extend case management services for two years to follow-up on those who are chronic homeless, and those at risk of becoming chronic homeless.</p> <p>3. Educate personnel who interact with the chronic homeless population concerning successful interactions. Personnel to be trained include: Collin County Jail employees, Municipal Jail employees, Homeless Prevention providers, the Samaritan Inn Homeless Shelter, and Police Officers.</p>	<p>Action Steps 1 and 2 Phase 1 City of Plano Phase 2 TBA</p> <p>Action Step 3 Phase 2 TBA</p>	<p>06/01/05 06/01/07</p> <p>06/01/07</p>
<p>OPEN THE BACK DOOR (INTERVENTION).</p> <p>Provide basic needs (shelter, food, and safety) to chronic homeless persons.</p>	<p>1. Work with the organizations such as the Samaritan Inn, LifePath, and homeless prevention providers to provide these services.</p> <p>2. Request that chronic homeless persons receive a higher priority rating than in the past to public housing and Section 8.</p>	<p>Action Steps 1 and 2 Phase 1 City of Plano CDBG sub-recipients Phase 2 TBA</p>	<p>06/01/05 06/01/07</p>

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
	<p>3. Utilize the stock of affordable housing by developing relationships with landlords and advocates for inclusive rental practices for persons with mental health or substance abuse issues.</p>	<p>Action Step 3 Phase 2 TBA</p>	<p>06/01/07</p>
<p>Provide treatment and services (mental health, substance abuse, transportation, employment) to chronic homeless persons.</p>	<p>1. Identify providers and work with them to provide these services. 2. Create a Jail Diversion Program aimed at the appropriate placement of persons with mental illness who have a contact with the justice system. 3. Incorporate life skills education into the case manager's service plan for the individual.</p>	<p>Action Steps 1 Phase 1 City of Plano Phase 2 TBA Action Step 2 Phase 1 North Star Phase 2 North Star Action Step 3 Phase 1 City of Plano Phase 2 TBA</p>	<p>06/01/05 06/01/07 06/01/05 06/01/07 06/01/05 06/01/07</p>

2-17



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:	3/16/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i> 3/8/05	
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i> 3/7/05	
Agenda Coordinator (include phone #): Lynn Woodall, x7156				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Authorizing the City of Plano to Partner with the Metro Dallas Homeless Alliance to Jointly Apply for the Continuum of Care Program; and Providing an Effective Date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This resolution will authorize the City of Plano to participate with the Metro Dallas Homeless Alliance's 2005 Continuum of Care grant application to HUD, in order to obtain funding to implement the Plan to End Chronic Homelessness.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		None		

3-1

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTNER WITH THE METRO DALLAS HOMELESS ALLIANCE TO JOINTLY APPLY FOR THE CONTINUUM OF CARE GRANT PROGRAM; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) offers a grant known as the Continuum of Care Grant to qualified applicants for the purpose of providing housing assistance to the homeless; and

WHEREAS, generally funding is awarded to larger organized groups capable of using the grant funds for the intended purpose; and

WHEREAS, the Metro Dallas Homeless Alliance has proven to be efficient and organized in handling this type of funding; and

WHEREAS, HUD encourages establishing regional Continuum of Care groups whenever possible; and

WHEREAS, partnering with the Metro Dallas Homeless Alliance Continuum of Care will give the City of Plano a better chance of qualifying for such funds; and

WHEREAS, any funding received under this program will allow the City to carry out the City's Homeward Bound (the Plan to End Chronic Homelessness) program.

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

SECTION I. - Thomas H. Muehlenbeck, City Manager of the City of Plano, is hereby authorized to collaborate with the Metro Dallas Homeless Alliance for the purpose of preparing and submitting a joint Continuum of Care funding application to HUD.

3-2

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF MARCH, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

DATE: February 22, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission ~~TE~~
SUBJECT: Results of Planning & Zoning Commission Meeting of February 21, 2005

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2005-01
APPLICANT: FIX AIR SERVICES**

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Contract Construction on 1.0± acre on one lot located at the northeast corner of K Avenue and Pecan Lane. Zoned Light Commercial. Neighborhood #22.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 1

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

STIPULATIONS:

Recommended for approval as submitted. The commissioners voting in opposition saw no benefit to the general welfare for this request and expressed concerns that the requested contract construction use was too close to existing residential development and did not offer adjacent protection.

FOR CITY COUNCIL MEETING OF: March 16, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/pp

xc: Hadi Shafaian-Fard, Fix Air Services
Pat Payton, Roome Land Surveying
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 21, 2005

Agenda Item No. 6A

Public Hearing: Zoning Case 2005-01

Applicant: Fix Air Services

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Contract Construction on 1.0± acre on one lot located at the northeast corner of K Avenue and Pecan Lane. Zoned Light Commercial. Neighborhood #22.

REMARKS:

The applicant is requesting an SUP for Contract Construction to operate an air conditioning contractor company. The applicant is planning to convert a one story brick house on his property to an office to operate a contract construction use. The applicant does not propose outdoor storage of equipment or supplies. A site plan accompanies this request as Agenda Item 6B.

The current zoning is Light Commercial (LC). The LC district is intended to provide for a wide array of retail, office, and service uses to meet the needs of local residents and businesses. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided adequate development standards and safeguards are met.

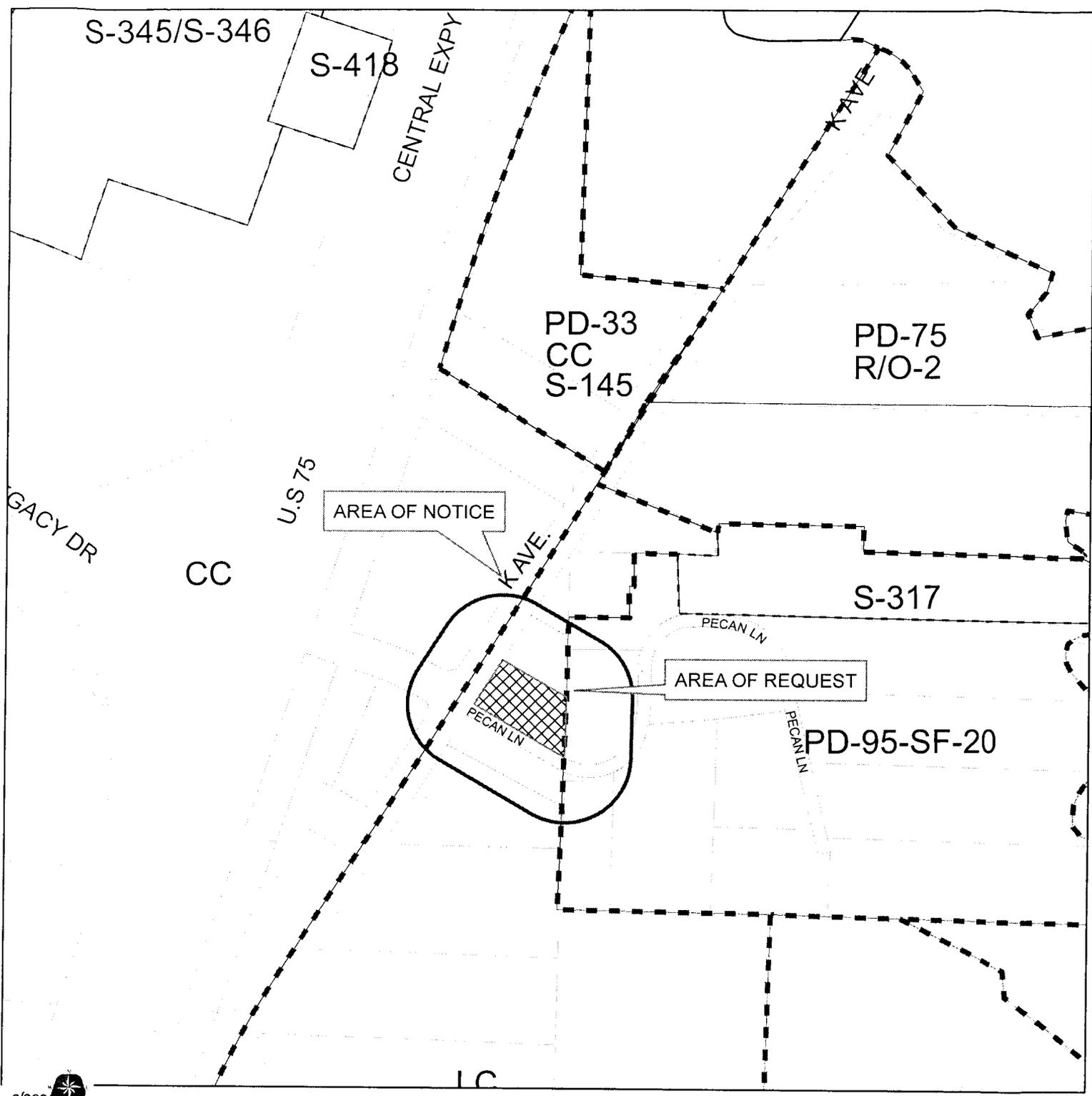
The proposed site for contract construction is located at the northeast corner of K Avenue and Pecan Lane. North of this property are automotive uses. To the south, across Pecan Lane, are vacant land and building material sales use. A convenience store with gas pumps, automotive uses, and vacant land are to the west across K Avenue. Single-family residential use is to the east.

The operation of a contract construction business is compatible with the existing LC uses in the area.

RECOMMENDATION:

Recommended for approval as submitted.

4-2



Zoning Case #: 2005-01

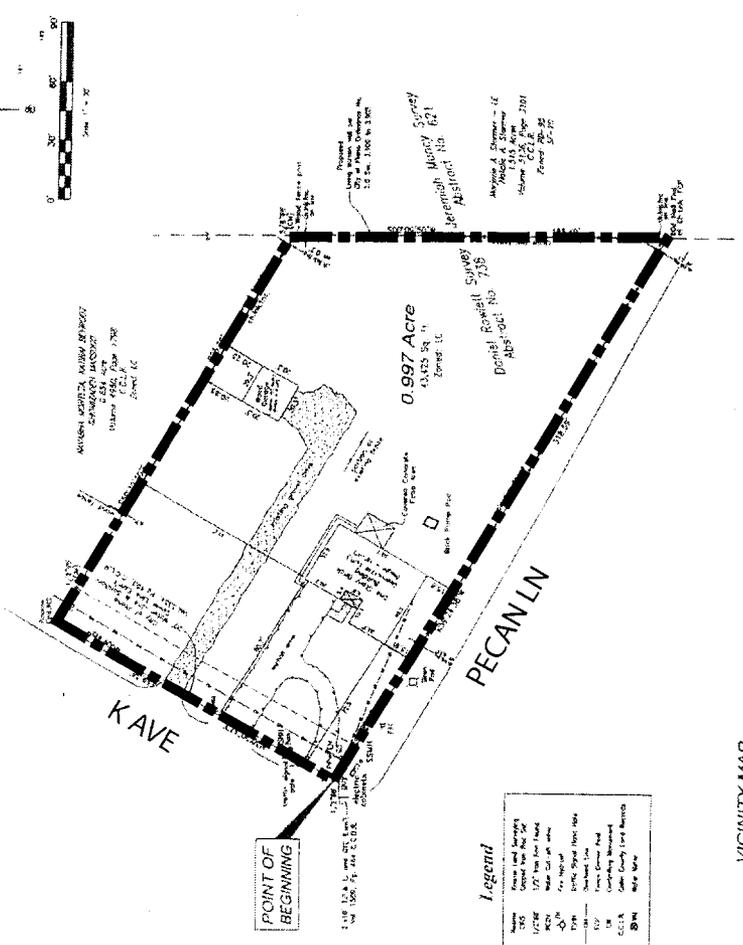
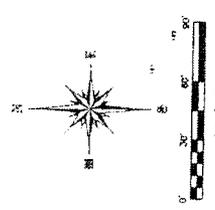
Existing Zoning: Light Commercial

○ 200' Notification Buffer



4-3

4-4



Legend

1/2" = 1'	Survey Boundary
1/4" = 1'	1/4" = 1' (Not to Scale)
1/8" = 1'	1/8" = 1' (Not to Scale)
1/16" = 1'	1/16" = 1' (Not to Scale)
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ORDINANCE NO. _____
(Zoning Case 2005-01)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 560 SO AS TO ALLOW THE ADDITIONAL USE OF CONTRACT CONSTRUCTION ON 1.0± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE NORTHEAST CORNER OF K AVENUE AND PECAN LANE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED LIGHT COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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 16th day of March, 2005, for the purpose of considering granting Specific Use Permit No. 560 for Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial; 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 16th day of March, 2005; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 560 for Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 560, allowing the additional use of Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

PASSED AND APPROVED THIS THE 16TH DAY OF MARCH, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin, and City of Plano, being part of the Daniel Rowlett Survey, Abstract No. 738, being the resurvey of Thurman Harpers 1.00 acre tract recorded in Volume 572, Page 176 of the Collin County Deed Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found marking the intersection of the southeast right-of-way line of State Highway No. 5 (100 foot right-of-way) with the northeast right-of-way line of Pecan Lane (50 foot right-of-way), said beginning corner being the southwest corner of a 20 foot wide water line an sanitary sewer easement recorded in Volume 3334, Page 493 of the Collin County Deed Records;

THENCE with the southeast right-of-way line of State Highway No. 5, the west line of said 1.00 acre tract, and the northwest line of said 20 foot wide easement, North, 30° 20' 37" East, 159.36 feet to a 1/2 inch iron rod found marking the northwest corner of said 1.00 acre tract, 20 foot wide easement, and the southwest corner of Clyde Harpers 1.00 acre tract recorded in Volume 572, Page 174 of the Collin County Deed Records;

THENCE with the northeast line of said 20 foot wide easement, the northeast line of Thurman Harpers 1.00 acre tract, and the southwest line of Clyde Harpers 1.00 acre tract, south 59° 32' 30" East, passing at 20.00 feet a 1/2 inch iron rod found marking the northeast corner of said 20 foot wide easement and continuing for a total distance of 225.39 feet to a 5/8 inch iron rod found marking the northeast corner of Thurman Harpers 1.00 acre tract and the southeast corner of Clyde Harpers 1.00 acre tract;

THENCE with the east line of Thurman Harpers tract, South, 00° 09' 50" West, 185.40 feet to a 1/2 inch iron rod found at the base of a chain link fence corner post marking the southeast corner of Thurman Harpers 1.00 acre tract and being in the northeast right-of-way line of the aforementioned Pecan Lane;

THENCE with the southwest line of Thurman Harpers 1.00 acre tract and the northeast right-of-way line of Pecan Lane, North, 59° 24' 38" West, passing at 298.59 feet the southeast corner of said 20 foot wide easement, and continuing for a total distance of 318.59 feet to the PLACE OF BEGINNING and CONTAINING 43,425 square feet or 0.997 acre of land.



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:	3/16/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis M. Jarrell	Executive Director	<i>[Signature]</i>	3/8/05
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	3/8/05
Agenda Coordinator (include phone #):		Lynn Woodall, ext. 7156		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
Public Hearing and Consideration of Zoning Case 2004-54 - Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use. Tabled 1/24/2005 and 2/22/2005.				
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 was tabled to the March 16, 2005, City Council meeting.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Follow Up Memo Staff Write Up				

March 7, 2005

MEMO

TO: Thomas H. Muehlenbeck, City Manager
Frank F. Turner, Executive Director

FROM:  Phyllis M. Jarrell, Director of Planning

SUBJECT: Superstore Regulations (Zoning Case 2004-54)

At its last meeting on this topic, City Council expressed interest in applying specific use permits only when the proposed location was within a certain distance of a residential zoning district. The City Attorney's office has articulated its legal findings on this issue; I share the concern about the uniformity of zoning regulations. Logically, there should also be at least one zoning district that would allow superstores by right. However, there are a couple of ways that Council might approach a SUP requirement. Following is a discussion of some of the issues for consideration.

Framework for Regulation – In considering a SUP requirement, Council should determine the basic framework for the regulation of superstores. What are the impacts of large single-tenant retailers on the city and on residential areas? How do they differ from other shopping centers? What aspects of superstore construction and operation require a higher level of regulation? Council should determine these to set the proper framework for additional regulations.

Appropriate Distance Setback – Council needs to determine the appropriate distance setback from residential districts. The distance setback should be measured from the property line of the proposed superstore lot to the nearest residential zoning district boundary line, and would apply if only a portion of the superstore property falls within the prescribed setback.

In reviewing the proximity of residential zoning districts to the major transportation corridors, it appears that a distance setback of 500 feet will result in specific use permits being required for superstores in most locations within the

5-2

SH 121 corridor east of Preston Road and within the Dallas North Tollway Corridor. In the US 75 corridor, many of the properties along the west side of the freeway, for example, are within 500 feet of residential districts. In the Plano Parkway/SH 190 corridor, redevelopment sites along the south side of Plano Parkway would need SUPs; a SUP would not be needed in the area near the Coit Road/ SH 190 intersection. Properties in the CE and CB-1 districts along Spring Creek Parkway and Preston Road would need permits for superstores; other parts of these districts, which cover the SH 121 corridor west of Preston Road, would not. A 1000 foot distance requirement would affect more properties.

Requiring a SUP for All Superstores – With this option, Council could address superstores much in the way that the city now regulates private clubs. Superstores could be prohibited with a certain distance of a residential district boundary line. However, this distance requirement could be waived if the Council determined that adequate separation, screening, landscaping and other techniques are proposed to mitigate the impacts on residential districts. This option would treat all similarly zoned properties the same in requiring a SUP in all instances.

Requiring a SUP for Superstores Within a Certain Distance of Residential Development -- This option would allow superstores by right in all districts except Retail, unless the property proposed for a superstore is within a certain distance of a residential district boundary. This would be similar to the Residential Adjacency Standards, where certain uses are prohibited or require an extra level of scrutiny if located near residential areas.

With several options for Council to take and a still undetermined distance requirement, staff suggests that we bring back the actual ordinance for adoption at the March 28th meeting, rather than trying to craft language from the podium. Please let me know if you need additional information.

XC: Diane Wetherbee, City Attorney
Kent McIlyar, Assistant City Attorney
Tom Elgin, Development Review Manager

MEMO

February 9, 2005

TO: Tom Muehlenbeck, City Manager
Frank Turner, Executive Director

FROM: Tom Elgin, Development Review Manager



RE: Map of Potential Superstore Locations

Per City Council's request, GIS staff prepared a map of potential superstore locations. This map is attached under separate cover.

The map of potential superstore locations depicts residentially-zoned property (yellow areas), zoning districts that do not allow superstore use by right or by specific use permit approval (green areas), and individual zoning districts where superstore use is currently allowed with specific use permit approval (Retail zoning district as shown in red areas) and by right (all other zoning districts designated).

5-4
6/2

DATE: January 25, 2005
TO: Applicants with Items before City Council
FROM: Tom Elgin, Development Review Manager 
SUBJECT: Results of City Council Meeting of January 24, 2005

PUBLIC HEARING
ZONING CASE 2004-54
APPLICANT: CITY OF PLANO

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use.

APPROVED: 4-2 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

1. Amend standard (1) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

“(1) These criteria shall apply to new superstore construction in Retail any zoning districts ~~only~~. These criteria shall not apply to the use, reuse, modification, or consolidation of existing retail space developed on ~~the date of the adoption of this ordinance~~ or before January 24, 2005, or to the expansion of existing retail space existing on ~~the date of adoption of this ordinance~~ or before January 24, 2005, by no greater than ten percent of the existing ground floor area.”

2. Amend standard (7) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

“(7) Where the property immediately abuts a residential zoning district, unless separated by a Type D C or larger thoroughfare, a minimum 30-foot wide landscape edge must be installed in addition to the screening required by Section 3.1000. The landscape edge must include a combination of berms, evergreen shrubs, and a mix of evergreen and deciduous overstory (shade) trees (minimum four inch caliper) placed a minimum 25 feet on center. Plantings may be grouped.”

One commissioner voted in opposition because she felt that this issue needed further study and additional options for consideration. Another commissioner voted in opposition because she felt that the specific use permit process provided greater review flexibility for the city and that it afforded surrounding property owners an opportunity to comment on the proposed development.

FOR CITY COUNCIL MEETING OF: January 24, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/slc

5-6

CITY OF PLANO
PLANNING AND ZONING COMMISSION

January 4, 2005

Agenda No. 7

Public Hearing: Zoning Case 2004-54

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding superstore use.

REMARKS:

At their preliminary open meeting on September 13, 2004, City Council requested that the Planning & Zoning Commission consider if the specific use permit (SUP) requirement and the additional regulations for superstores in Retail (R) districts should be extended to other zoning districts. The Planning & Zoning Commission discussed issues related to superstore use and potential Zoning Ordinance amendments in work sessions on October 1, November 1, November 15, and December 6, 2004.

BACKGROUND:

The current Zoning Ordinance regulations for superstore use were adopted in August 2000. The Zoning Ordinance defines Superstore use as:

“Any retail building for a single, primary tenant that exceeds 80,000 square feet in size. A superstore may contain multiple secondary tenants with interior access to the primary tenant space. A superstore may be freestanding or may be an in-line tenant in a larger center. The square footage of a superstore shall include all primary and ancillary uses with interior access to the primary tenant space including inventory storage, automotive repair, and open storage areas.”

5-7

Superstore uses are permitted by right in the Light Commercial (LC), Commercial Employment (CE), Central Business-1 (CB-1), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), Regional Commercial (RC), and Corridor Commercial (CC) districts, and with approval of an SUP in the R zoning district. Superstores within the R zoning district must comply with the supplemental regulations in Subsection 3.113. The supplemental regulations are enhanced architectural and landscape standards. The intent of these standards is to break up the visual mass of the building. There are criteria for facade materials (brick, native stone, stucco, etc.), required contrasting color and/or textural differences in facade material, horizontal and vertical offsets in the building facade, covered walkways, landscaping, etc. Please note that these supplemental regulations do not apply to superstore uses in other zoning districts.

ISSUES:

The Commission and staff discussed several issues in the work sessions including:

Potential Sites for New Superstore Development - The intent of the initial superstore regulations were to direct superstore use to regional thoroughfares and out of neighborhood retail settings. The Commission asked staff to review potential locations for new superstore development. Attached under separate cover is a map that depicts potential locations for a 100,000 square foot superstore. The map shows sites that are a minimum of ten acres in area and are currently undeveloped. The sites depicted by dark green color have R or Planned Development-R zoning that, under the current Zoning Ordinance, would allow superstore development with approval of a specific use permit. The light green sites allow superstore development by right. Please note that most of the "dark green" sites are in close proximity to residential development where SUP approval is required and that most "light green" sites that allow superstore use by right are along freeways and are not near residential development.

Supplemental Regulations for New Superstore Development - Subsection 3.113 of the Zoning Ordinance contains supplemental architectural and landscape standards for superstore use within the R zoning district. In consideration of extending these regulations to all superstore development, the Commission asked staff to review current development guidelines and ordinances to see if they would conflict with Subsection 3.113. Staff found that Subsection 3.113 does not conflict with the *Dallas North Tollway Streetscape Plan*, the *Dallas North Tollway Design Guidelines*, or the standards of the Preston Road Overlay District, the Dallas North Tollway Overlay District, the 190 Tollway/Plano Parkway Overlay District, the State Highway 121 Overlay District, or the Parkway Overlay District. The facade material requirements of the RC zoning district and the *Retail Corner Development Design Guidelines* are compatible with but exceed the material requirements of Subsection 3.113.

Area City Requirements - The Commission asked staff to survey area city planning departments to see what regulations, if any, area cities may have for superstore development. Staff contacted Carrollton, Dallas, Frisco, Irving, and McKinney. Carrollton, Irving, and McKinney have masonry/architectural requirements and landscape requirements that apply to all commercial development. These three cities do not have a separate zoning classification for large retail or superstore use. The open storage/outside display needs of a typical large retail use exceed the amount of open storage allowed by right. The only way to develop a superstore with typical open storage is by a planned development rezoning. In the planned development rezoning process, these cities "negotiate" enhanced landscape, architectural, and other building design standards.

5-8

Frisco has regulations for superstore development. Frisco does not have a separate use classification for a superstore; however, in their development and design standards for retail uses (zoning ordinance), Frisco classifies any single-tenant retail building greater than 70,000 square feet as "big box retail." Big box retail is allowed by right on retail-zoned properties with frontage on certain major corridors (generally Dallas North Tollway, State Highway 121, U.S. Highway 380) and within retail centers on F.M. 423. For retail-zoned properties in other areas, big box retail requires approval of an SUP. All retail development, big box or otherwise, are subject to the same architectural and landscape requirements.

Dallas recently adopted regulations for superstore development. Like Frisco, Dallas does not have a separate use classification for a superstore. General and food merchandise, home improvement, and furniture store uses over 100,000 square feet are subject to additional architectural, landscaping, and site design standards. General and food merchandise use over 100,000 square feet are allowed by right in certain zoning districts but require approval of an SUP in other districts. This size distinction, with regard to permissible zoning districts, does not apply to home improvement or furniture store uses over 100,000 square feet. If a particular zoning district permits a home improvement or furniture store by right, it is allowed regardless of size.

SUP Approval for New Superstore Development - The SUP process is a legislative action that allows broader discretionary authority in the review of potential superstore development. This review, however, must be rational and consistent. As with any zoning-related action, it should focus on the appropriateness of the use, the scale and form of development, and the impacts of the development with adjacent existing or planned uses. Consideration of a particular business entity or superstore should not be part of the zoning review. Some of the commissioners noted that requiring SUP approval for all superstore uses could have adverse effects on the intent of the current superstore regulations to direct superstore uses out of neighborhood retail settings to regional thoroughfares.

Retail Trends - An emerging retail trend is the development of "off-mall," freestanding stores by traditional mall-based merchants, such as Dillard's, Foley's, JC Penney's, and Sears. For example, Sears is constructing a 180,000 square foot, *Sears Grand* store in Austin. Dillard's and Foley's are constructing freestanding department stores in the Firewheel Town Center in Garland. By virtue of their size and retail business, these off-mall stores would be classified as superstore use by Plano's Zoning Ordinance. The Commission noted that application of the supplemental regulations and/or the requirement for approval by SUP for all superstore uses could have economic development implications.

SUMMARY:

The Commission had considerable discussion on the issues noted above. Based upon those discussions and Council's direction, the Commission discussed the following alternatives:

1. Superstore use will not be allowed by right in any zoning district. SUP approval will be required for superstore use in the R, LC, CE, CB-1, LI-1, LI-2, RC, and CC districts.
2. The supplemental regulations in Subsection 3.113 shall be required for all superstore development regardless of zoning district.

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3. Currently, the supplemental regulations in Subsection 3.113 require a 30-foot landscape edge for superstore use abutting a residential zoning district unless separated by a Type D or larger thoroughfare. The proposed amendment would require the landscape edge unless the abutting residential district is separated by a Type C or larger thoroughfare.

The Commission reached consensus on alternative number three. With regards to alternative number one and number two, the Commission could not reach consensus. Generally, there was support for alternative number one or alternative number two, but not both. The Commission directed staff to prepare ordinance amendments for all three alternatives for formal consideration.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

1. Amend the use charts in Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to permit superstore uses with approval of a specific use permit in the LC, CE, CB-1, LI-1, LI-2, RC, and CC zoning districts with the annotation of endnote number "39" that states "See Subsection 3.113." This amendment would not change the requirement for SUP approval for a superstore use in the R district.
2. Amend standard (1) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

"(1) These criteria shall apply to new superstore construction in Retail ~~any zoning districts only~~. These criteria shall not apply to the use, reuse, modification, or consolidation of existing retail space developed on ~~the date of the adoption of this ordinance~~ or before January 24, 2005, or to the expansion of existing retail space existing on ~~the date of adoption of this ordinance~~ or before January 24, 2005, by no greater than ten percent of the existing ground floor area."
3. Amend standard (7) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

"(7) Where the property immediately abuts a residential zoning district, unless separated by a Type ~~D~~ C or larger thoroughfare, a minimum 30-foot wide landscape edge must be installed in addition to the screening required by Section 3.1000. The landscape edge must include a combination of berms, evergreen shrubs, and a mix of evergreen and deciduous overstory (shade) trees (minimum four inch caliper) placed a minimum 25 feet on center. Plantings may be grouped."

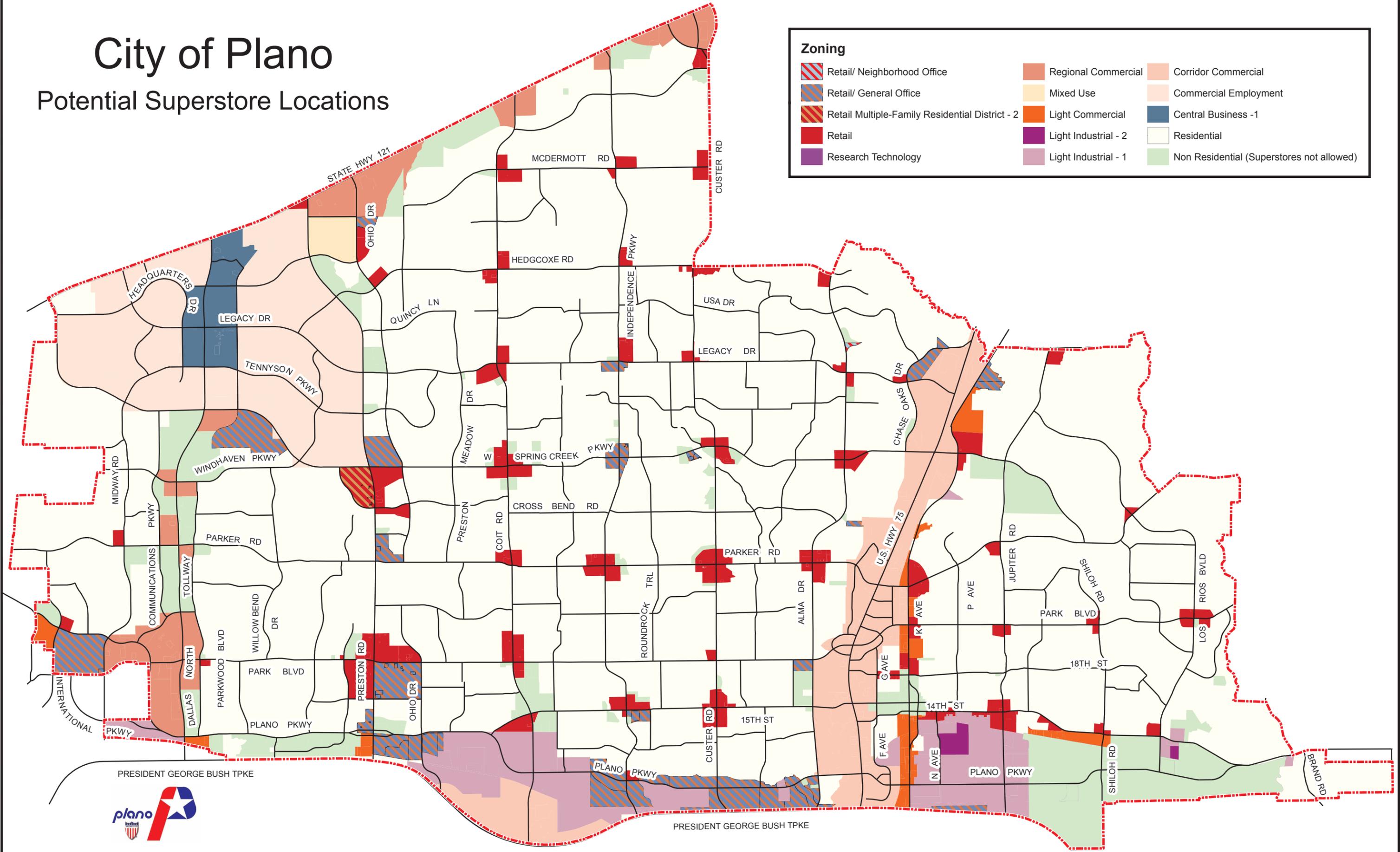
5-10

City of Plano

Potential Superstore Locations

Zoning

	Retail/ Neighborhood Office		Regional Commercial		Corridor Commercial
	Retail/ General Office		Mixed Use		Commercial Employment
	Retail Multiple-Family Residential District - 2		Light Commercial		Central Business -1
	Retail		Light Industrial - 2		Residential
	Research Technology		Light Industrial - 1		Non Residential (Superstores not allowed)



PRESIDENT GEORGE BUSH TPKE

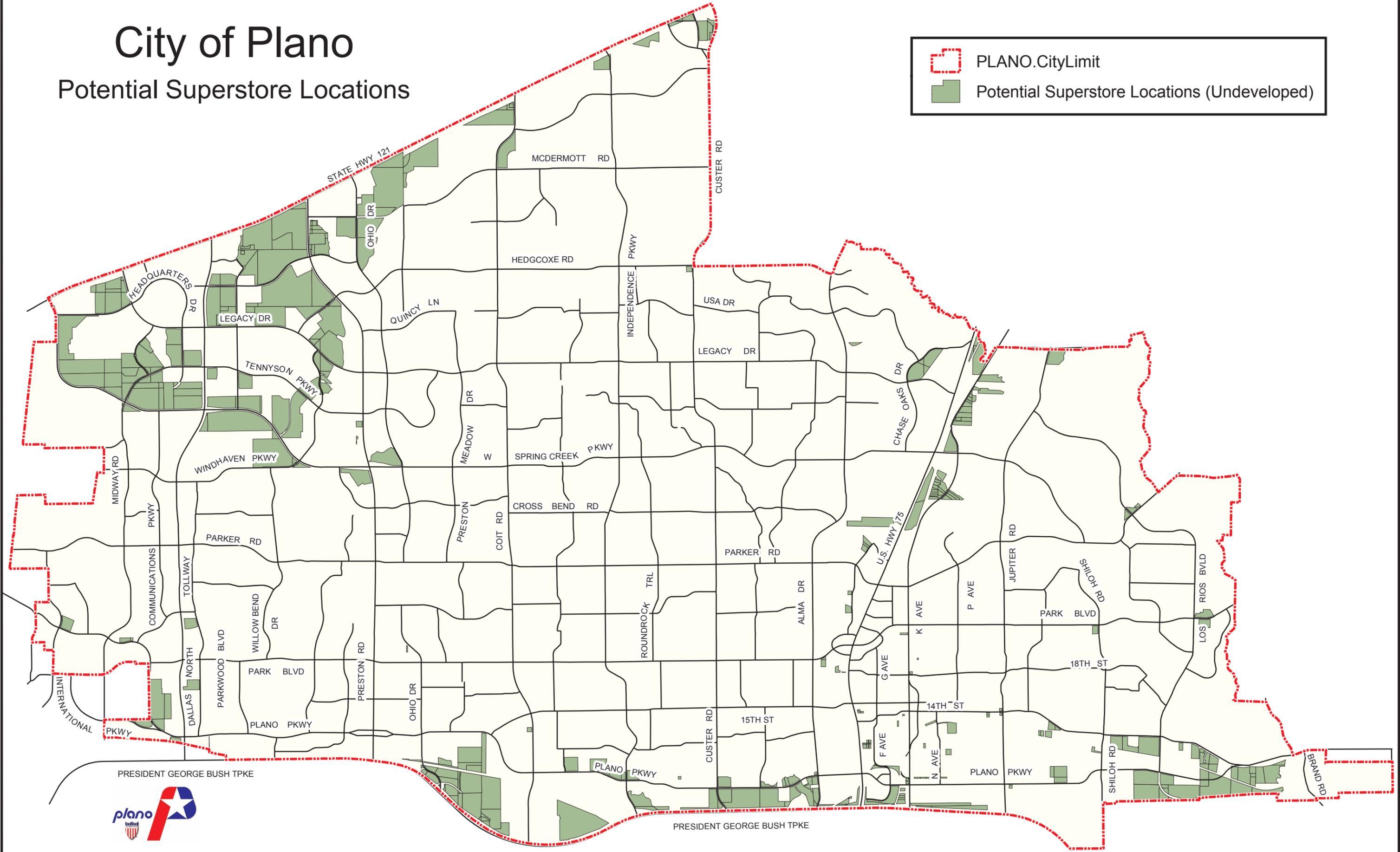
PRESIDENT GEORGE BUSH TPKE

City of Plano

Potential Superstore Locations

 PLANO.CityLimit

 Potential Superstore Locations (Undeveloped)



PRESIDENT GEORGE BUSH TPKE



PRESIDENT GEORGE BUSH TPKE