

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., MAY 8, 2006 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 | 25 min |
|     | A. Respond to questions and receive legal advice on agenda items |           |        |
| II. | Personnel<br>DART Representative                                 | Council   | 5 min. |

### **PRELIMINARY OPEN MEETING**

- |      |  |             |         |
|------|--|-------------|---------|
| I.   | Consideration and action resulting from executive session discussion   | Council     | 5 min.  |
| II.  | Discussion and Direction Re a Proposed Real Estate Transaction by the Collin County Central Appraisal District     | Muehlenbeck | 10 min. |
| III. | Council items for discussion/action on future agendas  | Council     | 5 min.  |
| IV.  | Consent and Regular Agenda   | Council     | 5 min.  |
| V.   | Council Reports  | Council     | 5 min.  |
|      | A. Council May Receive Information, discuss and provide direction on the following reports:                        |             |         |
|      | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees |             |         |

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

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



# CITY COUNCIL

1520 AVENUE K

DATE: May 8, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Sr. Pastor Gary Mueller  
First United Methodist Church Plano

PLEDGE OF ALLEGIANCE: Tiger Cub Scout Pack 1225 Den 2  
Jackson Elementary School

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><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></b></p> <p>(1) <b>Public Hearing and a resolution to adopt the 2006-07 Action Plan</b>, including the Final Statement of Community Development Block Grant and HOME Program Objectives and Proposed Use of Funds for Program Year 2006-2007; and declaring an effective date. Tabled 04/24/06</p> <p>(2) <b>A resolution</b> to authorize the filing of applications for federal funds in an amount not to exceed \$1,756,176 under the Housing and Community Development Act, the Home Investment Partnership Act, and the American Dream Downpayment Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. Tabled 04/24/06</p> <p>(3) <b>A resolution</b> to approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$713,454 and HOME funds in the amount of \$130,531 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date. Tabled 04/24/06</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
*	<p><b><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></b></p> <p>Special Recognition: Council’s Volunteer of the Month – Mabrie Jackson</p> <p>Special Recognition: Plano Senior High School Wildcats Decathlon Team – State 5-A Champions</p> <p>Special Recognition: Marine Recruiters Station Plano Poolees</p> <p>Special Recognition: 2006 Employee of the Year – Tony Han</p> <p>Presentation: 2006 Outdoor Air Quality Poster Contest Winners</p> <p>Presentation: 2006 Paul L. Standberry Scholarship Award</p> <p>Proclamation: National Historic Preservation Month - 2006</p> <p>Proclamation: American Legion Auxiliary Poppy Month – 2006</p> <p>Proclamation: Neurofibromatosis Awareness Month – 2006</p> <p>Proclamation: Public Service Recognition Week – 2006</p> <p>Presentation: Don Wendell, Director of Parks and Recreation 25 Years of Service to the City of Plano</p> <p><b><u>GENERAL DISCUSSION</u></b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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. Speakers will be notified when speaking time has expired.</b></p> <p><b><u>BOARD/COMMISSION REPORTS</u></b></p> <p>Planning and Zoning Commission, Carolyn Kalchthaler, Chair</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>CONSENT AGENDA</b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></b></p> <p><b><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></b></p> <p>(a) <b><u>Approval of Minutes</u></b> April 24, 2006</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) <b>Bid No. 2006-95-C</b> for an annual fixed price contract for Professional Kitchen Personnel for Food Services at Plano Centre to Dixie Staffing in the estimated annual amount of \$35,000. This will establish a one year contract with two City optional one-year renewals.</p> <p>(c) <b>Bid No. 2006-113-B</b> for Emergency Outdoor Warning System FPU 4008 Front Panel Upgrade to SAFER Services Corporation in the amount of \$82,057.</p> <p>(d) <b>Bid No. 2006-128-C</b> for an annual fixed price contract for Public Works Mowing and Landscaping Services (Rebid) to Priority Landscape Management in the estimated annual amount of \$70,396. This will establish a one year contract with two City optional one year renewals for Public Works Mowing and Landscaping Services.</p> <p>(e) <b>Bid No. 2006-93-C</b> for an annual fixed price contract for Concrete Mix to Redi-Mix in the estimated annual amount of \$323,054. This will establish a one year contract with two City optional one year renewals for Concrete Mix.</p> <p>(f) <b>Bid No. 2006-114-B</b> for the Purchase of ten Heavy Duty Equipment Trailers from Red River Truck Repair and Big Tex Trailers in the amount of \$45,581.</p> <p>(g) <b>Bid No. 2006-124-C</b> for Auto &amp; Truck Non-OEM Parts to Plano Auto Supply &amp; Machine, Inc. in the estimated annual amount of \$100,000. This will establish an annual contract with a fixed percentage discount off list price, with two optional one-year renewals.</p> <p>(h) <b>Bid No. 2006-110-C</b> for an annual fixed price contract for Collection Services and Verification of Financial Responsibility Services to Municipal Services Bureau in the estimated annual amount of \$92,594. This will establish a one year contract with four City optional one year renewals for collection of outstanding fines and verification of Failure to Maintain Financial Responsibility cases for Municipal Courts.</p> <p><b>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To authorize the purchase of one Bobcat Skid Loader in the amount of \$28,741 from Bobcat Company through the Texas Association of School Board Cooperative Purchasing Program contract and authorizing the City Manager to execute all necessary documents. (225-05).	
(j)	To authorize the purchase of three Kustom Signal Smart I Radar Trailers in the amount of \$30,124 from Kustom Signals, Inc. through the H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute all necessary documents. (EF 04-05)	
(k)	To authorize the purchase of IP based hardware and software upgrades to the telephone switching infrastructure for \$234,565 from Affiliated Communications through an existing Contract/Agreement with the Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-029)	
(l)	To authorize the purchase and installation of personal computers and laptops with related software, in the amount not to exceed \$728,253 from Gateway Companies, Inc. through the Department of Information Resources (DIR) and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-016)  <b>Change Order: (Change to current City of Plano contract allowable under State law)</b>	
(m)	To Northstar Construction, Inc., increasing the contract by \$100,749 for the 2004-2005 Arterial Concrete Replacement Project, Independence Parkway – S.H. 190 to Parker Road and Willow Bend Drive from Plano Parkway to Park Boulevard, Project No. 5592, Change Order No. 1, Bid No. B132-05.  <b>Reimbursement of Oversize Participation</b>	
(n)	To approve and authorize reimbursement to Windhaven Development, Ltd. for oversize participation for paving improvements in Windhaven Parkway associated with the construction of Avignon on Windhaven in the amount of \$38,861.  <b><u>Adoption of Resolutions</u></b>	
(o)	To approve the purchase of Paratech Pneumatic Shoring Rescue Equipment and High Pressure Air Bags in the amount of \$78,585 from Metro Fire Apparatus Specialists Inc., the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.	
(p)	To approve and authorize refunds of property tax overpayments; and providing an effective date.	
(q)	To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a “Click It or Ticket” project, to be conducted during the Memorial Day Holiday period; authorizing the City Manager to execute any other documents necessary to effectuate the action taken; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To provide for a determination by the Plano City Council regarding the real estate transaction requested by the Board of Directors of the Central Appraisal District of Collin County; and providing an effective date.	
(s)	To approve the dedication of a 0.0224 acre tract of land owned by the City of Plano, Texas for dedication as public right-of-way for 15 <sup>th</sup> Street, said parcel situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and providing an effective date. The reconstruction of 15 <sup>th</sup> Street from Avenue G to Avenue I requires additional right-of-way width (a total of 65 feet) for the planned roadway, sidewalk and landscape improvements.	
<b><u>Adoption of Ordinances</u></b>		
(t)	To amend, in its entirety, Article VIII. Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano; related to definitions, fees, filing periods, applications, appeals, parking, police protection, insurance, and other related matters; providing a repealer clause, a savings clause, a severability clause; and providing an effective date.	
(u)	To amend Ordinance No. 2005-7-5 to clarify the frequency of fee revenues for linear and street crossing fees for licensed use of the City’s Rights of Way; and providing a repealer clause, a severability clause, and an effective date.	
(v)	To amend Section 12-101, Prohibited on certain streets at all times, and adding Section 12-102.7, No stopping, standing, or parking during specified periods to Article V, Stopping, Standing, and Parking, Chapter 12, Motor Vehicles and Traffic, of the Plano Code of Ordinances to include additional parking restrictions along and upon specified portions of 16th Street and I Avenue within the City limits of the City of Plano; providing a penalty clause, a repealer clause, a severability clause, a savings clause, and an effective date.	
(w)	To abandon all right, title and interest of the City, in and to that certain 0.546 acre drainage easement recorded in County Clerk’s File No. 94-0096715 of the Deed Records of Collin County, Texas and being situated in the John M. Salmons Survey, Abstract No. 815, located north of Parker Road and approximately 1700 feet east of Jupiter 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, Standard Pacific of Texas, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	
(x)	To approve a Communications Facilities License Agreement by and between the City of Plano, Texas and Dallas MTA, L.P., a Texas Limited Partnership, d/b/a/ Verizon Wireless, requiring the use or taking of a portion of City of Plano public park land, known as the Wellington site; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(y)	<p>To approve a Communications Facilities License Agreement by and between the City of Plano, Texas and Dallas MTA, L.P., a Texas Limited Partnership, d/b/a/ Verizon Wireless, requiring the use or taking of a portion of City of Plano public park land, known as Jack Carter Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.</p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



**Pat Evans**  
Mayor

**Scott Johnson**  
Mayor Pro Tem

**Sally Magnuson**  
Deputy Mayor Pro Tem

**Shep Stahel**  
Place 1

**Loretta Ellerbe**  
Place 3

**Harry LaRosiliere**  
Place 5

**Jean Callison**  
Place 7

**Thomas H. Muehlenbeck**  
City Manager

May 2, 2006

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice from the City Attorney, as well as discussion of a DART Representative, in Executive Session.

The Preliminary Open Meeting agenda consists of discussion and direction regarding a real estate transaction by the Collin County Central Appraisal District.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck  
City Manager

THM/cp



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# Collin Central Appraisal District

April 17, 2006

Honorable Pat Evans  
City of Plano  
P.O. Box 860358  
Plano, TX 75086

Dear Mayor Evans:

The purpose of this letter is to furnish you a copy of a resolution passed by the Appraisal District's Board of Directors, on April 5, 2006, awarding a contract to construct an office building and to provide a summary of the alternatives considered by the Board during the selection process.

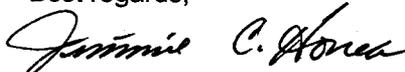
Additionally, Section 6.051(b) of the Property Tax Code requires that seventy-five percent of the Appraisal District's member tax units adopt a resolution approving the proposed real estate transaction before the District can execute the transaction. For your convenience a sample resolution is attached.

The selected site is at the northeast corner of Eldorado Pkwy. and College Street, McKinney, just west of Highway 5. This location will provide excellent access for taxpayers from all parts of the county and is configured to allow for expansion during the coming years.

Either I or a member of my management staff will be available to attend your Council meeting to discuss our request. I would prefer to personally be at every Board meeting, but several Districts conduct monthly meetings on the same day.

Let me take this opportunity, on behalf of myself and the Board of Directors, to thank you for your consideration of our request.

Best regards,

  
Jimmie C. Honea  
Chief Appraiser

11a

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY AS AUTHORIZED BY SECTION 6.051(b) OF TEXAS PROPERTY TAX CODE. THE GOVERNING BOARD OF THE DISTRICT RESOLVES THAT

WHEREAS, 6.051(a) of the Texas Property Tax Code authorizes the Board of Directors to establish an appraisal office, by purchase, lease or construction of improvements as necessary;

WHEREAS, the Board of Directors of the Central Appraisal District of Collin County published an invitation to bid in a Request for Proposals, dated February 16, 2006 and received proposals in accordance with requirements of the RFP;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY;

Section 1. that the Board of Directors resolves to purchase a new, to be constructed 60,000 square feet office building, consisting of 35,000 square feet of finished office space and 25,000 square feet of shell space for future expansion, including other improvements to and on the land as setforth in the RFP. The subject project site is 8.22 +/- gross acres at the northeast corner of Eldorado Pkwy & College St, McKinney. The property is part of tax parcels 48 & 50 out of abstract 558, S. Mcfarland Survey consisting of 4.90 +/- acres and 3.3195 +/- acres from the most southerly part of Lot 2, The Action Two subdivision;

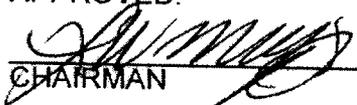
Section 2. the Board of Directors resolves to negotiate a contract with Cornerstone Development as the successful vendor proposing the subject site and improvements in accordance with the District's RFP requirements and that the total final contract will not exceed \$6,650,000 for the total purchase of the project;

Section 3. the Board of Directors resolves that a final contract will be executed only after the appropriate approval by the taxing units in accordance with Section 6.051(b) of the Texas Property Tax Code.

Section 4. the Board of Directors resolves to pursue appropriate permanent financing for the project, contingent on the tax units' approval of the purchase as outlined in Section 3 above, when a final contract is executed between Cornerstone Development and the Collin Central Appraisal District.

DULY PASSED BY THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY, ON THIS THE 5<sup>th</sup> DAY OF April, 2006.

APPROVED:

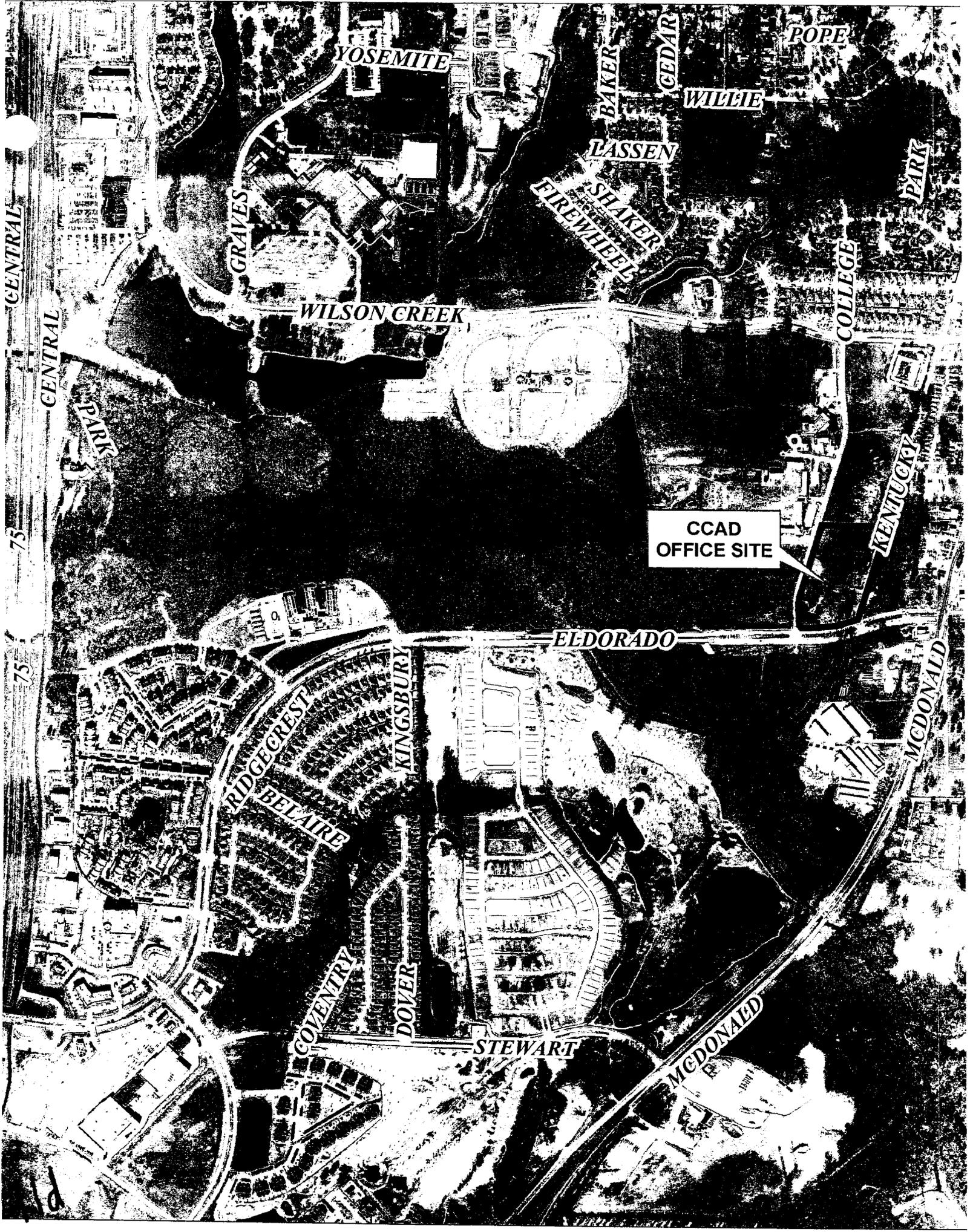
  
CHAIRMAN

ATTEST:

  
SECRETARY

11b





YOSEMITE

BAKER

CEDAR

POPE

WHITE

LASSEN

PARK

SHAKER  
FIREWHEEL

COLLEGE

GRAVES

WILSON CREEK

CCAD  
OFFICE SITE

KENTUCKY

ELDORADO

MCDONALD

RIDGECREST

BELAIRE

KINGSBURY

COVENTRY

DOVER

STEWART

MCDONALD

CENTRAL

CENTRAL

PARK

75

75

## SITE AND DESCRIPTION OF PROPOSED BUILDING

- LOCATION:** Northeast corner of Eldorado Pkwy and College St., McKinney
- ACCESS:** Site is located one block west of Hwy 5 and 1.5 miles east of Central Expwy. The location offers very good access from all parts of the county via Central Expwy, Hwy 5, Hwy 121 and Hwy 380
- LAND:** 8.22 acres, rectangular parcel with frontage on Eldorado and College. The raw land cost will be in the \$3.75 to \$3.85 per square foot range, which is a favorable price for office land based on the location and shape of the subject parcel.
- PROPOSED BUILDING:** 60,000 square feet total building size, with 35,000 square feet finished-out initially. The remaining 25,000 square feet of "shell" space will be finished as future growth dictates. The District's current projections call for one-half of the shell space to be finished-out in five to seven years.
- Exterior walls will be metal panels, with steel texcoat (looks like stucco), with fake stone accents. The roof will be raised seem metal.
- Interior finish will be textured sheetrock, carpet/vinyl tile and with a suspended ceiling with lay in ceiling tile.
- PARKING:** Parking surface will be concrete and initially there will be approximately 250 public parking spaces.
- EXPANSION:** The site will allow the District to increase the parking and ultimately the building itself, as the county continues to grow.

**COLLIN CENTRAL APPRAISAL DISTRICT  
OFFICE BUILDING COST ANALYSIS**

<u>SUMMARY OF COST OPTIONS LISTED BELOW</u>			
SELECTED SITE ELDORADO PARKWAY AND COLLEGE STREET, MCKINNEY			<u>PER SFT</u> \$11.43
830 SOUTH GREENVILLE, ALLEN			\$14.24
EXPANSION OF EXISTING LEASE @ 2404 K AVE, PLANO			\$12.99
LEASE CLASS B OFFICE IN ALLEN, PLANO OR MCKINNEY, BASED ON ASKING RENT SURVEY			\$19.61
<b><u>CORNERSTONE (ELDORADO PKWY &amp; COLLEGE STREET, MCKINNEY)</u></b>			
	<u>ITEM</u>	<u>PRICING</u>	<u>TOTAL NRA</u> <u>PER SFT</u>
FIRM CONTRACT PRICE, INCLUDING EXPANSION LAND		\$6,650,000	60,000    \$110.83
COST OF DEBT SERVICE PER SQUARE FOOT			\$7.08
ESTIMATED COST OF EXPENSES			<u>\$4.35</u>
TOTAL PER SQUARE FOOT			<b>\$11.43</b>
<b><u>STAUBACH (830 SOUTH GREENVILLE, ALLEN)</u></b>			
	<u>ITEM</u>	<u>PRICING</u>	<u>TOTAL NRA</u> <u>PER SFT</u>
PURCHASE PRICE OF EXISTING BLDG		\$8,765,000	70,000    \$125.21
ADDITIONAL LAND ESTIMATED BY CCAD FOR PARKING IMMEDIATELY AND FUTURE EXPANSION		\$555,390	70,000    \$7.93
<b>TOTAL</b>		<b>\$9,320,390</b>	<b>70,000    \$133.15</b>
SELLER 5 YEAR RENT ON 35,000 SF @ \$16 PSF, PAID TO DISTRICT		(\$2,800,000)	70,000    (\$40.00)
CCAD 5 YR COST OF EXPENSES ON LEASED PORTION OF BLDG, INCLUDING CAPITAL RESERVE AND EFFECT OF INCREASED INTEREST RATE ON NON-EXEMPT PART OF BLDG.		\$1,088,500	70,000    \$15.55
DIFFERENCE IN INTEREST AVERAGES APPROXIMATELY \$6,500 PER MONTH FOR \$7.50% VS 5.25% RATE, DUE TO NON-TAX EXEMPT WHILE TENANT IN BUILDING FOR 1ST FIVE YEARS.		\$390,000	70,000    \$5.57
NET EFFECT OF RENTAL INCOME, AFTER EXPENSES AND ADDITIONAL INTEREST EXPENSE		(\$1,321,500)	70,000    (\$18.88)
COST OF REAL ESTATE		\$7,998,890	70,000    \$114.27
COST OF DEBT SERVICE PER SQUARE FOOT			\$9.24
ESTIMATED COST OF EXPENSES			<u>\$5.00</u>
TOTAL PER SQUARE FOOT			<b>\$14.24</b>
NOTES: \$114.27 NET COST ON STAUBACH BUILDING ASSUMES SELLER, AS SUBLET TENANT FOR 5 YEARS WOULD GUARANTEE FULL AMOUNT OF RENT FOR 5 YEAR TERM.			
<b><u>EXISTING OFFICE - 2404 K AVE, PLANO</u></b>			
	<u>ITEM</u>	<u>PRICING</u>	<u>TOTAL NRA</u> <u>PER SFT</u>
RENEW EXISTING LEASE AND EXPAND SQUARE FOOTAGE. PER SQUARE FOOT RENTAL RATE BASED ON EXISTING 10 YEAR OLD RATE, PLUS A 15% INCREASE DUE TO MARKET RENT CHANGES IN THE LAST DECADE AND COST FOR TENANT IMPROVEMENTS TO EXISTING AND EXPANDED OFFICE SPACE. \$8.25 X 1.15 = \$9.49 PSF			\$9.49
PASS THROUGH EXPENSES			\$3.50
TOTAL PER SQUARE FOOT			<b>\$12.99</b>
<b><u>LEASE CLASS B OFFICE IN ALLEN, MCKINNEY OR PLANO</u></b>			
	<u>ITEM</u>	<u>PRICING</u>	<u>TOTAL NRA</u> <u>PER SFT</u>
ESTIMATED COST TO LEASE A CLASS B OFFICE, BASED ON RENT SURVEY FROM COSTAR COMMERCIAL REAL ESTATE SERVICE. TYPICAL OFFICE RENT IS RENTAL RATE + TENANT PAYS THEIR OWN ELECTRIC. AVERAGE PLUS ELECTRIC ASKING RENT IS \$20.01, LESS 20% FOR NEGOTIATIONS OFF "ASKING", PLUS ELECTRIC COST \$2.00 PSF: \$22.01 x .80 = \$17.61 + \$2.00 = \$19.61. <<SEE SURVEY IN ADDENDUM SECTION AT BACK OF THIS REPORT>>			\$19.61
PASS THROUGH EXPENSES INCLUDED ABOVE			\$0.00
TOTAL PER SQUARE FOOT			<b>\$19.61</b>

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**Sec. 6.051. Ownership or Lease of Real Property.**

(a) The board of directors of an appraisal district may purchase or lease real property and may construct improvements as necessary to establish and operate the appraisal office or a branch appraisal office.

(b) The acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. The board of directors by resolution may propose a property transaction or other action for which this subsection requires approval of the taxing units. The chief appraiser shall notify the presiding officer of each governing body entitled to vote on the approval of the proposal by delivering a copy of the board's resolution, together with information showing the costs of other available alternatives to the proposal. On or before the 30th day after the date the presiding officer receives notice of the proposal, the governing body of a taxing unit by resolution may approve or disapprove the proposal. If a governing body fails to act on or before that 30th day or fails to file its resolution with the chief appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were disapproved by the governing body.

(c) The board of directors may convey real property owned by the district, and the proceeds shall be credited to each taxing unit that participates in the district in proportion to the unit's allocation of the appraisal district budget in the year in which the transaction occurs. A conveyance must be approved as provided by Subsection (b) of this section, and any proceeds shall be apportioned by an amendment to the annual budget made as provided by Subsection (c) of Section 6.06 of this code.

(d) An acquisition of real property by an appraisal district before January 1, 1988, may be validated before March 1, 1988, in the manner provided by Subsection (b) of this section for the acquisition of real property.

Added by 1987 Tex. Laws, ch. 55, Sec. 2.

**Cross References:**

Governing bodies entitled to vote on board selection, see Sec. 6.03(c).

**Notes:**

A lease-purchase agreement between a county and an appraisal district is governed by Local Government Code Chapter 263 and Section 272.001 procedures. Chapter 263 would preclude a county from merely accepting an offer to lease or purchase a building for the appraisal district. If the transaction is a sale, a county must follow Section 272.001 on notice and bidding requirements. Local Government Code Section 292.001 would not apply because it authorizes a county to lease excess office space in a building for county purposes and not for appraisal district purposes. Tex. Att'y Gen. LO-96-053 (1996).

The three-fourths approval requirement of Sec. 6.051 does not apply to contracts to perform appraisal services nor to leases of real property. This section does apply to the purchase of or construction of improvements on real property. Op. Tex. Att'y Gen. No. JM-1197 (1990).

PREPARED FOR:

**COLLIN APPRAISAL  
DISTRICT - BOARD OF  
DIRECTORS**

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**CLASS B OFFICE  
ASKING RENTS**

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# Rent Analysis Report

	DIRECT SPACES				SUBLET SPACES				TOTAL
	# Spaces	Min	Avg	Max	# Spaces	Min	Avg	Max	Avg
Medical									
Triple Net	1	\$25.00	\$25.00	\$25.00	0	-	-	-	\$25.00
Off/Med									
Triple Net	2	\$17.75	\$17.88	\$18.00	0	-	-	-	\$17.88
Office									
+ Elec & Clean	2	\$16.00	\$16.00	\$16.00	0	-	-	-	\$16.00
Full Service Gross	1	\$11.00	\$11.00	\$11.00	0	-	-	-	\$11.00
Negotiable	14	\$23.00	\$23.00	\$23.00	0	-	-	-	\$23.00
Plus Electric	26	\$12.50	\$20.01	\$24.50	0	-	-	-	\$20.01
Triple Net	2	\$10.50	\$10.50	\$10.50	1	\$10.50	\$10.50	\$10.50	\$10.50

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Address	City	Property Type	Property Size	Space Avail	Rent/SF/Yr
1255 W 15th St	Plano	Class B Office	185,092 SF	92,738 SF	\$16.00
Alma Dr	Plano	Class B Office	54,000 SF	54,000 SF	\$17.00-\$20.00
1221 Coit Rd	Plano	Class B Office	125,030 SF	125,030 SF	\$10.50
3101 Gaylord Pky	Frisco	Class B Office	128,000 SF	125,000 SF	\$20.00
3101 Gaylord Pky	Frisco	Class B Office	150,000 SF	150,000 SF	\$23.50-\$24.50
5750 Genesis Ct	Frisco	Class B Office	40,000 SF	39,450 SF	\$21.00-\$23.00
830 S Greenville Ave	Allen	Class B Office	70,000 SF	70,000 SF	\$18.50
4121 International Pky	Plano	Class B Office	175,478 SF	161,224 SF	Negotiable
5400 Legacy Dr	Plano	Class B Office	45,000 SF	45,000 SF	Negotiable
1200 Main St	Frisco	Class B Office	45,750 SF	45,750 SF	Negotiable
2301 Marsh Ln	Plano	Class B Office	102,400 SF	102,400 SF	\$10.50
505 Millennium Dr	Allen	Class B Office	106,000 SF	106,000 SF	\$16.00
Pinecrest Dr @ Tennyson Pky	Plano	Class B Office	118,500 SF	115,000 SF	Negotiable
6100 W Plano Pky	Plano	Class B Office	158,000 SF	158,000 SF	\$23.00
7000 W Plano Pky	Plano	Class B Office/Medical	84,000 SF	33,278 SF	\$25.00
401 Powerhouse St	McKinney	Class B Office	50,000 SF	38,000 SF	\$11.00
2701 E President George Bush Hwy	Plano	Class B Office	47,430 SF	39,743 SF	\$12.50
1101 Raintree Cir	Allen	Class B Office/Medical	35,000 SF	31,249 SF	\$17.75-\$18.00
6100 Tennyson Pky	Plano	Class B Office	123,000 SF	31,000 SF	\$20.00

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# Report Criteria

## location

Location method **City**

Cities **Allen (TX), Frisco (TX), McKinney (TX), Plano (TX)**

## space

Available Space **from 20,000 SF contig in building**

Space Options **Exclude if Not For Lease**

## property

Type **Office**

Status **Existing, Under Construction, Under Renovation, Proposed**

Class **B, C**

RBA (SF) **from 35,000**

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**CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY  
BUDGET REVENUE AMOUNT DUE**

	% OF 2005 BUDGET	2005 AMOUNT PAID	% OF 2006 BUDGET	2006 AMOUNT PAID	EST % OF 2007 BUDGET	EST % OF 2007 BUDGET *
ALLEN CITY	2.023%	\$ 122,166	1.996%	\$ 144,420	1.979%	2.403%
ALLEN ISD	6.422%	\$ 387,858	6.376%	\$ 461,331	6.531%	5.898%
ANNA CITY	0.051%	\$ 3,104	0.077%	\$ 5,558	0.097%	0.118%
ANNA ISD	0.337%	\$ 20,374	0.416%	\$ 30,092	0.480%	0.441%
BLUE RIDGE CITY	0.010%	\$ 587	0.009%	\$ 684	0.010%	0.012%
BLUE RIDGE ISD	0.122%	\$ 7,363	0.117%	\$ 8,453	0.119%	0.105%
CELINA CITY	0.104%	\$ 6,264	0.115%	\$ 8,312	0.129%	0.156%
CELINA ISD	0.522%	\$ 31,537	0.512%	\$ 37,016	0.548%	0.486%
COLLIN COUNTY	9.865%	\$ 595,799	9.713%	\$ 702,753	9.609%	11.666%
COLLIN CO. COMMUNITY COLLEGE	3.578%	\$ 217,087	3.478%	\$ 251,616	3.438%	4.174%
COMMUNITY ISD	0.326%	\$ 19,666	0.341%	\$ 24,682	0.355%	0.306%
FAIRVIEW CITY	0.120%	\$ 7,264	0.135%	\$ 9,735	0.147%	0.178%
FARMERSVILLE CITY	0.047%	\$ 2,817	0.045%	\$ 3,262	0.046%	0.055%
FARMERSVILLE ISD	0.277%	\$ 16,735	0.309%	\$ 22,364	0.323%	0.297%
FRISCO CITY	2.394%	\$ 144,609	2.713%	\$ 196,326	2.864%	3.477%
FRISCO ISD	10.027%	\$ 605,559	11.406%	\$ 825,273	12.329%	12.068%
FRISCO MUD #1	0.000%	\$ -	0.000%	\$ -	0.000%	0.000%
JOSEPHINE CITY	0.006%	\$ 352	0.006%	\$ 431	0.007%	0.009%
LAVON CITY	0.018%	\$ 1,071	0.019%	\$ 1,408	0.020%	0.024%
LOVEJOY ISD	1.195%	\$ 72,198	1.251%	\$ 90,486	1.297%	1.164%
LOWRY CROSSING CITY	0.014%	\$ 847	0.013%	\$ 951	0.012%	0.015%
LUCAS CITY	0.095%	\$ 5,708	0.094%	\$ 6,770	0.098%	0.119%
MCKINNEY CITY	2.796%	\$ 168,891	2.883%	\$ 208,599	3.028%	3.676%
MCKINNEY ISD	8.989%	\$ 542,912	9.156%	\$ 662,454	9.185%	8.456%
MELISSA CITY	0.056%	\$ 3,365	0.071%	\$ 5,137	0.079%	0.095%
MELISSA ISD	0.331%	\$ 19,989	0.363%	\$ 26,261	0.389%	0.354%
MURPHY CITY	0.275%	\$ 16,637	0.304%	\$ 22,024	0.332%	0.403%
NEVADA CITY	0.003%	\$ 160	0.003%	\$ 200	0.003%	0.003%
NEW HOPE CITY	0.005%	\$ 301	0.005%	\$ 336	0.004%	0.005%
PARKER CITY	0.072%	\$ 4,326	0.081%	\$ 5,864	0.081%	0.098%
PLANO CITY	7.144%	\$ 431,479	6.783%	\$ 490,779	6.487%	7.876%
PLANO ISD	36.867%	\$ 2,226,590	35.014%	\$ 2,533,352	33.340%	29.226%
PRINCETON CITY	0.069%	\$ 4,151	0.073%	\$ 5,300	0.091%	0.111%
PRINCETON ISD	0.436%	\$ 26,348	0.447%	\$ 32,351	0.472%	0.440%
PROSPER CITY	0.113%	\$ 6,836	0.115%	\$ 8,293	0.152%	0.185%
PROSPER ISD	0.915%	\$ 55,258	1.018%	\$ 73,689	1.293%	1.179%
RICHARDSON CITY	0.999%	\$ 60,355	0.974%	\$ 70,480	0.930%	1.129%
SACHSE CITY	0.096%	\$ 5,800	0.095%	\$ 6,858	0.099%	0.120%
SEIS LAGOS W.D.	0.024%	\$ 1,474	0.025%	\$ 1,793	0.024%	0.030%
ST. PAUL CITY	0.016%	\$ 938	0.017%	\$ 1,226	0.019%	0.023%
WESTMINSTER CITY	0.005%	\$ 110	0.005%	\$ -	0.000%	0.000%
WESTON CITY	0.002%	\$ 291	0.000%	\$ -	0.040%	0.005%
WYLIE CITY	0.732%	\$ 44,210	0.772%	\$ 55,830	0.799%	0.970%
WYLIE ISD	2.502%	\$ 151,116	2.655%	\$ 192,125	2.754%	2.445%
	100%	\$ 6,039,500	100%	\$ 7,235,200	100%	100%

\* - ESTIMATED PERCENTAGE BASED ON ASSUMPTION THE SCHOOL M & O RATE IS LOWERED TO \$1.00 DURING SPECIAL SESSION OF LEGISLATURE.

BUILDING NOTE: ESTIMATED BUDGET INCREASE DUE TO CONSTRUCTION OF NEW BUILDING, INCLUDED INCREASED UTILITY EXPENSES, IS ESTIMATED @ \$250,000.

ANNUAL EST INCREASE		
EST BUDGET INCR ATTRIBUTED TO BLDG	EXISTING ISD RATES	\$1.00 ISD M&O RATE
\$250,000	\$ 16,218	\$ 19,690

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**PERCENTAGE OF COLLIN CAD BUDGET**

	2000	2001	2002	2003	2004	2005	2006	2007 EST.	2007 EST. *
COLLIN COUNTY	10.967%	11.030%	10.426%	9.998%	9.762%	9.865%	9.713%	9.609%	11.666%
CITY OF ALLEN	1.835%	1.949%	1.929%	1.961%	1.975%	2.023%	1.996%	1.979%	2.403%
ALLEN ISD	5.623%	5.653%	5.947%	6.025%	6.230%	6.422%	6.376%	6.531%	5.898%
CITY OF FRISCO	1.116%	1.371%	1.571%	1.539%	2.170%	2.394%	2.713%	2.864%	3.477%
FRISCO ISD	4.557%	5.890%	7.021%	7.913%	8.827%	10.027%	11.406%	12.329%	12.068%
CITY OF MCKINNEY	2.387%	2.560%	2.472%	2.581%	2.646%	2.796%	2.883%	3.028%	3.676%
MCKINNEY ISD	6.690%	7.289%	7.822%	8.729%	8.950%	8.989%	9.156%	9.185%	8.456%
CITY OF PLANO	9.821%	9.427%	8.537%	7.838%	7.346%	7.144%	6.783%	6.487%	7.876%
PLANO ISD	45.680%	43.399%	42.813%	41.494%	39.604%	36.687%	35.014%	33.340%	29.226%
CITY OF RICHARDSON	1.067%	1.053%	1.033%	0.997%	0.927%	0.999%	0.974%	0.930%	1.129%
CITY OF WYLIE	0.532%	0.549%	0.540%	0.569%	0.633%	0.732%	0.772%	0.799%	0.970%
WYLIE ISD	1.569%	1.621%	1.692%	1.835%	2.180%	2.502%	2.655%	2.754%	2.445%
COLLIN CO COMM COLL	4.244%	4.150%	3.872%	3.678%	3.591%	3.578%	3.478%	3.438%	4.174%
TOTAL	96.088%	95.941%	95.675%	95.157%	94.841%	94.158%	93.919%	93.273%	93.464%

\*- ESTIMATED PERCENTAGE BASED ON ASSUMPTION THE SCHOOL M & O TAX RATE IS LOWERED TO \$1.00 DUE TO LEGISLATION DURING THE SPECIAL SESSION OF THE LEGISLATURE.

*llm*

**Discussion/Action Items for Future Council Agendas  
(as of May 2, 2006)**

***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.***

***May 15 - Police Memorial Service, Haggard Park, 7 p.m.***

**May 22**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Transition/Revitalization Report  
Canvass Vote  
Real Estate Signs  
Discussion and Direction re Drought Contingency Plan  
U.S. 75 Pass-Through Financing

**Public Hearing:** Zoning Case 2006-07 - A request to rezone 9.9± acres located on the north side of Legacy Drive, 748± feet east of Chase Oaks Boulevard **from** Corridor Commercial **to** Planned Development-277-Retail/General Office. **Applicant: Fellowship Bible Church-North**

**Public Hearing:** Zoning Case 2006-08 - A request for an amendment to the Heritage Resource designation H-1 (Ammie Wilson House) on one lot on 4.0± acres located at the southeast corner of 15th Street and Pitman Drive. Zoned Single-Family Residence-9 (SF-9) with Heritage Resource designation (H-1). **Applicant: City of Plano**

***May 25 – District 3 Roundtable, Davis Library Program Room, 7 p.m.***

*May 29 – Memorial Day Holiday*

***June 2 – 5, Texas City Managers Association – Corpus Christi***

***June 5 – 7, Council Workshop – Lyle Sumek***

**June 12**

Board of Adjustment Report

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**June 26**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Parks and Recreation Report

*July 4 – Independence Day Holiday*

**July 24**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Building Standards Report  
Parks and Recreation Planning Board Presentation

**July 26**

Budget Presentation

**August 14**

Technology Commission

***August 17 - Board/Commission Reception, PSA Star Center, 6 p.m.-7p.m.***

**August 19**

Council Budget Worksession  
Board/Commission Reception (2 p.m. – 3 p.m.)

***August 24 – District 4 Roundtable, Haggard Library Program Room, 7 p.m.***

**August 28**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Retirement Security Plan Committee

*September 4 – Labor Day Holiday*

***September 10 – 13, International City Management Association, San Antonio***

111b

**September 11**

Self Sufficiency Report  
Adopt Operating Budget, Community Investment Program, Set Tax Rate

**September 25**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Plano Housing Report

**October 9**

TIF 1 and 2 Report

**October 23**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Youth Advisory Committee Report

***October 25-28, Texas Municipal League, Austin, Texas***

***November 9 – District 2 Roundtable Plano Sports Authority StarCenter, 7 p.m.***

**November 13**

*November 23, 24 – Thanksgiving Holidays*

**November 27**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report

***December 5 - 9, National League of Cities, Reno, Nevada***

**December 11**

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***December 14, City of Plano Employee Holiday Luncheon, Plano Centre, 11 am – 1 pm***

**December 19**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report

*December 22, 25 Christmas Holidays*

*January 1, 2007 – New Year Holiday*

111d



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>5/8/06</b>	Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning/Neighborhood Services			Initials	Date
Department Head	Phyllis Jarrell		Executive Director	<i>[Signature]</i>	<i>4/28/06</i>
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i>	<i>4/28/06</i>
Agenda Coordinator (include phone #):			<b>Lynn Woodall, x 7156</b>		
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 PUBLIC HEARING					
<b>CAPTION</b>					
Public Hearing and a Resolution Adopting the 2006-07 Action Plan, including the Final Statement of Community Development Block Grant (CDBG) and HOME Program Objectives and Proposed Use of \$2,052,085 in Grant Funds for Program Year 2006-07, and Declaring an Effective Date. Tabled 4/24/06.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005/06 and 2006/07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	2,052,085	0	<b>2,052,085</b>
BALANCE		0	2,052,085	0	<b>2,052,085</b>
FUND(s): <b>GRANT FUND</b>					
<b>COMMENTS:</b> This item, in an amount not exceeding \$2,052,085, will provide grant revenues for 2005-06 and 2006-07. Note: The Federal grant year for these programs begins July 1, 2006. The bulk of funds will be expended during City of Plano Fiscal Year 2006-07.					
<b>STRATEGIC PLAN GOAL:</b> This item relates to the City's goal of Safe, Livable Neighborhoods.					
<b>SUMMARY OF ITEM</b>					
This item must be removed from the table.					
This resolution formally adopts the 2006-07 Action Plan, which includes the final statement of Community Development Block Grant and HOME Program objectives, thereby setting the budget for the use of these funds in 2006-07. If, as a result of the public hearing, any of the proposed projects are changed, this resolution will need to be amended prior to its approval.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Explanation of Recommendations			Community Relations Commission, Approved 5-0.		

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE 2006-2007 ACTION PLAN, INCLUDING THE FINAL STATEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM OBJECTIVES AND PROPOSED USE OF FUNDS FOR PROGRAM YEAR 2006-2007; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Community Relations Commission held public hearings on February 21 and 28, 2006, and March 14 and 21, 2006, and made recommendations at a public meeting on April 4, 2006, concerning the 2006-2007 Action Plan, and the use of the Community Development Block Grant Funds, and the HOME Program Funds, including the American Dream Downpayment Funds, collectively referred to herein as "the Funds", and;

**WHEREAS**, the City Council held public hearings on April 24 and May 8, 2006, to receive public comments concerning the recommendations of the Community Relations Commission, and;

**WHEREAS**, the City Council has authorized the City Manager to make application for the Funds;

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

**SECTION I.** - The 2006-2007 Action Plan, and the Final Statement of Community Development Block Grant and HOME Program Objectives and Proposed Use of Funds for 2006-2007, are hereby adopted with funding allocations as follows:

Housing Rehabilitation	\$1,064,526
American Dream Downpayment Initiative	\$ 10,281

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Homeownership Program	\$ 25,000
Transportation Services	\$ 500
Grant Administration	\$ 91,293
Assistance Center of Collin County	\$ 59,000
Plano Community Homes	\$266,390
Plano Housing Authority	\$ 21,500
Homelessness Prevention	\$ 17,000
Collin Intervention to Youth	\$126,386
LifePath Systems	\$ 29,000
Communities in Schools Dallas	\$ 31,800
Plano Area Habitat for Humanity	\$115,000
Christ United Methodist Church	\$ 40,000
Plano Housing Corporation	\$125,000
Plano International Preschool	\$ 20,000
Legal Aid of NorthWest Texas	\$ 9,409

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

**DULY PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF MAY, 2006.**

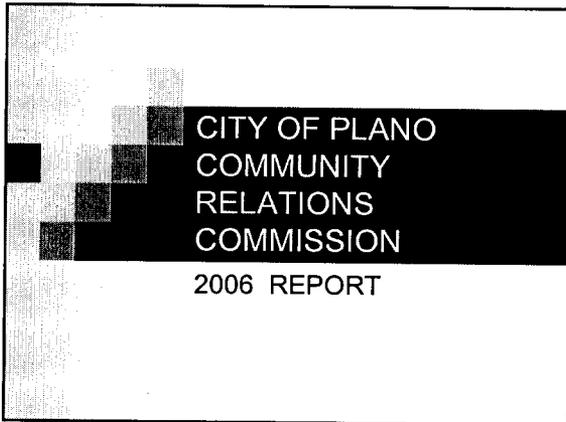
\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

Approved as to form:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**2006 Grant Cycle**

- **Rationale**
  - Comprehensive review of all requests
  - One cycle for agencies
  - One cycle for commission
  - Reduction in # of contracts for City.

**2006 Grant Cycle**

- **CDBG Public Service-Criteria**
  - Written proof of income
  - 15% of annual CDBG grant
  - \$209,895 for 2006
- **CSG Criteria**
  - 51% to emergency services
  - \$503,010 for 2006

**Funding Summary**

- **Total available public service funds**
  - \$712,905
- **Total available public service requests**
  - \$1,095,122
  - 65% ratio

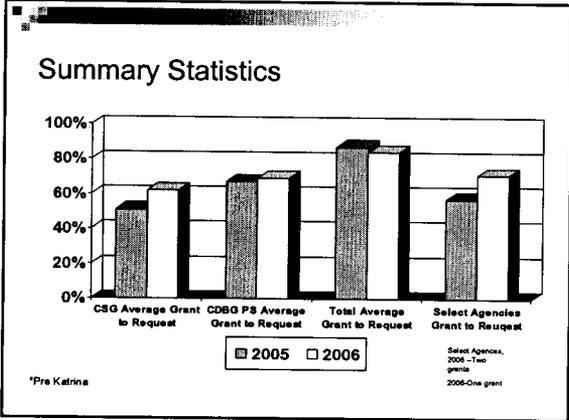
**Agency Assignment Considerations**

- **CDBG:**
  - Requested funds for construction or remodeling, AND
  - Requested funds for public services
  - 10 agencies met criteria.
  - 3 additional agencies added:
  - Total requested from 13 agencies=\$325,110
  - Total available=\$209,895
  - Ratio of requested to available=65%

**Agency Assignment Considerations**

- **CSG:**
  - 20 agencies remaining
    - Non construction/home
    - Majority had provision of emergency/urgent services.
  - Total requested from 20 agencies=\$770,012
  - Total available=\$503,010
  - Ratio of requested to available=65%

1-4



1-5

1-6

	2006 CDBG Non PS	2006 CDBG Pub. Svc.	2006 CSG Grant	2006 Total	2006 Requests	2006 Ratio Select Agencies	2005 CSG Pre Katrina	2005 CDBG Pub. Svc.	2005 CDBG Non PS	2005 Total Pre-Katrina Grant	2005 Total Post Katrina	2005 Requests	2005 Ratio Select Agencies- Pre K	2006 Ratio Select Agencies- Post K
Grant Administration	\$45,000			\$91,293	\$91,293					\$96,439	\$96,439	\$93,377		
Housing Rehabilitation	\$788,693			\$1,064,526	\$1,000,000					\$1,226,907	\$1,226,907	\$1,200,000		
Homeownership Assistance	\$25,000			\$35,281	\$10,281					\$33,104	\$33,104	\$20,604		
Plano Housing Corp (CHDO)	\$34,469			\$125,000	\$140,000			\$41,246		\$140,000	\$140,000	\$140,000		
CUMC House on the Corner				\$40,000	\$55,000					\$37,500	\$37,500	\$50,000		
(e) Plano Community Homes	\$239,390	\$27,000		\$266,390	\$281,390				\$164,523	\$164,523	\$164,523	\$154,523		
(e) CITY House	\$104,200	\$22,186	\$2,400	\$126,386	\$157,108	80%	\$14,000	\$5,000	\$59,850	\$78,850	\$91,100	\$94,630	83%	96%
Habitat for Humanity	\$115,000			\$115,000	\$125,000						\$125,000	\$125,000		
(e) LifePath Systems		\$29,000		\$29,000	\$52,000			\$19,000	\$4,000	\$23,000	\$23,000	\$43,900		
Plano International Preschool	\$5,000	\$15,000		\$20,000	\$25,000	80%	\$6,400	\$3,000	\$7,500	\$16,900	\$20,850	\$22,700	74%	92%
(e) Assistance Center	\$22,500	\$36,500		\$59,000	\$96,500	61%	\$17,100	\$12,108	\$10,900	\$39,708	\$65,896	\$66,150	60%	100%
(e) Plano Housing Authority		\$21,500		\$21,500	\$30,000						\$0	\$0		
(e) Homeless Prevention		\$17,000		\$17,000	\$18,000						\$0	\$0		
Transportation Services		\$500		\$500	\$1,000			\$1,000		\$1,000	\$1,000	\$1,000		
Communities in Schools		\$31,800		\$31,800	\$63,600			\$24,000		\$24,000	\$24,000	\$80,000		
Legal Aid		\$9,409		\$9,409	\$20,000		\$8,200			\$8,200	\$8,200	\$30,000		
(e) Plano Children's Medical		\$33,000		\$33,000	\$40,000		\$23,000			\$23,000	\$38,288	\$30,000		
(e) Committee on Aging		\$44,000		\$44,000	\$51,200	86%	\$13,700	\$22,000		\$35,700	\$44,032	\$54,792	65%	80%
(e) AIDS Services		\$51,000		\$51,000	\$60,000	85%	\$13,600	\$24,000		\$37,600	\$52,288	\$72,700	52%	72%
(e) Assistance League		\$25,277		\$25,277	\$30,000		\$14,000			\$14,000	\$22,500	\$31,000		
(e) Hope's Door		\$40,000		\$40,000	\$66,853	60%	\$18,500	\$21,000		\$39,500	\$51,000	\$66,853	59%	76%
(e) Samaritan Inn		\$63,200		\$63,200	\$79,000	80%	\$17,000	\$30,000		\$47,000	\$78,288	\$70,000	67%	112%
(e) Dental Health Programs		\$25,000		\$25,000	\$30,000	83%	\$7,400	\$6,000		\$13,400	\$17,750	\$30,000	45%	59%
(e) Geriatric Wellness		\$30,000		\$30,000	\$43,275	69%	\$6,800	\$16,000		\$22,800	\$29,820	\$46,886	49%	64%
(e) God's Food Pantry		\$32,000		\$32,000	\$35,000		\$16,100			\$16,100	\$25,000	\$25,000		
(e) Plano Community Charity		\$25,000		\$25,000	\$48,306		\$10,000			\$10,000	\$24,000	\$30,000		
(e) Practical Parent Education		\$11,000		\$11,000	\$20,000	55%	\$7,400	\$0		\$7,400	\$13,860	\$22,393	33%	62%
Children's Advocacy Center		\$20,800		\$20,800	\$26,000		\$8,600			\$8,600	\$26,000	\$26,000		
Crossroads Family Services		\$15,000		\$15,000	\$22,968	65%	\$7,500		\$38,000	\$45,500	\$53,066	\$70,983	64%	75%
CASA of Collin County		\$15,000		\$15,000	\$50,680		\$3,900			\$3,900	\$4,000	\$3,900		
Even Start		\$10,081		\$10,081	\$18,330		\$6,000			\$6,000	\$10,693	\$15,275		
Boys and Girls Clubs		\$27,002		\$27,002	\$49,500		\$16,000			\$16,000	\$16,000	\$30,000		
Big Brothers Big Sisters		\$18,000		\$18,000	\$45,450	40%	\$6,000	\$16,000		\$22,000	\$29,000	\$53,935	41%	54%
Avenues Counseling Center		\$11,500		\$11,500	\$30,950		\$3,700			\$3,700	\$11,500	\$20,800		
Journey of Hope		\$3,750		\$3,750	\$7,500		\$3,800			\$3,800	\$10,500	\$15,000		
Race for the Cure [in-kind]		\$0		\$0	\$15,000					\$3,800	\$10,500	\$15,000		
		\$6,000		\$6,000	\$6,000					n/a	n/a			
<b>Total</b>	\$1,379,252	\$209,895	\$503,010	\$2,552,695	\$3,035,610							\$2,903,917		
<b>Final Total</b>	\$1,379,252	\$209,895	\$503,010	\$2,552,695	\$3,035,610							\$2,903,917		

(e) - agency requesting emergency services funding  
 \* - agency that requested both CDBG and CSG funding in 2005

	2005 CSG Pre Katrina	2005 CDBG Pub. Svc.	2005 CDBG Non PS	2005 Total Pre-Katrina Grant	2005 -Total Post Katrina Grant	2005 Requests	2005 Ratio Select Agencies- Pre K	2006 Ratio Select Agencies- Post K
Grant Administration				\$96,439	\$96,439	\$93,377		
Housing Rehabilitation				\$1,226,907	\$1,226,907	\$1,200,000		
Homeownership Assistance				\$33,104	\$33,104	\$20,604		
Plano Housing Corp (CHDO)			\$41,246	\$140,000	\$140,000	\$140,000		
CUMC House on the Corner				\$37,500	\$37,500	\$50,000		
(e) Plano Community Homes			\$164,523	\$164,523	\$164,523	\$154,523		
(e) CITY House	\$14,000	\$5,000	\$59,850	\$78,850	\$91,100	\$94,630	83%	96%
Habitat for Humanity					\$125,000	\$125,000		
(e) LifePath Systems		\$19,000	\$4,000	\$23,000	\$23,000	\$43,900		
Plano International Preschool	\$6,400	\$3,000	\$7,500	\$16,900	\$20,850	\$22,700	74%	92%
(e) Assistance Center	\$17,100	\$12,108	\$10,500	\$39,708	\$65,896	\$66,150	60%	100%
(e) Plano Housing Authority					\$0	\$0		
(e) Homeless Prevention					\$0	\$0		
Transportation Services		\$1,000		\$1,000	\$1,000	\$1,000		
Communities in Schools		\$24,000		\$24,000	\$24,000	\$80,000		
Legal Aid	\$8,200			\$8,200	\$8,203	\$30,000		
(e) Plano Children's Medical	\$23,000			\$23,000	\$38,288	\$30,000		
(e) Committee on Aging	\$13,700	\$22,000		\$35,700	\$44,032	\$54,792	65%	80%
(e) AIDS Services	\$13,600	\$24,000		\$37,600	\$52,288	\$72,700	52%	72%
(e) Assistance League	\$14,000			\$14,000	\$22,500	\$31,000		
(e) Hope's Door	\$18,500	\$21,000		\$39,500	\$51,000	\$66,853	59%	76%
(e) Samaritan Inn	\$17,000	\$30,000		\$47,000	\$78,288	\$70,000	67%	112%
(e) Dental Health Programs	\$7,400	\$6,000		\$13,400	\$17,750	\$30,000	45%	59%
(e) Geriatric Wellness	\$6,800	\$16,000		\$22,800	\$29,820	\$46,886	49%	64%
(e) God's Food Pantry	\$16,100			\$16,100	\$25,000	\$25,000		
(e) Plano Community Charity	\$10,000			\$10,000	\$24,000	\$30,000		
(e) Practical Parent Education	\$7,400	\$0		\$7,400	\$13,860	\$22,393	33%	62%
Turning Point	\$8,600			\$8,600	\$26,000	\$26,000		
Children's Advocacy Center	\$7,500		\$38,000	\$45,500	\$53,066	\$70,983	64%	75%
Crossroads Family Services	\$3,900			\$3,900	\$4,000	\$3,900		
CASA of Collin County	\$6,000			\$6,000	\$10,693	\$15,275		
Even Start		\$16,000		\$16,000	\$16,000	\$30,000		
Boys and Girls Clubs	\$6,000	\$16,000		\$22,000	\$29,000	\$53,935	41%	54%
Big Brothers Big Sisters	\$3,700			\$3,700	\$11,500	\$20,800		
Avenues Counseling Center				\$0	\$0	\$0		
Journey of Hope	\$3,800			\$3,800	\$10,500	\$15,000		
Race for the Cure [in-kind]				n/a	n/a	n/a		
<b>Total</b>	<b>\$232,700</b>	<b>\$215,108</b>	<b>\$325,619</b>	<b>\$2,266,131</b>	<b>\$2,615,107</b>	<b>\$2,837,401</b>		

Average 05 Granted/Requested  
Average 05 Granted/Requested  
Average 05 Requests/Available\*

87% 92% 53% 72%

(e) - agency requesting emergency services funding  
\* - agency that requested both CDBG and CSG funding in 2005  
\*CSG=\$498,676 713784  
\*CDBG PS=\$215,108

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	2006 CDBG Non PS	2006 CDBG Pub. Svc.	2006 CSG Grant	2006 Total	2006 Requests	2006 Ratio Select Agencies
Grant Administration	\$45,000			\$91,293	\$91,293	
Housing Rehabilitation	\$788,693			\$1,064,526	\$1,000,000	
Homeownership Assistance	\$25,000			\$35,281	\$10,281	
Plano Housing Corp (CHDO)	\$34,469			\$125,000	\$140,000	
CUMC House on the Corner				\$40,000	\$55,000	
(e) Plano Community Homes	\$239,390	\$27,000		\$266,390	\$281,390	
(e) CITY House	\$104,200	\$22,186	\$2,400	\$126,386	\$157,108	80%
Habitat for Humanity	\$115,000			\$115,000	\$125,000	
(e) LifePath Systems		\$29,000		\$29,000	\$52,000	
Plano International Preschool	\$5,000	\$15,000		\$20,000	\$25,000	80%
(e) Assistance Center	\$22,500	\$36,500		\$59,000	\$96,500	61%
(e) Plano Housing Authority		\$21,500		\$21,500	\$30,000	
(e) Homeless Prevention		\$17,000		\$17,000	\$18,000	
Transportation Services		\$500		\$500	\$1,000	
Communities in Schools		\$31,800		\$31,800	\$63,600	
Legal Aid		\$9,409		\$9,409	\$20,000	
(e) Plano Children's Medical			\$33,000	\$33,000	\$40,000	
(e) Committee on Aging			\$44,000	\$44,000	\$51,200	86%
(e) AIDS Services			\$51,000	\$51,000	\$60,000	85%
(e) Assistance League			\$25,277	\$25,277	\$30,000	
(e) Hope's Door			\$40,000	\$40,000	\$66,853	60%
(e) Samaritan Inn			\$63,200	\$63,200	\$79,000	80%
(e) Dental Health Programs			\$25,000	\$25,000	\$30,000	83%
(e) Geriatric Wellness			\$30,000	\$30,000	\$43,275	69%
(e) God's Food Pantry			\$32,000	\$32,000	\$35,000	
(e) Plano Community Charity			\$25,000	\$25,000	\$48,306	
(e) Practical Parent Education			\$11,000	\$11,000	\$20,000	55%
Turning Point			\$20,800	\$20,800	\$26,000	
Children's Advocacy Center			\$15,000	\$15,000	\$22,968	65%
Crossroads Family Services			\$15,000	\$15,000	\$50,680	
CASA of Collin County			\$10,081	\$10,081	\$18,330	
Even Start			\$27,002	\$27,002	\$49,500	
Boys and Girls Clubs			\$18,000	\$18,000	\$45,450	40%
Big Brothers Big Sisters			\$11,500	\$11,500	\$30,950	
Avenues Counseling Center			\$3,750	\$3,750	\$7,500	
Journey of Hope			\$0	\$0	\$15,000	
Race for the Cure [in-kind]			[6,000]	[6,000]	[6,000]	
<b>Total</b>	<b>\$1,379,252</b>	<b>\$209,895</b>	<b>\$503,010</b>			
<b>Final Total</b>	<b>\$1,379,252</b>	<b>\$209,895</b>	<b>\$503,010</b>	<b>\$2,552,695</b>	<b>\$3,035,610</b>	

Average Grant/Request

84%

Average Grant/Available\*\*

70%

\*CSG=\$503,010

\$712,905

\*CDBG PS=\$209,895

(e) - agency requesting emergency services funding

\* - agency that requested both CDBG and CSG funding in 2005

	2006 CDBG Non PS	2006 CDBG Pub. Svc.	2006 CSG Grant	2006 Total	2006 Requests	2006 Ratio Select Agencies	2005 CSG Pre Katrina	2005 CDBG Pub. Svc.	2005 CDBG Non PS	2005 Total Pre-Katrina Grant	2005 Total Post Katrina	2005 Requests	2005 Ratio Select Agencies-Pre K	2006 Ratio Select Agencies-Post K
(e) Practical Parent Education			\$11,000	\$11,000	\$20,000	55%	\$7,400	\$0		\$7,400	\$13,860	\$22,393	33%	62%
Boys and Girls Clubs			\$18,000	\$18,000	\$45,450	40%	\$6,000	\$16,000		\$22,000	\$29,000	\$53,935	41%	54%
(e) Dental Health Programs			\$25,000	\$25,000	\$30,000	83%	\$7,400	\$6,000		\$13,400	\$17,750	\$30,000	45%	59%
(e) Geriatric Wellness			\$30,000	\$30,000	\$43,275	69%	\$6,800	\$16,000		\$22,800	\$29,820	\$46,886	49%	64%
(e) AIDS Services			\$51,000	\$51,000	\$60,000	85%	\$13,600	\$24,000		\$37,600	\$52,288	\$72,700	52%	72%
(e) Hope's Door			\$40,000	\$40,000	\$66,853	60%	\$18,500	\$21,000		\$39,500	\$51,000	\$66,853	59%	76%
(e) Assistance Center	\$22,500	\$36,500	\$59,000	\$59,000	\$96,500	61%	\$17,100	\$12,108	\$10,500	\$39,708	\$65,896	\$66,150	60%	100%
Children's Advocacy Center			\$15,000	\$15,000	\$22,968	65%	\$7,500	\$22,000	\$38,000	\$45,500	\$53,066	\$70,983	64%	75%
(e) Committee on Aging			\$44,000	\$44,000	\$51,200	86%	\$13,700	\$22,000		\$35,700	\$44,032	\$54,792	65%	80%
(e) Samanlian Inn			\$63,200	\$63,200	\$79,000	80%	\$17,000	\$30,000		\$47,000	\$78,288	\$70,000	67%	112%
Plano International Preschool	\$5,000	\$15,000	\$20,000	\$20,000	\$25,000	80%	\$6,400	\$3,000	\$7,500	\$16,900	\$20,850	\$22,700	74%	92%
(e) CITY House	\$104,200	\$22,186	\$126,386	\$126,386	\$157,108	80%	\$14,000	\$5,000	\$59,850	\$78,850	\$91,100	\$94,630	83%	96%
(e) Homeless Prevention			\$17,000	\$17,000	\$18,000	94%					\$0	\$0		
Transportation Services		\$500	\$500	\$500	\$1,000	50%		\$1,000		\$1,000	\$1,000	\$1,000	100%	100%
Legal Aid		\$9,409	\$9,409	\$9,409	\$20,000	47%	\$8,200			\$8,200	\$8,203	\$30,000	27%	27%
(e) Plano Housing Authority		\$21,500	\$21,500	\$21,500	\$30,000	72%					\$0	\$0		
(e) Plano Community Homes	\$239,390	\$27,000	\$266,390	\$266,390	\$281,390	95%			\$164,523	\$164,523	\$164,523	\$154,523	106%	106%
(e) LifePath Systems		\$29,000	\$29,000	\$29,000	\$52,000	56%		\$19,000	\$4,000	\$23,000	\$23,000	\$43,900	52%	52%
Communities in Schools		\$31,800	\$31,800	\$31,800	\$63,600	50%		\$24,000		\$24,000	\$24,000	\$80,000	30%	30%
(e) Plano Children's Medical		\$33,000	\$33,000	\$33,000	\$40,000	83%	\$23,000			\$23,000	\$38,288	\$30,000	77%	128%
(e) Assistance League		\$25,277	\$25,277	\$25,277	\$30,000	84%	\$14,000			\$14,000	\$22,500	\$31,000	45%	73%
(e) God's Food Pantry		\$32,000	\$32,000	\$32,000	\$35,000	91%	\$16,100			\$16,100	\$25,000	\$25,000	64%	100%
(e) Plano Community Charity		\$25,000	\$25,000	\$25,000	\$48,306	52%	\$10,000			\$10,000	\$24,000	\$30,000	33%	80%
Turning Point		\$20,800	\$20,800	\$20,800	\$26,000	80%	\$8,600			\$8,600	\$26,000	\$26,000	33%	100%
Crossroads Family Services		\$15,000	\$15,000	\$15,000	\$50,680	30%	\$3,900			\$3,900	\$4,000	\$3,900	100%	103%
CASA of Collin County		\$10,081	\$10,081	\$10,081	\$18,330	55%	\$6,000			\$6,000	\$10,693	\$15,275	39%	70%
Even Start		\$27,002	\$27,002	\$27,002	\$49,500	55%		\$16,000		\$16,000	\$16,000	\$30,000	53%	53%
Big Brothers Big Sisters		\$11,500	\$11,500	\$11,500	\$30,950	37%	\$3,700			\$3,700	\$11,500	\$20,800	18%	55%
Avenues Counseling Center		\$3,750	\$3,750	\$3,750	\$7,500	50%				\$0	\$0	\$0		
Journey of Hope		\$0	\$0	\$0	\$15,000	0%	\$3,800			\$3,800	\$10,500	\$15,000	25%	70%
Race for the Cure [in-kind]		\$6,000	\$6,000	\$6,000	\$6,000					n/a	n/a	n/a		
<b>Average-CSG Only</b>						<b>62%</b>								
<b>Average-PS</b>						<b>69%</b>								<b>51%</b>
<b>Average-AI</b>						<b>64%</b>								<b>78%</b>
<b>Average Previous Select Agencies</b>						<b>71%</b>								<b>75%</b>

(e) - agency requesting emergency services funding  
 \* - agency that requested both CDBG and CSG funding in 2005

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MEMORANDUM

April 26, 2006

To: Tom Muehlenbeck, City Manager  
Frank Turner, Executive Director - Development

From:  Bob Buffington, Neighborhood Services Manager

Subject: CDBG-Community Services Grant Process

At the April 24, 2006, City Council meeting, the items regarding the CDBG and HOME grants were tabled due to concerns regarding the fairness of the new process which the Community Relations Commission used in making their recommendations.

Ms. Moss plans to provide more detailed information for the Council members at the May 8 Council meeting.

However, I also wanted to provide some additional information regarding this issue. This year the Commission combined the Community Services (CSG) and CDBG grant application processes into one. The purpose was not to exclude anyone, but to make the process more efficient for all concerned, and to make it fairer.

Last year, there were 25 applicants for Community Services and 15 applicants for CDBG public service funds. Twelve agencies applied for each grant, and 11 of them were awarded funds from each grant.

This year, 28 non-profit agencies submitted grant applications for public service funding. Because there was only one application to submit, each agency received equal consideration. It is true that 12 agencies did not get two chances at the funds, as they did last year; instead every agency had one chance. The Commission believes this is a more equitable approach than giving those agencies that happen to qualify for CDBG funding two opportunities to receive a grant.

Staff recommended which grant the agencies would be funded in, based on the ability of the various agencies to comply with federal grant requirements, and the relative amount of funding available in each grant. 29% of the available funding was in CDBG, and 71% was in CSG. Therefore, we placed agencies in CDBG whose grant requests equaled 29% of the total funds being requested. The remaining agencies, with 71% of the requests, were placed in CSG. Therefore, there was no advantage for any agency to be funded from either of the grants.

It might also be argued that being placed in CSG, with its emphasis on emergency services, would place an agency which does not provide an emergency service at a disadvantage, compared to receiving funds from CDBG. However, both CDBG and CSG had approximately the same percentage of emergency service requests, so again there was no advantage to being funded from either grant.

To summarize, the combined process is designed to give each agency the same opportunity to receive grant funding. Whether or not an agency was considered for CDBG or CSG, an equivalent amount of funding was available for each agency, compared to the amounts being requested.

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	HOME	CDBG Non PS	CDBG Pub. Svc.	CSG	2006 Total	2006 Requests	2005 Grant	2005 Requests
Grant Administration	46,293	45,000			91,293	91,293	96,439	93,377
Housing Rehabilitation	275,833	788,693			1,064,526	1,000,000	1,226,907	1,200,000
Homeownership Assistance	10,281	25,000			35,281	10,281	33,104	20,604
Plano Housing Corp (CHDO)	90,531	34,469			125,000	140,000	140,000	140,000
CUMC House on the Corner	40,000				40,000	55,000	37,500	50,000
(e) Plano Community Homes		239,390	27,000		266,390	281,390	164,523	154,523
(e) CITY House		104,200	22,186	2,400	126,386	157,108	91,100	94,630
Habitat for Humanity		115,000			115,000	125,000	125,000	125,000
(e) LifePath Systems			29,000		29,000	52,000	23,000	43,900
Plano International Preschool		5,000	15,000		20,000	25,000	20,850	22,700
(e) Assistance Center		22,500	36,500		59,000	96,500	65,896	66,150
(e) Plano Housing Authority			21,500		21,500	30,000	0	0
(e) Homeless Prevention			17,000		17,000	18,000	0	0
Transportation Services			500		500	1,000	1,000	1,000
Communities in Schools			31,800		31,800	63,600	24,000	80,000
Legal Aid			9,409		9,409	20,000	8,203	30,000
(e) Plano Children's Medical				33,000	33,000	40,000	38,288	30,000
(e) Committee on Aging				44,000	44,000	51,200	44,032	54,792
(e) AIDS Services				51,000	51,000	60,000	52,288	72,700
(e) Assistance League				25,277	25,277	30,000	22,500	31,000
(e) Hope's Door				40,000	40,000	66,853	51,000	66,853
(e) Samaritan Inn				63,200	63,200	79,000	78,288	70,000
(e) Dental Health Programs				25,000	25,000	30,000	17,750	30,000
(e) Geriatric Wellness				30,000	30,000	43,275	29,820	46,886
(e) God's Food Pantry				32,000	32,000	35,000	25,000	25,000
(e) Plano Community Charity				25,000	25,000	48,306	24,000	30,000
(e) Practical Parent Education				11,000	11,000	20,000	13,860	22,393
Turning Point				20,800	20,800	26,000	26,000	26,000
Children's Advocacy Center				15,000	15,000	22,968	53,066	70,983
Crossroads Family Services				15,000	15,000	50,680	4,000	3,900
CASA of Collin County				10,081	10,081	18,330	10,693	15,275

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Even Start				27,002	27,002	49,500	16,000	30,000
Boys and Girls Clubs				18,000	18,000	45,450	29,000	53,935
Big Brothers Big Sisters				11,500	11,500	30,950	11,500	20,800
Avenues Counseling Center				3,750	3,750	7,500	0	0
Journey of Hope				0	0	15,000	10,500	15,000
Race for the Cure [in-kind]				[6,000]	[6,000]	[6,000]	[5,850]	[5,000]
<b>Total</b>	462,938	1,379,252	209,895	503,010				
<b>Final Total</b>	462,938	1,379,252	209,895	503,010		3,035,610		2,903,917

(e) - agency requesting emergency services funding

\* - agency that requested both CDBG and CSG funding in 2005

Community Relations Commission's 2006 CDBG and HOME Recommendations

For this year's funding recommendations, we have a total of \$2,107,085 which must be addressed. This amount is derived as follows:

New 2006-07 CDBG Grant amount:	\$1,293,238
New 2006-07 HOME Grant amount:	452,657
American Dream Downpayment Initiative (ADDI):	10,281
Estimated CDBG Program Income for 2006-07:	220,000
Unallocated HOME Program Income for 2005-06:	25,000
Estimated HOME Program Income for 2006-07:	30,000
<u>Unused 2004-05 CDBG funds</u>	<u>75,909</u>
Total Amount:	\$2,107,085

Each year we are required to allocate our projected income. We are assuming \$220,000 in CDBG program income for next year, although we are currently on track to collect only \$160,000 this year. Last year we estimated \$10,000 in HOME program income, but we are going to collect approximately \$35,000 this year; therefore, the \$25,000 difference must be included in the public hearings. We are assuming \$30,000 in HOME program income this year, but we expect that we will not receive this much. The total estimated HOME program income is \$55,000.

HOME program income is subject to an odd rule. We are expected to include it in our public hearings, but we are not allowed to officially allocate it to any specific program. HOME program income may be used in any of the HOME program activities as it comes into the City. It is our expectation that it will go into the Housing Rehabilitation activity, but we cannot allocate it to that program. Therefore, the following recommendations will include a total of \$2,052,085, which is \$55,000 less than the amount in the table above.

Because there is uncertainty about the actual amount of program income we will have, and because nearly all of the income is generated by the rehabilitation program, we typically allocate all the program income to the rehab program rather than to a particular agency. If there is a shortfall, the rehab program is best able to absorb the loss because of the large amount of funding it receives.

We also have \$60,000 from the 2004 Homeownership Program and \$15,909 from the 2004 Homelessness Prevention Program to reallocate.

Public Services are defined by HUD as services concerned with unemployment, crime prevention, child care, health, drug abuse, education, etc. CDBG regulations limit the amount of CDBG funds which can be used for public services to 15% of the grant amount. We have calculated the public service limit to be \$193,986 plus \$15,909 recaptured from 2004 Homeless Prevention.

To fund all other activities, listed in the "non PS" column, we have \$1,379,252.

Direction from the City Council has been to use federal funds primarily to fund housing and neighborhood projects. Housing is a great concern for the City because deteriorating housing results in high crime rates, lower property taxes, and higher tax rates to pay the cost of dealing with problems. In addition, the lack of affordable housing (under \$110,000) is a major concern.

However, Plano does not spend City tax funds on private property, with the result that federal CDBG funds are the only source we have that enables us to address housing concerns such as rehabilitation needs. For these reasons, CDBG is targeted toward housing and neighborhoods, and 91% of the following recommendations are addressed to these areas.

HUD expects us to use our CDBG and HOME funds to meet the goals expressed in our Five-Year Consolidated Plan, which are again included in this packet for your referral. In our annual report to HUD and the community, we are expected to describe our progress in meeting these goals, using our available resources.

Essentially, we have three "pots" of money to allocate:

CDBG (non-public service)	\$1,379,252
CDBG (public service)	209,895
HOME (including ADDI)	462,938

Funds can be moved between activities within each column, but cannot be moved from one column to another.

Please note that, for comparison purposes, the last column on the right shows the amount the agency received in 2005, including both federal and City grants.

	CDBG Non PS	CDBG Pub. Svc.	HOME	2006 Total	2005 Grant
Housing Rehabilitation	788,693		275,833	1,064,526	1,347,603
Homeowner Assistance	25,000		10,281	35,281	20,604
Administration	45,000		46,293	91,293	93,377
Transportation		500		500	1,000
Assistance Center	22,500	36,500		59,000	65,896
Plano Community Homes	239,390	27,000		266,390	164,523
Plano Housing Authority		21,500		21,500	N/A
Homeless Prevention		17,000		17,000	0
CITY House	104,200	22,186		126,386	91,100
LifePath Systems		29,000		29,000	23,000
Communities in Schools		31,800		31,800	24,000
Habitat for Humanity	115,000			115,000	125,000
Christ United Methodist			40,000	40,000	37,500
Plano Housing Corporation	34,469		90,531	125,000	140,000
Plano International Preschool	5,000	15,000		20,000	10,500
Legal Aid of NorthWest Texas		9,409		9,409	8,203
<b>Total</b>	<b>1,379,252</b>	<b>209,895</b>	<b>462,938</b>	<b>2,052,085</b>	

## 2005 - 2009 Community Development Goals and Objectives

1. Increase the supply of affordable single family housing for the City's extremely, very low and low income households.
  - A. Continue the City's First Time Homebuyers Program that provides down payment and closing costs to low income households.
  - B. Fund new, affordable housing construction for single family homeownership.
2. Increase the supply of affordable rental housing for the city's extremely and very low income households.
  - A. Support private developers who wish to utilize the Low Income Tax Credit program to construct affordable housing. The City will prefer developments located in Census Tracts where there is not an existing concentration of affordable housing.
  - B. Support the efforts of the Plano Housing Authority to continue to obtain Section 8 vouchers awarded to replace expiring use units in the northern Metroplex. Support the efforts of the Plano Public Housing Authority to increase its inventory of scattered site housing and deconcentrate the location of assisted housing.
3. Preserve existing affordable housing stock.
  - A. Continue the City's rehabilitation program, including emergency repairs and lead based paint mitigation.
4. Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless and at risk of homelessness.
  - A. Fund organizations that provide homeless prevention activities and emergency assistance to help prevent households from becoming homeless.
  - B. Provide assistance to organizations that provide self sufficiency programs for persons who are homeless.
  - C. Seek additional funding to assist persons who are homeless through a Continuum of Care application for Collin County.
  - D. Increase transitional housing and permanent supportive housing for persons with special needs, with priorities for persons with disabilities, at-risk youth, victims of domestic violence, and persons with mental illnesses.
5. Provide funding to organizations that address the economic and social service needs of low income households.

Housing Rehabilitation  
City of Plano Neighborhood Services

Requested: \$ 1,000,000  
Recommended: \$ 1,064,526  
CDBG - \$ 788,693  
HOME - \$ 275,833

This is an on-going program of low-interest loans for the rehabilitation of houses and apartments in Plano. The program helps low-income households to make their homes livable, and has been the primary activity of the Community Development program in Plano since its inception. Housing Rehabilitation provides a decent living environment for low-income families, and visibly improves neighborhoods. Since this is a revolving loan fund, a substantial portion of the money is recovered to be used again.

The Commission recommended more than was requested because of the high expenditure rate of the program, and its overall success. The amount recommended includes an estimated \$220,000 in loan repayments. We expect the City will have less than the recommended amount to spend because this amount of loan repayments probably will not be fully collected.

This program directly responds to Goal 3, Preserve existing affordable housing stock.

Homeowner Assistance  
City of Plano Neighborhood Services

Requested: \$ 10,231  
Recommended: \$ 35,281  
CDBG - \$25,000  
ADDI - \$10,231

This program provides down payment and closing cost assistance to enable a low-income family to purchase their first home. Use of funds for this purpose has slowed down in the past two years, with the result that 2004 grant money remains unused. The Commission recommended that we recapture the remaining 2004 monies (\$60,000) to redistribute this year. They recommended that \$25,000 of that amount be reserved for this activity.

The American Dream Downpayment Initiative (ADDI) provides additional funds to the City to assist new homebuyers with down payment assistance. ADDI funds are administered through the HOME program, and may only be used for down payment assistance. This year's ADDI funding is \$10,231.

This activity addresses Goal I-A, Continue the City's First Time Homebuyers Program.

CDBG/HOME Administration  
City of Plano Neighborhood Services

Requested: \$ 90,265  
Recommended: \$ 91,293  
CDBG: \$45,000  
HOME: \$46,293

The administrative funds from CDBG are used for incidental expenses of administration of the grant, including the annual audit, the cost of travel, legal notices and advertisements, and fair housing expenses. No salaries are paid from this fund.

HOME administrative funds are used for the same things CDBG administrative funds are used for, but they also include staff salaries for HOME expenditures. We set aside HOME funds for administrative purposes because they do not require matching funds, thereby reducing the City's potential liability for contributing cash out of the budget for the required match. The small

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increase over the requested amount is the result of a recalculation of the maximum amount of HOME administrative funds.

<u>Transportation Services</u>	Requested:	\$1,000
City of Plano Neighborhood Services	Recommended:	\$ 500

This program provides financial assistance to help low-income people with transportation needs. It is used for gasoline, CCART tickets, etc. Most social services are located in McKinney, and sometimes Plano residents can't get to them, or to medical help, without this assistance. The funds are administered by the Assistance Center of Collin County, which takes out a 10% fee to defray the costs of administration. Based on the current year's rate of expenditures for this program, the Commission believes that the recommended amount should be adequate to meet the need.

This program relates to Goal 5, Provide funding to address the economic and social service needs of low-income households.

<u>Building Repairs and Family Support</u>	Requested:	\$96,500
Assistance Center of Collin County	Recommended:	\$59,000

The request includes \$22,500 for various building repairs. The Commission recommended full funding of this portion of the request. They also asked for \$74,000 for rent and utilities for low-income families, salary for a bi-lingual staff member, and occupancy costs, which fall under the public service cap. The members recommended \$36,500 to meet part of this request. They did not support the occupancy costs.

This activity applies to Goal 4-A, Fund organizations that address the economic needs and social service needs of low income households, including job training and education.

<u>Self-Sufficiency Program</u>	Requested:	\$30,000
Plano Housing Authority	Recommended:	\$21,500

The Plano Housing Authority (PHA) is requesting financial assistance for their self-sufficiency program. As the HUD budget continues to be cut, PHA is also being hurt in funding some of their programs. They are requesting CDBG assistance to fund this program.

The Commission recommended \$21,500.

This request addresses Goal 5, Provide funding to organizations that address the economic and social service needs of low income households.

<u>Homelessness Prevention</u>	Requested:	\$18,000
City of Plano	Recommended:	\$17,000

For a number of years the City has funded a homeless prevention program, whereby families who are in non-recurring difficulties which have put them in danger of losing their home can receive up to three months of rent and utility assistance. The Commission recommended \$17,000 in funding, with the provision that the City should send out a request for proposals to interested non-profit agencies that may wish to administer the program.

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This activity addresses Goal 4-A, Fund organizations that provide homeless prevention activities and emergency assistance to help prevent households from becoming homeless.

<u>Renovation Project and Service Coordinator</u> Plano Community Homes	Requested:	\$281,390
	Recommended:	\$266,390

The Community Home proposes to use CDBG funds to upgrade their emergency call system to a wireless system, hire a service coordinator for their new building, and install solar screens to reduce utility costs for their tenants. The Commission recommended funding for the call system and the solar screens, and partial funding for the service coordinator.

Goal addressed: Goal 3, Preserve existing affordable housing stock.

<u>Construction of a New Shelter, and Other Expenses</u> Collin Intervention to Youth (CITY House)	Requested:	\$146,710
	Recommended:	\$126,386

CITY House is requesting funds to construct a new shelter for newborn to nine year olds, for repairs at their teen shelter, and for other expenses. The Commission recommended full funding of the repairs to the current shelter (\$4,200). It should be noted that the City has already allocated \$75,000 for construction of the new shelter in 2004 and 2005, and this requested amount would increase that to \$175,000, or almost 11% of the total project cost. The Commission recommended approval of this portion of the request.

The remaining portions of the request are all public services. Because transitional housing is a priority in the Consolidated Plan, the Commission recommended funding of a residential coach and the Transitional Living Program operational expenses (\$13,866). We have funded the drug and alcohol counselor for the past several years, so the Commission also recommended continuing that program (\$8,320).

This activity addresses Goal 4, Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless and at risk of homelessness.

<u>Supported Housing and Alma Center Improvements</u> LifePath Systems	Requested:	\$52,000
	Recommended:	\$29,000

LifePath Systems is requesting \$42,000 to be used for rent and utility payments for their clients for a period of up to three months, including \$3,360 in administrative costs. Within this time frame, they expect their clients to have obtained employment or other public assistance, so that CDBG funds are not needed. They are also requesting \$10,000 to replace carpet at the Alma Center.

The Commission recommended funding of rent and utility payments for clients at \$29,000, a \$10,000 increase over last year's funding. They did not recommend funding for the carpet.

This recommendation addresses Goal 4-A, Fund organizations that provide homeless prevention activities and emergency assistance to help prevent households from becoming homeless.

<u>Case Managers for Youth Counseling Services</u> Communities in Schools Dallas, Inc.	Requested:	\$63,600
	Recommended:	\$31,800

They are requesting funds to compensate counselors at Williams High School and Armstrong Middle School (total of two people). These individuals provide academic and social support services, drug and alcohol prevention programs, and mentoring and tutoring for at-risk students. Previously, this program was funded by PISD but budget cuts have eliminated funding for the program. This is a public service.

CDBG has funded this program for the past two years. The Commission recommended \$31,800, a 33% increase over 2005 funding.

This program relates to Goal 5, Provide funding to address the economic and social service needs of low-income households.

<u>Land Purchase and Development</u>	Requested:	\$125,000
Habitat for Humanity	Recommended:	\$115,000

Habitat is asking for money to buy land to build 6-8 houses in the Douglass Community. The City funded Habitat from the HOME grant last year, but the Commission's recommendation moves them to the CDBG grant this year. However, the volunteer hours and donations obtained by Habitat in building their homes have been invaluable in meeting the City's matching requirements for the HOME program. Therefore, it is recommended that homes built using CDBG funding be subject to compliance with applicable HOME rules, so that the City can continue to utilize their volunteer contributions as matching funds.

This activity responds to Goal 1, Increase the supply of affordable single family housing for the City's extremely, very low and low income households.

<u>Affordable Housing Construction</u>	Requested:	\$55,000
Christ United Methodist Church	Recommended:	\$40,000
	HOME:	\$40,000

Christ United Methodist Church has built a house each of the last two years and moved it into the Douglass Community. As with Habitat, their volunteer hours and donations are a good source of matching funds for the HOME grant.

In recognition of the excellent quality of the work they have produced, the Commission recommended that \$40,000 in HOME funds be granted to them.

This activity responds to Goal 1, Increase the supply of affordable single family housing for the City's extremely, very low and low income households.

<u>Land Purchases and Operating Expenses</u>	Requested:	\$140,000
Plano Housing Corporation	Recommended:	\$125,000
	CDBG:	\$34,469
	HOME:	\$90,531

This request is for operational expenses (\$40,000), and funding to purchase, rehabilitate, and re-sell single-family homes (\$100,000). The homes are typically sold at a discount from appraised value to make them more affordable to low-income families.

HOME rules require that at least 15% of the HOME funds be designated for Community Housing Development Organizations (CHDO's). The rules also allow the city to provide up to 5% of the HOME grant for CHDO operating expenses. No matching funds are required for operating expenses, so it is to our benefit to provide them in order to reduce our matching requirements. Plano Housing Corporation is currently our only CHDO, so they automatically receive \$67,898 (15%). If we add in \$22,633 (5% of the grant) for operating expenses, they would receive \$90,531 from HOME, as recommended by the Commission.

The Commission also recommended that \$34,469 be granted from CDBG funds to give them a total of \$125,000. Considering that much of their previous funding remains unspent, the Commission believes they can absorb a reduction from their requested grant amount.

Goal addressed: 3, Preserve existing affordable housing stock.

<u>Nutrition, Summer Tuition, &amp; Playground Improvements</u>	Requested:	\$25,000
Plano International Preschool	Recommended:	\$20,000

This request is for funds to enhance their playground, to pay partial costs of the nutrition program, and to assist low-income families with the cost of tuition for the summer session.

The Commission recommended full funding for nutrition and tuition costs, and partial funding for the playground.

This program relates to Goal 5, Provide funding to address the economic and social service needs of low-income households.

<u>Legal Assistance</u>	Requested:	\$20,000
Legal Aid of NorthWest Texas	Recommended:	\$ 9,409

Legal Aid is requesting funds for salaries for staff attorneys and operational expenses.

The Commission recommended approximately 50% funding of \$9,409 to be used for salaries. In past years, Legal Aid has always requested assistance with salaries, and has had difficulty working with the guidelines of the Community Services grant. Moving them to CDBG will enable them to use the provided funds to meet their greatest needs. It will also allow them to utilize these funds for clients whose income exceeds the poverty level, while still meeting the CDBG low-income standards.

This program addresses Goal 5, Provide funding to organizations that address the economic and social service needs of low income households.

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>		Reviewed by Legal <i>AM</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell		Executive Director	<i>[Signature]</i> 4/29/06
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i> 4/28/06
Agenda Coordinator (include phone #): <b>Lynn Woodall, x 7156</b>				

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

**CAPTION**

Authorizing the Filing of Applications for Federal Funds in an Amount Not to Exceed \$1,756,176 under the Housing and Community Development Act, the HOME Investment Partnership Act, and the American Dream Downpayment Act; Designating Thomas H. Muehlenbeck as Chief Executive Officer and Authorized Representative of the City for the Purpose of Giving Required Assurances and Acting in Connection with Said Applications and Providing Required Information; and Declaring an Effective Date. Tabled 4/24/06.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
<b>2005-06 and 2006-07</b>				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,756,176	0	1,756,176
BALANCE	0	1,756,176	0	1,756,176

**FUND(S):**    **GRANT FUND**

**COMMENTS:** This item, in an amount not exceeding \$1,756,176, will provide grant revenues for 2005-06 and 2006-07. Note: The Federal grant year for these programs begins July 1, 2006. The bulk of funds will be expended during City of Plano Fiscal Year 2006-07.

**STRATEGIC PLAN GOAL:** The approval of this application relates to the City's goal of Safe, Livable Neighborhoods.

**SUMMARY OF ITEM**

This item must be removed from the table.

This resolution authorizes the City Manager to apply to HUD for Community Development Block Grant funds, HOME funds, and American Dream Downpayment Initiative funds.

List of Supporting Documents: Resolution	Other Departments, Boards, Commissions or Agencies None
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**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE FILING OF APPLICATIONS FOR FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED \$1,756,176 UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT, THE HOME INVESTMENT PARTNERSHIP ACT, AND THE AMERICAN DREAM DOWNPAYMENT ACT; DESIGNATING THOMAS H. MUEHLENBECK AS CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE OF THE CITY FOR THE PURPOSE OF GIVING REQUIRED ASSURANCES AND ACTING IN CONNECTION WITH SAID APPLICATION AND PROVIDING REQUIRED INFORMATION; AND DECLARING AN EFFECTIVE DATE.**

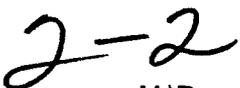
**WHEREAS**, the City of Plano is eligible to receive certain funds under the Housing and Community Development Act of 1974 as amended, in an amount not to exceed \$1,293,238; certain funds under the HOME Investment Partnership Act of 1990 as amended, in an amount not to exceed \$452,657; and certain funds under the American Dream Downpayment Act of 2003 in an amount not to exceed \$10,281; for the 2006-2007 program year; and

**WHEREAS**, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

**WHEREAS**, the 2006-2007 Final Statement of Community Development Block Grant and HOME Program Objectives has been adopted by the City of Plano as its official 2006-2007 Community Development Program budget and included as the Action Plan for 2006-2007.

**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 file an application for funds under the Housing and Community Development Act of 1974 as amended, the HOME Investment Partnership Act of 1990



as amended, and the American Dream Downpayment Act of 2003 on behalf of the City of Plano, Texas, and to certify to all understandings and assurances required under said Acts, including but not limited to, OMB circulars A-95 and A-1020 and Federal Management Circular 74-4, National Environmental Policy Act of 1969, Titles VI and VII of the Civil Rights Act of 1964 and 1968 respectively, Executive Orders 11063 and 11246, and such other assurances and understandings as may be required.

**SECTION II.** - Thomas H. Muehlenbeck, City Manager, is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required.

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

**DULY PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF MAY, 2006.**

\_\_\_\_\_  
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**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>		Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell		Executive Director	<i>[Signature]</i> 4/28/06
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i> 4/28/06
Agenda Coordinator (include phone #): <b>Lynn Woodall, x 7156</b>				

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

**CAPTION**

Approving the Terms and Conditions of Agreements Between the City of Plano and Various Community Organizations, providing for the Expenditure of Community Development Block Grant Funds in the amount of \$713,454 and HOME Funds in the amount of \$130,531 for the Provision of Various Community Services; Authorizing its Execution by the City Manager, or in His Absence, an Executive Director; and Providing an Effective Date. Tabled 4/24/06.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2005/06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,756,176	0	<b>1,756,176</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-843,985	0	<b>-843,985</b>
<b>BALANCE</b>	0	912,191	0	<b>912,191</b>

**FUND(s):    GRANT FUND**

**COMMENTS:** Funds are contingent on the authorization and approval of the application for HOME and CDBG funds. This item, in the amount of \$843,985, will establish an agreement to provide CDBG funds in the amount of \$713,454 and HOME funds in the amount of \$130,531 to various community organizations, leaving \$912,091 for other CDBG and HOME service programs.

**STRATEGIC PLAN GOAL:** This item relates to the City's goal of Safe, Livable Neighborhoods.

**SUMMARY OF ITEM**

This item must be removed from the table.

This resolution establishes agreements for CDBG and HOME funding with various agencies. Approval of the resolution will enable the agencies to begin using CDBG and HOME grant funds effective July 1, 2006.

List of Supporting Documents: \_\_\_\_\_ Other Departments, Boards, Commissions or Agencies \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO AND VARIOUS COMMUNITY ORGANIZATIONS, PROVIDING FOR THE EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$713,454 AND HOME FUNDS IN THE AMOUNT OF \$130,531 FOR THE PROVISION OF VARIOUS COMMUNITY SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has determined that various social services agencies operating within the City of Plano should receive a portion of the Community Development Block Grant funds and HOME funds received from the U. S. Department of Housing and Urban Development; and

WHEREAS, the City Council has been presented proposed CDBG and HOME Agreements by and between the City of Plano and various social service agencies, sample copies of which are attached hereto as Exhibit "A" and Exhibit "B" respectively, which establish the terms and conditions of funding; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Plano that the Community Development Block Grant funds and HOME funds be utilized for the purposes for which they were granted to each of the agencies listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, 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 them 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 Agreements with the below-named agencies in the amounts specified, having been reviewed by the City Council and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved:

Community Development Block Grant Funds:

Collin Intervention to Youth	\$126,386
LifePath Systems	\$ 29,000
Plano Housing Corporation	\$ 34,469
Assistance Center of Collin County	\$ 59,000
Habitat for Humanity of South Collin County	\$115,000
Assistance Center of Collin County (Transportation Services)	\$ 500
Plano Housing Authority	\$ 21,500
Plano Community Homes	\$266,390
Legal Aid of NorthWest Texas	\$ 9,409
Communities in Schools Dallas Region	\$ 31,800
Plano International Preschool	<u>\$ 20,000</u>
Total:	\$713,454

HOME Funds:

Plano Housing Corporation	\$ 90,531
Christ United Methodist Church	<u>\$ 40,000</u>
Total:	\$130,531

Section II. - The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Agreements 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 Agreements.

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

**DULY PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF MAY, 2006**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

Approved as to form:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF PLANO, TEXAS  
AND  
AGENCY1**

**THIS AGREEMENT**, this day is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as "City"), and **AGENCY1**, a Texas non-profit corporation (hereinafter referred to as "Agency"), acting by and through its duly authorized representative.

**WHEREAS**, funds from the Community Development Block Grant (the "Grant") were allocated for the express purpose of descrip1; and

**WHEREAS**, the City has determined that it is in the best interests of the citizens of Plano that the funds should be utilized for the purposes for which they were granted; and

**WHEREAS**, the City and Agency desire to enter into this Agreement to set forth the terms and conditions by which such Grant funds will be expended; and

**WHEREAS**, the City finds that expending public funds for the purposes stated above is a valid public purpose.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
Purposes/Consideration**

The purpose of this Agreement is to provide terms and conditions under which City shall administer and make available funds in an amount not to exceed **DOLLARS1 AND N0/100 DOLLARS (\$)** pursuant to the Grant. In consideration of the City of Plano providing the above-referenced funding, Agency shall abide by the terms and conditions of this Agreement.

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**SECTION II  
Permitted Uses of Funds; Conditions of Use**

Agency shall use any and all funds furnished by City under this Agreement for the purposes set forth in Exhibit "A" and for no other purpose.

Agency agrees the expenditure of the funds shall be completed on or before Date2. Any Grant funds remaining with Agency which are not expended or encumbered on Date2 will be returned to the City.

In consideration of Agency's full and satisfactory performance of this Agreement, the City shall reimburse the actual allowable costs incurred by Agency in the performance of this Agreement in an amount not to exceed **DOLLARS1 AND NO/100 DOLLARS (\$)**.

If, during the term of this Agreement, Agency wishes to utilize funds for purposes other than stated above, such change will be allowed only if the proposed change is not in violation of Community Development Block Grant Regulations. Such change may be allowed only after approval by Agency's Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in conformance with the proposed change is permitted until written approval is received from the City Manager.

Agency agrees to the General Conditions of the Grant as set forth in the attachment entitled "General Conditions of Agreement," which is made a part hereof and incorporated herein as Exhibit "B".

**SECTION III  
Independent Contractor**

It is understood that the City enters into this Agreement with Agency for the purposes enumerated in Section I hereof, and it is understood that Agency is an independent contractor and nothing herein shall be construed to constitute Agency as an agent, employee, or representative of the City or as expressing any intention of Agency to enter into a joint venture with City.

#### **SECTION IV Disbursement of Funds**

Agency shall submit to the City's Community Development Block Grant Administrator a request for reimbursement of eligible expenses, bills or invoices for purchase of eligible items. The Administrator shall review all such requests, bills or invoices and, if they document an expenditure for purposes authorized by this Agreement, shall authorize payment. The City will deliver a check in the amount of the request, invoice or bill, payable to Agency, which will then in turn pay the amount of the request, bill or invoice.

Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

#### **SECTION V Monitoring**

The City may perform periodic on-site monitoring of Agency for compliance with the terms and conditions of this Agreement. If the visits reveal deficiencies in the Agency's performance, a written report shall be prepared, identifying the deficiencies and establishing a time frame for correcting the deficiencies.

#### **SECTION VI Record Retention**

Agency shall maintain accurate accounting records which document and justify all expenditures made pursuant to this Agreement. All income qualification information, all original books of entry and all canceled checks and any other financial records will be retained for no fewer than four (4) years from September 30 following the program year in which funds were last expended under this Agreement. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano or the U.S. Department of Housing and Urban Development.

3-6

**SECTION VII**  
**Affidavit of No Prohibited Interest**

Agency acknowledges and represents Agency is aware of the laws related to prohibited interests found in the City Charter and the City Code of Conduct and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of execution of this Agreement, a duly authorized representative of the Agency shall execute the Affidavit of No Prohibited Interest attached and incorporated herein as Exhibit "C".

**SECTION VIII**  
**Insurance Requirements/Hold Harmless/Indemnity**

1. Insurance. Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Such insurance shall be evidenced by certificates a copy of which shall be provided to the CDBG Administrator within ten (10) days of execution of this Agreement. Insurance provided by Agency is subject to approval by City.

2. Hold Harmless and Indemnity. Agency shall release, defend, indemnify and hold harmless the City, its officers, elected officials, employees, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable attorneys fees) whatsoever that in any way arise out of Agency's, or any other third parties for whom the Agency is responsible, performance or nonperformance of the services or work called for in this Agreement.

**SECTION IX**  
**Term**

The term of this Agreement shall begin on Date1, and expire five (5) years from the date on which the final payment of Grant funds is made to Agency. At the expiration of this Agreement, Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to the City.

## **SECTION X Termination**

Suspension or termination of this Agreement may occur if Agency materially fails to comply with any term or condition of this Agreement.

City may terminate this Agreement at any time, with or without cause, upon giving Agency thirty (30) days written notice. In such event, Agency shall return all funds in its possession for which properly chargeable expenses have not been incurred prior to the date of notification. In the event of termination for breach, Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

## **SECTION XI Non-Assignment**

Agency shall not assign any of Agency's obligations or duties under this Agreement without first obtaining written consent from the City Council.

## **SECTION XII Miscellaneous**

1. Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
2. Binding On Agency. The undersigned represents and warrants that he or she is the duly authorized representative of Agency and that this Agreement has been approved and accepted by the Board of Directors (or equivalent) of the Agency.
3. Binding on the City of Plano. This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Agency and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.
4. Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

3-8

<u>City</u>	<u>Agency1</u>
Robert W. Buffington	Director2
c/o Neighborhood Services	Title2
City of Plano, Texas	Address2
P.O. Box 860358	Address3
Plano, TX 75086-0358	Telephone: phone2
Telephone: 972-941-5262	

5. Paragraph Headings.

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

6. 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.

7. Venue. In the event of breach of this Agreement, this Agreement shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

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

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**AGENCY1**

BY: \_\_\_\_\_  
Director2  
TITLE2

**ACKNOWLEDGMENTS**

**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

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by **DIRECTOR2**, Title2 of **AGENCY1**, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

3-10

**EXHIBIT "A"**  
**PERMITTED USES OF FUNDS**

This Grant may be used for

Expenditures which may be reimbursed by this Grant shall have been made no earlier than date1, and not later than date2.

Persons and households receiving assistance through this grant are Presumed Benefit recipients. No proof of income eligibility is required.

**OR**

Persons and households receiving assistance through this grant are required to provide written proof of income eligibility in order to receive assistance. Income eligibility must meet the Section 8 income guidelines, as provided below, and be verified annually. These income guidelines may be revised, at which time City will notify Agency of the changes. Upon such notification, all new clients must meet the revised guidelines. Income Guidelines are as follows:

1-person household	\$37,250	5-person household	\$57,450
2-person household	\$42,550	6-person household	\$61,700
3-person household	\$47,900	7-person household	\$65,950
4-person household	\$53,200	8-person household	\$70,200

**Reporting Requirements**

Agency shall provide to the CDBG Administrator a report on forms provided by the City, prepared at the end of September, December, March, and June of each year in which funds are expended and due thirty (30) days after the end of the aforementioned months. This report shall state the total number of unduplicated individuals and households served, including their ethnic origin, number in household, income level, disability status, and whether these persons are female head of household. The June report shall also include information regarding the Agency's progress in achieving performance goals.

Agency shall also provide to the CDBG Administrator one (1) copy of each audit of Agency's financial records which may be performed between the effective date of this Agreement and December 31, 2007.

**Procurement Standards**

Agency shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, Agency shall comply at a minimum with the non-profit procurement standards at 24 CFR 84.40-.48.

Purchases of items costing \$25,000.00 or more require sealed bids. The sealed bid process can be complicated; therefore, Agency is required to contact the Neighborhood Services office for assistance prior to starting the bid process.

For purchase of items costing between \$3,000.00 and \$25,000.00, three (3) written quotes for the item are required. These quotes should be placed in the Project file. If Agency is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those

vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000.00, only one quote is required. The sales slip from the store where the item was bought will suffice. Agency is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

### Land Purchase Requirements

The following requirements apply ONLY to vacant property or buildings. Additional requirements must be met if the property has a tenant or if the owner is physically occupying the property at the time the owner is first approached about selling the property. No CDBG funds may be expended unless proof is provided that these requirements have been met.

The Agency must, **before the seller enters into a contract of sale**, inform the seller in writing:

1. That it does not have the power of eminent domain and therefore will not acquire the property if negotiations fail to result in an amicable agreement; and
2. Of its estimate of the fair market value of the property. An appraisal is not required; however, your files must include an explanation, with reasonable written evidence, of the basis for the estimate. Whenever feasible, this information shall be provided before making the purchase offer. In those cases where there is an existing option or contract, the seller must be provided the opportunity to withdraw from the agreement after this information is provided.

A copy of this communication must be provided to the Administrator, with an acknowledgement of receipt by the seller, or with a return receipt from the post office.

Records which must be kept by the Agency:

1. Identification of property and property owner(s).
2. Evidence that owner was informed on a timely basis about the acquisition and his or her rights (copy of letter and acknowledgement of receipt).
3. Copy of each appraisal report or the explanation of the basis for your estimate of fair market value.
4. Copy of the written purchase offer and the date of delivery to the owner.
5. Copy of the purchase contract and document conveying the property.
6. Copy of closing statement identifying incidental expenses; evidence that owner received net proceeds due from sale.
7. Copy of any appeal or complaint filed and agency response.

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**EXHIBIT "B"**  
**GENERAL CONDITIONS OF AGREEMENT**

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City upon request.
2. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
3. Improper use of funds awarded in the Grant may result in the termination of the Grant, forfeiture of any outstanding Grant award and/or recovery of previous payments.
4. Programs, activities, employment opportunities, etc. funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, handicap, or political affiliation. Agency shall make known that use of facilities funded under this Agreement is available to all on a nondiscriminatory basis. No person shall, on the grounds of race, color, national origin, age, sex, religion, familial status or handicap status, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination in any of the operations of Agency. Agency must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a handicap.
5. The Agency and any person or organization the Agency contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
6. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of City.
7. None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
8. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
9. This Agreement may be modified, changed, or adjusted only with the prior approval of City Manager.

10. Agency agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 concerning Community Development Block Grants (CDBG), including but not limited to any and all amendments to Title 24 Part 570 and all federal regulations and policies issued pursuant to these regulations.
11. Agency shall administer, in good faith, a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol.
12. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.
13. Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to City), and determining the custodianship of records.
14.
  - a. Accounting Standards  
Agency agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
  - b. Cost Principles  
Agency shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," for all costs incurred whether charged on a direct or indirect basis.
  - c. Single Audit  
If the total amount of Federal funds received by Agency from all sources exceeds \$500,000 during the fiscal year ending on September 30, Agency shall prepare a Single Audit in compliance with OMB Circular A-133. Agency shall submit one (1) copy of any required Single Audit to City within nine (9) months of the end of the fiscal year.
15. In the event that the U.S. Department of Housing and Urban Development shall determine that funds expended by Agency under this Agreement have been spent in violation of federal regulations, and that an amount equal to said funds shall be reimbursed to the U.S. Treasury, Agency shall be solely responsible for said reimbursement.

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**EXHIBIT "C"**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of **AGENCY1** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

**AGENCY1**

\_\_\_\_\_  
Director2  
Title2

Date: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF COLLIN**   §

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, State of Texas

3-15

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

Agency shall procure and maintain for the duration of the Grant Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Agency." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspending, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.

**ATTESTATION**

I, **DIRECTOR2**, am of sound mind and at least eighteen (18) years of age. My position is **TITLE2** of the **AGENCY1**. As **TITLE2**, I am familiar with the activities of **AGENCY1**, including its status as a non-profit corporation. I do hereby affirm to the best of my knowledge that **AGENCY1** is currently valid as a Texas non-profit corporation, and has not had nor in the reasonably foreseeable future is likely to have its status as a Texas non-profit corporation revoked.

**AGENCY1**

\_\_\_\_\_  
Director2

Title: TITLE2

**STATE OF TEXAS**        §  
                                  §  
**COUNTY OF COLLIN**   §

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, State of Texas

**AGREEMENT BETWEEN CITY OF PLANO, TEXAS  
AND  
AGENCY1**

**THIS AGREEMENT**, this day is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as "City"), and **AGENCY1**, a Texas non-profit corporation (hereinafter referred to as "Agency"), acting by and through its duly authorized representative.

**WHEREAS**, funds from the Community Development Block Grant (the "Grant") were allocated for the express purpose of descrip1; and

**WHEREAS**, the City has determined that it is in the best interests of the citizens of Plano that the funds should be utilized for the purposes for which they were granted; and

**WHEREAS**, the City and Agency desire to enter into this Agreement to set forth the terms and conditions by which such Grant funds will be expended; and

**WHEREAS**, the City finds that expending public funds for the purposes stated above is a valid public purpose.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
Purposes/Consideration**

The purpose of this Agreement is to provide terms and conditions under which City shall administer and make available the funds in an amount not to exceed **DOLLARS1 AND N0/100 DOLLARS (\$)** pursuant to the Grant. In consideration of the City of Plano providing the above-referenced funding, Agency shall abide by the terms and conditions of this Agreement.

**SECTION II  
Permitted Uses of Funds; Conditions of Use**

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Agency shall use any and all funds furnished by City under this Agreement for the purposes set forth in Exhibit "A" and for no other purpose.

Agency agrees the expenditure of the funds shall be completed on or before Date2. Any Grant funds remaining with Agency which are not expended or encumbered on Date2 will be returned to the City.

In consideration of Agency's full and satisfactory performance of this Agreement, the City shall reimburse the actual allowable costs incurred by Agency in the performance of this Agreement in an amount not to exceed **DOLLARS1 AND NO/100 DOLLARS (\$)**.

If, during the term of this Agreement, Agency wishes to utilize funds for purposes other than stated above, such change will be allowed only if the proposed change is not in violation of Community Development Block Grant Regulations. Such change may be allowed only after approval by Agency's Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in conformance with the proposed change is permitted until written approval is received from the City Manager.

Agency agrees to the General Conditions of the Grant as set forth in the attachment entitled "General Conditions of Agreement," which is made a part hereof and incorporated herein as Exhibit "B".

### **SECTION III Independent Contractor**

It is understood that the City enters into this Agreement with Agency for the purposes enumerated in Section I hereof, and it is understood that Agency is an independent contractor and nothing herein shall be construed to constitute Agency as an agent, employee, or representative of the City or as expressing any intention of Agency to enter into a joint venture with City.

### **SECTION IV Disbursement of Funds**

Agency shall submit to the City's Community Development Block Grant Administrator all invoices or bills related to the work authorized by this Agreement. The Administrator will review all such bills or invoices and, if they document an expenditure for purposes authorized by this Agreement, shall authorize payment. The City will deliver a check in the amount of the invoice or bill, payable to Agency, which will then in turn pay the amount of the bill or invoice. Alternatively, the City may elect to make payments to the subcontractor or material provider directly.

Agency agrees to timely pay all material providers, contractors and/or subcontractors amounts owed for authorized improvements made to the property which are satisfactorily completed. Payments will be made by Agency so as to avoid the imposition of a lien on the property.

Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

#### **SECTION V Monitoring**

The City may perform periodic on-site monitoring of Agency for compliance with the terms and conditions of this Agreement. If the monitoring reveals deficiencies in the Agency's performance, a written report shall be prepared, identifying the deficiencies and establishing a time frame for correcting the deficiencies.

#### **SECTION VI Record Retention**

Agency shall maintain accurate accounting records which document and justify all expenditures made pursuant to this Agreement. All income qualification information, all original books of entry and all canceled checks and any other financial records will be retained for no less than four (4) years from August 31 following the program year in which funds were last expended under this Agreement. All accounting procedures, records, and reports shall be

available for inspection by a duly authorized representative of the City of Plano or the U.S. Department of Housing and Urban Development.

**SECTION VII**  
**Affidavit of No Prohibited Interest**

Agency acknowledges and represents that Agency is aware of the laws related to prohibited interests found in the City Charter and the City Code of Conduct and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of execution of this Agreement, a duly authorized representative of the Agency shall execute the Affidavit of No Prohibited Interest attached and incorporated herein as Exhibit "C".

**SECTION VIII**  
**Insurance Requirements/Hold Harmless/Indemnity**

1. Insurance. Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Such insurance shall be evidenced by certificates a copy of which shall be provided to the CDBG Administrator within ten (10) days of execution of this Agreement. Insurance provided by Agency is subject to approval by City.

2. Hold Harmless and Indemnity. Agency shall release, defend, indemnify and hold harmless the City, its officers, elected officials, employees, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable attorneys fees) whatsoever that in any way arise out of Agency's, or any other third parties for whom the Agency is responsible, performance or nonperformance of the services or work called for in this Agreement.

**SECTION IX  
Term**

The term of this Agreement shall begin on Date1, and expire five (5) years from the date on which the final payment of Grant funds is made to Agency. At the expiration of this Agreement, Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to the City.

**SECTION X  
Termination**

Suspension or termination of this Agreement may occur if Agency materially fails to comply with any term or condition of this Agreement.

City may terminate this Agreement at any time, with or without cause, upon giving Agency thirty (30) days written notice. In such event, Agency shall return all funds in its possession for which properly chargeable expenses have not been incurred prior to the date of notification. In the event of termination for breach, Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**SECTION XI  
Non-Assignment**

Agency shall not assign any of Agency's obligations or duties under this Agreement without first obtaining written consent from the City Council.

**SECTION XII  
Miscellaneous**

1. Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

3-22

2. Binding on Agency. The undersigned represents and warrants that he or she is the duly authorized representative of Agency and that this Agreement has been approved and accepted by the Board of Directors (or equivalent) of the Agency.

3. Binding on the City of Plano. This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Agency and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.

4. Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

<u>City</u>	<u>Agency1</u>
Robert W. Buffington c/o Neighborhood Services City of Plano, Texas P.O. Box 860358 Plano, TX 75086-0358 Telephone: 972-941-5262	Director2 Title2 Address2 Address3 Telephone: phone2

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

6. 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.

7. Venue. In the event of breach of this Agreement, this Agreement shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

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

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**AGENCY1**

BY: \_\_\_\_\_  
Director2  
TITLE2

**ACKNOWLEDGMENTS**

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by **Director2**, Title2 of **AGENCY1**, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

3-24

**EXHIBIT "A"  
PERMITTED USE OF FUNDS**

This Grant may be used for

Funds shall be secured by a five-year lien on the property, at the end of which time a new facility must be completed and providing services to clients.

Expenditures which may be reimbursed by this Grant shall have been made no earlier than date1, and not later than date2.

Persons and households receiving assistance through this grant are Presumed Benefit recipients. No proof of income eligibility is required.

OR

Persons and households receiving assistance through this grant are required to provide written proof of income eligibility in order to receive assistance. Income eligibility must meet the Section 8 income guidelines, as provided below, and be verified annually. These income guidelines may be revised, at which time City will notify Agency of the changes. Upon such notification, all new clients must meet the revised guidelines. Income Guidelines are as follows:

1-person household	\$37,250	5-person household	\$57,450
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**Reporting Requirements**

Agency shall provide to the CDBG Administrator a report on forms provided by the City, prepared at the end of September, December, March, and June of each year in which funds are expended and due thirty (30) days after the end of the aforementioned months. This report shall state the total number of unduplicated individuals and households served, including their ethnic origin, number in household, income level, disability status, and whether these persons are female head of household. The June report shall also include information regarding the Agency's progress in achieving performance goals.

Agency shall also provide to the CDBG Administrator one (1) copy of each audit of Agency's financial records which may be performed between the effective date of this Agreement and December 31, 2007.

**Environmental Requirements**

No funds shall be expended until the Administrator has conducted a HUD environmental study, made a Finding of No Significant Impact, published said Finding, and provided a 30-day comment period for the general public.

**Davis-Bacon Requirements**

Construction permitted by this Agreement requires compliance with the Davis-Bacon Act and the Copeland (Anti-Kickback) Act. Davis-Bacon wage rates shall be included in all requests for bids. Payments under this Agreement shall not be made until and unless required weekly

certified payroll forms and interview forms, demonstrating compliance with Davis-Bacon wage rates, have been received and approved by the Administrator.

### Procurement Standards

Agency shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, Agency shall comply at a minimum with the non-profit procurement standards at 24 CFR 84.40-.48.

Purchases of items costing \$25,000.00 or more require sealed bids. The sealed bid process can be complicated; therefore, Agency is required to contact the Neighborhood Services office for assistance prior to starting the bid process.

For purchase of items costing between \$3,000.00 and \$25,000.00, three (3) written quotes for the item are required. These quotes should be placed in the Project file. If Agency is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000.00, only one quote is required. The sales slip from the store where the item was bought will suffice. Agency is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

### Land Purchase Requirements

The following requirements apply ONLY to vacant property or buildings. Additional requirements must be met if the property has a tenant or if the owner is physically occupying the property at the time the owner is first approached about selling the property. No CDBG funds may be expended unless proof is provided that these requirements have been met.

The agency must, **before the seller enters into a contract of sale**, inform the seller in writing:

1. That it does not have the power of eminent domain and therefore will not acquire the property if negotiations fail to result in an amicable agreement; and
2. Of its estimate of the fair market value of the property. An appraisal is not required; however, your files must include an explanation, with reasonable written evidence, of the basis for the estimate. Whenever feasible, this information shall be provided before making the purchase offer. In those cases where there is an existing option or contract, the seller must be provided the opportunity to withdraw from the agreement after this information is provided.

A copy of this communication must be provided to the Administrator, with an acknowledgement of receipt by the seller, or with a return receipt from the post office.

Records which must be kept by the agency:

1. Identification of property and property owner(s).

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2. Evidence that owner was informed on a timely basis about the acquisition and his or her rights (copy of letter and acknowledgement of receipt).
3. Copy of each appraisal report or the explanation of the basis for your estimate of fair market value.
4. Copy of the written purchase offer and the date of delivery to the owner.
5. Copy of the purchase contract and document conveying the property.
6. Copy of closing statement identifying incidental expenses; evidence that owner received net proceeds due from sale.
7. Copy of any appeal or complaint filed and agency response.

**EXHIBIT "B"**  
**GENERAL CONDITIONS OF AGREEMENT**

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City upon request.
2. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
3. Improper use of funds awarded in the Grant may result in the termination of the Grant, forfeiture of any outstanding Grant award and/or recovery of previous payments.
4. Programs, activities, employment opportunities, etc. funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, handicap, or political affiliation. Agency shall make known that use of facilities funded under this Agreement is available to all on a nondiscriminatory basis. No person shall, on the grounds of race, color, national origin, age, sex, religion, familial status or handicap status, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination in any of the operations of Agency. Agency must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a handicap.
5. The Agency and any person or organization the Agency contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
6. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of City.
7. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
8. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted. Construction contracts shall comply with all applicable requirements of the Davis-Bacon Act. HUD Wage Determination forms shall be included in all bid documents. No construction contract may be signed with a contractor who is currently listed on HUD's list of debarred contractors.
9. This Agreement may be modified or adjusted only with the prior approval of City Manager.
10. Agency agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 concerning Community Development Block Grants (CDBG), including but not

limited to any and all amendments to Title 24 Part 570 and all federal regulations and policies issued pursuant to these regulations.

- 11. Agency shall administer, in good faith, a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol.
- 12. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.
- 13. Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to City), and determining the custodianship of records.

14. a. Accounting Standards

Agency agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

Agency shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," for all costs incurred whether charged on a direct or indirect basis.

c. Single Audit

If the total amount of Federal funds received by Agency from all sources exceeds \$500,000 during the fiscal year ending on September 30, Agency shall prepare a Single Audit in compliance with OMB Circular A-133. Agency shall submit one (1) copy of any required Single Audit to City within nine (9) months of the end of the fiscal year.

- 15. In the event that the U.S. Department of Housing and Urban Development shall determine that funds expended by Agency under this Agreement have been spent in violation of federal regulations, and that an amount equal to said funds shall be reimbursed to the U.S. Treasury, Agency shall be solely responsible for said reimbursement.
- 16. ***[Delete paragraph 17 if amount of total project (not just CDBG funds) is less than \$200,000]*** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Agency will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Agency will include this Section 3 clause in every subcontract for work in connection with the project which exceeds \$100,000 and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Agency will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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**EXHIBIT "C"**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of **AGENCY1** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

**AGENCY1**

\_\_\_\_\_  
Director2  
Title2

Date: \_\_\_\_\_

**STATE OF TEXAS**        §  
                                     §  
**COUNTY OF COLLIN**   §

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public, State of Texas

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**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

Agency shall procure and maintain for the duration of the Grant Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Agency." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspending, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.

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**ATTESTATION**

I, **DIRECTOR2** am of sound mind and at least eighteen (18) years of age. My position is **TITLE2** of the **AGENCY1**. As **TITLE2**, I am familiar with the activities of **AGENCY1**, including its status as a Texas non-profit corporation. I do hereby affirm to the best of my knowledge that **AGENCY1** is currently valid as a Texas non-profit corporation, and has not had nor in the reasonably foreseeable future is likely to have its status as a Texas non-profit corporation revoked.

**AGENCY1**

\_\_\_\_\_  
Director2

Title: TITLE2

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF COLLIN**   §

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public, State of Texas

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>DM</i>	<i>5/2/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Special Recognition: Council's Volunteer of the Month – Mabrie Jackson				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		<i>5/8/06</i>	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	<i>MS</i>	<i>4-18-06</i>
Dept Signature:			City Manager		
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>					
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					
<b>CAPTION</b>					
Special Recognition: Plano Senior High School Wildcat Decathlon Team - State 5-A Champions					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
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:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>5/8/06</b>	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>	5/2/06
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>					
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					
<b>CAPTION</b>					
Special Recognition: Marine Recruiters Station Plano Poolees					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
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:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		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>JMM</i>	5/2/06
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Special Recognition: 2006 Employee of the Year – Tony Han				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		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:	<i>MM</i>		City Manager	
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Presentation: 2006 Outdoor Air Quality Poster Contest Winners				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	<i>5/2/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Presentation: 2006 Paul L. Standberry Scholarship Award				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		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>TM</i>	<i>5/8/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Proclamation: National Historic Preservation Month - 2006				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i> <i>4/28/06</i>	
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Proclamation: American Legion Auxiliary Poppy Month - 2006				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>5/2/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Proclamation: Neurofibromatosis Awareness Month - 2006				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>	5/2/06
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Proclamation: Public Service Recognition Week - 2006				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		<b>Sharon Wright ext. 7107</b>		
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				
<b>CAPTION</b>				
Presentation: Don Wendell, Director of Parks and Recreation - 25 Years of Service to the City of Plano				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

May 2, 2006

**MEMO**

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

**FROM:** Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Planning & Zoning Commission Work Program

In anticipation of the Planning & Zoning Commission's Board and Commission report at the May 8<sup>th</sup> City Council meeting, please find attached an updated copy of the Commission's work program. The work program indicates the current status of each item.

Since January 2006, the Commission's work has been completed on two items: the Stormwater Management Plan and the Infill Housing Study. With the completion of neighborhood plans for all of the oldest neighborhoods in the city, the Neighborhood Planning program has been reoriented to a "fast track" program. Representatives from various city departments meet with the neighborhoods to educate them about city services and to address specific concerns during a two month time frame. With no formal plans now being adopted, this item can also be removed from the work program.

Chairman Carolyn Kalchthaler will be making the presentation on May 8<sup>th</sup>. Please let me know if you need additional information.

**PLANNING & ZONING COMMISSION  
WORK PROGRAM**

**May, 2006**

**Immediate Priority** – *These projects should receive priority in scheduling and allocation of staff and budget resources to ensure prompt completion.*

- Comprehensive Plan Update – Ongoing review and updating of the Comprehensive Plan. The updates to Public Services and Facilities, Parks and Recreation and Utilities elements are scheduled for this year. **Status: The Public Services and Facilities element and the Parks and Recreation element are complete and are scheduled for public hearings before the Planning & Zoning Commission on May 15<sup>th</sup>. The Commission has reviewed the issues list for the Utilities element, and objectives and strategies will be discussed in May and June.**

**High Priority** – *These projects should receive priority in scheduling and allocation of staff and budget resources to ensure prompt completion after immediate priority items.*

- Neighborhood Plans – Specialized area plans focusing on issues and needs of specific maturing neighborhoods. **Status: Neighborhood plans for Park Forest II and the Thunderbird area were approved by City Council in September, 2005. "Fast Track" programs have been completed with the Timberbrook subdivisions and the Forman School area. Staff is now working with the Creek Trails and Russell Creek subdivisions, and should complete the fast track plan in early May.**
- Downtown Architectural Design Guidelines – create architectural design requirements for new construction and exterior renovation in the downtown area. **Status: The Heritage Commission has adopted guidelines for the downtown heritage district. Guidelines for properties outside the heritage district are on hold.**
- Retail Study Implementation Plan – Phase II – As a sequel to the ordinance amendments to the Retail zoning district, continue efforts to assist property owners in identifying institutional and regulatory obstacles to upgrading and redeveloping aging shopping centers. This activity may lead to the creation of incentives. **Status: Staff is coordinating efforts with PEDB.**
- Infill Housing Study -- Determine the characteristics of appropriate infill housing locations and devise policies and ordinances to support the development of infill housing and alternative housing types. **Status: Complete. City Council**

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**adopted a policy statement on infill housing to add to the Housing element of the Comprehensive Plan in February, 2006.**

- Traffic Impact Analysis Ordinance Update – With the pending completion of the city's thoroughfare system, develop amendments to the traffic impact analysis regulations that recognize the lack of mitigation factors and that focus on site-specific traffic management. **Status: On hold. Transportation Engineering staff will be integrally involved in this update.**

**Mid-Term Priority** – *These projects should be an active part of the Planning & Zoning Commission's work program and completed during FY 05-06. The projects should be delayed only if it is determined to be necessary to complete high priority projects.*

- Planned Development Zoning Review – Identify, evaluate and amend ten planned development districts judged to be ambiguous or otherwise inadequate to properly regulate development. **Status: Staff will be processing numerous rezoning cases to "clean up" or eliminate unneeded planned development districts and to eliminate private club specific use permits for locations that now operate under mixed-beverage permits. This is an on-going project.**
- Parking Garage Façade Design – develop façade and design requirements for parking structures. **Status: The Planning & Zoning Commission has discussed this issue at two worksessions, and given staff direction to develop façade requirements that recognize the additional costs of parking garages over surface parking. This project has been on hold.**
- Stormwater Management Plan – The City has entered into an agreement with the Environmental Protection Agency to develop a Storm Water Management Plan. Several of the provisions of the agreement may require amendments to the comprehensive plan, the zoning and subdivision ordinances, and development review procedures. **Status: Complete. City Council adopted amendments to the Zoning and Subdivision Ordinances in April, 2006 that provide incentives for more stormwater friendly development practices.**
- Revisions to Parking Regulations – review existing parking regulations and devise new standards to address stormwater design issues and to assist in redevelopment requests. **Status: The stormwater incentive program placed "soft" caps on parking. A developer may still provide more parking than required, but must provide additional landscaping, pervious paving or other stormwater management techniques. Other revisions to the city's parking requirements should be considered to encourage redevelopment and to address the increasing complexity of administering the parking requirements when tenants or uses change.**

- Lot Coverage Regulations – review the maximum lot coverage requirements for single-family development and determine the appropriate percentages and method of calculation. **Status: The amendments to the Zoning Ordinance for the stormwater incentive plan combined the lot coverage for the main structure and accessory buildings. This should allow homeowners to continue to add on and invest in their properties, and will make it easier for the Building Inspections department to calculate lot coverage requirements. A remaining issue for consideration is whether or not lot coverage should be increased to address newer housing styles and the increase in house sizes.**

**Longer Term Priority** – *Work may proceed provided it does not compromise the timely completion of higher priority projects. Projects may be deferred until FY 06-07.*

- New Single-Family District – create a separate zoning district for single-family development to address smaller lots and more flexible regulations for density, lot size, height, setbacks, and other design requirements. **Status: New work program item.**

#### **Completed Projects since January 1, 2006**

- Infill Housing Study – Adopted by City Council on February 27, 2006
- Stormwater Management Plan – Adopted by City Council on April 24, 2006

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
April 24, 2006**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Scott Johnson, Mayor Pro Tem  
Sally Magnuson, Deputy Mayor Pro Tem  
Shep Stahel  
Loretta Ellerbe  
Harry LaRosiliere  
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 5:10 p.m., Monday, April 24, 2006, 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, for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:01 p.m. in the Council Chambers where the following matters were discussed:

**Consideration and Action Resulting From Executive Session Discussion:**

No action was brought forward.

**Plano Restaurant Owners and Greater Dallas Restaurant Association Meet and Greet**

Greater Dallas Restaurant Association President Elect Blaise Hadley and members of the Association introduced themselves to the Council. Mr. Hadley spoke to being proactive in the community and to the restaurant industry as a private sector collectively being the largest in the nation.

## **DART Report**

No report was given.

## **Mobility Report**

Traffic Engineering Manager Neal advised regarding continuing work in revising the Police Department data base to utilize a wireless traffic reporting system, spoke to the Haggard Park Neighborhood Parking Plan coming forward for Council consideration, the Rainier Road (north of Spring Creek Parkway) Safe Streets project and speed cushion markings testing, and the Cumberland Trail and Seabrook Drive Plans for a permanent Safe Streets' program. He spoke to success with the zone one signal retiming project, traffic collision numbers being up with possible primary causes, and pedestrian and bicycle accident numbers and their possible causes. Mr. Neal responded to Mayor Evans that he will follow up on a request regarding resolving traffic issues resulting from cars double parking in front of the Douglass Center at H Avenue.

## **Comprehensive Monthly Financial Report**

Finance Director McGrane presented the Comprehensive Monthly Finance Report for the month of March and stated that sales tax numbers are up, property and tax collections are doing well, and spoke to expenditure funds doing well. He spoke to unemployment staying the same, housing starts being down slightly from last year, stated that water revenues are up, hotel/motel tax numbers are the same, and further spoke to treasury pool equity and portfolio diversification.

## **Updates – Racial Profiling, 2005 Statistical Report**

Chief of Police Rushin spoke to legislation that required law enforcement to develop a policy prohibiting racial profiling, subsequent education and reporting, and to criteria established and resulting data required. He spoke to determining whether the driving population is resident or non-resident and to this being a difficult task. Chief Rushin spoke to consent searches, searches by probable cause, the small number of racial profiling complaints filed with the professional standards unit, and the importance of analysis when working with retrieved data.

Chief Rushin spoke to performance measures for 2005 with the mission being to protect lives, prevent crime, and maintain law and order for the citizens. He spoke to partnership with the community being important along with a visual presence, and stated that crime rate, traffic safety, priority response time, and quality of service are performance measures to adhere to. Chief Rushin spoke to crime being down 5%, Texas city comparisons with Plano's crime rate being very low, and responded to the Council that speeding, running red lights, and failure to stop at stop signs are some of the major reasons for accidents. He stated that while no data exists regarding the impact on driver distractions, this no doubt causes many accidents.

Chief Rushin spoke to steps taken in preventing accidents, response time being critical, stated that random sample surveys were used in determining what the public perceives, spoke to false alarm responses, and to ongoing recruiting efforts.

### **Discussion Regarding Winter Quarter Averaging**

Director of Customer and Utility Services Israelson stated that Winter Quarter Averaging determines consumption for residential customers only, that it is a calculated consumption and does not reflect the rate. He stated that Winter Quarter Averaging was adopted as a policy by the City in 2003 and that utility bills are calculated by using the three lowest bills from the winter month billings of December, January, February and March in order to calculate an average. Mr. Israelson stated that this program does encourage conservation and that this figure is recalculated each year. He stated that projections indicate that the current program will collect revenues in excess of what is required, the North Texas Municipal Water District is projecting a minimum of a 10% increase in sewer costs to the city next year, and further spoke to the proposal to move to a rolling three year average with the first step being to use a two-year average for this current year and further requested direction from the Council. Mr. Israelson responded to Mayor Evans that the two year average will realize a cost savings to the residents, even though there will be an increase to the residents based on drought circumstances. The Council concurred to support this program.

### **Discussion and Direction Regarding Public WiFi**

Director of Information Technology Stephens spoke to Public WiFi, internet access for residents and businesses, and to a "request for offer" of a non-exclusive franchise agreement to provide broadband internet access. He stated that MetroFi Service met the needs of the request.

Vice President of Sales and Development Ben Safroni stated that no tax payer dollars are involved to build the network, spoke to a residential City wide blanket WiFi network for internet access, and stated that this is free of charge to all residents and visitors. He stated that the City can utilize the network to lower costs and improve efficiencies, and that other service providers currently operating in the city can plug in and continue to offer their services. Mr. Safroni spoke to the mechanics of offering the service, the installation of radio devices on light poles in the residential areas of the City, and stated that these networks have been built in other states. He stated that laptops which are mobile will have the ability to access the internet, this provides more choices to the residents, brings up percentages of internet access capability, revenue will be added to the City by employing workers, and further spoke to anticipation of the entire City being built up in the next twelve to eighteen months. Mr. Safroni responded to the Council that existing service which a resident might have in their home will not conflict with this new service and that home service is exclusive to the residence only. He further responded that another provider could plug in to the WiFi mechanics.

City Manager Muehlenbeck responded to the Council that a second provider would be required to meet the same standards and that he foresees no impact on the City's revenue stream if residents cancel their current internet service. The Council concurred to move forward with this request.

### **Discussion/Action on Future Agendas**

No items were brought forward.

### **Consent Agenda**

Council Member Stahel advised that he will be stepping down on Consent Item "L," resolution to approve a support and maintenance agreement with TriTech Software Systems, Inc. due to a possible conflict of interest.

Mayor Evans advised that she will be stepping down on a portion of Regular Item 1, Public Hearing and resolution to adopt the 2006-07 Action Plan of the Community Development Block Grant and HOME Program, and Regular Item 3, resolution to approve agreements with various community organizations for the expenditure of Community Development Block Grant funds due to possible conflicts of interest. (These items were subsequently tabled during the regular agenda and no vote was taken for designation of funding by the Council.)

### **Council Reports**

Mayor Pro Tem Johnson advised that he attended the Regional Transportation Council meeting this month where parameters were set up for toll rates on S. H. 121 for a private development arrangement which will go out for bid. He stated that the City of Plano, Collin County, and a citizen representative from Dallas voted against the toll policy.

Mayor Evans convened directly into the Regular meeting at 7:08 p.m. No recess was taken.

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**Pat Evans, MAYOR**

ATTEST:

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Elaine Bealke, City Secretary

**PLANO CITY COUNCIL**  
**April 24, 2006**

**COUNCIL MEMBERS**

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

**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 convened the Council into the Regular Session immediately following the Preliminary Session on Monday, April 24, 2006, at 7:08 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Carol Brooks of Christ Church Episcopal.

The Pledge of Allegiance was led by Plano Police Explorer Post 911 and Girl Scout Troop 2284 with Sigler Elementary.

Mayor Evans introduced Michael Willis, President of International City Management Association who is the General Manager of Blue Mountains City Council, New South Wales, Australia. Mayor Evans presented proclamations for National Volunteer Week, Wildflower Week 2006 and Plano, Texas – Relay for Life Community. She further recognized the Plano Law Enforcement Explorer Program.

Mayor Evans administered an oath of office to North Texas Municipal Water District Board of Directors member Alex R. Schell, III.

**GENERAL DISCUSSION**

Jack Lagos, citizen of the City, spoke regarding previously presented issues including the certified audit for the Arts of Collin County indicating they are a 501(c)(3) organization even though they have not received their letter of determination and the application for 501(c)(3) status containing uncertified articles of incorporation. He spoke to another issue wherein an incorrect federal tax identification number was provided. Mr. Lagos spoke to the Council representing one-third ownership of the Arts of Collin County and protecting credibility and reputation.

City Manager Muehlenbeck advised that the City Attorney has responded to previous points regarding the audit and 501(c)(3) submission as well and commented on discussions with the auditor for the Arts of Collin County Commission.

### **BOARD/COMMISSION REPORTS**

Community Relations Commission Chair Moss spoke to approval of the Affirmative Action Report and completion of the cycle for Community Grant Block Grants, HOME grants, the American Dream Downpayment Initiative and the Plano Community Services Grant. She provided an overview of the grant process and reviewed the scoring criteria. Ms. Moss spoke to the Commission's focus on community needs, board representation, client demographics, reducing the duplication of services, quality outcome measurements and direct services ratios. She spoke to the time commitment of commission members, agency members and City Staff. Ms. Moss spoke to this being the first attempt at a consolidated grant process and advised that the average grant received was 65% of the request. She spoke to Public Hearings held in the community and future efforts to refine the evaluation form and agency application, reviewing the commission's ordinance and design comprehensive training for new members.

Ms. Moss responded to Council Member LaRosiliere, stating that there was differentiation between grants by taking into account those related to home building/maintenance versus those making community service requests. She advised that Staff looked to balance the two to reduce inequities. Ms. Moss responded to Deputy Mayor Pro Tem Magnuson stating that those agencies that do not handle emergency needs by and large received a lesser percentage than what was requested. She also spoke to the concern on the part of some agencies that funds were specifically allocated to services and not provided for administrative needs. Council Member Stahel and Ms. Moss complimented the efforts of the board and Staff.

### **CONSENT AGENDA**

Council Member Stahel requested Consent Agenda Item "L" be removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member LaRosiliere the Council voted 7-0 to approve and adopt all remaining items on the Consent Agenda as follows:

#### **Approval of Minutes** [Consent Agenda Item (A)]

April 10, 2006

#### **Approval of Expenditures**

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

**Bid No. 2006-112-B** for Alma Road Whitetopping Street Resurfacing, to Duit Construction Co., Inc. in the amount of \$1,730,643. The project consists of the resurfacing and the construction of a storm sewer main in the 15<sup>th</sup> Street intersection and south along Alma Road. [Consent Agenda Item (B)] (See Exhibit "A")

**Bid No. 2006-111-B** for McDermott Road Widening from Custer Road to Coit Road to McMahon Contracting, L.P., in the amount of \$1,759,394. [Consent Agenda Item (C)] (See Exhibit "B")

**Bid No. 2006-118-P** for an annual fixed price contract for Installation of Ceramic and Acrylic Pavement Marking Buttons in the estimated annual amount of \$134,100 to A&M Maintenance Services, Inc. This will establish an annual fixed price contract for one year with two City optional one-year renewals. [Consent Agenda Item (D)] (See Exhibit "C")

**Bid No. 2006-117-P** for an annual fixed price contract for Supply and Installation of Thermoplastic Pavement Markings Materials in the estimated annual amount of \$90,224. This will establish an annual fixed price contract for one year with two City optional one-year renewals. [Consent Agenda Item (E)] (See Exhibit "D")

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

To authorize purchase from an Interlocal Contract for Fire Hose in the amount of \$62,363 from Metro Fire Apparatus Specialists and authorizing the City Manager to execute any necessary documents. (HGAC Interlocal Contract, Bid #FS12-05). [Consent Agenda Item (F)]

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

To approve and authorize a contract with Walter P. Moore, Inc. to provide Engineering Services in conjunction with improvements for Park Erosion Control Projects 2006 in an amount not to exceed \$52,128, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Consent Agenda Item (G)]

To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and APM Associates, Inc. in the amount of \$37,500 for Alley Reconstruction - Prairie Creek and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (H)]

### **Contract Modification**

To approve Contract Modification #1 to Verizon Southwest, Inc., increasing the contract by \$69,454 for High Speed Voice & Data Network (B021-03). [Consent Agenda Item (I)]

### **Adoption of Resolutions**

**Resolution No. 2006-4-7(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the Dallas County Community College District for Educational Services at a fee not to exceed thirty thousand dollars (\$30,000); authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

**Resolution No. 2006-4-8(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and The Collin County Community College District for Educational Services at a fee not to exceed thirty thousand dollars (\$30,000); authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (K)]

**Resolution No. 2006-4-9(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for School Crossing Guards; providing for the reimbursement of costs to the City of Plano for providing school crossing guards; authorizing execution of the agreement by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

**Resolution No. 2006-4-10(R):** To suspend the May 30, 2006, effective date of the proposal by Atmos Energy Corp., Mid-Tex Division to implement interim GRIP rate adjustments for gas utility investment in 2005; authorizing participation with the Gas Standing Steering Committee in a review and inquiry into the sufficiency of the filing and the basis and reasonableness of the proposed rate adjustments; authorizing intervention in administrative and court proceedings involving the proposed GRIP rate adjustments; requiring reimbursement of reasonable legal and consultant expenses; and requiring delivery of this resolution to the company and legal counsel. [Consent Agenda Item (N)]

**Resolution No. 2006-4-11(R):** To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the improvement and widening of McDermott Road from Coit Road to Custer Road; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

**Resolution No. 2006-4-12(R):** To approve the submission of a grant application to the Texas Department of Transportation for 15<sup>th</sup> Street Mobility Enhancement Project funding assistance through the Statewide Transportation Enhancement Program; certifying that the City is eligible to receive financial assistance under the program; certifying that the City's matching share is readily available; designating the City Engineer as being responsible for acting for, and on behalf of the City of Plano in dealing with the Texas Department of Transportation for the purpose of participating in the Statewide Transportation Enhancement Program, and providing an effective date. [Consent Agenda Item (P)]

**Resolution No. 2006-4-13(R):** To approve the submission of a grant application to the Texas Department of Transportation for Park Boulevard Project funding assistance through the Statewide Transportation Enhancement Program; certifying that the City is eligible to receive financial assistance under the program; certifying that the City's matching share is readily available; designating the City Engineer as being responsible for acting for, and on behalf of the City of Plano in dealing with the Texas Department of Transportation for the purpose of participating in the Statewide Transportation Enhancement Program, and providing an effective date. [Consent Agenda Item (Q)]

#### **Adoption of Ordinances**

**Ordinance No. 2006-4-14:** To temporarily close a section of Robinson Road from a point beginning at its intersection with White Rock Creek, north to its intersection with State Highway 121, in the City limits of Plano, Collin County, Texas, and authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (R)]

**Ordinance No. 2006-4-15:** To amend Section 21-135, Sewer Charges – Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; revising the winter quarter averaging method for calculating residential sanitary sewer charges beginning with the May 1, 2006 billing period; and providing a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (S)]

#### **ITEMS FOR INDIVIDUAL CONSIDERATION:**

Due to a possible conflict of interest, Council Member Stahel stepped down from the bench on the following item.

**Resolution No. 2006-4-16(R):** To approve the terms and conditions of a Support and Maintenance Agreement with TriTech Software Systems, Inc., a sole source vendor for the maintenance and support of the VisiCAD System; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (L)]

**Resolution No. 2006-4-16(R) (cont'd)**

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 6-0 to approve the terms and conditions of a Support and Maintenance Agreement with TriTech Software Systems, Inc., a sole source vendor for the maintenance and support of the VisiCAD System; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-4-16(R).

Council Member Stahel resumed his place at the bench.

The following three items were discussed concurrently.

**Public Hearing and a resolution** to adopt the 2006-07 Action Plan, including the Final Statement of Community Development Block Grant and HOME Program Objectives and Proposed Use of Funds for Program Year 2006-2007; and declaring an effective date. [Regular Agenda Item (1)]

**A resolution** to authorize the filing of applications for federal funds in an amount not to exceed \$1,756,176 under the Housing and Community Development Act, the Home Investment Partnership Act, and the American Dream Downpayment Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. [Regular Agenda Item (2)]

**A resolution** to approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$713,454 and HOME funds in the amount of \$130,531 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Mayor Evans advised that due to a possible conflict of interest she would step down on approval of a portion of the requests.

Mayor Pro Tem Johnson opened the Public Hearing. Christina Alford, representing the Boys and Girls Club of Collin County spoke to the programs provided by the agency, the decrease in the amount allocated and requested reconsideration of funding. She spoke to the lack of funding at the local level by the national organization and to submission of applications to different sources. No one else spoke either for or against the request. The Public Hearing was closed.

Neighborhood Services Manager Buffington advised the Council that Community Development Block Grant (CDBG) funds are to be used to assist low to moderate income persons and that within that requirement, 15% of the grant amount can be used for public services. He spoke to requests being categorized as either housing or public service and to striking a balance between the two so there is equal opportunity for funding. Mr. Buffington stated that while deliberations have been made with regard to social service funding, consideration by the Council of this area is usually addressed during the budget cycle. He responded to the Council that he could bring forward those recommendations at the May 8, 2006 Council meeting.

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, the Council vote 7-0 to table a resolution to adopt the 2006-07 Action Plan, including the Final Statement of Community Development Block Grant and HOME Program Objectives and Proposed Use of Funds for Program Year 2006-2007; a resolution to authorize the filing of applications for federal funds in an amount not to exceed \$1,756,176 under the Housing and Community Development Act, the Home Investment Partnership Act, and the American Dream Downpayment Act; a resolution to approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$713,454 and HOME funds in the amount of \$130,531 for the provision of various community services; until the May 8, 2006 Council meeting.

**Public Hearing** pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as Jack Carter Park for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing TXU Electric transmission tower. [Regular Agenda Item (4)]

Director of Customer and Utility Services Israelson advised that the following items consider three cellular sites that will be located along the City's park trail system. He stated that the sites will be co-located on TXU transmission towers and that approval is recommended by the Parks and Recreation Planning Board. Mr. Israelson advised that with regard to Jack Carter Park, MetroPCS agrees to reclaim an abandoned cellular site as well as comply with landscaping requirements. He further stated that without usage of these three locations, it would require six sites to provide coverage to the City.

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

**Ordinance No. 2006-4-17:** To approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Jack Carter Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (5)]

**Ordinance No. 2006-4-17 (cont'd)**

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Callison, the Council voted 7-0 to approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Jack Carter Park; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2006-4-17.

**Resolution No. 2006-4-18(R):** To approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Jack Carter Park identified as the reclamation communications site; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (6)]

First Assistant City Attorney Gilliam advised Mayor Pro Tem Johnson that the agreement provides for the removal of equipment upon lease termination.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Jack Carter Park identified as the reclamation communications site; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-4-18(R).

**Public Hearing** pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as Preston Ridge Trail Park at Coit & Parker for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing TXU Electric transmission tower. [Regular Agenda Item (7)]

Director of Customer and Utility Services Israelson advised the Council that the next two sites are for locations with new equipment.

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

**Ordinance No. 2006-4-19:** To approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Preston Ridge Trail Park (Coit and Parker); providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (8)]

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Preston Ridge Trail Park (Coit and Parker); providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2006-4-19.

**Resolution No. 2006-4-20(R):** To approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Preston Ridge Trail Park identified as the Coit & Parker Communications site; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (9)]

Upon a motion made by Council Member Callison and seconded Council Member LaRosiliere, the Council voted 7-0 to approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Preston Ridge Trail Park identified as the Coit & Parker Communications site; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-4-20(R).

**Public Hearing** pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as Preston Ridge Trail Park at Coit & McDermott for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing TXU Electric transmission tower. [Regular Agenda Item (10)]

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

**Ordinance No. 2006-4-21:** To approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Preston Ridge Trail Park (Coit and McDermott); providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (11)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson, and seconded by Council Member Ellerbe, the Council voted 7-0 to approve a Communications Facilities License Agreement to MetroPCS Texas, LLC, requiring the use or taking of a portion of City of Plano public park land, known as Preston Ridge Trail Park (Coit and McDermott); providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2006-4-21.

**Resolution No. 2006-4-22(R):** To approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Preston Ridge Trail Park identified as the Coit & McDermott Communications site; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (12)]

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Callison, the Council voted 7-0 to approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and MetroPCS Texas, LLC, a Delaware Limited Liability Company, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of Preston Ridge Trail Park identified as the Coit & McDermott Communications site; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-4-22(R).

**Public Hearing and adoption of Ordinance No. 2006-4-23** as requested in Zoning Case 2005-54 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 16.2± acres located on the east side of Los Rios Boulevard, 120± feet south of Trail Walker Drive in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Abby Bahreini [Regular Agenda Item (13)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted and stated that four letters have been received in opposition with two respondents indicating they wish to see no development on the property.

**Ordinance No. 2006-4-23 (cont'd)**

Mayor Evans opened the Public Hearing. Hansen Nemat, representing the applicant advised that he was available for questions. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 16.2± acres located on the east side of Los Rios Boulevard, 120± feet south of Trail Walker Drive in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-7 as requested in Zoning Case 2005-54 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. 2006-4-23.

**Public Hearing and adoption of Ordinance No. 2006-4-24** as requested in Zoning Case 2006-02 – To repeal in its entirety Ordinance No. 2004-9-37, thereby rescinding the Comprehensive Zoning Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Comprehensive Zoning Ordinance in order to amend various sections of the Comprehensive Zoning Ordinance, including regulations and administrative procedures regarding storm water infrastructure improvements intended to reduce the quantity of and to improve the quality of storm water runoff; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (14)]

Development Review Manager Elgin advised the Council that the following three items are related to the City's Storm Water Permit. He advised that the first request provides amendments to the Zoning Ordinance including a cluster option for some residential zoning which would allow for reduced lot size and setbacks and increased lot coverage as long as the development provided a commensurate amount of area for storm water conservation. Mr. Elgin spoke regarding proposals for non-residential development which would allow more flexible placement of landscaping to accommodate storm water friendly improvements. He spoke to the amendment of parking standards to permit the use of permeable pavement, establish parking caps for nonresidential uses and allow a reduction in required parking which will reduce impermeable surface and storm water runoff. Mr. Elgin advised that the Homeowners' Council provided positive feedback, that the Developers' Council generally supported parking proposals and that the Planning and Zoning Commission recommended approval as submitted. Council Member Ellerbe spoke to the establishment of parking caps being a positive change.

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

**Ordinance No. 2006-4-24 (cont'd)**

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, the Council voted 7-0 to repeal in its entirety Ordinance No. 2004-9-37, thereby rescinding the Comprehensive Zoning Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Comprehensive Zoning Ordinance in order to amend various sections of the Comprehensive Zoning Ordinance, including regulations and administrative procedures regarding storm water infrastructure improvements intended to reduce the quantity of and to improve the quality of storm water runoff as requested in Zoning Case 2006-02 and as recommended by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-4-24.

**Public Hearing adoption of Ordinance No. 2006-4-25** - Subdivision Ordinance Amendment - To repeal in its entirety Ordinance No. 98-9-5, thereby rescinding the Subdivision Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Subdivision Ordinance in order to amend various sections of the Subdivision Ordinance, including regulations and administrative procedures regarding storm water infrastructure improvements intended to improve storm water quantity and quality; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (15)]

Development Review Manager Elgin advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted and that the proposal amends regulations and administrative procedures regarding storm water infrastructure improvements. He spoke to establishing the North Central Texas Council of Government's Integrated Storm Water Management Manual as the base engineering criteria for review of storm water proposed developments and responded to the Council regarding the City's timetable for implementation.

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

Upon a motion made by Council Member LaRosiliere and seconded by and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to repeal in its entirety Ordinance No. 98-9-5 (Subdivision Ordinance), thereby rescinding the Subdivision Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Subdivision Ordinance in order to amend various sections of the Subdivision Ordinance, including regulations and administrative procedures regarding storm water infrastructure improvements intended to improve storm water quantity and quality as recommended by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-4-25.

**Ordinance No. 2006-4-26:** To amend Section 21-2(f) of Article I, Municipal Drainage Utility System of Chapter 21, Utilities of the Code of Ordinances of the City of Plano; providing a repealer clause, a savings clause; a severability clause; a penalty clause; and providing an effective date. [Regular Agenda Item (16)]

City Engineer Upchurch advised the Council that as part of the City's Storm Water Permit there is a requirement to provide incentives encouraging developers to implement storm water quality improvement practices. He stated that this item would give a credit to non-residential development drainage fee if such practices are incorporated and that for redevelopment sites there would be a 100% credit if the new development's impervious area is less than the original site.

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 7-0 to amend Section 21-2(f) of Article I, Municipal Drainage Utility System of Chapter 21, Utilities of the Code of Ordinances of the City of Plano; providing a repealer clause, a savings clause; a severability clause; a penalty clause; and providing an effective date; and further to adopt Ordinance No. 2006-4-26.

There being no further discussion, Mayor Evans adjourned the meeting at 8:58 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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**Elaine Bealke, City Secretary**



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		<b>Sharron Mason, Ext. 7247</b>			
<b>ACTION REQUESTED:</b> <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					
<b>CAPTION</b>					
<i>Award/Rejection of Bid/Proposal for Bid No. 2006-95-C for an annual fixed price contract for Professional Kitchen Personnel for Food Services at Plano Centre to Dixie Staffing in the estimated annual amount of \$35,000.00</i>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
<b>FISCAL YEAR:</b>	<b>05/06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	275,203	0	<b>275,203</b>
Encumbered/Expended Amount		0	-87,830	0	<b>-87,830</b>
This Item		0	-35,000	0	<b>-35,000</b>
<b>BALANCE</b>		0	152,373	0	<b>152,373</b>
<b>FUND(s): CONVENTION &amp; TOURISM FUND</b>					
<b>COMMENTS:</b> Funding for this item is included in the approved FY2005-06 Operating Budget. This will establish a one year contract with two City optional one year renewals. Remaining funds will be used for other contractual labor.					
<b>STRATEGIC PLAN GOAL:</b> This service agreement relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
<b>ANNUAL CONTRACT WITH RENEWALS</b>					
Staff recommends bid of Dixie Staffing in the estimated annual amount of \$35,000.00 be accepted as the lowest responsive, responsible bidder upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one (1) year renewals for a Professional Kitchen Personnel for Food Service at Plano Centre.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Recommendation Memo, Bid Recap					

# Memorandum

**To:** Sharron Mason  
Buyer  
Purchasing Division

**From:** Jim Stroup, Plano Centre Mgr.

**Date:** 4/14/2006

**Re:** Recommendation Memo

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Based on the bid evaluation for Bid 2006-95-C Professional Kitchen Personnel for Food Service at Plano Centre I recommend that Line item # 1 be awarded to Dixie Staffing as the lowest responsive bidder in the amount of \$\$35,000 and line item #2 not be award due to no bids received.

CC:

b-a

# CITY OF PLANO

BID NO. 2006-95-C

## PROFESSIONAL KITCHEN PERSONNEL FOR FOOD SERVICES AT PLANO CENTRE

### BID RECAP

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**Bid opening Date/Time:** March 10, 2006 @ 4:30 pm

**Number of Vendors Notified:** 738

**Vendors Submitting "No Bids":** 7

**Number of Bids Submitted:** 2

Dixie Staffing
Majesty Hospitality Staffing

**Bids Evaluated Non-Responsive to Specification:** 1  
Majesty Hospitality Staffing

**Recommended Vendor(s):**

Dixie Staffing                      \$35,000.00

*Sharron Mason*

\_\_\_\_\_  
Donna Holden, Buyer

*March 13, 2006*

\_\_\_\_\_  
Date

*b-3*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>4/28/06</i>
Agenda Coordinator (include phone #): <b>Donna Holden, extension 7248</b>				
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				
<b>CAPTION</b>				
Award/Rejection of Bid/Proposal for Bid No. 2006-113-B for Emergency Outdoor Warning System FPU 4008 Front Panel Upgrade to SAFER Services Corporation in the amount of \$82,057.39.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	110,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-82,057	0
BALANCE		0	27,943	0
FUND(S): <b>CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the 2005-06 Capital Reserve Fund. This item, in the amount of \$82,057, will leave a current year balance of \$27,943 for the Siren System Upgrade project. <b>STRATEGIC PLAN GOAL:</b> The siren upgrade relates to the City's Goals of Safe Livable Neighborhoods and Urban Centers and of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff recommends bid of SAFER Services Corporation in the amount of \$82,057.39 be accepted as lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary				

# CITY OF PLANO

## BID NO. 2006-113-B EMERGENCY OUTDOOR WARNING SYSTEM FPU 4008 FRONT PANEL UPGRADE

### BID RECAP

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**Bid opening Date/Time:** April 3, 2006 @ 3:00pm

**Number of Vendors Notified:** 1097

**Vendors Submitting "No Bids":** 11

**Number of Bids Submitted:** 5

Alliance Wireless Technologies  
SAFER Services  
SafetyCom, Inc  
McCord Communications  
American Communications

**Bids Evaluated Non-Responsive to Specification:** 1  
Alliance Wireless Technologies

**Recommended Vendor(s):**

SAFER Services Corporation \$82,057.39

*Donna Holden*

Donna Holden, Buyer

*April 18, 2006*

Date

C-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>		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>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>4/28/06</i>
Agenda Coordinator (include phone #):		<b>Sharron Mason, Ext. 7247</b>			

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

**CAPTION**

*Award/Rejection of Bids/Proposals for Bid No. 2006-128-C for an annual fixed price contract for Public Works Mowing and Landscaping Services (Rebid) to Priority Landscape Management in the estimated annual amount of \$70,396.49.*

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:	05/06, 06/07, 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0

**FUND(S):** WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND

**COMMENTS:** This item approved price quotes. Expenditures will be made in the Municipal Drainage and Pumping Facilities cost centers within the approved budget appropriations for each year of the contract. The estimated annual amount is \$76,410, based on expected usage.

**STRATEGIC PLAN GOAL:** Annual contract pricing for landscape and mowing services relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

**ANNUAL CONTRACT WITH RENEWALS**

Staff recommends bid of Priority Landscape Management in the estimated annual amount of \$70,396.40 be accepted as lowest responsive, responsible bidder upon timely execution of any necessary contract documents. It is further recommended that Trugreen Landscape in the estimated annual amount of \$76,409.84 be designated as the alternate lowest responsible bidder in any event the primary vendor (Priority Landscape Management) does not fulfill their contractual obligations under this contract. This will establish a one (1) year contract with two (2) City optional one (1) year renewals for Public Works Mowing and Landscaping Services (Rebid).

List of Supporting Documents:  Recommendation Memo and Bid Recap	Other Departments, Boards, Commissions or Agencies
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*d-1*

# Memorandum

**To:** Sharron Mason  
Buyer  
Purchasing Division

**From:** Gary Kirkwood

**Date:** 4/27/2006

**Re:** Recommendation Memo

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Based on the bid evaluation for 2006-128-C (Bid No.) Public Works Mowing and Landscaping Services (Rebid) (Bid Title) Public Works has reviewed bids received for Mowing and Landscape Services and recommends award of contract to Priority Landscape Management in the estimated annual amount of \$70,396.49. It is further recommended that Trugreen Landcare in the estimated annual amount of \$76,409.84 be designated as the alternate lowest responsible bidder in any event the primary vendor Priority Landscape Management does not fulfill their contractual obligations under this contract.

This will establish a one (1) year contract with two (2) City optional one (1) year renewals for Public Works Mowing and Landscaping Services (Rebid).

d-2





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>4/28/06</i>	
Agenda Coordinator (include phone #): <b>Sharron Mason, Ext. 7247</b>					
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					
<b>CAPTION</b>					
Award/Rejection of Bids/Proposals for Bid No. 2006-93-C for an annual fixed price contract for Concrete Mix to Redi-Mix in the estimated annual amount of \$323,054.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05/06, 06/07, 07/08</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND, WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND					
<b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Streets, Drainage, and Utility Operations Departments within the approved budget appropriations for each year of the contract. The estimated annual amount is \$323,054, based on expected usage.					
<b>STRATEGIC PLAN GOAL:</b> Annual contract pricing for the purchase of Concrete Mix relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
<b>ANNUAL CONTRACT WITH RENEWALS</b>					
Staff recommends bid of Redi-Mix in the estimated annual amount of \$323,054.00 be accepted as lowest responsive, responsible bidder upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one (1) year renewals for Concrete Mix.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Recommendation Memo and Bid Recap					

# CITY OF PLANO

BID NO. 2006-93-C

CONCRETE MIX

BID RECAP

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**Bid opening Date/Time:** March 6, 2006 @ 3:00 pm

**Number of Vendors Notified:** 268

**Vendors Submitting "No Bids":** 7

**Number of Bids Submitted:** 1

Redi-Mix, L.P.

**Bids Evaluated Non-Responsive to Specification:** 0

**Recommended Vendor(s):**

Redi-Mix, L.P. \$472,000.00

	<b>Unit Price</b>	<b>Extended Price</b>
Line Item #1	\$64.00	\$224,000.00
Line Item #2	\$68.00	\$ 68,000.00
Line Item #3	\$72.00	\$180,000.00

*Sharron Mason*

Sharron Mason, Buyer

*March 7, 2006*

Date

e-2

# Memorandum

**To:** Sharron Mason  
Buyer  
Purchasing Division

**From:** Bill Zimmerman

**Date:** 4/27/2006

**Re:** Recommendation Memo

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Based on the bid evaluation for 2006-93-C (Bid No.) Concrete Mix (Bid Title) Public Works has reviewed bid received for Concrete Mix and recommend award of contract to Redi-Mix Concrete in the estimated amount of \$323,054.00 for Items 1, 2 and 3.

This will establish a one (1) year contract with two (2) City optional one (1) year renewals for Concrete Mix.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing Division			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>[Signature]</i>			City Manager	
Agenda Coordinator (include phone #):		<b>January Cook X7376</b>			
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	
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No. 2006-114-B for the Purchase of Ten (10) Heavy Duty Equipment Trailers from Red River Truck Repair and Big Tex Trailers in the amount of \$45,581.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE		<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR:	<b>05/06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	69,900	0	<b>69,900</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-45,581	0	<b>-45,581</b>
BALANCE		0	24,319	0	<b>24,319</b>
FUND(S): <b>EQUIPMENT REPLACEMENT FUND &amp; GENERAL FUND</b>					
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (8) heavy duty equipment trailers, and the new addition of (1) trailer. This item also includes the unscheduled replacement of (1) addition trailer. The balance of funds will be used for other equipment replacement purchases.					
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Staff recommends bids of Red River Truck Repair (Items 1-3 and 5) in the amount of \$42,977.00 and Big Tex Trailers (Item 4) in the amount of \$2,604.00, total amount of \$45,581.00 be accepted as the lowest responsive responsible bids meeting specifications for the purchase of ten (10) heavy duty equipment trailers. These units are approved scheduled replacements for unit #10208, unit #10223, unit #10197, unit #10204, unit #10220, unit #10210, unit #10211, and unit #10111, an unscheduled replacement for unit #00556, and a new addition to Fleet funded by Parks Field Services (634), Athletic Field Maintenance (637), Ground Maintenance Services District #1 (648), Municipal Drainage Operations (471), and Streets (742).					
Additionally, staff recommends bids of Big Tex Trailers (Items 1-3 and 5) in the amount of \$53,117.40 and Red River Truck Repair (Item 4) in the amount of \$2,995.00, total amount of \$56,112.40 be accepted as the alternate bids.					

*[Handwritten signature]*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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

*f-2*

# CITY OF PLANO

Bid No. 2006-114-B

## Purchase of Ten (10) Heavy Duty Equipment Trailers

### Bid Recap

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**Bid Opening Date/Time:** 3/31/06 @ 3:30 PM

**Number of Vendors Notified:** 364

**Vendors Submitting "NO BIDS":** 3

**Number of Bids Submitted:** 5

Red River Truck Repair

Big Tex Trailers

CS Trailer World

Jones Power Products

Interstate Trailers, Inc.

**Bids Evaluated Non-Responsive to Specification:** None

**Recommended Vendor(s):**

Red River Truck Repair (Items 1-3 and 5) \$42,977.00

Big Tex Trailers (Item 4) \$ 2,604.00

\$45,581.00 Total Award

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*January M. Cook*

April 26, 2006

\_\_\_\_\_  
January M. Cook, CPPB

Senior Buyer

Purchasing Division

\_\_\_\_\_  
Date

*f-3*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/08/06</b>	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>JLW</i>	4/26/06	
Agenda Coordinator (include phone#):		Dianna Wike Ext. 7549			
<b>ACTION REQUESTED:</b> <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					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No 2006-124-C for Auto & Truck Non-OEM Parts to Plano Auto Supply & Machine, Inc. in the estimated annual amount of \$100,000.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05/06, 06/07, 07/08</b>	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): <b>WAREHOUSE</b>					
<b>COMMENTS:</b> This item approves price quotes for a one year contract with two optional renewals. Funding for this item is included in this FY 2005/06 budget. This estimated annual amount is \$100,000. <b>STRATEGIC PLAN GOAL:</b> Auto & Truck Non-OEM Parts relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
<b>Annual Contract With Renewals</b>					
Staff recommends bid of Plano Auto Supply & Machine, Inc. in the estimated annual amount of \$100,000, be accepted as lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract documents. This will establish an annual contract with a fixed percentage discount off list price, with two optional one-year renewals for the purchase of Auto & Truck Non-OEM Parts.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

*J-1*

# CITY OF PLANO

## BID NO. 2006-124-C AUTO & TRUCK NON-OEM PARTS

### BID RECAP

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**Bid opening Date/Time:** April 20 2006 @ 3:30pm

**Number of Vendors Notified:** 1080

**Vendors Submitting "No Bids":** 12

**Number of Bids Submitted:** 3

Plano Auto & Machine, Inc.  
BUS Parts Warehouse  
PepBoys, Inc.

**Bids Evaluated Non-Responsive to Specification:** 1  
PepBoys, Inc.

**Recommended Vendor(s):**

Plano Auto & Machine, Inc.      58% Discount

*Dianna Wike*

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Dianna Wike, Buyer

*April 26 2006*

---

Date

*G-2*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	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>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		<b>January Cook X7376</b>			
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					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No 2006-110-C for an annual fixed price contract for Collection Services and Verification of Financial Responsibility Services to Municipal Services Bureau in the estimated annual amount of \$92,594.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05/06, 06/07, 07/08, 08/09, 09/10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S): GENERAL</b>					
<b>COMMENTS:</b> This item approves price quotes for a one year contract with four optional renewals. Expenditures will be made in the Municipal Court Department within the approved budget appropriations. The estimated annual amount is \$92,594.					
<b>STRATEGIC PLAN GOAL:</b> Collection Services and Verification of Financial Responsibility relates to the City's goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid of Municipal Services Bureau in the estimated amount of \$92,594.00 be accepted as best value bid, conditioned upon timely execution of any necessary contract documents. This will establish a one year contract with four City optional one year renewals for collection of outstanding fines and verification of Failure to Maintain Financial Responsibility cases for Municipal Courts.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo					
Evaluation Matrix					

*h-1*

**M E M O**

**DATE:** April 21, 2006  
**TO:** Mike Ryan, Purchasing Manager  
**FROM:** Vicki Smith, Court Administrator  
**SUBJECT:** **RECOMMENDATION FOR COLLECTION AGENCY**  
**Bid No. 2006-110-C Best Value**

Municipal Court requested *Best Value* bid proposals for collection of outstanding fines and verification of Failure To Maintain Financial Responsibility cases. Five (5) vendors responded to the bid: Municipal Services Bureau (current vendor), American Municipal Services Corp. (AMSC), Sequoia Financial Services, D-Med Corporation, and NetPLEA Services.

The Municipal Court Advisory Committee, comprised of Don Stevenson, Chief Administrative Judge, Rodney Patten, Assistant City Attorney I, and myself, reviewed the submitted proposals. Then independently, we evaluated each proposal. Two personnel from the Information Technology Services Department (IT) were asked to evaluate the Computer Network section of each vendor. When the evaluations were completed, I combined the scores. Attached to this recommendation is a copy of the combined scores from all evaluators. The Court Advisory Committee is recommending that we again contract with Municipal Services Bureau (MSB). We consider MSB to be the *Best Value* vendor for the City of Plano.

MSB scored highest in overall qualifications. MSB was the only vendor that has serviced courts with similar volume to Plano, i.e. Arlington, Garland, Austin. MSB has 357 clients in Texas, including several in the North Texas, East Texas, West Texas, Central Texas, South Texas, and the Houston and San Antonio areas. MSB also services Collin County. This enables them to have a large database to track scofflaws throughout the State of Texas. I requested that our IT Department critique the submitted proposals with regard to each vendor's computer resources and capabilities. After comparing all five proposals, IT scored MSB just one point higher than Sequoia, with the other three vendors significantly lower. IT evaluation scores are attached for reference.

MSB was not the lowest bidder, averaging 1% higher than the lowest bidder; however, experience was very important to the Committee with regard to each vendor's capabilities to manage a large city. MSB proved to be the most qualified in this area. MSB has contracted with the City now for ten years, providing both collection and verification services. MSB is innovative and quick to contact us with ideas for increased collections. During past contract years, MSB performed both a Warrant Amnesty and a Warrant Round-Up programs at no charge to Plano. MSB's collection expertise and professional staff have made working with MSB a very pleasant and profitable experience. To the best of my knowledge, Plano has never had a complaint about the manner in which MSB conducted their collection procedures or the manner in which MSB staff have communicated with City of Plano customers.

The Court Advisory Committee respectfully requests that Council approve our recommendation to contract with Municipal Services Bureau as the Best Value vendor responsible for collection of outstanding fines and verification of Failure to Maintain Financial Responsibility cases. Court Administration has budgeted \$92,594.00 in our current budget to fund this recommendation.

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<b>EACH AWARD METHOD IS RATED- WITH THE HIGHEST BEING THE BEST</b>								
<b>METHOD OF AWARD - CA 2006 Combined Evaluation Matrix</b>								
		Municipal Services Bureau	American Municipal Services Corporation	Sequoia Financial Services	D-Med Corporation	NetPLEA Services		
<b>1. Qualifications 20 points</b>								
a. Experience in required area of Collections								
b. Experience In FMFR Verification								
c. Experience in TX Courts and case loads								
d. Experience/Performance w/clients-business w/24 mos								
e. State exp receiving/transmitting data electronically								
f. Exp/Performance Amnesty/Wrt RU								
g. Experience and stability of key staff								
h. Availability of bi-lingual staff and documents								
		59	42.5	39.5	29.5	38.5		
<b>2. Fee Structure 20 Points</b>								
a. Rate for backlog cases w/previous vendor								
b. Commission rate for new cases								
c. Fee for Verification FMFR per case								
d. Guaranteed % rate for case resolution								
		51	46	33	20	31		
<b>3. Computer Network 20 Points</b>								
a. Describe computer system & update capability								
b. Form/frequency of electronic data transfers to/from								
c. Record retention capabilities/billing for clients/debtors								
		54	24	51	9	21		
<b>4. Collection Procedures 15 Points</b>								
a. Collection techniques utilized; letters, telephone calls								
b. Collection efforts, methodology for Amnesty/ Wrt RU efforts								
c. Implementation work plan, timetable, rate of recovery								
d. Methodology for handling customer questions/problems								
e. Methodology for handling non-English customers								
f. Describe telephone resources available								
g. Provide examples of letters/telephone scripts used								
		42.27	33.71	37.7	37.63	36.42		

h-3

h-4

<b>5. Managements Repots 15 Points</b>								
a. Reports Provided to the City								
b. Reports provided/ FMFR results								
c. Describe reporting flexibility								
d. Responses to auditor inquiries/confirmation requests								
	45	31.5	42	36.5	37.75			
<b>6. Vendors Past Relationship w/City 10 Points</b>	30	30	30	30	30			
<b>TOTALS:</b>	<b>281.27</b>	<b>207.71</b>	<b>233.2</b>	<b>162.63</b>	<b>194.67</b>			
<b>Evaluated By:</b>								
Don Stevenson, Chief Judge								
Vicki Smith, Court Administrator								
Rodney Patten, Prosecutor								
<b>Computer Network Section Only:</b>								
Danny Housewright, IT Manager								
Diane Richardson, IT Programmer								



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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: <b>5/8/06</b>			Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	4-26-06
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/26/06
Agenda Coordinator (include phone #)			Linda M. Robinson x4180		
<b>ACTION REQUESTED:</b> <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					
<b>CAPTION</b>					
Purchase from Existing Contract/Agreement to authorize the purchase of one (1) Bobcat Skid Loader in the amount of \$28,741.13 from Bobcat Company through the Texas Association of School Board Cooperative Purchasing Program contract and authorizing the City Manager or his designee of execute all necessary documents. (225-05)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	33,0000	0	33,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-28,741	0	-28,741
BALANCE		0	4,259	0	4,259
FUND(S):    EQUIPMENT REPLACEMENT FUND					
<b>COMMENTS:</b> Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (1) Skid Loader for Drainage Services. The balance of funds will be used for other equipment replacement purchases.					
<b>STRATEGIC PLAN GOAL:</b> Equipment replacement relates to the City's goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Equipment Services requests the purchase of one Bobcat Skid Loader through the Texas Association of School Board Cooperative Purchasing Program awarded to Bobcat Company					
This unit is a scheduled replacement for 98186 approved per fiscal year 05/06 for Dept 471/Drainage Services and funded through Account 071-8421; Supplement: #00071001.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (225-05).					
Total purchase price is \$28,741.13					
List of Supporting Documents: Cover, Memo, Quote Sheet			Other Departments, Boards, Commissions or Agencies		



**MEMORANDUM**

**DATE:** April 17, 2006  
**TO:** **January Cook, Senior Buyer**  
**FROM:** Reid Choate, Technical Coordinator  
**SUBJECT:** Request to purchase one (1) Bobcat Skid Loader through Texas Association of School Board Cooperative Purchasing Program Contract 225-05 awarded to Bobcat Company.

Estimated Budgeted Amount:	\$33,000.00
Contract Base Price:	\$22,890.00
Published Options:	\$ 5,486.00
Unpublished options:	\$ 365.13
<b>Total Price w/Options:</b>	<b>\$28,741.13</b>

**NOTE:** Unit is a scheduled replacement for 98186 for Department 471/Drainage Services per fiscal year 05/06. Acct 071-8421 / Suppl 00071001.

Please reference Requisition Order No: 903675 .

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

Cc: Karl Henry  
Jimmy Foster  
Gary Kirkwood  
Diane Palmer  
Stephen Teiper

*i-2*

CITY OF PLANO

04/20/06

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P.O. Number 903675 OR

Cost Center 071

**Supplier** BOBCAT COMPANY  
 250 E BEATON DR  
 P O BOX 6000  
 WEST FARGO ND 58078-6000

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

Ordered 04/20/06 Freight  
 Requested 04/20/06 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
S250 SKID STEER LOADER M0015 REQUEST TO PURCHASE ONE (1) BOBCAT SKID LOADER THROUGH THE TEXAS ASSOCIATION OF SCHOOL BOARD COOPERATIVE PURCHASING PROGRAM. CONTRACT NO. 225-05. AWARDED TO BOBCAT COMPANY IN NORTH DAKOTA. NOTE: UNIT IS A SCHEDULED REPLACEMENT FOR UNIT 98186, DEPT. 471/DRAINAGE SERVICES PER FY05/06. ACCOUNT #071.8421. SUPPLEMENT #00071001. ESTIMATED BUDGETED AMOUNT \$33,000.00. REQUISITION REQUESTED BY REID CHOATE.	1	EA	22,890.0000	22,890.00	04/20/06
PUBLISHED OPTIONS M0015-P02-C01 ALARM & HORN PACKAGE.	1	EA	186.0000	186.00	04/20/06
PUBLISHED OPTIONS M0015-R03-C03 HIGH FLOW AUXILIARY HYDRAULICS.	1	EA	1,183.0000	1,183.00	04/20/06
PUBLISHED OPTIONS M0015-A01-C01 ATTACHMENT CONTROL KIT.	1	EA	112.0000	112.00	04/20/06

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CITY OF PLANO

04/20/06

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P.O. Number 903675 OR  
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS M0015-RO5-C02 SUSPENSION SEAT.	1	EA	259.0000	259.00	04/20/06
PUBLISHED OPTIONS M0015-R09-C04 12-16.5 X 12 SEVERE DUTY TIRES.	1	EA	560.0000	560.00	04/20/06
PUBLISHED OPTIONS 6731421 74" LOW PROFILE BUCKETS.	2	EA	624.0000	1,248.00	04/20/06
PUBLISHED OPTIONS 7111896 STEEL TRACKS.	1	EA	1,938.0000	1,938.00	04/20/06
UNPUBLISHED OPTIONS 6732465 8 - BOLT - ON TEETH.	1	EA	145.0400	145.04	04/20/06
UNPUBLISHED OPTIONS 6718007 BOLT - ON CUTTING EDGE.	1	EA	195.8500	195.85	04/20/06
UNPUBLISHED OPTIONS B39C001032B BOLTS (8).	1	EA	10.6400	10.64	04/20/06
UNPUBLISHED OPTIONS B85C10 NUTS (8).	1	EA	13.6000	13.60	04/20/06

Total Order

TermNet 30 Days

28,741.13

*i-4*



Irving  
1-800-583-3667  
San Antonio  
1-800-755-3717



April 13, 2006

City of Plano  
Attn: Reid Choate

Ref: S250 Skid Steer Loader and Attachment

Mr. Choate,

Below are Buy Board part numbers and prices for the S250 Skid Steer and attachment per your request.

Published

Qty.	Part Number	Description	Price
1	M0015	S250 Skid Steer Loader	22,890.00
1	M0015-P02-C01	Alarm & Horn Package	186.00
1	M0015-R03-C03	High Flow Auxiliary Hydraulics	1,183.00
1	M0015-A01-C01	Attachment Control Kit	112.00
1	M0015-R05-C02	Suspension Seat	259.00
1	M0015-R09-C04	12-16.5 x 12 Severe Duty Tires	560.00
1	6731421	74" Low Profile Bucket (2 @ \$624.00)	1,248.00
1	7111896	Steel Tracks	1,938.00

Unpublished

1	6732465	8 Bolt-on Teeth	145.04
1	6718007	Bolt-on Cutting Edge	195.85
1	B39C001032B	Bolts (8)	10.64
1	B85C10	Nuts (8)	13.60
			<u>28,741.13</u>

Irving, TX 75061  
415 N. Loop 12  
469-586-2900  
Fax 469-586-2910

Denton, TX 76201  
520 E. Elm  
940-323-8400  
Fax 940-381-2626

Ft. Worth, TX 76118  
2727 E. Loop 840 South  
817-854-2202  
Fax 817-457-9425

Longview, TX 75606  
P.O. Box 3029  
936-758-5547  
Fax 936-758-8840

McKinney, TX 75070  
3512 N. Central Expwy.  
972-342-2881 or 972-582-3888  
Fax 972-562-2722

San Antonio, TX 78222  
5900 S.E. Loop 410  
210-648-3531  
1-800-755-3717  
Fax 210-948-8560

Waco, TX 76706  
10075 S. 1-3a  
254-857-3445  
Fax 254-657-3243

*i-5*

Please make Purchase Order to:

Bobcat Company  
PO Box 6000  
West Fargo, North Dakota 58078

Buy Board Phone 800-695-2919  
Buy Board Fax 800-211-5454  
Contract #: 225-05

Please contact me if you have any questions.

Sincerely,



Ken Peterson  
Municipal Sales Specialist  
Office 817-654-2202  
Cell 214-676-2951  
Fax 817-457-9425

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	4-26-06
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone#):		<b>Linda M. Robinson x4180</b>			
<b>ACTION REQUESTED:</b> <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					
<b>CAPTION</b>					
Purchase from Existing Contract/Agreement to authorize the purchase of three (3) Kustom Signal Smart I Radar Trailers in the amount of \$30,124.00 from Kustom Signals Inc. through the H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee of execute all necessary documents. (EF 04-05)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05/06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	36,000	0	36,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-30,124	0	-30,124
BALANCE		0	5,876	0	5,876
FUND(s): <b>EQUIPMENT REPLACEMENT FUND</b>					
<b>COMMENTS:</b> Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (3) Radar Trailers for the Police Department. The balance of funds will be used for other equipment replacement purchases.					
<b>STRATEGIC PLAN GOAL:</b> Equipment replacement relates to the City's goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Equipment Services requests the purchase of three Kustom Signal Smart I Radar Trailers through the H-GAC Cooperative Purchasing Program awarded to Kustom Signals Inc.					
These units are replacements for 98204; 98205 and 98206 approved per fiscal year 05/06 for Dept 532/Police Department and funded through Account 071-8421; Supplement: #00071001.					
The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (H-GAC EF04-05).					
Total purchase price for all three items including H-GAC Admin Fee and freight charge is \$30,124.00					
List of Supporting Documents: Cover, Memo, Quote Sheet			Other Departments, Boards, Commissions or Agencies		

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## MEMORANDUM

**DATE:** April 13, 2006  
**TO:** January Cook, Senior Buyer  
**FROM:** Reid Choate, Technical Coordinator  
**SUBJECT:** Request to purchase three (3) Kustom Signal Smart I Radar Trailers through H-GAC Cooperative Purchasing Program, Contract No. EF 04-05 awarded to Kustom Signals Inc.

Estimated Budgeted Amount:		\$36,000.00
Contract Base Price:	8,745.24 x 3 =	\$26,235.72
Published Options:	176.35 x 3 =	\$ 529.05
Unpublished options:	188.00 x 3 =	\$ 564.00
Freight Charge:	783.35 x 3 =	\$ 2,350.05
Admin Fee:		<u>\$ 445.18</u>
<b>Total Price w/Options:</b>		<b>\$ 30,124.00</b>

**NOTE:** These units are scheduled replacements for 98204, 98205 and 98206 for Department 532/Police Department per fiscal year 05/06.  
Account 071-8421 / Supplement 00071001.

Please reference Requisition Order No: 903669 .

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

Cc: Karl Henry  
Jimmy Foster  
Steve VanNote  
Christopher Curd  
Patrick Mulkern  
Marty Childers  
Diane Palmer  
Stephen Teiper

CITY OF PLANO

04/12/06

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P.O. Number 903669 OR

Cost Center 071

**Supplier** KUSTOM SIGNALS INC  
P O BOX 411882  
KANSAS CITY MO 64141.1882

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

Ordered 04/12/06 Freight  
Requested 04/12/06 Order Taken By  
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
RADAR TRAILERS INVOICE TO FOLLOW REQUEST TO PURCHASE THREE (3) KUSTOM SIGNAL SMART I RADAR TRAILERS THROUGH H-GAC COOPERATIVE PURCHASING PROGRAM. CONTRACT NO. EF 04-05 AWARDED TO KUSTOM SIGNALS INC. NOTE: THESE UNITS ARE SCHEDULED REPLACEMENTS FOR 98204, 98205 AND 98206, DEPT. 532/POLICE DEPARTMENT PER FY05/06. ACCOUNT # 071-8421. SUPPLEMENT # 00071001. REQUISITION REQUESTED BY REID CHOATE.	3	EA	8,745.2400	26,235.72	04/12/06
PUBLISHED OPTION AXLE LOCK	3	EA	85.7100	257.13	04/12/06
PUBLISHED OPTION SPEED SIGN RACK	3	EA	90.6400	271.92	04/12/06
UNPUBLISHED OPTION 30 AMP CHARGER UPGRADE	3	EA	188.0000	564.00	04/12/06
H-GAC ADMIN FEES INVOICE TO FOLLOW		EA	.0000	445.18	04/12/06

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CITY OF PLANO

04/12/06

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P.O. Number 903669 OR  
Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FREIGHT CHARGES INVOICE TO FOLLOW	3	EA	783.3500	2,350.05	04/12/06

Total Order

TermNet 30 Days

30,124.00

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## CONTRACT PRICING WORKSHEET

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

<b>Buying Agency:</b> Plano Police Department	<b>Contractor:</b> Kustom Signals, Inc
<b>Contact Person:</b> Reid Choat	<b>Prepared By:</b> Hayden Knott
<b>Phone/Fax:</b> 972-769-4182	<b>Phone/Fax:</b> 800-458-7866/913-492-1703
<b>Location City, State:</b> Plano, TX	<b>Contract No.:</b> EF 04-05
<b>Date:</b> 4/10/2006	<b>Product Code:</b> AFK
<b>Product Description:</b> SMART Model I	

**A. Item Base Unit Price Per H-GAC Contract:** **A:** 8745.24 ✓

**B. Published Options (Itemize below and attach additional sheet(s) if necessary)**

Code	Description	Cost	Code	Description	Cost
	Axle Lock	85.71			
	Speed Sign Rack	90.64			
				<b>Subtotal From Additional Sheet(s):</b>	
				<b>Subtotal B:</b>	176.35 ✓

**Note: Published Options are options submitted with the contractor's bid.**

**C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)**

Code	Description	Cost	Code	Description	Cost
	30 Amp charger upgrade	188.00 ✓			
				<b>Subtotal From Additional Sheet(s):</b>	
				<b>Subtotal C:</b>	188.00 ✓
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					2% ✓

**D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)**

	783.35 ✓
<b>Subtotal D:</b>	783.35 ✓

**E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)**

	9,892.94 ✓
<b>Quantity Ordered</b>	X 3
<b>Subtotal E:</b>	29,678.82 ✓

**F. H-GAC Fee @ 1.5% of**

	445.18 ✓
--	----------

**G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)**

<b>Subtotal G:</b>	-

**H.**

**Total Purchase Price (E+F+G):** 30,124.00 ✓

(Please Type, or Print Legibly)

**Estimated Delivery Date:** 45 Days ARO

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H-GAC 'FORM E' - OPTIONS PRICING	
Offeror Name:	Kustom Signals, Inc.
Invitation No.:	EF04-05

- Notes: 1) Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code  
2) Use a single Form E. Add/Insert additional lines as necessary.

Underlying H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price
AFA	N/A	Talon II Upgrade to Moving/Stationary Model With Pod/Corded Handle and Carrying Case	\$ 193.00
AFA	N/A	Deduct Carrying Case from Talon II or Optional Talon II Upgrade	-\$104.00
AFA	065-0089-01	Cordless NiMH Battery Handle w/ Charger	\$ 198.00
AFB	064-0048-4X	Falcon Upgrade to Marine Falcon with Carrying Case	\$ 153.00
AFB	064-0063-00	Falcon Upgrade to Cordless Falcon with Carrying Case	\$ 153.00
AFB	N/A	Deduct Carrying Case from Falcon or Optional Falcon Upgrades	-\$91.00
AFC	N/A	Deduct Carrying Case from HR-12	-\$91.00
AFD	064-0082-00	ProLaser III Upgrade to LaserCam II with Printer (Includes ProLaser III, Camera, Tripod, and Case)	\$ 6,382.00
AFD	064-0082-01	ProLaser III Upgrade to LaserCam II without Printer (Includes ProLaser III, Camera, Tripod, and Case)	\$ 5,621.00
AFD	N/A	Deduct Carrying Case (only from ProLaser III)	-\$89.00
AFE	071-0065-45	Upgrade Eagle Dual K band Radar Unit to Dual KA band Radar Unit	\$ 203.00
AFE	N/A	Upgrade Eagle Corded Remote Control to Cordless Remote Control	\$ 102.00
AFF	071-0065-34	Deduct from Dual KA Band Eagle Plus Antenna to Single KA Band Eagle Plus Antenna	-\$300.00
AFF	N/A	Upgrade Eagle Plus Corded Remote Control to Cordless Remote Control	\$ 102.00
AFG	071-0065-14	Deduct from Dual KA Band Golden Eagle Antenna to Single KA Band Golden Eagle Antenna	-\$300.00
AFG	N/A	Upgrade Golden Eagle Corded Remote Control to Cordless Remote Control	\$ 102.00
AFH	064-0083-00	Deduct from Dual KA Band Directional Golden Eagle Antenna to Single KA Band Directional Golden Eagle Antenna	-\$300.00
AFH	N/A	Upgrade Directional Golden Eagle Corded Remote Control to Cordless Remote Control	\$ 102.00
AFJ	N/A	Upgrade Lensed Antenna radar to Direction Radar Unit	\$ 203.00
AFJ	200-1189-01	Axle Lock	\$ 87.00
AFJ	050-0454-00	Speed Sign Rack	\$ 92.00
AFJ	050-0427-00	Tamper Alarm	\$ 229.00
AFJ	N/A	Overspeed Blank (Speeds not displayed over operator-set limit)	\$ 107.00
AFJ	050-0342-01	Upgrade Powder Coat Wheels to Aluminum Wheels	\$ 229.00
AFJ	N/A	Traffic Statistics Computer Upgrade	\$ 3,045.00
AFJ	N/A	Solar Panel Upgrade	\$ 990.00
AFJ	064-9145-10	Amber Violator Alert (Speed display flashes when speed is over operator-set limit)	\$ 254.00

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AFK	N/A	Upgrade Lensed Antenna radar to Directional Radar Unit	\$ 203.00
AFK	200-1189-01	Axle Lock	\$ 87.00 ✓
AFK	050-0454-00	Speed Sign Rack	\$ 92.00 ✓
AFK	050-0427-00	Tamper Alarm	\$ 229.00
AFK	N/A	Overspeed Blank (Speeds not displayed over operator-set limit)	\$ 107.00
AFK	050-0342-01	Upgrade Powder Coat Wheels to Aluminum Wheels	\$ 229.00
AFK	N/A	Traffic Statistics Computer Upgrade	\$ 3,045.00
AFL	N/A	Upgrade Lensed Antenna radar to Directional Radar Unit	\$ 406.00
AFL	200-1189-01	Axle Lock	\$ 87.00
AFL	200-1563-00	Amber Violator Alert (Speed display flashes when speed is over operator-set limit)	\$ 254.00
AFL	050-0342-01	Upgrade Powder Coat Wheels to Aluminum Wheels	\$ 229.00
AFL	015-0541-00	Solar Panel	\$ 503.00
AFL	N/A	Traffic Statistics Computer	\$ 3,045.00
AFL	N/A	Overspeed Blank (Speeds not displayed over operator-set limit)	\$ 107.00
AFM	060-7900-xx	Upgrade VMS Model III to VMS Model II (from a 32" x 72" display to a 48" x 72" display)	\$ 1,577.00
AFM	060-7800-xx	Upgrade VMS Model III to VMS Model I (from a 32" x 72" display to a 48" x 96" display)	\$ 2,479.00
AFM	N/A	Tamper Alarm	\$ 229.00
AFM	N/A	Upgrade Powder Coat Wheels to Aluminum Wheels	\$ 229.00
AFM	N/A	Solar Upgrade (for Models I and II)	\$ 2,025.00
AFM	N/A	Solar Upgrade (for Model III)	\$ 1,518.00
AFM	N/A	Traffic Statistics Computer Upgrade	\$ 3,045.00
BFA	N/A	Upgrade Eyewitness Patrol Car Video System to include SureTalk 900 MHz Wireless Audio, In-Car Microphone and Overhead Console	\$ 107.00
BFA	072-4200-00	Eyewitness Patrol Car Video System with Stand Alone Monitor Upgrade to Overhead Console Unit	\$ 52.00
BFA	072-3200-00	Eyewitness Patrol Car Video System Upgrade to Overhead Console Unit with Maximum Security Vault	\$ 484.00
BFA	N/A	SureTalk 900MHz Wireless Audio Upgrade (1 Transmitter/1 Base Station)	\$ 259.00
BFA	N/A	SureTalk 900MHz Wireless Audio Upgrade (2 Transmitter/2 Base Station)	\$ 792.00
BFA	050-0572-00	SpeedSync Module for non-radar speed violation documentation	\$ 110.00
BFA	N/A	GPS Interface Upgrade	\$ 659.00
BFA	200-1467-80	Menu Security Upgrade	\$ 41.00
BFA	050-0354-01	In-car Microphone Kit	\$ 87.00
BFA	062-6002-00	Upgrade Standard Eyewitness to Motorcycle Eyewitness Unit	\$ 1,010.00
BFB	N/A	Digital Eyewitness DVD RAM Stand Alone Monitor Upgrade to Overhead Console Unit	No charge

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BFB	N/A	Digital Eyewitness DVD RAM Stand Alone Monitor System with cab mounted Media Vault System (instead of trunk mounted Maximum Security Vault) optional deduct	-\$475.00
BFB	N/A	Digital Eyewitness Removable Hard Drive Stand Alone Monitor System with cab mounted Media Vault System (instead of trunk mounted Maximum Security Vault) optional deduct	-\$693.00
BFB	N/A	Digital Eyewitness DVD RAM System with Overhead Console and cab mounted Media Vault System (instead of trunk mounted Maximum Security Vault)	-\$475.00
BFB	N/A	SureTalk 900MHz Wireless Audio Upgrade (1 Transmitter/1 Base Station)	\$ 259.00
BFB	N/A	SureTalk 900MHz Wireless Audio Upgrade (2 Transmitter/2 Base Station)	\$ 792.00
BFB	050-0572-00	SpeedSync Module for non-radar speed violation documentation	\$ 110.00
BFB	N/A	GPS Interface Upgrade	\$ 659.00
BFB	200-1467-80	Menu Security Upgrade	\$ 41.00
BFB	050-0354-01	In-car Microphone Kit Upgrade	\$ 87.00
BFB	N/A	Rear Console Camera Upgrade (Overhead Console Unit Only)	\$ 229.00
BFB	050-0634-00	Crash Record Activation	\$ 224.00
BFC	N/A	Digital Eyewitness NXT DVD RAM Stand Alone Monitor Upgrade to Overhead Console Unit	No charge
BFC	N/A	Digital Eyewitness NXT DVD RAM Stand Alone Monitor Deduct to Agency MDC Control Configuration instead of Stand Alone Monitor/Control Configuration	-\$456.00
BFC	N/A	Digital Eyewitness NXT DVD RAM Deduct to 40GB Removable Hard Drive (with choice of MPEG1, MPEG2, or MPEG4 compression)	-\$233.00
BFC	N/A	Digital Eyewitness NXT Overhead Console Unit with DVD RAM Deduct to 40GB Removable Hard Drive (with choice of MPEG1, MPEG2, or MPEG 4 compression)	-\$233.00
BFC	N/A	SureTalk 900MHz Wireless Audio Upgrade (1 Transmitter/1 Base Station)	\$ 259.00
BFC	N/A	SureTalk 900MHz Wireless Audio Upgrade (2 Transmitter/2 Base Station)	\$ 792.00
BFC	050-0572-00	SpeedSync Module for non-radar speed violation documentation	\$ 110.00
BFC	N/A	GPS Interface Upgrade	\$ 659.00
BFC	200-1467-80	Menu Security Upgrade	\$ 41.00
BFC	050-0354-01	In-car Microphone Kit Upgrade	\$ 87.00
BFC	N/A	Rear Console Camera Upgrade (Overhead Console Unit Only)	\$ 229.00
BFC	050-0634-00	Crash Record Activation	\$ 224.00
BFC	N/A	Wired Transfer Upgrade (only includes pricing for in-car hardware)	\$ 102.00
BFC	N/A	Wireless Transfer Upgrade (only includes pricing for in-car hardware)	\$ 508.00
BFC	N/A	Digital Eyewitness Media Manager Systems are specifically designed for individual agency's needs. Prices can be determined by contacting Kustom Signals, Inc. after customer-specific information is provided.	N/A

\*\*All options must be specified at time of initial order.

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Telecommunications		<i>[Signature]</i>	Date	
Department Head	Edward Jenkins	Executive Director	<i>[Signature]</i>	<b>5.1.06</b>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<b>5/11/06</b>	
Agenda Coordinator (include phone #): <b>Lisa Prunty Ext. 7342</b>					
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**

Authorize the purchase of IP based hardware and software upgrades to the telephone switching infrastructure for \$234,565.19 from Affiliated Communications through an existing Contract / Agreement with the Department of Information Resources (DIR), and authorizing the City Manager or his designee to execute all necessary documents. (DIR-VPC-03-029)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2005-06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	286,247	0	<b>286,247</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-234,565	0	<b>-234,565</b>
BALANCE	0	51,682	0	<b>51,682</b>

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

FUNDS ARE INCLUDED IN THE 2005-06 TECHNOLOGY FUND BUDGET FOR DIGITAL TELEPHONE REPLACEMENT HARDWARE. THE BALANCE OF FUNDS WILL BE USED FOR OTHER ITEMS RELATED TO THE PROJECT.

STRATEGIC PLAN GOAL: REPLACEMENT OF THE CURRENT DIGITAL PHONE SYSTEM HARDWARE AT CITY FACILITIES RELATES TO THE GOAL OF "SERVICE EXCELLENCE".

**SUMMARY OF ITEM**

Telecommunications recommends Council approve an expenditure of \$234,565.19 to Affiliated Communications through the State of Texas Department of Information Resources (DIR) for IP based hardware and software to upgrade the telephone switching infrastructure. The current switches are 15 years old and must be upgraded before we can utilize IP based telephone instruments. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. ( DIR-VPC-03-029)

List of Supporting Documents: Proposal; staff memo	Other Departments, Boards, Commissions or Agencies
---	--



To: David Stephens  
From: Edward Jenkins

Subject: Nortel Switch Upgrade

The telephone-switching infrastructure requires an update to support the latest telephone instrument on the market. We will be making the upgrade to the switching infrastructure so that it will be IP based. This will require hardware and software changes to the switches. The telephone switches are 15 years old and have not been updated to the new IP based system. The cost of the upgrade is \$218,686.44 which is cheaper than changing out the switches at a cost of \$5 million. We are also purchasing premium network services IP user extension license at a cost of \$15878.75 to work with the new software to test prior to changing all the phones in the city. We will ask for a supplement in next year's budget to purchase the telephone sets. The telecom department is recommending this be done to further the life of the current infrastructure and enhance services.

Edward Jenkins  
Support Services Manager  
04/05/2006

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**Customer Info:**

**Ship To: (if different)**

David Kidd  
City of Plano-City Hall  
1117 East 15th  
Plano, TX 75074

**Upgrade to Succession 4.5 Software**

**Scope of Work:**

Affiliated Communications will upgrade all 5 Meridian 1 platforms from the current release of 25.40B to Succession 4.5. This upgrade will include project management, pre-planning, installation (hardware/software), and testing.

**Pricing Summary:**

Municipal/City Hall	Option 81C	\$97,740.10
911 Call Center	Option 61C	\$6,128.13*
Davis Library	Option 61C	\$20,446.98
Service Center	Option 61C	\$46,470.70
Police Dept	Option 61C	\$47,900.54
<b>Total</b>		<b>\$218,686.44</b>

*Optional Equipment listed below*

**Considerations:**

- Affiliated will provide additional labor for this project in order to maintain a full time on-site technician for day to day service requirements as contracted obligated.
- Affiliated has confirmed that Avotus (formerly Switchview) is compliant with Succession 4.5.
- Plant Vesta has confirmed in writing that the existing Plant Vesta hardware/software is compliant with 4.5.
- The Meridian Home Office I/II (MHO) will not longer be supported with Succession 4.5.

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- All of the remaining station TN's at the Municipal Center (Option 81C) will have to be declared for future use or transfer to other sites. Since the Municipal Center qualifies for the max port charge (1200), there is no additional cost to declare the remaining TN's. All other site would have an additional charge to declare unused TN's since these sites do not meet the minimum of 1200 ports. There is cost associated with transferring TN's from site to site.
- Affiliated is a registered DIR reseller. (Contract # DIR-VPC-03-029)
- Pricing is good for 90 days from February 6, 2006.

Equipment List by Site

**Municipal Center/City Hall**

Qty	Part Number	Description	Unit	Extended
1	NTHU50DA	Cardcage Upgrade to CP PIV DC	14,742.00	14,742.00
2	NT5D12AH	Dual DTI/PRI T1 Card	5,137.86	10,275.72
2	NT6D41CA	PWR Supply DC CE CEPS-DC	1,787.60	3,575.21
1	NT6D80AC	Multi Purpose Serial Data Link	2,010.37	2,010.37
2	NT9D18AA	Side Trim Assy./Die Cast	78.62	157.25
2	NTCG03AC	Cable 4 CC-CDT12/DDP/DDP2	34.94	69.89
2	NTCG03AD	Cable Digital Trunk I/F 7ft	38.22	76.44
2	NTCK80AA	Cable Dual PRI to MSDL 6ft	81.90	163.80
1	NTE900PG	Opt81/81C FNF Upgrade	813.54	813.54
1	NTE900PJ	PBX 81C/1000M MG upg to CP PIV	813.54	813.54
1	NTHU37AA	Upg Network Group to FNF-Grp0	3,352.44	3,352.44
1	NTHU38AA	UPG NWK GRP TO FNF (NOT GP 0)	3,352.44	3,352.44
2	NTRB53AA	Clock Controller PC Pack	670.49	1,340.98
4	NTRC48AA	Cable 6.5 FIJI Fiber SonetRing	25.12	100.46
2	NTZC72AA	Dual Port DTI/PRI Package	5,361.72	10,723.44
6	P0605337	Panel cPCI Card Slot Filler	21.84	131.04
1	QPC414C	Enhanced Network Card Assy	894.35	894.35
1	NTE952MX	SW Upg MAX CHG (1200 Isms)	36,025.08	36,025.08
6	NTND14BB	Cable CNI to 3PE 8ft	93.91	563.47
6	NTND14BC	Cable CNI to 3PE 10ft	93.91	563.47
6	NTND14BD	Cable CNI to 3PE 12ft	100.46	602.78
6	NTND14BE	Cable CNI to 3PE 25ft	100.46	602.78
1		Installation/Support Services	6,789.60	6,789.60
			<b>Total</b>	<b>97,740.10</b>

**911 Call Center**

Qty	Part Number	Description	Unit	Extended
1	NTE952MN	SW Upg Min Charge (100 Isms)	3,003.00	3,003.00
1		Installation/Support Services	3,125.13	3,125.13
			<b>Total</b>	<b>6,128.13</b>

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### Davis Library

Qty	Part Number	Description	Unit	Extended
1	NT6D80AC	Multi Purpose Serial Data Link	2,010.37	2,010.37
1	NTCK80AA	Cable Dual PRI to MSDL 6ft	81.90	81.90
1	NTZC72AA	Dual Port DTI/PRI Package	5,361.72	5,361.72
304	NTE952LL	SW Upg to Cur Like for Like	30.58	9,295.10
1		Installation/Support Services	3,697.88	3,697.88
			<b>Total</b>	<b>20,446.98</b>

### Service Center

Qty	Part Number	Description	Unit	Extended
1	NTHU50DA	Cardcage Upgrade to CP PIV DC	14,742.00	14,742.00
1	NT5D12AH	Dual DTI/PRI T1 Card	5,137.86	5,137.86
1	NT6D80AC	Multi Purpose Serial Data Link	2,010.37	2,010.37
1	NTCK80AA	Cable Dual PRI to MSDL 6ft	81.90	81.90
1	NTE900PH	PBX 61C/1000M SG upg to CP PIV	813.54	813.54
1	NTZC72AA	Dual Port DTI/PRI Package	5,361.72	5,361.72
6	P0605337	Panel cPCI Card Slot Filler	21.84	131.04
440	NTE952LL	SW Upg to Cur Like for Like	30.58	13,453.44
1		Installation/Support Services	4,738.83	4,738.83
			<b>Total</b>	<b>46,470.70</b>

### Police Department

Qty	Part Number	Description	Unit	Extended
1	NTHU50DA	Cardcage Upgrade to CP PIV DC	14,742.00	14,742.00
2	NT6D41CA	PWR Supply DC CE CEPS-DC	1,787.60	3,575.21
1	NT6D80AC	Multi Purpose Serial Data Link	2,010.37	2,010.37
1	NTCK80AA	Cable Dual PRI to MSDL 6ft	81.90	81.90
1	NTE900PH	PBX 61C/1000M SG upg to CP PIV	813.54	813.54
1	NTZC72AA	Dual Port DTI/PRI Package	5,361.72	5,361.72
6	P0605337	Panel cPCI Card Slot Filler	21.84	131.04
536	NTE952LL	SW Upg to Cur Like for Like	30.58	16,388.74
1		Installation/Support Services	4,796.02	4,796.02
			<b>Total</b>	<b>47,900.54</b>

*R-5*

**Optional Equipment**

*Add IP Users with 2050 soft phone clients*

Qty	Part Number	Description	Unit	Extended
		<b>24 Users</b>		
2	NTDU41DA	Succession Media Card 32 Port -IP Line 3.1 / Voice Gateway	\$2,939.66	\$5,879.32
3	NTE905BA	8 Premium Network Services IP User Extension License	\$1,245.97	\$3,737.91
1	NTDW83AA	i2050 Soft Phone Client Pkg.	\$31.67	\$31.67
			<b>TOTAL</b>	<b>\$9,648.90</b>
		<b>32 Users (Add 8)</b>		
1	NTE905BA	8 Premium Network Services IP User Extension License	\$1,245.97	\$1,245.97
			<b>Total</b>	<b>\$10,894.87</b>
		<b>48 Users (Add 24)</b>	\$0.00	\$0.00
3	NTE905BA	8 Premium Network Services IP User Extension License	\$1,245.97	\$3,737.91
			<b>Total</b>	<b>\$13,386.81</b>
		<b>64 Users (Add 40)</b>	\$0.00	\$0.00
5	NTE905BA	8 Premium Network Services IP User Extension License	\$1,245.97	\$6,229.85
			<b>Total</b>	<b>\$15,878.75</b>
		<b>Optional Equipment</b>		
1	NTEX14MB	Nortel Mobile USB Headset Adapter with Monaural Headset	\$162.71	\$162.71

*R-6*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services	Initials	<i>JS</i>	Date
Department Head	David Stephens	Executive Director	<i>JS</i>	<b>5.01.06</b>
Dept Signature:	<i>David Stephens</i>	City Manager	<i>John E. Adams</i>	<b>5/2/06</b>
Agenda Coordinator (include phone #): <b>Lisa Prunty Ext. 7342</b>				
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				
<b>CAPTION</b>				
Purchase from existing Contract / Agreement to authorize the purchase and installation of personal computers and laptops with related software, in the amount not to exceed \$728,253 from Gateway Companies, Inc. through the Department of Information Resources (DIR) and authorizing the City Manager or his designee to execute all necessary documents. ( DIR-VPC-03-016 )				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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): <b>PC REPLACEMENT FUND, GENERAL FUND, TECHNOLOGY FUND, OTHER FUNDS</b>				
<b>COMMENTS:</b> This item approves price quotes. Expenditures will be made from various cost centers within the approved budget appropriations for 2005-06. The estimated annual amount is \$782,253, based on expected laptop and PC equipment purchases, additions and replacements. Funds are included in the FY 2005-06 operating budget for PC and laptop replacements and new additions.				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve the purchase of the FY2005-06 budget approved new and replacement desktop workstations, new and replacement laptops in the amount not to exceed \$782,253 as part of the on-going 3-year replacement cycle, this years emphasis is on the replacement of all PC's and laptops that were purchased prior to September 30, 2003. The city is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D and the local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-VPC-03-016)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
<i>Smith Memo dated May 1, 2006</i>				

**MEMORANDUM**

DATE: May 1, 2006  
TO: Dave Stephens, Director, Technology Services  
FROM: Cindy Smith, Desktop Manager  
SUBJECT: Council Agenda Item for New and Replacement PCs

As recommended by the Information Services Master plan to replace pcs on a 3-year replacement cycle, attached is the agenda item for an amount not to exceed \$782,253 for the purchase and installation of personal computers and laptops. We are also projecting an additional 60 new pcs to be purchased from the requesting department budgets and approval to purchase 20 Public Safety CAD machines from the Technology Services Fund.

Gateway Companies, Inc is listed in the State DIR; therefore, all State law competitive bid requirements have been met. We have been pleased with Gateway's product and services. I have enclosed the specifications for this year's replacement which also includes a 17" LCD flat panel. As technology keeps improving, Gateway will continue to give us one model down from the top of the line.

Enclosures

*l-2*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works / Michael Rapplear <i>MR</i>	Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>JF</i>	4-27-06
Dept Signature:	<i>J.B. Foster</i>	City Manager	<i>SM</i>	4/27/06
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>				
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				
<b>CAPTION</b>				
<i>To Northstar Construction, Inc., increasing the contract by \$100,748.76 for the 2004-2005 Arterial Concrete Replacement Project, Independence Parkway – 190 to Parker Road and Willow Bend Drive from Plano Parkway to Park Blvd., Project No. 5592, Change Order No. 1, Bid No. B 132 - 05.</i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,936,594	4,029,406	1,800,000	<b>7,766,000</b>
Encumbered/Expended Amount	-1,936,594	-2,921,115	0	<b>-4,857,709</b>
This Item	0	-100,749	0	<b>-100,749</b>
<b>BALANCE</b>	0	1,007,542	1,800,000	<b>2,807,542</b>
FUND(S):    CAPITAL RESERVE				
<b>COMMENTS:</b> Funds are included in the 2005-06 Capital Reserve Fund. This item, in the amount of \$100,749, will leave a current year balance of \$1,007,542, for the Arterial Concrete Replacement project.				
<b>STRATEGIC PLAN GOAL:</b> Arterial concrete replacement relates to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
This change order is for additional arterial concrete pavement repairs in the Project area. As construction progressed, additional sections of deteriorated pavement were found that were not included in the original scope of the contract.				
Staff recommends approval of Change Order No. 1. The total Contract will be \$872,883.76, which is a 13.05% increase of the original contract amount of \$772,135.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 1				

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CHANGE ORDER NO. 1

**2004 – 2005 ARTERIAL CONCRETE REPLACEMENT PROJECT**  
**INDEPENDENCE PKWY – 190 TO PARKER ROAD**  
**WILLOW BEND DR. – PLANO PKWY TO PARK BLVD**  
**PROJECT NO. 5592**  
**PURCHASE ORDER NO. 102822**  
**CIP NO.35-51131**  
**BID NO. B132- 05**

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 **NORTHSTAR CONSTRUCTION, INC** for the **2004 – 2005 ARTERIAL CONCRETE REPLACEMENT PROJECT, INDEPENDENCE PARKWAY AND WILLOW BEND DRIVE**, dated May 23, 2005.

B. DESCRIPTION OF CHANGE

The change order is for additional quantities of pavement repair on Independence Pkwy., and Willow Bend Drive. As the project progressed, additional locations needing repair were identified that were not included in the original contract.

C. EFFECT OF CHANGE

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

100	Full Depth Saw Cut	11,500	19,372.70	SF	\$2.30	\$18,107.21
101	Butt Joint	11,500	19,372.70	SF	\$2.75	\$21,649.93
102	Street Header	5,000	6,504.20	SY	\$12.00	\$18,050.40
103	R/D Existing Concrete Paving	8,500	9,431.44	SY	\$10.50	\$9,780.12
104	10" Concrete Paving	8,500	9,431.44	SY	\$54.00	\$50,297.76
105	F/I 6" Monolithic Curb	4,500	4,184.40	LF	\$3.50	-\$1,104.60
106	Monolithic Median Nose	3	1.00	EACH	\$1,700.00	-\$3,400.00
107	F/I 4 x 4 Clr Buttons	1,100	140.00	EACH	\$3.60	-\$3,456.00
108	F/I White Ceramic Buttons	4,500	650.00	EACH	\$3.00	-\$11,550.00
109	Vehicle Detector Loop	4	0.00	EACH	\$1,000.00	-\$4,000.00
110	Crack Seal Material	1,000	633.00	LF	\$1.90	-\$697.30
111	Construction Barricading	1	1.13	LS	\$45,000.00	\$5,850.00
112	Erosion Control	1	1.00	LS	\$3,600.00	\$0.00
113	Median Brick Paving	100	0.00	SF	\$8.00	-\$800.00
114	Median Concrete Paving	110	227.60	SF	\$5.00	\$588.00
115	R/R Concrete Sidewalk	2,000	3,058.31	SF	\$4.00	\$4,233.24
116	Barrier Free Ramp A	1	0.00	EACH	\$1,000.00	-\$1,000.00
117	Barrier Free Ramp B	1	0.00	EACH	\$900.00	-\$900.00
118	Barrier Free Ramp C	1	0.00	EACH	\$900.00	-\$900.00
119	Barrier Free Ramp D	1	1.00	EACH	\$850.00	\$0.00
	<b>TOTAL:</b>					<b>\$100,748.76</b>

*M-2*

04-05 Arterial Concrete Replacement Project, Independence and Willow Bend

Original Contract Amount	\$	<u>772,135.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>772,135.00</u>
<b>Amount, Change Order No. 1</b>	<b>\$</b>	<b><u>100,748.76</u></b>
<b>Revised Contract Amount</b>	<b>\$</b>	<b><u>872,883.76</u></b>
<b>Total Percent Increase Including Previous Change Orders</b>		<u>13.05%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 15 day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
<b>Amount, Change Order No. 1</b>	<u>15 working days</u>
<b>Revised Contract Time</b>	<u>135 working days</u>
<b>Total Percent Increase Including Previous Change Orders</b>	<u>12.50%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and **NORTHSTAR CONSTRUCTION, INC.**, do hereby agree to append this Change Order No. 1 to the original contract between them selves, dated May 23, 2005.

**OWNER: CITY OF PLANO**

**NORTHSTAR CONSTRUCTION, INC.  
A TEXAS CORPORATION**

By: \_\_\_\_\_

By: Michael A. Heimlich

Print Name: \_\_\_\_\_

Print Name: Michael Heimlich

Print Title: \_\_\_\_\_

Print Title: Vice President

Date: \_\_\_\_\_

Date: APRIL 18, 2006

APPROVED AS TO FORM:

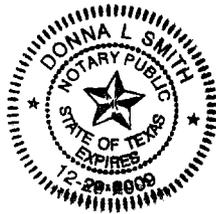
By: \_\_\_\_\_  
Diane C. Wetherbee, City Attorney

*M-3*

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 18<sup>TH</sup> day of APRIL, 2006, by **MICHAEL HEIMLICH, VICE PRESIDENT, NORTHSTAR CONSTRUCTION, INC.**, a Texas corporation, on behalf of said corporation.



Donna L. Smith  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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

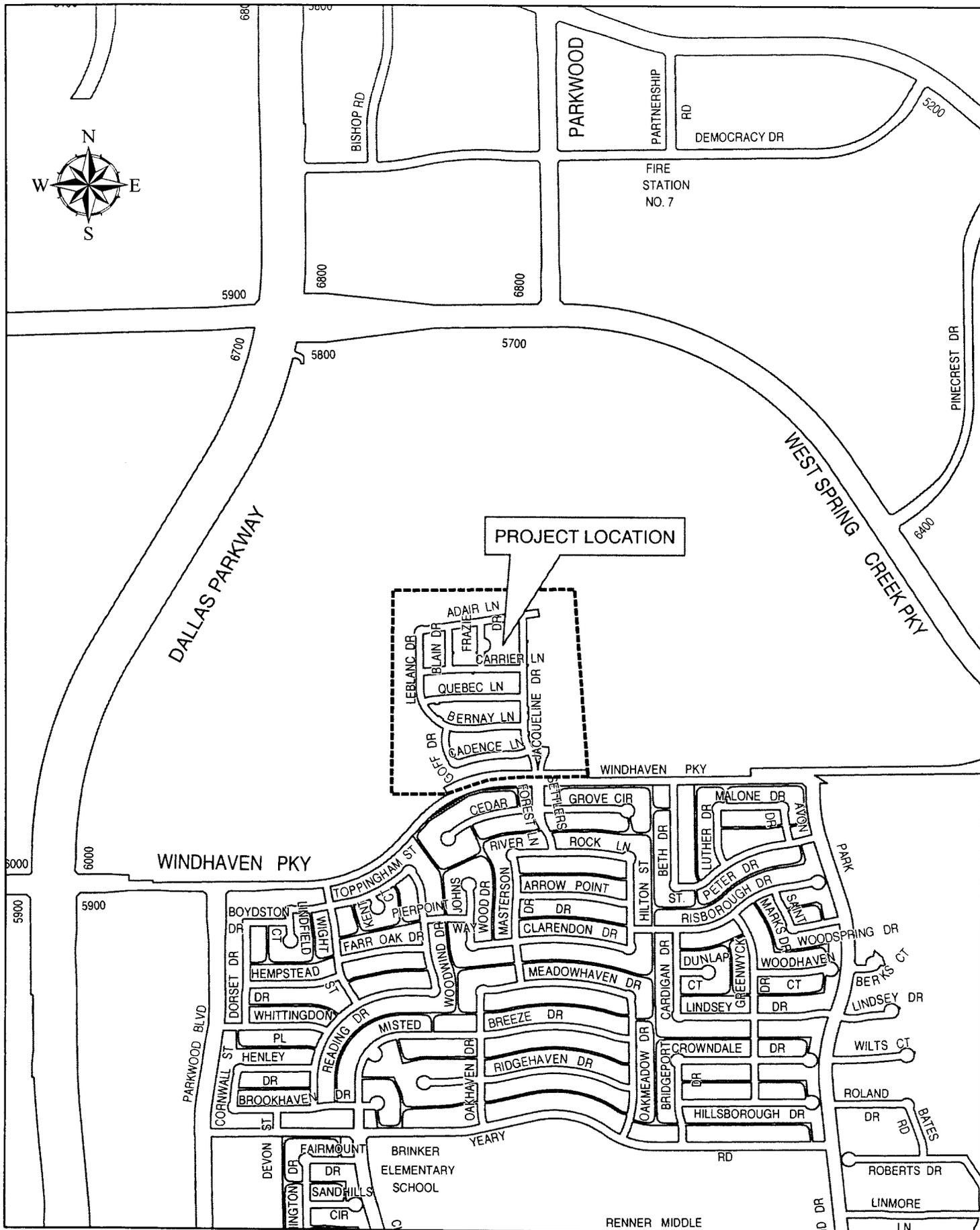
M-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5-8-06</b>	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>	<b>5/11/06</b>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<b>5/11/06</b>
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5597	
<b>ACTION REQUESTED:</b> <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 REIMBURSEMENT OF OVERSIZE				
<b>CAPTION</b>				
Approving and authorizing reimbursement to Windhaven Development, Ltd. for oversized participation for paving improvements in Windhaven Parkway associated with the construction of Avignon on Windhaven in the amount of \$38,860.98.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		1,160,239	763,761	600,000
Encumbered/Expended Amount		-1,160,239	-245,125	0
This Item		0	-38,861	0
<b>BALANCE</b>		<b>0</b>	<b>479,775</b>	<b>600,000</b>
<b>FUND(s): STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2005-06 Street Improvement CIP. This item, in the amount of \$38,861, will leave a current year balance of \$479,775 for the Oversized Participation projects.				
<b>STRATEGIC PLAN GOAL:</b> Oversized participation relates to the City's Goals of Safe, Efficient Travel and Safe, Livable Neighborhoods.				
<b>SUMMARY OF ITEM</b>				
In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Windhaven Development, Ltd. is due for oversized paving improvements in Windhaven Parkway in conjunction with Avignon on Windhaven. The construction has been 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 April 21, 2006 from Chief Engineer Letter dated April 18, 2006 from City Engineer Exhibits A & C Location Map			Other Departments, Boards, Commissions or Agencies n/a	

# AVIGNON ON WINDHAVEN



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## LOCATION MAP

**EXHIBIT "A"**

**EXCAVATION - WINDHAVEN PARKWAY**

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Earthwork (Excavation & Export)	382	C.Y.	\$ 1.70	\$ 649.40
				<b>\$ 649.40</b>

**PAVING - WINDHAVEN PARKWAY**

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Subgrade Preparation	1,080	S.Y.	\$ 1.90	\$ 2,052.00
Lime (36 #/S.Y.)	19	TON	\$ 91.00	\$ 1,729.00
8" Reinf. Conc. Pavement - 5000 PSI (incl. base)	982	S.Y.	\$ 24.80	\$ 24,353.60
Barrier Free Ramp	1	EA.	\$ 900.00	\$ 900.00
Install Street Barricade	25	L.F.	\$ 33.00	\$ 825.00
Street Header	15	L.F.	\$ 5.00	\$ 75.00
Dowel into Existing Concrete Pavement	137	L.F.	\$ 5.70	\$ 780.90
2" PVC Street Light Conduit	89	L.F.	\$ 13.20	\$ 1,174.80
Type "A" Pull Box	2	EA.	\$ 495.00	\$ 990.00
4' Curlex Mat (along median opening)	137	L.F.	\$ 1.10	\$ 150.70
Sawcut	137	L.F.	\$ 2.30	\$ 315.10
Pavement Buttons	26	EA.	\$ 8.80	\$ 228.80
Landscape Maintenance Ramp (per City Detail)	1	EA.	\$ 400.00	\$ 400.00
Median Paving Stone (Per City Detail)	105	S.F.	\$ 19.40	\$ 2,037.00
				<b>\$ 36,011.90</b>

**SUMMARY OF PROJECT COSTS**

DESCRIPTION	TOTAL COST
Excavation	\$ 649.40
Paving	\$ 36,011.90
6% Engineering Cost	\$ 2,199.68
<b>GRAND TOTAL</b>	<b>\$ 38,860.98</b>

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**EXHIBIT "C"**

**EXCAVATION - WINDHAVEN PARKWAY**

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Earthwork (Excavation & Export)	2,650	C.Y.	\$ 1.70	\$ 4,505.00
				<b>\$ 4,505.00</b>

**PAVING - WINDHAVEN PARKWAY**

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Subgrade Preparation	3,625	S.Y.	\$ 1.90	\$ 6,887.50
Lime (36 #/S.Y.)	65	TON	\$ 91.00	\$ 5,915.00
8" Reinf. Conc. Pavement - 5000 PSI (incl. base)	3,295	S.Y.	\$ 24.80	\$ 81,716.00
Barrier Free Ramp	2	EA.	\$ 900.00	\$ 1,800.00
Install Street Barricade	100	L.F.	\$ 33.00	\$ 3,300.00
Street Header	54	L.F.	\$ 5.00	\$ 270.00
Remove Curb and Gutter and Connection to Exist. Pavement	273	L.F.	\$ 6.00	\$ 1,638.00
Dowel into Existing Concrete Pavement	273	L.F.	\$ 5.70	\$ 1,556.10
Inlet Filters	1	EA.	\$ 220.00	\$ 220.00
Street Signs	4	EA.	\$ 330.00	\$ 1,320.00
2" PVC Street Light Conduit	89	L.F.	\$ 13.20	\$ 1,174.80
Type "A" Pull Box	2	EA.	\$ 495.00	\$ 990.00
4' Curlex Mat (along both sides of roadway)	2,225	L.F.	\$ 1.10	\$ 2,447.50
Extend Existing NTMWD S.S. Manhole to Match Proposed Grade	1	EA.	\$ 3,500.00	\$ 3,500.00
Sawcut	340	L.F.	\$ 2.30	\$ 782.00
Pavement Buttons	52	EA.	\$ 8.80	\$ 457.60
Traffic Control During Paving Operations	1	L.S.	\$ 3,300.00	\$ 3,300.00
Landscape Maintenance Ramp (per City Detail)	2	EA.	\$ 400.00	\$ 800.00
Median Paving Stone (Per City Detail)	210	S.F.	\$ 19.40	\$ 4,074.00
Performance and Payment Bond	1	L.S.	\$ 1,370.00	\$ 1,370.00
				<b>\$ 123,518.50</b>

**SUMMARY OF PROJECT COSTS**

DESCRIPTION	TOTAL COST
Excavation	\$ 4,505.00
Paving	\$ 123,518.50
<b>GRAND TOTAL</b>	<b>\$ 128,023.50</b>

22-4



April 18, 2006

at Evans  
Mayor  
cott Johnson  
Mayor Pro Tem  
ally Magnuson  
Deputy Mayor Pro Tem  
hep Stahel  
Place 1  
oretta Ellerbe  
Place 3  
arry LaRosiliere  
Place 5  
an Callison  
Place 7

omas H. Muehlenbeck  
City Manager

Acres of Sunshine Ltd.  
800 Central Parkway East, Suite 100  
Plano, Texas 75074

**Re: Avignon on Windhaven Phase I  
Project No. 5597**

Gentlemen:

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

A Maintenance Bond has been received from Rodman Paving, Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Building Permits are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan Upchurch, P.E.  
City Engineer

Is

xc: Building Inspection - Keith Schmidt, Anthony Han, Charles Hart, Mamie Free, Cliff Bormann  
Planning - Charles Alexander, Melody Spencer  
Engineering - Warren Laney, Irene Pegues  
Public Works - Dale Pettit  
Utility Operations - David Ratcliff  
Parks - Jim Fox  
Verizon  
Southwestern Bell (2 locations)  
Kimley-Horn & Associates, Inc.  
Rodman Paving, Inc.

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## **MEMORANDUM**

---

**Date:** April 21, 2006  
**To:** Melody Morgan, CIP Budget Coordinator  
**From:** Charles Davis, Chief Engineer/Private Development   
**Subject:** Avignon on Windhaven Addition  
Project No. 5597

We have now accepted the improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated June 10, 2005 reimbursement for oversize paving improvements in Windhaven Parkway in the amount of \$38,860.98 is due to Windhaven Development, Ltd.

CD/dd

xc: Alan Upchurch, City Engineer  
Charles Davis, Chief Engineer/Private Development





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/8/06</b>	Reviewed by Legal <i>JNY</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>Glenna Hayes</i>	<i>4/26/06</i>
Agenda Coordinator (include phone #): <b>Glenna Hayes x 7074</b>				
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				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas, approving the purchase of Paratech pneumatic shoring equipment and high pressure air bags from Metro Fire Apparatus Specialists Inc., 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.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>05/06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0		0
Encumbered/Expended Amount		0	0	0
This Item		0	78,585	78,585
BALANCE		0	78,585	78,585
<b>FUND(S): GRANT FUND</b>				
Comments: Funds are available in the 2005 UASI Homeland Security Grant Fund for the purchase of Paratech pneumatic shoring equipment and high pressure air bags. The balance of funds will be used for other equipment purchases and items as allowed under the UASI grant.				
STRAGIC PLAN GOAL: Rescue equipment relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff requests Council approval to purchase pneumatic shoring equipment and high pressure air bags from Metro Fire Apparatus Specialists Inc., a sole source provider; as a part of a 2005 Homeland Security Grant project.				
List of Supporting Documents: Sole Source Resolution; Quote		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF PARATECH PNEUMATIC SHORING RESCUE EQUIPMENT AND HIGH PRESSURE AIR BAGS IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$78,585.00) FROM METRO FIRE APPARATUS SPECIALISTS INC., THE SOLE SOURCE VENDOR OF SUCH EQUIPMENT AND SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a quotation from Metro Fire Apparatus Specialists Inc., for the purchase of Paratech brand pneumatic shoring rescue equipment and high pressure bags; and

**WHEREAS**, the City relies on Paratech to provide equipment that has complete compatibility and interoperability for joint Dallas County, Collin County and City of Plano USAR efforts; and

**WHEREAS**, Paratech represents it has assigned an exclusive distributorship to Metro Fire Apparatus Specialists Inc. for the equipment desired; and

**WHEREAS**, the City Council thus finds that the components, service and equipment needed is available from only one source, Metro Fire Apparatus Specialists Inc., and therefore the purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Governmental Code, Section 252.022(a)(7)*.

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

**Section I.** The City Council hereby finds and determines that Metro Fire Apparatus Specialists Inc. is the sole source provider for the pneumatic shoring rescue equipment and high pressure air bags, and said purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

**Section II.** The City Manager or his designee is hereby authorized to take such action and execute such documents with Metro Fire Apparatus Specialists Inc., the sole source provider, as necessary to effectuate the purchase of additional such rescue and safety products in an amount not to

exceed the sum of **SEVENTY EIGHT THOUSAND, FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$78,585.00)**.

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

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006,

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

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6125 Nordling Road  
Houston, TX 77076  
(713) 692-0911 Phone  
(713) 692-1591 Fax

# QUOTE

Number	11523-0
Quote Date	04/17/2006
Page	1

Bill to: PLANO FIRE DEPARTMENT  
P O BOX 860279  
PLANO, TX 75086-0279

Ship to: PLANO FIRE DEPARTMENT  
1901 AVENUE K  
PLANO, TX 75074-

Cust Code		Ordered By		Salesman		Job/Rel#		Customer PO		Wanted Date	
PLA001		JON SCOTT		JON SCOTT						04/20/2006	
Entered By		FOB		Ship Via		Terms					
JON SCOTT		SHIPPING POINT				NET 20 DAYS					
Quantity	U/M	Item #	Description	Price	Extension	Order	Ship	Back			
1	EA	PAR-22-796900	US&R RESCUESTRUT SYSTEM	50435.5000	50435.50	1	1	1			
4	EA	PAR-22-796180A	12" X 12" RIGID BASE ASSEMBLY	253.6500	1014.60	4	4	4			
10	EA	PAR-22-796134	4" X 4" STRUT CHANNEL BASE	83.6000	836.00	10	10	10			
6	EA	PAR-22-796136	6" X 6" STRUT CHANNEL BASE	92.1500	552.90	6	6	6			
2	EA	PAR-22-796486	FLYING RAKER SET INCLUDES: (2) 22-796348 ADJ. BRACES (2) 22-796250 RAKER RAIL LATCH (2) 22-796330 CLAMP & CLEVIS	1656.8000	3313.60	2	2	2			
2	EA	PAR-22-796484	RACKER CENTER BRACE KIT INCLUDES: (2) 22-796350 ADJ. BRACE B57 (2) 22-796280 RAIL JUNCTION (2) 22-796330 CLAMP & CLEVIS	1856.3000	3712.60	2	2	2			
1	EA	PAR-22-887104K	14 TON LIFT KIT MEDIUM PRESSURE AIR CUSHION KIT.	8084.5000	8084.50	1	1	1			
2	EA	PAR-22-888195	KPI-55 55 TON KEVLAR AIR BAG 32" X 32" 118PSI WORK PRESSURE	1876.2500	3752.50	2	2	2			
1	EA	PAR-22-889097	MODEL 97 (6) LIFT BAG SET (1) KPI-8 / (1) KPI-10 (1) KPI-12 / (1) KPI-17 (1) KPI-22 / (1) KPI-28	4180.0000	4180.00	1	1	1			
1	EA	PAR-22-890300	MASTER CONTROL PACKAGE 890900 DUAL DEADMAN CONTROLLER (5) 16' AIR HOSES 6000PSI PRESSURE REGULATOR FITTINGS, CARRYING CASE	2265.7500	2265.75	1	1	1			
4	EA	PAR-22-890490	INLINE RELIEF VALVE	109.2500	437.00	4	4	4			

SubTotal 78,584.95

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>05/08/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration		Initials	Date	
Department Head	Mark Israelson		Asst City Manager	<i>[Signature]</i> 5-15-06	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 5/15/06	
Agenda Coordinator (include phone #):	<b>Becky Rodgers x5105</b>				
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					
<b>CAPTION</b>					
Approving and authorizing refunds of property tax overpayments.					
<b>FINANCIAL SUMMARY</b>					
<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.					
<b>SUMMARY OF ITEM</b>					
Attached for your approval are property tax refunds totalling \$1,276.81.					
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.

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

DULY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

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FIDO	Account Number	Year	GF / Loan
201695	R-0249-001-0330-1	2005	061957721AS
TEXAS UNITED TITLE INC 4131 SPICEWOOD SPRINGS #C4 AUSTIN, TX 78759			
	.23 City of Plano		\$264.63
319427	R-2949-00A-0040-2	2005	0134155753
SUNTRUST MORTGAGE INC PO BOX 26149 RICHMOND, VA 23260-6149			
	.23 City of Plano		\$407.66
366200	R-1373-001-0110-1	2005	
TURNER JAMES E MR OR MRS 326 HIDE A WAY LANE CENTRAL LINDALE, TX 75771			
	.23 City of Plano		\$33.83

Batch Total: \$706.12

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FIDO	Account Number	Year	GF / Loan
116118	R-8569-00A-0120-2	2005	7-0060999521
WELLS FARGO HOME MORTGAGE ATTN REFUNDS DEPT PO BOX 14506 DES MOINES, IA 50306-9395 23 City of Plano			\$136.05
FIDO	Account Number	Year	GF / Loan
116118	R-8569-00C-0060-2	2005	7-0060120698
WELLS FARGO HOME MORTGAGE ATTN REFUNDS DEPT PO BOX 14506 DES MOINES, IA 50306-9395 23 City of Plano			\$136.05
FIDO	Account Number	Year	GF / Loan
116118	R-8569-00C-0070-2	2005	7-0061536587
WELLS FARGO HOME MORTGAGE ATTN REFUNDS DEPT PO BOX 14506 DES MOINES, IA 50306-9395 23 City of Plano			\$136.05
FIDO	Account Number	Year	GF / Loan
312618	R-0340-019-002B-1	2003	
GAY MCCALL & ISAACKS 777 E 15TH ST PLANO, TX 75074 23 City of Plano			\$162.54
			<b>Batch Total: <u><u>\$570.69</u></u></b>

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>05/08/2006</b>		Reviewed by Legal <i>ms</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Police Department			Date	
Department Head	Gregory W. Rushin <i>GR</i>	Executive Director	<i>[Signature]</i>	<i>5/10/06</i>	
Dept Signature:	<i>[Signature]</i> (for G.R.)	City Manager	<i>[Signature]</i>	<i>5/11/06</i>	
Agenda Coordinator (include phone #): <b>Pam Haines, ext. 2526</b>					

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

**CAPTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR A "CLICK IT OR TICKET" PROJECT, TO BE CONDUCTED DURING MEMORIAL DAY HOLIDAY PERIOD; AUTHORIZING THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE ACTION TAKEN; AND PROVIDING AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	10,000	0	10,000
<b>BALANCE</b>	0	10,000	0	10,000

**FUND(S):**    **GENERAL FUND**

**COMMENTS:** The grant contract provides revenue in the amount of \$10,000 for Police Officer Overtime during a campaign period of May 1, 2006 through June 30, 2006. The "Click It" program encourages increased compliance of seat belt usage through increased enforcement and public information and education efforts. Overtime costs will be paid through the Grant Fund, and benefits related to the overtime expenditures will be absorbed in the FY 2005-06 Police Department General Fund Budget.

**STRATEGIC PLAN GOAL:** The increased enforcement of seat belt usage relates to the City's Goal of a "Premier City for Families" and "Safe, Efficient Travel".

**SUMMARY OF ITEM**

The State of Texas, acting by and through the Texas Department of Transportation, offered the City of Plano a grant totaling \$10,000, described as "Click It or Ticket" (CIOT) Selected Traffic Enforcement Program. The effective grant period is May 1, 2006 through June 30, 2006. The grant provides funding for overtime police officers to enhance enforcement and public information and education efforts.

List of Supporting Documents:  
Resolution, Grant Agreement

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR A "CLICK IT OR TICKET" PROJECT, TO BE CONDUCTED DURING MEMORIAL DAY HOLIDAY PERIOD; AUTHORIZING THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE ACTION TAKEN; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City was presented a proposed Agreement by and between City of Plano and the Texas Department of Transportation, 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 are in the best interests of the citizens of Plano and thereof should be ratified.

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

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

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

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

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Resolution No. \_\_\_\_\_

Page 2

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

<b>— For TxDOT Use Only —</b>	
<input checked="" type="checkbox"/> Federal Pass Through Grant Funds CFDA #20.600 <input type="checkbox"/> State Grant Funds	Misc. Contract Number: _____ Charge Number: _____ Project Year: <u>n/a</u>

PIN (14 characters only): 17560006409000

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

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

- |   |  |
|---|--|
| <input type="checkbox"/> State Agency<br><input checked="" type="checkbox"/> Unit of Local Government<br><input type="checkbox"/> Other (describe): _____ | <input type="checkbox"/> Non-Profit Organization<br><input type="checkbox"/> Educational Institution |
|---|--|

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 2006.

**Project Title:** STEP - CIOT

**Brief Project Description:** To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period.

**Grant Period:** The Grant becomes effective on May 1, 2006, or on the date of final signature of both parties, whichever is later, and ends on June 30, 2006 unless terminated or otherwise modified.

**Maximum Amount Eligible for Reimbursement:** \$10,000.

The following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Mailing Addresses
- Attachment B, General Terms and Conditions (TxDOT Form 1854)
- Attachment C, Project Description (TxDOT Form 2076)
- Attachment D, Action Plan (TxDOT Form 1852)
- Attachment E, Project Budget (TxDOT Form 2077 or 2077-LE)
- Attachment F, Operational Plan (TxDOT Form 2109) (for Selective Traffic Enforcement Program grants only)

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**EXHIBIT "A" OF RESOLUTION NO. \_\_\_\_\_**

Project Title: STEP – CIOT

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

**THE SUBGRANTEE**

City of Plano  
[Legal Name of Agency]

By \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

Under authority of Ordinance or Resolution  
Number (for local governments):

\_\_\_\_\_

**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 orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_

District Engineer  
Texas Department of Transportation  
(For local project grants under \$100,000 or for grants of \$100,000 or more that are recommended for approval.)

Date: \_\_\_\_\_

By \_\_\_\_\_

Director, Traffic Operations Division  
Texas Department of Transportation  
(Not required for local project grants under \$100,000.)

Date: \_\_\_\_\_

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Project Title: STEP – CIOT

**Mailing Addresses**

For the purpose of this agreement, the **following addresses shall be used to mail all required notices, reports, claims, and correspondence.** (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

**For Subgrantee (Project Director):**

**Name:** Chris Curd

**Title:** Sergeant

**Organization:** City of Plano

**Address:** PO Box 860358

Plano, TX 75086-0358

**Phone:** 972-208-8055

**Fax:** 972-208-8052

**E-mail:** christopherc@plano.gov

**Note:** Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

**For Texas Department of Transportation:**

**Name:** Pat Hickman

**Title:** TSS

**Organization:** Texas Department of Transportation

**Address:** 4777 E. Hwy 80

Mesquite, TX 75150

**Phone:** 214-320-6235

**Fax:** 214-320-6568

**E-mail:** phickma@dot.state.tx.us

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Form 2077-LE (rev. 3/15/2006)  
Page 1 of 2

# Traffic Safety Project Budget

(for Law Enforcement Projects)

**Project Title:** STEP - CIOT

**Name of Subgrantee:** City of Plano

**Fiscal Year:** 2006

Check here if this is a revised budget.  
Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
--------------	-------------------------------	--------------

**Budget Category I – Labor Costs**

**(100) Salaries**

Overtime or  Regular Time

Salary rates are estimated for budget purposes only.  
Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.  
List details:

**A. Enforcement (overtime)**

1. Officers/Deputies: <u>125.00</u> hrs. @ <u>\$45.45</u> per hr.	5,681	5,681
2. Sergeants: <u>50.00</u> hrs. @ <u>\$53.56</u> per hr.	2,678	2,678
3. Lieutenants/Other: <u>22.00</u> hrs. @ <u>\$61.04</u> per hr.	1,343	1,343

**B. PI&E Activities (overtime)**

See Grant Instructions.  
\_\_\_\_\_ hrs. @ \$\_\_\_\_\_ per hr. 0

**C. Other (i.e., overtime staff, supervisory support, conducting surveys)**

See Grant Instructions.  
Specify: supervisory support, conducting surveys  
5.56 hrs. @ \$53.56 per hr. 298

**Total Salaries** 10,000      0      10,000

**(200) Fringe Benefits\***

Specify fringe rates:

A. Overtime: _____%	0
B. Part-Time: _____%	0
C. Regular Time: _____%	0

**Total Fringe Benefits** 0      0      0

**I. Total Labor Costs (100 + 200)**.....

10,000      0      10,000

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\* **Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

Fiscal Year: 2006

Check here if this is a revised budget.

Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

**Budget Category II – Other Direct Costs**

	<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
<b>(300) Travel*</b>			
Reimbursements will be in accordance with Subgrantee's travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.			
A. Travel and Per Diem (includes conferences, training workshops, and other non-enforcement travel) .....			0
B. Subgrantee Enforcement Vehicle Mileage:			
Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the applicable state mileage reimbursement rate as established by the Legislature in the travel provisions of the General Appropriations Act. Documentation of cost per mile is required prior to reimbursement.			
_____ miles @ \$_____ per mile.....			0
<b>Total Travel</b> .....	<b>0</b>	<b>0</b>	<b>0</b>
<b>(400) Equipment*</b> .....			<b>0</b>
<b>(500) Supplies*</b> .....			<b>0</b>
<b>(600) Contractual Services*</b> .....			<b>0</b>
<b>(700) Other Miscellaneous*</b>			
A. Registration fees (training, workshops, conferences, etc.).....			0
B. Public information & education (PI&E) materials .....			0
1. Educational items = \$ _____ (eg.: brochures, bumper stickers, posters, fliers, etc.)			
2. Promotional items = \$ _____ (eg.: key chains, magnets, pencils, pens, mugs, etc.)			
C. Other .....			0
<b>Total Other Miscellaneous</b> .....	<b>0</b>	<b>0</b>	<b>0</b>
<b>II. Total Other Direct Costs (300 + 400 + 500 + 600 + 700)</b> .....	<b>0</b>	<b>0</b>	<b>0</b>
<b>Budget Category III – Indirect Costs</b>			
<b>(800) Indirect Cost Rate*</b> (at _____%).....			<b>0</b>
<b>Summary:</b>			
<b>Total Labor Costs</b> .....	<b>10,000</b>	<b>0</b>	<b>10,000</b>
<b>Total Other Direct Costs</b> .....	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Indirect Costs</b> .....	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total (I+II+III)</b> .....	<b>10,000</b>	<b>0</b>	<b>10,000</b>
<b>Fund Sources (Percent Share)</b> .....	<b>100.00%</b>	<b>0.00%</b>	

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\* **Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

Attachment F

**TRAFFIC SAFETY OPERATIONAL PLAN**

FY06 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	Enforcement Period
1. Occupant Protection Jurisdiction wide (Daylight hours)	Memorial Day Holiday May 22 – June 4, 2006

<b>FY 06 Memorial Day Holiday CIOT STEP Schedule</b>			
<b>Pre-Surveys</b> From date of grant execution through May 7 <sup>th</sup>	<b>Pre-Media Campaign</b> May 8 - May 21	<b>Enforcement Blitz</b> May 22 - June 4	<b>Post-surveys</b> June 5 - June 11
			<b>Post-Media Campaign</b> June 12 - June 17

**Description of Activities**

**Pre-Surveys** (From date of grant execution through May 7<sup>th</sup>)

Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at [www.buckleuptexas.com](http://www.buckleuptexas.com). Click on the "Survey Worksheet and Tools" link.

**Pre-Media Campaign** (5/8 – 5/21)

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT.

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**Note: The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date. These activities must occur prior to enforcement activities beginning.**

***Enforcement Blitz (5/22 – 6/4)***

Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

***Post-surveys (6/5 – 6/11)***

Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at [www.buckleuptexas.com](http://www.buckleuptexas.com). Click on the "Survey Worksheet and Tools" link.

***Post-media Campaign (6/12 – 6/17)***

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

**Note: The Post-media Campaign may begin immediately after the post observational surveys are conducted.**

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**Project Title:** STEP - CIOT

**Subgrantee:** City of Plano

**Texas Traffic Safety Program  
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

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

**ARTICLE 2. STANDARD ASSURANCES**

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

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

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**Project Title:** STEP - CIOT

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- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project

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Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

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

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

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

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

For Selective Traffic Enforcement Program (STEP) grants *only*: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

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- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

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

#### **ARTICLE 5. AMENDMENTS**

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the

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Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

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

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

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

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

#### **ARTICLE 7. REPORTING AND MONITORING**

The Subgrantee must complete and submit the Final Performance Report and Administrative Evaluation Report to the Department via the Buckle Up Texas website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) no later than twenty (20) days from the end of the enforcement period (June 4, 2006). The due date for the Final Performance Report and Administrative Evaluation Report is **June 24, 2006**. The Subgrantee shall submit the Final Performance Report and Administrative Evaluation Report electronically using forms approved by the Department that are provided on the website.

The Final Performance Report and Administrative Evaluation Report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

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

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

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**ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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

**ARTICLE 9. INDEMNIFICATION**

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

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

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

**ARTICLE 10. DISPUTES AND REMEDIES**

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

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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**Project Title:** STEP - CIOT

**Subgrantee:** City of Plano

**ARTICLE 11. TERMINATION**

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

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

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**ARTICLE 12. INSPECTION OF WORK**

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

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

**ARTICLE 13. AUDIT**

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

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

**ARTICLE 14. SUBCONTRACTS**

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

**ARTICLE 15. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business

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lunches and items that have received the advanced written approval of the Department's Executive Director.

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

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

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

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

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

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

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

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

**ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

**ARTICLE 21. SUCCESSORS AND ASSIGNS**

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

**ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

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

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

**ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE**

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

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

These requirements shall be included in any subcontract.

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

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**Subgrantee: City of Plano**

**ARTICLE 24. DEBARMENT/SUSPENSION**

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

**ARTICLE 25. LOBBYING CERTIFICATION**

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

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

Q-21

**Project Title: STEP - CIOT**

**Subgrantee: City of Plano**

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

**ARTICLE 26. CHILD SUPPORT STATEMENT**

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

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

Q-22

Project Title: STEP - CIOT

Name of Subgrantee: City of Plano

## Traffic Safety Project Description

### I. OBJECTIVES & PERFORMANCE MEASURES

The Objectives of this grant are to accomplish the following by June 30, 2006:

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

Objectives/Performance Measures	Number
A. Number and type citations to be <b><u>issued under STEP</u></b>	
1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) mobilization.	550
2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT mobilization.	41
B. Number of STEP – CIOT enforcement hours worked	197
C. Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT mobilization, between pre & post survey results, by at least the following percentage points	2
D. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the Final Performance Report and Administrative Evaluation Report.	1
2. Submit the following number of Requests for Reimbursement	1
E. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of one (1) presentation for the Memorial Day Holiday CIOT mobilization.	1
2. Conduct a minimum of two (2) media exposures for the Memorial Day Holiday CIOT mobilization (e.g., news conferences, news releases and interviews).	2
3. Conduct a minimum of one (1) community event.	1
4. Obtain and distribute the following number of public information and education materials.	5,000

#### **NOTE:**

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

Q-23

Subgrantee: City of Plano

## II. RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objectives/Performance Measures shall be included in the Final Performance Report and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B.
- D. Complete and submit a **Final Performance Report and Administrative Evaluation Report** electronically on the Buckle Up Texas website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) no later than twenty **(20) days** after the end of the enforcement period. The due date for this report is **June 24, 2006**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- E. A **Final Request for Reimbursement (RFR)** must be submitted no later than forty-five **(45) days** after the end of the grant period. The due date for the Final Request for Reimbursement is **August 14, 2006**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- F. Attend meetings according to the following:
  1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
  2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- G. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.
- H. No out of state travel is allowed under this grant agreement.
- I. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- J. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- K. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- L. Carry out the objectives of this grant by implementing the Operational Plan.
- M. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.
- N. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department (TxDOT) prior to the costs being incurred.

Q-24

Subgrantee: City of Plano

- O. Support grants enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- P. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. **The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found on the Buckle Up Texas Website ([www.buckleuptexas.com](http://www.buckleuptexas.com)).** The pre and post-observational surveys for the cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will be conducted by the Texas Transportation Institute (TTI).

### III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. Review of periodic reports
  - 2. Physical inspection of project records
  - 3. Telephone conversations
  - 4. E-mails and letters
  - 5. Meetings
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D, the Traffic Safety Project Budget, Attachment E and attainment of project objectives.

Q-25



Texas Department of Transportation  
Form 1852 (rev. 3/15/2006)

# ACTION PLAN

## FY 2006

Attachment D

**PROJECT TITLE:** STEP - CIOT

**SUBGRANTEE:** City of Plano

**OBJECTIVE:** To complete administrative and general grant requirements by 06/30/2006, as defined below:

**KEY:**  
 p = planned activity  
 c = completed activity  
 r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Submit letter regarding signature authority.	Subgrantee														
2. Submit operational cost per vehicle mile (if applicable).	Subgrantee														
3. Hold Grant delivery meeting.	Department														
4. Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee														
5. Submit Request(s) for Reimbursement.	Subgrantee														
6. Conduct Monitoring.	Department														
7. Conduct Surveys	Subgrantee														
8. Conduct Enforcement	Subgrantee														

Q-26

# ACTION PLAN

## FY 2006

**KEY:**

- p = planned activity
- c = completed activity
- r = revised

**PROJECT TITLE:** STEP - CIOT

**SUBGRANTEE:** City of Plano

**OBJECTIVE:** To support grant efforts with a public information and education (PI&E) program by 06/30/2006, as defined below:

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine types of materials needed.	Subgrantee														
2. Distribute materials.	Subgrantee														
3. Maintain records of all PI & E material received/distributed.	Subgrantee														
4. Conduct presentation.	Subgrantee														
5. Conduct media exposures (e.g., news conferences, news releases, and interviews)	Subgrantee														
6. Conduct community events (e.g., health fairs, booths).	Subgrantee														

To add another row to table, press TAB at end of row.

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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: <b>5/8/06</b>			Reviewed by Legal <i>PL</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager			Initials	Date
Department Head	Thomas H. Muehlenbeck		Executive Director		
Dept Signature:			City Manager <i>[Signature]</i> <b>5/2/06</b>		
Agenda Coordinator (include phone #):			<b>Di Zucco x 7551</b>		
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					
<b>CAPTION</b>					
A resolution of the City of Plano, Texas, providing for a determination by the Plano City Council regarding the real estate transaction requested by the Board of Directors of the Central Appraisal District of Collin County; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
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:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF PLANO, TEXAS PROVIDING FOR A DETERMINATION BY THE PLANO CITY COUNCIL REGARDING THE REAL ESTATE TRANSACTION REQUESTED BY THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, 6.051(a) of the Texas Tax Code authorizes the Board of Directors to establish an appraisal office, by purchase, lease or construction of improvements as necessary;

**WHEREAS**, the Board of Directors of the Central Appraisal District of Collin County passed a resolution on April 5, 2006, awarding a contract to Cornerstone Development in an amount not to exceed \$6,650,000, for the purchase of 8.22 acres with a new, to be constructed office building, located at the northeast corner of Eldorado Parkway and College Street, McKinney, Texas a copy of which is attached hereto as Exhibit "A", subject to the approval of the taxing units as required by 6.051(b) of the Texas Tax Code.

**WHEREAS**, in accordance with 6.051(b) of the Texas Tax Code, the purchase must be approved by three quarters of the taxing units.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO;**

Section 1. The City Council of the City of Plano hereby makes the following determination regarding the real estate transaction requested by the Board of Directors of the Central Appraisal District of Collin County, as passed by their resolution dated April 5, 2006.

Approve: \_\_\_\_\_ Deny: \_\_\_\_\_

Section II. This resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF MAY, 2006.**

\_\_\_\_\_  
**Pat Evans, MAYOR**

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Diane Wetherbee, CITY ATTORNEY

*12*

**RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY AS AUTHORIZED BY SECTION 6.051(b) OF TEXAS PROPERTY TAX CODE. THE GOVERNING BOARD OF THE DISTRICT RESOLVES THAT**

**WHEREAS,** 6.051(a) of the Texas Property Tax Code authorizes the Board of Directors to establish an appraisal office, by purchase, lease or construction of improvements as necessary;

**WHEREAS,** the Board of Directors of the Central Appraisal District of Collin County published an invitation to bid in a Request for Proposals, dated February 16, 2006 and received proposals in accordance with requirements of the RFP;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY;**

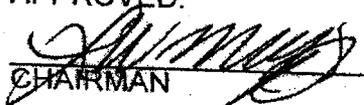
**Section 1.** that the Board of Directors resolves to purchase a new, to be constructed 60,000 square feet office building, consisting of 35,000 square feet of finished office space and 25,000 square feet of shell space for future expansion, including other improvements to and on the land as setforth in the RFP. The subject project site is 8.22 +/- gross acres at the northeast corner of Eldorado Pkwy & College St, McKinney. The property is part of tax parcels 48 & 50 out of abstract 558, S. Mcfarland Survey consisting of 4.90 +/- acres and 3.3195 +/- acres from the most southerly part of Lot 2, The Action Two subdivision;

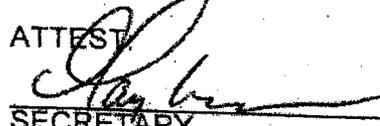
**Section 2.** the Board of Directors resolves to negotiate a contract with Cornerstone Development as the successful vendor proposing the subject site and improvements in accordance with the District's RFP requirements and that the total final contract will not exceed \$6,650,000 for the total purchase of the project;

**Section 3.** the Board of Directors resolves that a final contract will be executed only after the appropriate approval by the taxing units in accordance with Section 6.051(b) of the Texas Property Tax Code.

**Section 4.** the Board of Directors resolves to pursue appropriate permanent financing for the project, contingent on the tax units' approval of the purchase as outlined in Section 3 above, when a final contract is executed between Cornerstone Development and the Collin Central Appraisal District.

**DULY PASSED BY THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY, ON THIS THE 5<sup>th</sup> DAY OF April, 2006.**

APPROVED:  
  
CHAIRMAN

ATTEST:  
  
SECRETARY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>05/08/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan J. Upchurch	Executive Director	5/11/06	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	3/2/06	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5274	
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				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas, approving dedication of a 0.0224 acre tract of land owned by the City of Plano, Texas for dedication as public right-of-way for 15 <sup>th</sup> Street, said parcel situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<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	
Encumbered/Expended Amount			0	
This Item			0	
BALANCE			0	
<b>FUND(s):</b>				
<b>COMMENTS:</b> No fiscal impact.				
<b>SUMMARY OF ITEM</b>				
The reconstruction of 15 <sup>th</sup> Street from Avenue G to Avenue I requires additional right-of-way width (a total of 65') for the planned roadway, sidewalk and landscape improvements anticipated to start construction after the first of the year (January 1, 2007).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		
Resolution				

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 0.0224 ACRE TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS PUBLIC RIGHT-OF-WAY FOR 15TH STREET, SAID PARCEL SITUATED IN THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, additional public right-of-way is needed for 15th Street at its intersection with H Avenue in accordance with the City of Plano Thoroughfare Plan; and

**WHEREAS**, said additional right-of-way is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 0.0224 acre tract of land should be dedicated as public right-of-way for 15th Street and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Land Records of Collin County, Texas to evidence this dedication.

**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 for 15th Street at its intersection with H Avenue, as described in the field notes and shown on the drawing attached hereto and incorporated herein as Exhibit "A", and determines that the dedication is acceptable and is hereby in all things approved.

**Section II.** The City Manager or in his absence his designee is hereby authorized to record this Resolution in the Land Records of Collin County, Texas to evidence this dedication.

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

DULY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

COUNTY: COLLIN  
HIGHWAY: FM 544 (W. 15<sup>th</sup> Street)  
PROJECT LOCATION:  
From: G Avenue  
To: I Avenue

Page 1 of 4  
June 12, 2005  
Revised: August 18, 2005  
Revised: January 17, 2006  
Revised: April 11, 2006

CSJ: xxx  
ACCT: xxx

Metes and Bounds Description for Parcel 3

**BEING** a 974 square feet tract of land in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and being part of that certain tract of land as described by deed to the City of Plano as recorded in Volume 5012, Page 2293, Land Records of Collin County, Texas (LRCCT), said 974 square feet tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a ½-inch steel rebar rod found (controlling monument) on the west line of that certain tract of land as described by deed to 15<sup>th</sup> Street Village, L.P., as recorded in Volume 5557, Page 6556, LRCCT, and the common east corner that certain tract of land as described by deed to Howard D. Hamilton, Jr., as recorded in Volume 4760, Page 2482, LRCCT, and that certain tract of land as described by deed to 15<sup>th</sup> Street Village, L.P., as recorded in Volume 5557, Page 6560, LRCCT;

**THENCE** North 00 degrees 21 minutes 35 seconds West, a distance of 109.90 feet along the line common to said former 15<sup>th</sup> Street Village, L.P., tract of land and said Hamilton tract of land to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for the common north corner of said former 15<sup>th</sup> Street Village, L.P., tract of land and said Hamilton tract of land, said corner being in the south right-of-way line of 15<sup>th</sup> Street (variable width right-of-way);

**THENCE** North 89 degrees 25 minutes 00 seconds East, a distance of 133.45 feet along the north line of said former 15<sup>th</sup> Street Village, L.P., tract of land and the south right-of-way line of said 15<sup>th</sup> Street to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for the common north corner of the aforementioned City of Plano tract of land and said former 15<sup>th</sup> Street Village, L.P., tract of land and being the **POINT OF BEGINNING**;

1. **THENCE** North 89 degrees 25 minutes 00 seconds East, a distance of 124.00 feet continuing along the north line of said City of Plano tract of land and the south right-of-way line of said 15<sup>th</sup> Street to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for the north corner of said City of Plano tract of land, said point being the north end of a corner clip for H Avenue (variable width right-of-way), from which a cut "X" in concrete found (controlling monument) bears North 89 degrees 25 minutes 00 seconds East, a distance of 10.00 feet;

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EXHIBIT "A"

COUNTY: COLLIN  
HIGHWAY: FM 544 (W. 15<sup>th</sup> Street)  
PROJECT LOCATION:  
From: G Avenue  
To: I Avenue

Page 2 of 4  
June 12, 2005  
Revised: August 18, 2005  
Revised: January 17, 2006  
Revised: April 11, 2006

CSJ: xxx  
ACCT: xxx

Metes and Bounds Description for Parcel 3

2. **THENCE** South 45 degrees 42 minutes 55 seconds East, a distance of 14.17 feet along said corner clip to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for the south end of said corner clip in the west right-of-way line of said H Avenue;
3. **THENCE** South 00 degrees 51 minutes 16 seconds East, a distance of 7.32 feet along the east line of said City of Plano tract of land and the west right-of-way line of said H Avenue to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for corner;
4. **THENCE** North 45 degrees 41 minutes 37 seconds West, a distance of 14.18 feet to a ½-inch steel rebar with yellow plastic cap marked "AZB" set for corner;
5. **THENCE** South 89 degrees 28 minutes and 01 seconds West, a distance of 124.00 feet to a ½-inch steel rebar with yellow plastic cap marked "AZB" set on the line common to said City of Plano tract of land and said former 15<sup>th</sup> Street Village, L.P., tract of land;
6. **THENCE** North 00 degrees 49 minutes 50 seconds West, a distance of 7.21 feet along the line common to said City of Plano tract of land and said former 15<sup>th</sup> Street Village, L.P., tract of land to the **POINT or PLACE OF BEGINNING** and containing a computed area of 974 square feet or 0.0224 acres of land, more or less.

EXHIBIT "A"

COUNTY: COLLIN  
HIGHWAY: FM 544 (W. 15<sup>th</sup> Street)  
PROJECT LOCATION:  
From: G Avenue  
To: I Avenue

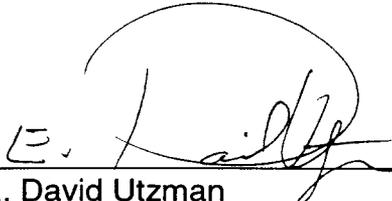
Page 3 of 4  
June 12, 2005  
Revised: August 18, 2005  
Revised: January 17, 2006  
Revised: April 11, 2006

CSJ: xxx  
ACCT: xxx

Metes and Bounds Description for Parcel 3

A plat of even date accompanies this description.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (NAD 83). All coordinates and distances shown are adjusted to the surface using adjustment factor of 1.000152710.

  
E. David Utzman  
Registered Professional Land Surveyor  
Texas No. 4607

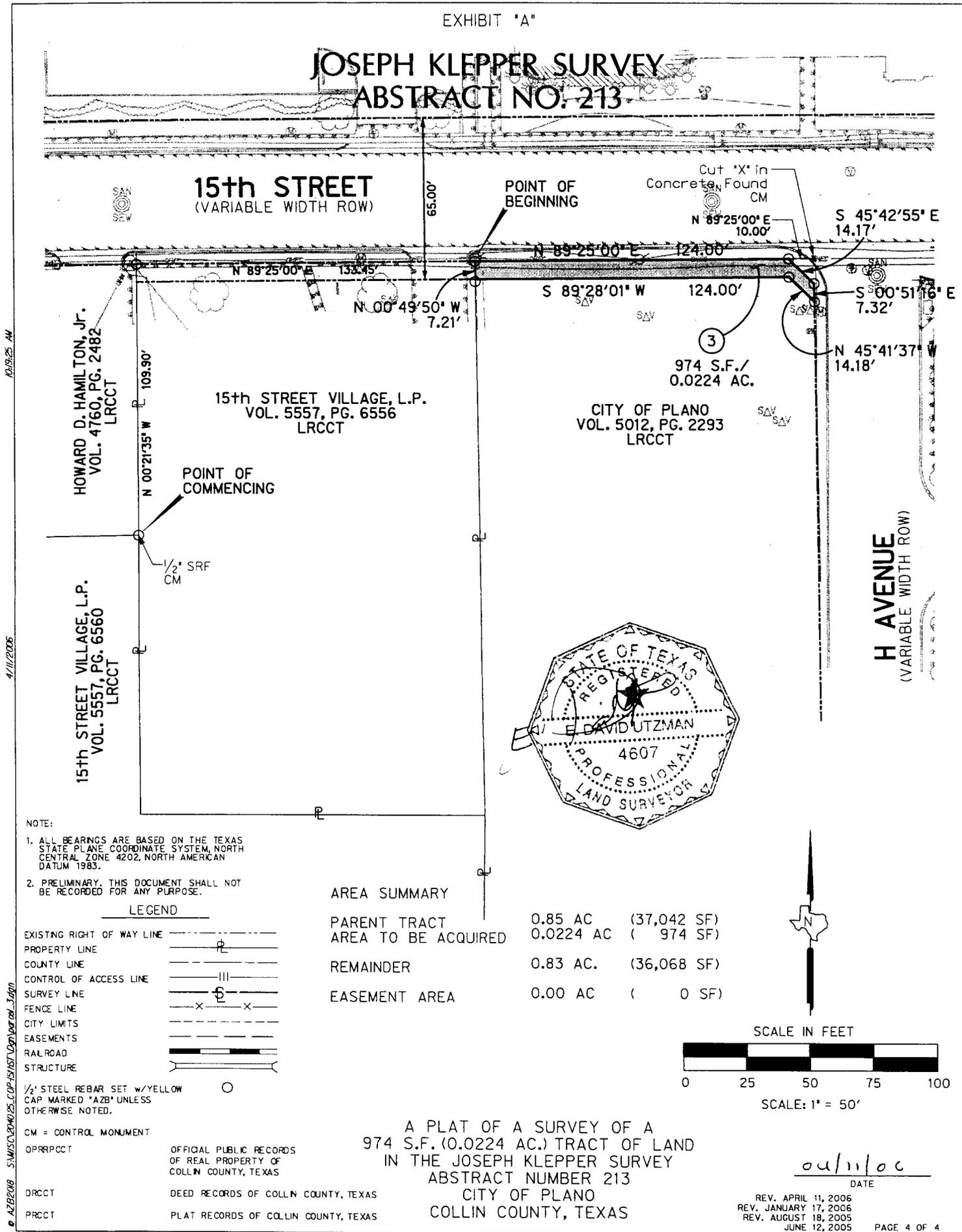


Date 04/11/06

Arredondo, Zepeda & Brunz Inc.  
11355 McCree Road  
Dallas, Texas 75238  
(214) 341-9900 (214)  
341-9925 - Fax

S-6

# JOSEPH KLEPPER SURVEY ABSTRACT NO. 213



- NOTE:
1. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM 1983.
  2. PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

LEGEND

EXISTING RIGHT OF WAY LINE	----
PROPERTY LINE	—P—
COUNTY LINE	—C—
CONTROL OF ACCESS LINE	—III—
SURVEY LINE	—S—
FENCE LINE	—X—X—
CITY LIMITS	----
EASEMENTS	----
RAILROAD STRUCTURE	—+—+—

1/2" STEEL REBAR SET w/YELLOW CAP MARKED "AZB" UNLESS OTHERWISE NOTED.

CM = CONTROL MONUMENT

OPRRPCT

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS

DRCT

DEED RECORDS OF COLLIN COUNTY, TEXAS

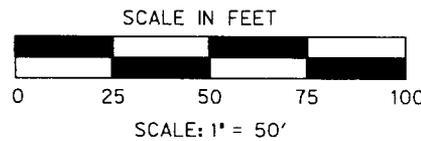
PRCT

PLAT RECORDS OF COLLIN COUNTY, TEXAS

AREA SUMMARY

PARENT TRACT	0.85 AC	(37,042 SF)
AREA TO BE ACQUIRED	0.0224 AC	( 974 SF)
REMAINDER	0.83 AC.	(36,068 SF)
EASEMENT AREA	0.00 AC	( 0 SF)

A PLAT OF A SURVEY OF A  
974 S.F. (0.0224 AC.) TRACT OF LAND  
IN THE JOSEPH KLEPPER SURVEY  
ABSTRACT NUMBER 213  
CITY OF PLANO  
COLLIN COUNTY, TEXAS

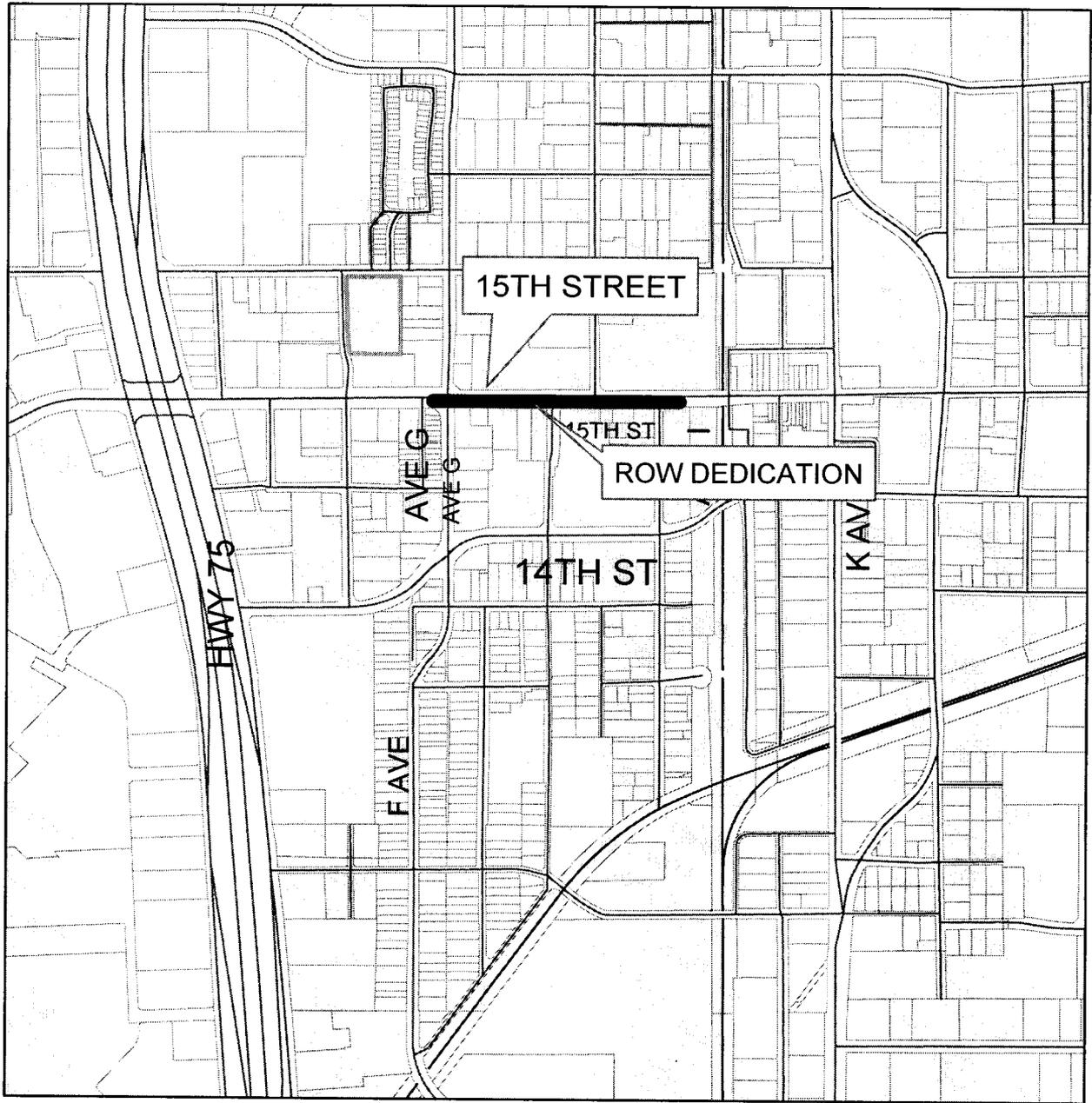


ou/nloc  
DATE

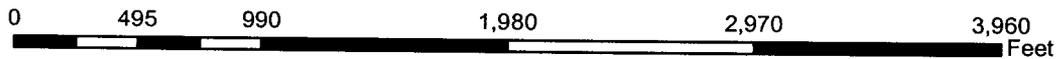
REV. APRIL 11, 2006  
REV. JANUARY 17, 2006  
REV. AUGUST 18, 2005  
JUNE 12, 2005

S-7

# 15TH STREET AVE G TO AVE I



CITY OF PLANO  
ENGINEERING DEPARTMENT



SS



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/8/06</b>		Reviewed by Legal <i>ms</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	<i>5/1/06</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/1/06</i>
Agenda Coordinator (include phone #):		<b>Linda Benoit (7255)</b>		
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				
<b>CAPTION</b>				
Amending, in its entirety, Article VIII. Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano; Related to definitions, fees, filing periods, applications, appeals, parking, police protection, insurance, and other related matters; providing a repealed clause, a savings clause, a severability clause; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
This item amends the Special Events Ordinance to give the Director of Parks and Recreation or his designee the authority to ensure that other licenses and permits, restrictions, regulations, fees for City services, safeguards or other conditions deemed necessary by individual City departments for the safe and orderly conduct of a Special Event be requested, submitted, and approved prior to the final permit for a special event being granted.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING, IN ITS ENTIRETY, ARTICLE VIII. SPECIAL EVENTS OF CHAPTER 11 LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; RELATED TO DEFINITIONS, FEES, FILING PERIODS, APPLICATIONS, APPEALS, PARKING, POLICE PROTECTION, INSURANCE AND OTHER RELATED MATTERS; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, from time to time members of the public request to hold gatherings or organized events on public property that place unique demands on public resources or pose a danger to public health, safety and welfare; and

**WHEREAS**, regulation and permitting of special events on public property are necessary to ensure that freedom of expression and assembly are exercised in a manner that does not endanger public health, safety, welfare and property.

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

**Section I.** Article VIII, Special Events of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

**"ARTICLE VIII. SPECIAL EVENTS**

**DIVISION 1. GENERALLY**

**Sec. 11-300. Purpose.**

Some gatherings or organized activities, due to their size and special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare. In order to plan for these demands on public resources and to ensure that public health and safety is protected, it is necessary that the City receive advance notice of these special events. The provisions of this Division are intended to address those concerns and are not intended to place unnecessary burden on any individual's right to association or freedom of expression.

**Sec. 11-301. Definitions.**

(a) *Special Event* means a temporary event, gathering or organized activity, including but not limited to parades, bike races, marathons, walk-a-thons, fireworks displays, concerts, carnivals, or other types of races and festivals, using City owned property, involving 50 or more persons and which involves one or more of the following activities:

- (1) closing a public street;
- (2) blocking or restriction of City owned property;
- (3) sale of merchandise, food or beverages on City owned property;
- (4) erection of a tent equal to or greater than 200 square feet in area on City owned property;
- (5) installation of a stage, band-shell, trailer, van, portable building, grandstand or bleachers on City owned property;
- (6) placement of portable toilets on City owned property;
- (7) placement of temporary no-parking signs in a public right-of-way; or
- (8) placement of pedestrian boundary markers on City owned property.

(b) *Applicant* means a person who has filed a written application for a special event permit.

(c) *City* means the City of Plano, Texas.

(d) *Permittee* means the person to whom a permit is granted pursuant to this ordinance.

(e) *Person* means any individual, assumed named entity, partnership, association, corporation, or organization.

(f) *Sidewalk* means that portion of a street between the curb lines or lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

(g) *Street* means the entire width between the boundary lines of every way publicly maintained, when any part thereof is open to use by the public for purposes of vehicular traffic.

(h) *Parade* means any assembly, march, demonstration, procession or motorcade upon public thoroughfares within the City consisting of fifty (50) or more persons, animals, or vehicles (or any combination thereof) with an intent of attracting public attention that interferes with or has a tendency to interfere with the normal flow or regulation of traffic upon public thoroughfares.

**Sec. 11-302. Application of Ordinance; Exceptions.**

(a) All Special Events, except for those set forth in Section 11-302 (b), must conform with all applicable provisions of this article.

(b) The following events are exempt from the provisions of this ordinance:

- (1) Block parties as defined in Section 19-93 of the Code of Ordinances of the City of Plano.
- (2) Funeral Processions.
- (3) Parades held on thoroughfares other than type T, AA, A, B+, B, C, C1, or D.
- (4) A government agency functioning in its official capacity.
- (5) Events which are authorized under a separate agreement or permit issued by the City.

**Secs. 11-303. - 11-310. Reserved.**

**DIVISION 2. PERMIT**

**Sec. 11-311. Permit Required.**

(a) It shall be unlawful for any person to conduct a Special Event without first having obtained a permit from the Parks and Recreation Department.

(b) It shall be unlawful for any person to participate in a Special Event for which the person knows a permit is required and has not been granted.

(c) It shall be unlawful for any person in charge of, or responsible for the conduct of, a Special Event to knowingly fail to comply with any condition of the permit.

**Sec. 11-312. Application for Permit.**

(a) A person seeking a Special Event permit shall file both a Preliminary and Final Special Event Permit Application with the Director of Parks and Recreation upon forms provided by the City.

(b) The Director of Parks and Recreation, or his designee, shall ensure that the other licenses and permits, restrictions, regulations, fees for the City services, safeguards or other conditions deemed necessary by individual City

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departments for the safe and orderly conduct of a Special Event be requested, submitted, and approved before the final permit is granted. (i.e. health permit applications, agreement with Police Department for police coverage, agreement with Public Works Department regarding cost associated with street closure, etc) Separate permits will not be required for tents, awnings, canopies, loudspeakers or temporary signage in conjunction with the event

**Sec. 11-313. Filing Period.**

(a) Except as provided below, a Preliminary Special Event Permit Application shall be filed at least thirty (30) days before but not more than six (6) months in advance of the intended event date. A Final Special Event Permit Application shall be filed at least twenty (20) days before the event date. Preliminary and Final Applications for permits filed less than twenty (20) days before the event may be considered for Parades and other forms of public assembly or where a reduced notice period does not pose a threat to public health and safety.

**Sec. 11-314. Submittal Requirements.**

The Preliminary Special Event Permit Application for a special event permit shall set forth as a minimum the following information:

- (1) The name, address and telephone number of the person seeking to conduct the event.
- (2) If the event is to be held for or by an organization, the organization and/or the authorized and responsible heads of such organization.
- (3) If the event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application.
- (4) The name, address and telephone number of the person who will be the event chairman and who will be responsible for conducting the event.
- (5) The proposed location(s) for the event.
- (6) The purpose of the event.
- (7) The date(s) and time(s) the event will start and terminate.
- (8) The time at which on-site activities in preparation for the event will begin.

The Final Special Event Permit Application shall set forth as a minimum the following information in addition to the Preliminary Special Event Permit Application information:

- (9) The date when clean up of the property will be complete.
- (10) The proposed parking areas and number of parking spaces provided.
- (11) The approximate number of persons who are attending per day and for duration of permit.
- (12) The number and types of animals and vehicles that are part of the event.
- (13) The location and size of tents, awnings, canopies, food service booths, or other temporary structures shall be shown on a map. A certificate of flame resistance shall be provided for all tents, canopies or other membrane structures that are equal to or greater than 200 square feet in area.
- (14) Details for any planned signage shall be included.
- (15) When loudspeakers will be used, the location and orientation of those speakers shall be shown on a map, in addition to any other amplification devices.
- (16) Any other information which the City shall find necessary under the standards for issuance.
- (17) In the case of a parade the following additional information shall be provided:
  - (a) A route map.
  - (b) Approximate number of participants in the parade.
  - (c) Type of participants (ex-. animals, floats, etc)
- (18) Proof of insurance for event if insurance is required by State law.
- (19) Map(s) showing streets and pedestrian ways that are impacted as well as site setup indicating all equipment that will be used by the event.

**Sec. 11-315. Standards for Issuance of Permit.**

A special event will be conducted in such a way that it:

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- (1) Will not unnecessarily interrupt the safe and orderly movement of traffic near its location or route.
- (2) Will not require the diversion of so great a number of police officers to properly police the event locale or line of movement and the adjacent areas as to prevent normal protection for the City.
- (3) Will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the City other than that to be occupied by the event and adjacent areas.
- (4) Will not interfere with the movement of firefighting equipment in route to a fire. The concentration of people, animals, and vehicles at assembly points will not unduly interfere with proper fire and police protection or ambulance service to areas near such assembly points.
- (5) In the case of a parade, the parade shall be scheduled to move from its point of origin to its point of termination without unreasonable delays in route.

**Sec. 11-316. Denial or Revocation.**

(a) The Director of Parks and Recreation may deny a special event permit if:

- (1) The event will conflict in time and location with another event for which a permit has already been granted.
- (2) The applicant fails to comply with or the event will violate an ordinance of the City or any other applicable law.
- (3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event.
- (4) The applicant has been convicted of violating this ordinance or has had a permit revoked within the preceding twelve months.
- (5) The applicant fails to provide proof of a license or permit required by this or another City ordinance or by state law.
- (6) The event, in the opinion of one or more City departmental directors, would severely hinder the delivery of normal or emergency services or constitutes a public threat.

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(7) Insurance requirements for the event have not been met.

(b) A special event permit shall be revoked upon the following conditions:

(1) In the event that the Chief of Police, Fire Chief, Director of Environmental Health, Risk Manager, Building Official or other City officials, or their designated representatives, find that any of the provisions of this ordinance, another City ordinance, or state law is being violated, they shall immediately notify the Director of Parks and Recreation and based on that information, the Director of Parks shall determine whether it shall be revoked.

(2) When, in the judgment of the above named officials, a violation exists which requires immediate abatement, they shall have authority to revoke a permit in the absence or unavailability of the Director of Parks and Recreation.

(3) The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special event.

(c) Prior to denial of a permit the Director of Parks and Recreation shall consider alternatives to the time, place or manner of the event that will allow the event to occur without posing a threat to health or safety, or otherwise violate state or local law.

**Sec. 11-317. Appeals.**

Decisions of the Director of Parks and Recreation, Police Chief or any other City official regarding the issuance of a permit or the imposition of costs, additional restrictions or conditions upon the granting of a permit may be appealed to the City Manager, or in his absence, an Executive Director. Such appeal shall be in writing and shall be filed with the City Manager within five (5) business days after the issuance of a decision by the Parks Director or other official. When making a determination regarding the appeal, the City Manager, or in his absence, an Executive Director, shall consider the application under the standards provided in this article and sustain or overrule the Director's decision. The decision of the City Manager or Executive Director shall be issued within five (5) business days and shall be final.

**Sec. 11-318. Duration of Permit.**

The permit granted under the terms of this article shall not exceed a period of fourteen (14) days. Another permit shall not be granted for the same location

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until at least thirty (30) days have elapsed from the expiration of the previous permit. The Director of Parks and Recreation may reduce the time limitations above upon review of location of the event, time of the event, type of event, safety of the event, and proximity to residential properties.

**Secs. 11-319 - 11-330. Reserved.**

### **DIVISION 3. SPECIAL PROVISIONS**

#### **Sec. 11-331. Applicant Parking Requirements.**

Applicant shall submit evidence that sufficient parking has been provided to accommodate the projected number of users with a ten percent surplus. If parking is to be on private property adjacent to the event, written evidence that the applicant has a right of possession of the property through ownership, lease, license, or other property interest must be provided. When the location is not an established parking area, a plan shall be submitted which shows how the needed parking will be achieved and arranged. The number of parking spaces and layout of parking area, including aisle widths and size of parking spaces, shall be included in the submittal.

When adequate parking is not available at or immediately adjacent to the site of the event, off-site private parking may be used. A written permission letter shall be submitted for any off-site private parking. Plans shall be submitted which will show how off-site parking and transfer of attendees will be accomplished.

#### **Sec. 11-332. City Authority Over Parking.**

The City shall have authority, when reasonably necessary as determined by the Police Department, to prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the special event. The City shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

#### **Sec. 11-333. Trailers.**

Trailers or other vehicles may be temporarily occupied as living quarters at the site of such events. Such vehicles and trailers shall be parked not less than 300 feet from any residential district, and shall otherwise comply with all City ordinances and regulations.

#### **Sec. 11-334. Amusement Rides.**

Rides and/or attractions associated with special events shall conform with the statutory rules and regulations set forth in Chapter 21. Article 21.53 of the Texas Insurance Code, designated the Amusement Ride Safety Inspection and Insurance Act, as amended. Copies of inspection reports will required.

Amusement rides in enclosed areas greater than 1000 square feet are required to be fire sprinklered.

**Sec. 11-335. Hours of Operation.**

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily. The Director of Parks and Recreation may alter the hours limitation upon review of location of the event, time of the event, type of event, safety of the event and proximity to residential properties. Appeals of time limit restrictions may be made under Section 11-317 hereof. Set up of the event shall be allowed prior to 7:00 a.m. provided the noise generated by such activity will not disturb surrounding neighborhoods.

**Sec. 11-336. Tents and Temporary Structures.**

Any special event which includes the use of a tent, canopy, or temporary structure shall meet the requirements in the Fire code except that a separate permit is not required when a special event permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the Fire Chief.

**Sec. 11-337. Food Service.**

Where food service is provided, said operation shall be in compliance with all provisions of the Food and Food Establishment Ordinances of the City, as well as all other applicable state and local laws.

**Sec. 11-338. Sanitary Facilities.**

A sufficient number of portable type sanitary facilities must be provided on the premises as determined necessary by the Director of Environmental Health using standards as established by the Portable Sanitation Association International (PSAI).

**Sec. 11-339. Animal Waste.**

Waste from animals used in any such event shall be removed daily from the grounds. Should animals be kept within the city limits at night, they shall be kept not less than 300 feet from any developed residential or commercial districts. In the case of a parade, the applicant shall provide clean up for animals along the parade route at the conclusion of the parade.

**Sec. 11-340. Water Usage and Disposal of Waste Water.**

(a) Any special event or related activity desiring use of water from the City of Plano water system must coordinate with the Utility Operations

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Department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with ordinances of the City of Plano.

(b) Applicant shall submit a plan for the disposal of waste water, including capture and containment, and shall be approved by the Environmental Health Department. All water generated must be disposed of through an approved sanitary sewage system that is constructed, maintained, and operated according to law.

**Sec. 11-341. Trash Disposal.**

Trash disposal containers must be provided on-site for all outdoor special events. Applicants utilizing commercial dumpsters should make arrangements for the provision of such dumpsters with the commercial solid waste disposal company currently under service contract with the City.

**Sec. 11-342. Loudspeakers/Noise.**

When loudspeakers, or any other amplifying device, are to be used in conjunction with the event, the location and orientation of these devices shall be indicated along with the planned hours of use.

Speakers which are positioned so as not to adversely affect an adjacent residential district may be used between the hours of 7:00 a.m. and 10:00 p.m., when a special event permit has been obtained. Applicants shall comply with all City noise ordinances.

**Sec. 11-343. Signage.**

Signage used in accordance with the event shall comply with the Sign Regulations of the City of Plano under the provisions for Special Event and Promotional signage. Note: Signs advertising the event or directing potential customers to the event site are expressly prohibited from placement in the City rights-of-way.

**Sec. 11-344. Alcohol**

It is the responsibility of the applicant to ensure that if alcoholic beverages will be possessed and consumed during a special event, that they have obtained all necessary City approvals for such possession and use.

For special events requiring a permit from the Texas Alcoholic Beverage Commission (TABC), a copy of the state permit shall be required prior to the issuance of a special event permit.

**Sec. 11-345. Inspections.**

Inspections may be required to show compliance with City ordinances.

**Sec. 11-347. Electrical Equipment.**

All electrical equipment and installations shall comply with currently adopted version of the National Electric Code.

**Sec. 11-348. Direction of Traffic.**

Traffic control and direction upon City rights of way shall be allowed only by a Plano Police Officer or other sworn law enforcement officer. Traffic control and direction by private citizens is prohibited.

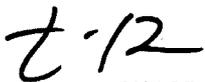
**Sec. 11-349. Police Protection:**

When the presence of law enforcement officers is necessary for special events, the applicant shall be responsible for reimbursing the City for the cost of providing police personnel. The cost for City provided police personnel shall be one and one half times the base salary for each assigned person on the date the permit is issued with a minimum of two hours per individual.

The objective standards used to determine the number of law enforcement officers shall be as follows:

- General traffic conditions in the area requested, both vehicular and pedestrian
- Route to be taken if the event is a parade or other moving event
- Duration of the event
- Whether all or only a portion of a roadway will be closed
- The estimated number of people who will attend
- Uses adjacent to the event such as residential or commercial areas
- Time & Date of Event
- Alcoholic beverages available for consumption at the event
- Fireworks at the event
- Wild or undomesticated animals at the event
- Need for Safety Zones (Fireworks launch area, Balloon/Helicopter launch or landing area, etc.)

In no event will the content of the event or the potential or anticipated reaction to the content by others be considered as factors in the number of officers needed. All reasonable alternative routes, times and locations will be considered so as to offer the applicant the option that will provide the lowest costs consistent with the general public health, safety and welfare. The cost of providing police



personnel to meet these guidelines shall be waived by the City upon a showing that the applicant is financially unable to provide the required costs.

**Sec. 11-350. Fireworks/Pyrotechnic Displays.**

In addition to compliance with local law and the Fire Code, any use of fireworks or pyrotechnic displays must also show proof of application for a state permit prior to issuance of a special event permit.

**Sec. 11-351. Crowd Managers.**

The applicant shall provide crowd managers as may be required pursuant to the City's Fire Code.

**Secs. 11-352 - 11-355. Reserved.**

**DIVISION 4. INSURANCE, INDEMNIFICATION, SURETY BOND, AND COSTS.**

**Sec. 11-356. Property Insurance.**

(a) The applicant for a special event permit shall furnish the Director of Parks and Recreation with a certificate of insurance complying with minimum standards sufficient to protect City owned property.

(b) The City shall have the right to lower or waive the property insurance based upon the type of event, equipment, machinery, location, number of people involved and other pertinent factors or risks associated with the event.

(c) An applicant shall have the right to show cause why the insurance requirement should be reduced or waived, and to present such request to the Director of Parks and Recreation. Upon receipt of such request, the Director of Parks and Recreation shall consult with the City's Risk Manager or his designee. The City shall respond to an applicant's request for lower insurance or waiver within two (2) business days from date of request.

**Sec. 11-357. Indemnification.**

The applicant for a special event permit shall sign an agreement to indemnify and hold harmless the City, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event.

**Sec. 11-358. Bond Required.**

(a) The permittee may be required to post a surety bond in the assurance that the City property is cleaned and returned to the condition prior to the event. A bond shall be required when any of the following exists:

- (1) The event is held over a period of two (2) or more days at any location.
- (2) The event requires any type of excavation to assemble any type of equipment, tents, amusement rides, etc.
- (3) The route is longer than one mile in length.

(b) A bond waiver may be applied for if:

- (1) The applicant has made specific arrangements for maintenance and clean up. Arrangements must be spelled out and included with permit application; or
- (2) The applicant (or group) has held an event in the past twenty-four (24) months without problems or citations.

(c) The Risk Manager or his designee shall determine whether a bond is required. Appeals shall be heard as set forth in Section 11-317.

(d) The surety bond shall be returned to the permittee within ten (10) days after said permit expires upon certification by the Director of Parks and Recreation that all conditions of this ordinance have been complied with.

**Sec. 11-359. Fees/Costs.**

(a) Fees, other than cost for policing for the event, if any, as specified in this article, shall be established by City Council resolution.

(b) In the event the City determines, upon a review of the application, that a special event may require the special attention and involvement of the City personnel or facilities, the City shall so notify the applicant. In such event, prior to the issuance of a permit for a special event, the applicant and the City shall agree upon the cost of policing, and cleaning, and the closure of roads, and the applicant shall pay that amount to the City upon application. Prior to the issuance of a permit for a special event, the applicant shall agree in writing to pay any additional costs to the City incurred as a result of the special event within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.

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**Secs. 11-360. Reserved.**

**DIVISION 5. OFFENSES**

**Sec. 11-361. What Constitutes Penalty for Violations of Article.**

- (a) A person commits an offense if he:
  - (1) knowingly commences or holds a special event without a permit or with a permit that has expired or been revoked; or
  - (2) knowingly violates any terms or provisions of this article.

(b) It is hereby determined that this ordinance governs fire safety and public health/safety and, therefore, any person, firm, corporation, or organization violating or failing to comply with any of the provisions of this ordinance shall be subject to the penalty as provided for in Section 1-4 (a) of the City of Plano Code of Ordinances."

**Section II.** 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 this Ordinance, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

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**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

*t-16*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/8/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	5-1-06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	5/1/06
Agenda Coordinator (include phone #): <b>Nancy Rodriguez Ext 7510</b>				

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

**CAPTION**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2005-7-5 TO CLARIFY THE FREQUENCY OF FEE REVENUES FOR LINEAR AND STREET CROSSING FEES FOR LICENSED USE OF THE CITY'S RIGHTS OF WAY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>04/05</b>	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
<b>BALANCE</b>	0	0	0	0

**FUND(s):**    **GENERALL FUND**

**COMMENTS:** This ordinance will have a positive revenue impact

**SUMMARY OF ITEM**

This agenda item will clarify the frequency of fee revenues for licensed use of the City's Rights of Way.

List of Supporting Documents:  
Memo from Mark Israelson

Other Departments, Boards, Commissions or Agencies

**MEMORANDUM**

**TO: City Council**

**THROUGH: Tom Muehlenbeck, City Manager**

**FROM: Mark D. Israelson, Director of Customer and Utility Services** *MDI*

**DATE: May 8, 2006**

**SUBJECT: Amending Ordinance No. 2005-7-5**

---

On July 25, 2005, the City of Plano passed Ordinance No. 2005-7-5 that increased revenues for linear and street crossing fees for licensed use of the City's rights of way. During a recent negotiation with an existing communications company, the omission of the word "annually" was disputed. Since the City of Plano invests in the infrastructure, collecting the street-crossing fees on an annual basis will offset maintenance costs of our streets. The proposed amendment to Ordinance No. 2005-7-5 clarifies the linear and street crossing fees to be paid on an annual basis.

*U-2*

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2005-7-5 TO CLARIFY THE FREQUENCY OF FEE REVENUES FOR LINEAR AND STREET CROSSING FEES FOR LICENSED USE OF THE CITY'S RIGHTS OF WAY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano manages the Rights of Way in the City for the benefit of all citizens in the City of Plano; and

**WHEREAS**, the City of Plano desires to amend said Ordinance to clarify the frequency of fee revenues for linear and street crossing fees for licensed use of the City's Rights of Way; and

**WHEREAS**, the City Council of the City of Plano finds that it is in the best interest of the City and its citizens to amend the frequency of fee revenues for linear and street crossing fees for licensed use of the City's Rights of Way.

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

**Section I.** The following fees shall be paid on an annual basis for licensed use of the Rights of Way where fees are not otherwise regulated by franchise or state law:

- |                            |         |
|----------------------------|---------|
| 1. Fee per linear foot     | \$1.50  |
| 2. Fee per street crossing | \$1,000 |

**Section II.** 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 III.** It is the intention of the City Council that this Ordinance, and every provision thereof, 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 IV.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

U-4

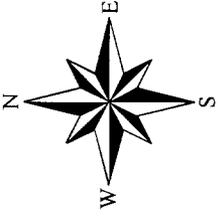


## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>05/08/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan W. Church	Executive Director	5/11/06	
Dept Signature:	<i>Alan W. Church</i>	City Manager	5/2/06	
Agenda Coordinator (include phone #):		I. Pegues 7198		
<b>ACTION REQUESTED:</b> <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				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Section 12-101, Prohibited on certain streets at all times, and adding Section 12-102.7, No stopping, standing, or parking during specified periods to Article V, Stopping, Standing, and Parking, Chapter 12, Motor Vehicles and Traffic, of the Plano Code of Ordinances to include additional parking restrictions along and upon specified portions of 16th Street and I Avenue within the city limits of the City of Plano; providing a penalty clause, a repealer clause, a severability clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<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
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
Residents from the Haggard Park area requested on street parking restrictions due to the quantity and frequency of parking by DART patrons. Transportation Engineering Division reviewed parking, traffic operation, and traffic safety issues in the area and recommends approval of an Ordinance establishing stopping, standing, and parking restrictions at all times along specified portions of I Avenue and 16th Street and establishing stopping, standing, and parking restrictions between 10 am and 2 pm on weekdays along a specified portion of 16th Street as shown on the attached map. Non-enforceable "Resident Parking Only" signs, not included in the ordinance, are along the north side of 16th Street between H Avenue and I Avenue, the west side of I Avenue from 75 feet north of 16th Street to 16th Street, and the south side of 17th Street between H Avenue and I Avenue.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

V-1

# Proposed Parking Restrictions - 16th Street and I Avenue



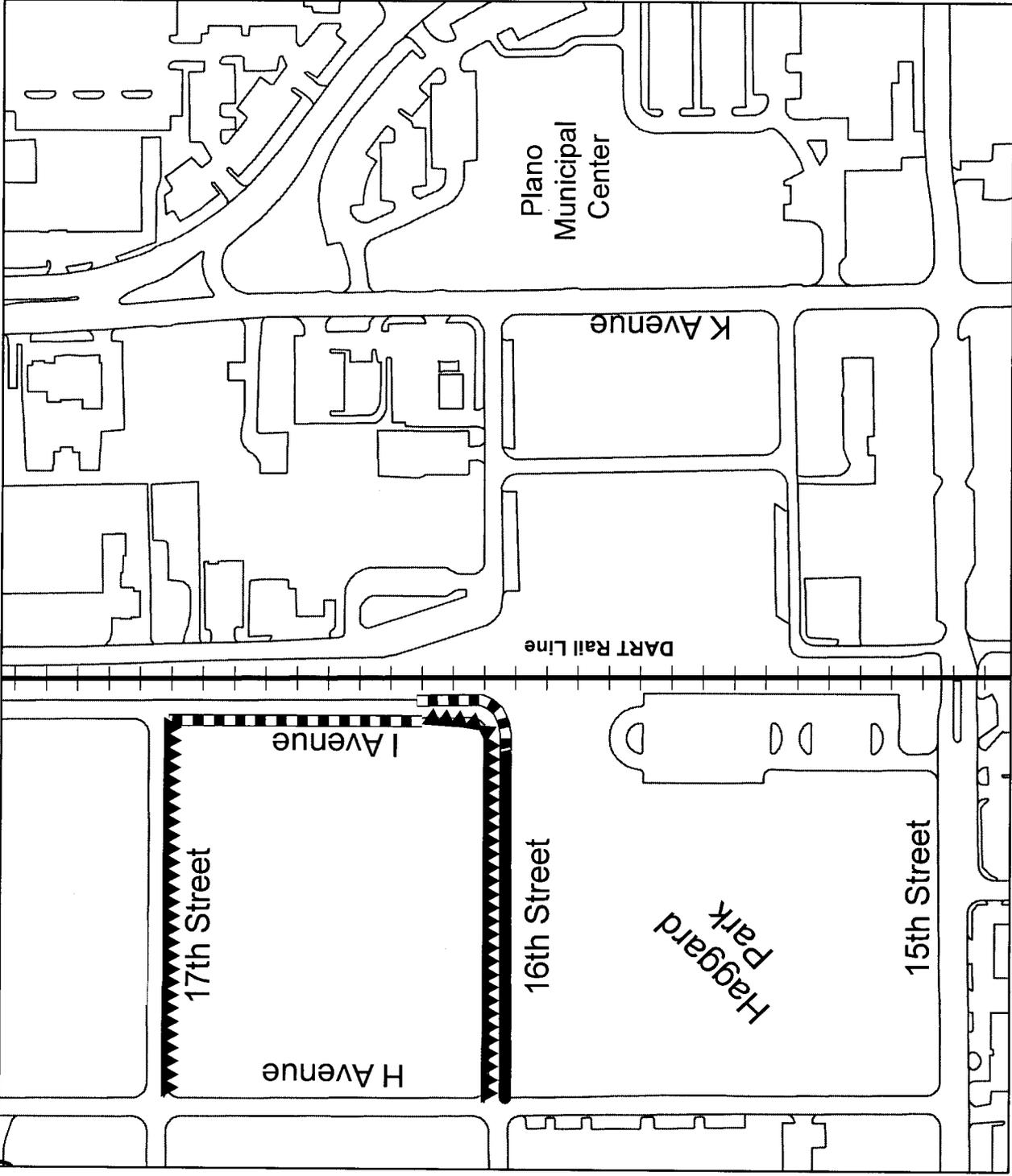
## Proposed Parking Restrictions 16th Street & I Avenue

May 2006

Legend	
	No Stopping, Standing, or Parking Weekdays 10 a.m. to 2 p.m.
	No Stopping, Standing, or Parking Any Time
	Non enforceable RESIDENT PARKING ONLY



TRANSPORTATION  
ENGINEERING  
DIVISION



Handwritten mark resembling a stylized '2' or '7'.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101, PROHIBITED ON CERTAIN STREETS AT ALL TIMES, AND ADDING SECTION 12-102.7, NO STOPPING, STANDING, OR PARKING DURING SPECIFIED PERIODS TO ARTICLE V, STOPPING, STANDING, AND PARKING, CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE PLANO CODE OF ORDINANCES TO INCLUDE ADDITIONAL PARKING RESTRICTIONS ALONG AND UPON SPECIFIED PORTIONS OF 16TH STREET AND I AVENUE WITHIN THE CITY LIMITS OF THE CITY OF PLANO; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, on street parking of vehicles in certain areas creates traffic flow and safety problems; and

**WHEREAS**, residents from the Haggard Park area have requested the City to consider additional parking restrictions on 16th Street and I Avenue near the DART station to address increased on street parking concerns in their neighborhood; and

**WHEREAS**, following review and study of traffic flow, visibility, on street parking patterns, and other safety issues, the Transportation Engineering Division of the City of Plano recommends to the City Council that certain parking restrictions be implemented along and upon portions of 16th Street and I Avenue in the Haggard Park area; and

**WHEREAS**, the City Council of the City of Plano finds it necessary to prohibit the stopping, standing, or parking of motor vehicles along and upon specified portions of 16th Street and I Avenue within the city limits of the City of Plano at all times and to prohibit the stopping, standing, or parking of motor vehicles along and upon specified portions of 16th Street within the city limits of the City of Plano during specified periods in order to provide for the safety of the general public within the area.

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

**Section I.** The City of Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-101 Prohibited on certain streets at all times, is hereby amended by the addition of the following:

*“16th Street:* along the south side of 16th Street between a point 35 feet west of I Avenue and its intersection with I Avenue.

*I Avenue:* along the east side of I Avenue between its intersection with 16th Street and a point 75 feet north of its intersection with 16th Street.

*I Avenue:* along the west side of I Avenue between its intersection with 17th Street and a point 75 feet north of its intersection with 16th Street.”

**Section II.** It shall be unlawful for any person to stop, stand, or park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along and upon the streets or portions of streets listed in the City of Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-101 Prohibited on certain streets at all times.

**Section III.** The City of Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, is hereby amended by adding Section 12-102.7 to read as follows:

“Section 12-102.7 No stopping, standing, or parking during specified periods

It shall be unlawful for any person to stop, stand, or park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along the following streets or portions of streets during the specified periods:

*16th Street:* along the south side of 16th Street between its intersection with H Avenue and a point 35 feet west of its intersection with I Avenue on weekdays between 10:00 a.m. and 2:00 p.m.”

**Section IV.** It shall be unlawful for any person to stop, stand, or park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along the streets or portions of streets listed in the City of Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-102.7 No stopping, standing, or parking during specified periods.

**Section V.** The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs to the sections of the roadways described herein, and such signs shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

**Section VIII.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

**Section X.** This Ordinance shall become effective from and after its passage and publication as required by law.

**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
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

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>05/08/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan J. Upchurch		Executive Director	5/11/06	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	5/22/06	
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"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> AGREEMENT
			<input type="checkbox"/> OTHER		
<b>CAPTION</b>					
<p>AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 0.546 ACRE DRAINAGE EASEMENT RECORDED IN COUNTY CLERK'S FILE NO. 94-0096715 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE JOHN M. SALMONS SURVEY, ABSTRACT NO. 815, LOCATED NORTH OF PARKER ROAD AND APPROXIMATELY 1700 FEET EAST OF JUPITER 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, STANDARD PACIFIC OF TEXAS, L.P., 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.</p>					
<b>FINANCIAL SUMMARY</b>					
<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:					
<b>SUMMARY OF ITEM</b>					
<p>This existing drainage easement is no longer required since the drainage conveyed to this easement is being relocated and contained in a pipe as indicated from the development plans. Necessary drainage easement is also being dedicated with the plat of this lot called The Hills of Spring Creek, Phase II.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			n/a		

W-1

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 0.546 ACRE DRAINAGE EASEMENT RECORDED IN COUNTY CLERK'S FILE NO. 94-0096715 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE JOHN M. SALMONS SURVEY, ABSTRACT NO. 815, LOCATED NORTH OF PARKER ROAD AND APPROXIMATELY 1700 FEET EAST OF JUPITER 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, STANDARD PACIFIC OF TEXAS, L.P., 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 that certain 0.546 acre drainage water easement recorded in County Clerk's File No. 94-0096715 of the Deed Records of Collin County, Texas (hereinafter called "Easement") and being situated in the John. M. Salmons Survey, Abstract No. 815, 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 the existing Easement is no longer needed. 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,

W-2

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 such 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 \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"  
0.546 ACRE  
EASEMENT ABANDONMENT

BEING A 0.546 ACRE DRAINAGE EASEMENT SITUATED IN THE JOHN M. SALMONS SURVEY, ABSTRACT NO. 815 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO CAROLYN S. BUCKLEY RECORDED IN COUNTY CLERK'S FILE NO. (CC#) 94-0096715 DEED RECORDS COLLIN COUNTY, TEXAS (D.R.C.C.T.), SAID 0.546 ACRE DRAINAGE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

**BEGINNING** AT A WOOD FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO STANDARD PACIFIC OF TEXAS L.P., RECORDED IN CC# 2002-0134944 D.R.C.C.T. AND IN THE SOUTH LINE OF THE REPLAT OF SPRING CREEK CAMPUS BLOCK 1, LOT 1R & LOT 2 RECORDED IN CABINET L, PAGE 390 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.);

THENCE S 00°48'13" W, ALONG THE EAST LINE OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON WEST LINE OF SAID STANDARD PACIFIC OF TEXAS L.P., TRACT A DISTANCE OF 943.15 FEET TO A POINT FOR CORNER FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON SOUTHWEST CORNER OF SAID STANDARD PACIFIC OF TEXAS L.P., TRACT BEARS S 00°48'13" W, A DISTANCE OF 258.38 FEET;

THENCE OVER AND ACROSS SAID CAROLYN S. BUCKLEY TRACT THE FOLLOWING COURSES AND DISTANCES;

N 89°11'47" W, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

N 00°48'13" E, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

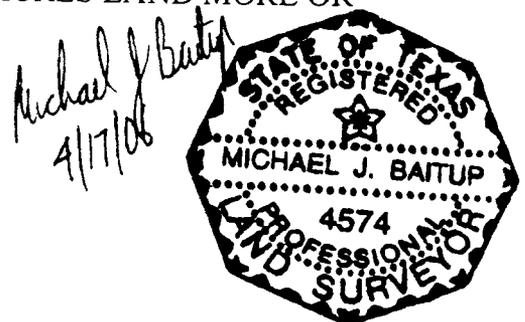
N 89°11'47" W, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

N 00°48'13" E, A DISTANCE OF 643.12 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID CAROLYN S. BUCKLEY TRACT AND IN THE SOUTH LINE OF SAID REPLAT OF SPRING CREEK CAMPUS BLOCK 1, LOT 1R & LOT 2;

THENCE S 89°14'37" E, ALONG SAID COMMON LINE A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.546 ACRES LAND MORE OR LESS;

W-4

I:\SLD\02145301\SDATA\1453EX06.DOC

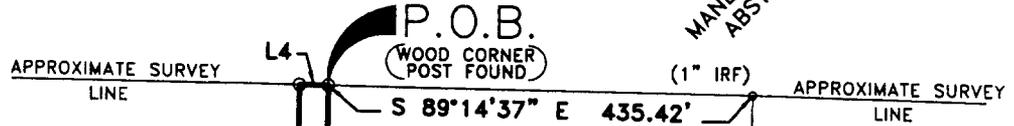


REPLAT  
 SPRING CREEK CAMPUS  
 BLOCK 1, LOT 1R & LOT 2  
 CABINET L, PAGE 390  
 P.R.C.C.T.

MANLEY BECK SURVEY  
 ABSTRACT NO. 76



SCALE: 1" = 200'



CAROLYN S. BUCKLEY  
 CC# 94-0096715  
 D.R.C.C.T.

STANDARD PACIFIC  
 OF TEXAS L.P.,  
 CC# 2002-0134944  
 D.R.C.C.T.

0.546 ACRE

LINE	BEARING	DISTANCE
L1	N 89°11'47" W	15.00'
L2	N 00°48'13" E	300.00'
L3	N 89°11'47" W	15.00'
L4	S 89°14'37" E	30.00'



*Michael J. Baitup*  
 4/17/06

JOHN C. LILES  
 VOLUME 777, PAGE 669  
 D.R.C.C.T.

LEGEND:

○	IRF	POINT FOR CORNER CAPPED IRON ROD FOUND
( )	D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
( )	D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
( )	CC#	COUNTY CLERK'S FILE NUMBER
( )	( )	PARENTHESIS INDICATES RECORD MONUMENT

F.M. HWY. NO. 2514  
 (PARKER ROAD-VARIABLE WIDTH R.O.W.)  
 CC# 93-0047007  
 D.R.C.C.T.

THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO STANDARD PACIFIC OF TEXAS L.P., RECORDED IN CC# 2002-0134944, DEED RECORDS, COLLIN COUNTY, TEXAS.

*W-5*

SHEET  1 OF 1	DATE: 4/17/06	<b>EXHIBIT A</b> <b>EASEMENT</b> <b>ABANDONMENT</b> IN THE JOHN M. SALMONS SURVEY ABSTRACT NO. 815 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS	<b>Carter::Burgess</b> CARTER & BURGESS, INC. 7950 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4961 (214) 636-0145
	SCALE: 1" = 200'		
	DRAWN BY: T. GOSSETT		
	CHECKED BY: T. JACKSON		

**EXHIBIT "B"**

**PETITION FOR ABANDONMENT**  
[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting Hills of Spring Creek Phase 2 [description and location of Easement] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

With the construction of HSC Ph. 2, the drainage conveyed to the existing easement to be abandoned will be picked up & contained within a closed drainage defined by a new easement that will be dedicated by final plat

2. The following public interest will be served as a result of the abandonment:

Drainage will now be contained within a closed drainage system, not within a grade to drain channel.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the 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 cost 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 Plano City Council decide not to abandon the 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.

4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.

5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

W-6

EXHIBIT "B"

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

Standard Pacific Homes

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.
9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Remainder of page blank]

W-7

**EXHIBIT "B"**

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Standard Pacific of Texas, L.P.

\_\_\_\_\_  
**Typed Name of Owner**

6333 N. State Hwy. 161 #350

\_\_\_\_\_  
**Address**

Irving, TX 75038

\_\_\_\_\_  
**City, State and Zip**

Dated: 4/16/06

\_\_\_\_\_  
**Signature of Owner**

*Michael W. Moody*

\_\_\_\_\_  
**Typed Name of Owner**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State and Zip**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

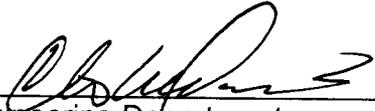
W-8

EXHIBIT "B"

-----  
**FOR DEPARTMENTAL USE ONLY**

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

  
\_\_\_\_\_  
Engineering Department  
City of Plano, Texas



REPLAT  
 SPRING CREEK CAMPUS  
 BLOCK 1, LOT 1R & LOT 2  
 CABINET L, PAGE 390  
 P.R.C.C.T.

MANLEY BECK SURVEY  
 ABSTRACT NO. 76



SCALE: 1' = 200'

APPROXIMATE SURVEY  
 LINE

(1" IRF)

APPROXIMATE SURVEY  
 LINE

JOHN. M. SALMONS SURVEY  
 ABSTRACT NO. 815

CAROLYN S. BUCKLEY  
 CC# 94-0096715  
 D.R.C.C.T.

P.O.B.  
 (WOOD CORNER  
 POST FOUND)

S 89°14'37" E 435.42'

L4

L3

L2

L1

L4

L3

L2

L1

L4

L3

L2

L1

L4

L3

L2

L1

L4

EASEMENT TO  
 BE ABANDONED

STANDARD PACIFIC  
 OF TEXAS L.P.,  
 CC# 2002-0134944  
 D.R.C.C.T.

0.546 ACRE

LINE	BEARING	DISTANCE
L1	N 89°11'47" W	15.00'
L2	N 00°48'13" E	300.00'
L3	N 89°11'47" W	15.00'
L4	S 89°14'37" E	30.00'

LEGEND:

○		POINT FOR CORNER
○	IRF	CAPPED IRON ROD FOUND
	D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
	D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
	CC#	COUNTY CLERK'S FILE NUMBER
( )		PARENTHESIS INDICATES RECORD MONUMENT

S 00°48'13" W 258.38'

1/2" IRF

F.M. HWY. NO. 2514  
 (PARKER ROAD-VARIABLE WIDTH R.O.W.)  
 CC# 93-0047007  
 D.R.C.C.T.

ROBERT W. HILL  
 VOLUME 860, PAGE 175  
 D.R.C.C.T.



*Michael J. Baitup*  
 4/17/06

JOHN C. LILES  
 VOLUME 777, PAGE 669  
 D.R.C.C.T.

THE BEARING BASE IS THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO STANDARD PACIFIC OF TEXAS L.P., RECORDED IN CC# 2002-0134944, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET  1 OF 1	DATE: 4/17/06	<b>EXHIBIT C-1</b> <b>EASEMENT</b> <b>ABANDONMENT</b> IN THE JOHN M. SALMONS SURVEY ABSTRACT NO. 815 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS	<b>Carter::Burgess</b> CARTER & BURGESS, INC. 7950 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4961 (214) 638-0145
	SCALE: 1" = 200'		
	DRAWN BY: T. GOSSETT		
	CHECKED BY: T. JACKSON		

EXHIBIT "D-1"  
0.546 ACRE  
EASEMENT ABANDONMENT

BEING A 0.546 ACRE DRAINAGE EASEMENT SITUATED IN THE JOHN M. SALMONS SURVEY, ABSTRACT NO. 815 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO CAROLYN S. BUCKLEY RECORDED IN COUNTY CLERK'S FILE NO. (CC#) 94-0096715 DEED RECORDS COLLIN COUNTY, TEXAS (D.R.C.C.T.), SAID 0.546 ACRE DRAINAGE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

**BEGINNING** AT A WOOD FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO STANDARD PACIFIC OF TEXAS L.P., RECORDED IN CC# 2002-0134944 D.R.C.C.T. AND IN THE SOUTH LINE OF THE REPLAT OF SPRING CREEK CAMPUS BLOCK 1, LOT 1R & LOT 2 RECORDED IN CABINET L, PAGE 390 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.);

THENCE S 00°48'13" W, ALONG THE EAST LINE OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON WEST LINE OF SAID STANDARD PACIFIC OF TEXAS L.P., TRACT A DISTANCE OF 943.15 FEET TO A POINT FOR CORNER FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CAROLYN S. BUCKLEY TRACT AND THE COMMON SOUTHWEST CORNER OF SAID STANDARD PACIFIC OF TEXAS L.P., TRACT BEARS S 00°48'13" W, A DISTANCE OF 258.38 FEET;

THENCE OVER AND ACROSS SAID CAROLYN S. BUCKLEY TRACT THE FOLLOWING COURSES AND DISTANCES;

N 89°11'47" W, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

N 00°48'13" E, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

N 89°11'47" W, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

N 00°48'13" E, A DISTANCE OF 643.12 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID CAROLYN S. BUCKLEY TRACT AND IN THE SOUTH LINE OF SAID REPLAT OF SPRING CREEK CAMPUS BLOCK 1, LOT 1R & LOT 2;

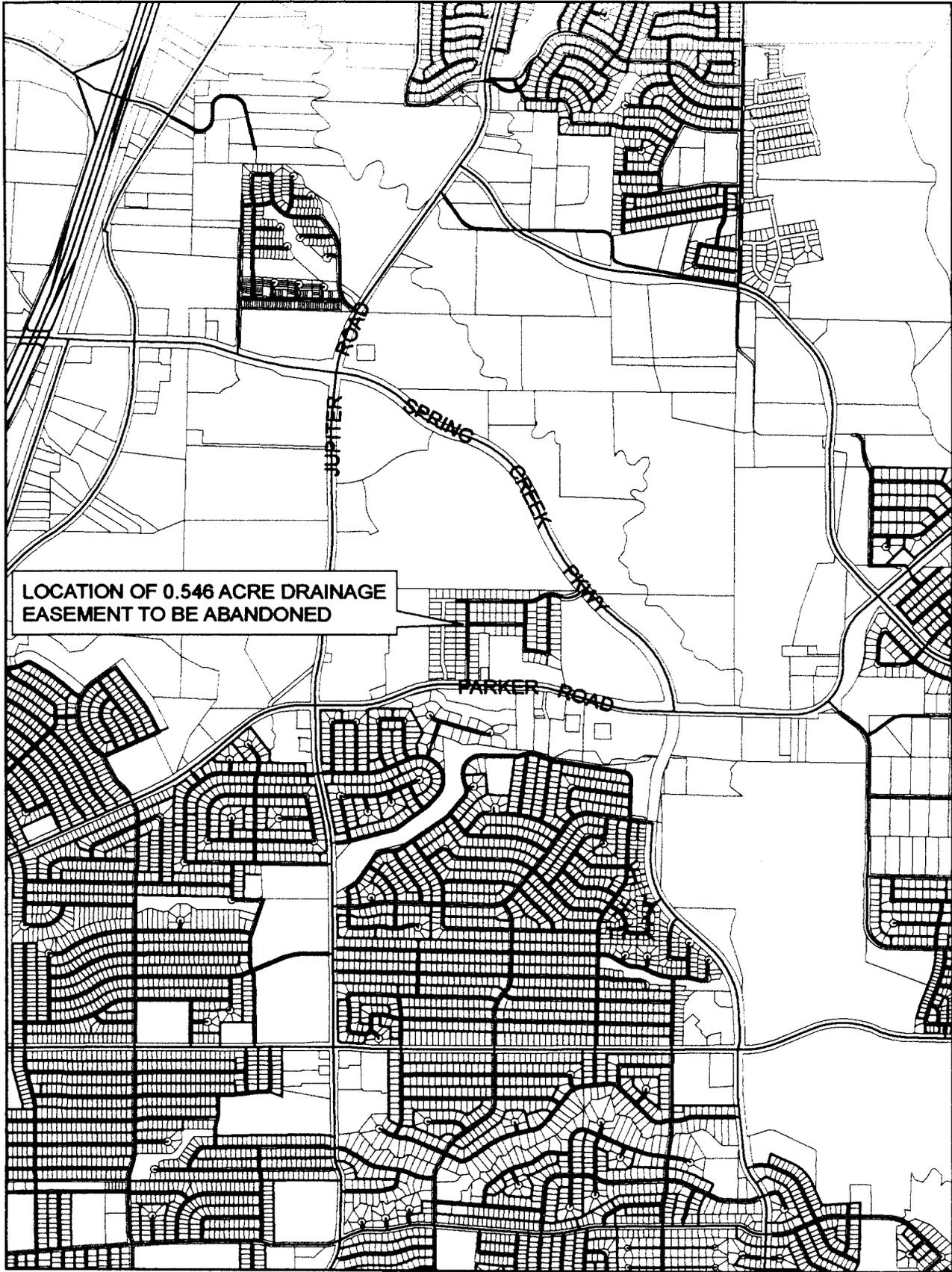
THENCE S 89°14'37" E, ALONG SAID COMMON LINE A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.546 ACRES LAND MORE OR LESS;

*W-12*

I:\SLD\02145301\SDATA\1453EX06.DOC

*Michael J. Baitup  
4/17/06*





W-13



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>05/08/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services	Initials	Date	
Department Head	Mark Israelson	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/13/06</i>
Agenda Coordinator (include phone #):	<b>Nancy Rodriguez X7510</b>			
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				
<b>CAPTION</b>				
<p><b>APPROVING A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND DALLAS MTA, L.P., A TEXAS LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE WELLINGTON SITE; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<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: This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
This item is related to the previous public hearing item authorizing Dallas MTA, LP, d/b/a Verizon Wireless to locate, place, attach, install, and operate telecommunications ground equipment in certain specific portions of the public rights of way near Preston Meadow Drive identified as the Wellington Site.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo from Mark Israelson				

*X-1*

**MEMORANDUM**

**TO:** Tom Muehlenbeck, City Manager

**FROM:** Mark D. Israelson, Director of Customer and Utility Services 

**DATE:** May 8, 2006

**SUBJECT:** Verizon Cellular Agreement

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On November 28, 2005, the City Council approved Resolution No. 2005-11-30(R) that allowed Dallas MTA, L.P., a Texas Limited Partnership, d/b/a Verizon Wireless, to attach cellular equipment to be attached to and at the base of an Existing TXU Electric transmission tower in Preston Ridge Trail Park. Inadvertently, a Chapter 26 Ordinance was not passed prior to the public hearing. The attached ordinance will correct this oversight.

X-2

ORDINANCE NO. \_\_\_\_\_

**APPROVING A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND DALLAS MTA, L.P., A TEXAS LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE WELLINGTON SITE; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City approved Resolution No. 2005-11-30(R) on November 28, 2005 to allow cellular equipment to be attached to and at the base of an existing TXU Electric transmission tower for Dallas MTA, L.P., a Texas Limited Partnership, d/b/a Verizon Wireless, as depicted on the drawing attached hereto as Exhibit "A" (called "Project") which requires the use or taking of a portion of City of Plano public park land near Preston Meadow Drive identified as the Wellington Site, (called "Park Land"); and inadvertently did not pass Chapter 26 Ordinance, and

**WHEREAS**, Chapter 26 of the TEXAS PARKS AND WILDLIFE CODE (called "Code") requires a public hearing to determine whether or not the Project's proposed use of a portion of the Park Land should be approved in accordance with certain criteria contained within the Code; and

**WHEREAS**, Notices of the Public Hearing were duly served and published in conformity with the Code; and

**WHEREAS**, a public hearing was held by the City Council on November 28, 2005, during which all interested persons were given the opportunity to testify and present other relevant evidence before the City Council;

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

K-3

**Section I.** After hearing and reviewing all of the testimony and evidence at the Public Hearing as well as other matters and information relevant and pertinent to a determination, the City Council hereby finds and determines that:

- (a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
- (b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

**Section II.** The City Council further finds that the determination made in Section I is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas.

**Section III.** This Ordinance shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Plano, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, City Secretary

APPROVED AS TO FORM:

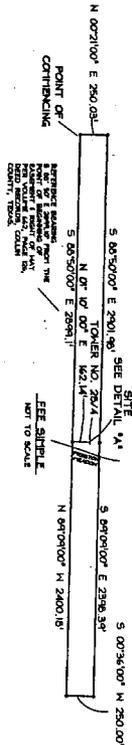
\_\_\_\_\_  
Diane C. Wetherbee, City Attorney

X-4

BASE OF SURVEY:  
NAD83 GRID NORTH

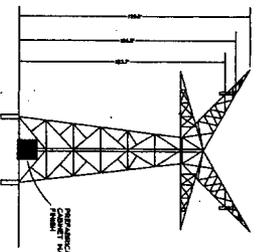
Site Name: WELLINGTON, Site ID #: R0052C  
Coffin County, Texas  
AS-BUILT SURVEY FOR WIRELESS COMMUNICATIONS ANTENNA AND ACCESSORY CABINET

NS

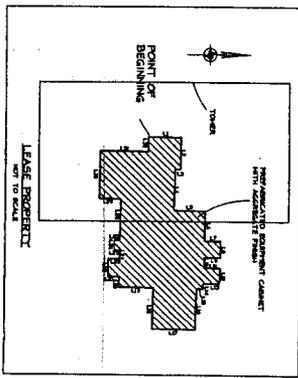


**LEGAL DESCRIPTION**  
TOWNSHIP 24S, RANGE 10E, COFFIN COUNTY, TEXAS  
DEED RECORDS, COFFIN COUNTY, TEXAS

**LEGAL DESCRIPTION STATEMENT**  
This document is a legal description of the land on which the tower and antenna are to be located. It is based on the survey of the land on which the tower and antenna are to be located, and on the survey of the land on which the tower and antenna are to be located. The land on which the tower and antenna are to be located is described as follows: ...



**EAST TOWER ELEVATION**  
NOT TO SCALE  
GROUND ELEVATION (MSL) = 7822 (INDIC 29)  
NAD83 GRID NORTH  
LONGITUDE = 98° 06' 43.8\"/>

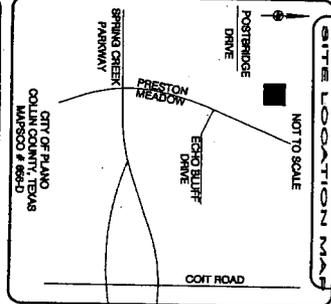


LEASE BOUNDARY LINE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 89°50'00\"/>				

**LEASE SITE**

THIS IS A LEGAL DESCRIPTION OF THE LAND ON WHICH THE TOWER AND ANTENNA ARE TO BE LOCATED. IT IS BASED ON THE SURVEY OF THE LAND ON WHICH THE TOWER AND ANTENNA ARE TO BE LOCATED, AND ON THE SURVEY OF THE LAND ON WHICH THE TOWER AND ANTENNA ARE TO BE LOCATED. THE LAND ON WHICH THE TOWER AND ANTENNA ARE TO BE LOCATED IS DESCRIBED AS FOLLOWS: ...



**GENERAL NOTES:**

ALL COORDINATES BASED ON THE NAD83 GRID NORTH

**WELLINGTON**  
SITE # R0052C  
TOWER # 24W  
PRESTON MEADOW DRIVE  
PLANO, COFFIN COUNTY, TEXAS  
MAPSCO # 886-0

**PRECISE LAND SURVEYING, INC.**  
4015 GUS THOMASSON MESQUITE, TEXAS 75168  
(972) 661-7072 FAX (972) 279-1508

DATE: 12-10-07  
SCALE: 1" = 20'  
DRAWN BY: SD  
CHECKED BY: PLS  
FILE NAME: 988-0311.dwg

X-5



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>05/08/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services	Initials	Date	
Department Head	Mark Israelson	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/3/2006</i>
Agenda Coordinator (include phone #):	<b>Nancy Rodriguez X7510</b>			
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				
<b>CAPTION</b>				
<p><b>APPROVING A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND DALLAS MTA, L.P., A TEXAS LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS JACK CARTER PARK; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
This item is related to the previous public hearing item authorizing Dallas MTA, LP, d/b/a Verizon Wireless to locate, place, install and operate telecommunications ground equipment in certain specific portions of the public rights of way near Jack Carter Park, identified as the Preston Meadow Site.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo from Mark Israelson				

*y-1*

**MEMORANDUM**

**TO:** Tom Muehlenbeck, City Manager

**FROM:** Mark D. Israelson, Director of Customer and Utility Services 

**DATE:** May 8, 2006

**SUBJECT:** Verizon Cellular Agreement

---

On November 28, 2005, the City Council approved Resolution No. 2005-11-30(R) that allowed Dallas MTA, L.P., a Texas Limited Partnership, d/b/a Verizon Wireless, to attach cellular equipment to be attached to and at the base of an Existing TXU Electric transmission tower in Preston Ridge Trail Park. Inadvertently, a Chapter 26 Ordinance was not passed prior to the public hearing. The attached ordinance will correct this oversight.

y-2

ORDINANCE NO. \_\_\_\_\_

**APPROVING A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND DALLAS MTA, L.P., A TEXAS LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS JACK CARTER PARK; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City approved Resolution No. 2005-11-29(R) on November 28, 2005 to allow cellular equipment to be attached to and at the base of an existing TXU Electric transmission tower for Dallas MTA, L.P., a Texas Limited Partnership, d/b/a Verizon Wireless, as depicted on the drawing attached hereto as Exhibit "A" (called "Project") which requires the use or taking of a portion of City of Plano public park land known as Jack Carter Park, identified as the Preston Meadow Site (called "Park Land"); and inadvertently did not pass Chapter 26 Ordinance, and

**WHEREAS**, Chapter 26 of the TEXAS PARKS AND WILDLIFE CODE (called "Code") requires a public hearing to determine whether or not the Project's proposed use of a portion of the Park Land should be approved in accordance with certain criteria contained within the Code; and

**WHEREAS**, Notices of the Public Hearing were duly served and published in conformity with the Code; and

**WHEREAS**, a public hearing was held by the City Council on November 28, 2005, during which all interested persons were given the opportunity to testify and present other relevant evidence before the City Council;

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

4-3

**Section I.** After hearing and reviewing all of the testimony and evidence at the Public Hearing as well as other matters and information relevant and pertinent to a determination, the City Council hereby finds and determines that:

- (a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
- (b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

**Section II.** The City Council further finds that the determination made in Section I is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas.

**Section III.** This Ordinance shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Plano, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, City Attorney

y-4

