

# CITY COUNCIL

1520 AVENUE K



DATE: 5/10/2010  
 CALL TO ORDER: 7:00 p.m.  
 INVOCATION: Pastor Brian McClane  
 Northpointe Church  
 PLEDGE OF ALLEGIANCE: Cub Scout Pack 220  
 Harrington Elementary

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><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Presentation: 2010 Paul L. Standberry Scholarship Awards</p> <p>Proclamation: Public Service Recognition Week</p> <p>Proclamation: National Safe Boating Week</p> <p>Proclamation: Keller Williams RED DAY</p> <p>Special Recognition: Employee of the Year, Nicole Offerdahl</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Library Advisory Board</u></b>                      Denver Tracy</p> <p><b><u>Photographic Traffic Signal Advisory Committee</u></b>                      Natalie Crawford                      Robert Drotman</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b>  <b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b>  (a) April 26, 2010</p> <p><b><u>Approval of Expenditures</u></b>  <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b>  (b) CSP No. 2009-180-C for a mobile data system for the Radio Shop to Moseley Associates, Inc. in the amount of \$1,413,767 plus a 5 year maintenance contract in the amount of \$167,527 for a total system cost of \$1,581,294 and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>  (c) To approve an engineering contract by and between the City of Plano and EJES Incorporated in the amount of \$215,365 for the engineering design of the Split Trail Road - K Avenue to Spring Creek Parkway Project and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Contract Modification</b>  (d) To approve and authorize Contract Modification No. 6 for the purchase of Engineering Services for the McDermott Road - Ohio Drive to Coit Road Project in the amount of \$12,965 from Halff Associates, Inc.</p> <p><b><u>Adoption of Resolutions</u></b>  (e) 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 Memorial Day Holiday period; authorizing its execution by the City Manager; and providing an effective date.  (f) To authorize the purchase of the Northrup Grumman Remotec Talisman wireless hybrid radio system and maintenance support from Remotec, Inc., a sole-source provider, in the amount of \$54,998 for use by the Plano Police Department; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.  (g) To approve the Investment Portfolio Summary for the quarter ending March 31, 2010; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve a Boundary Line Agreement between the City of Plano, the North Texas Municipal Water District and Oncor Electric Delivery Company for property located south of Plano Parkway, west of Coit Road in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To approve and grant an electric easement to Oncor Electric Service Company on City property, Fire Station #13, located on the west side of Corporate Drive, south of Legacy Drive, authorizing its execution by the City Manager, and providing an effective date.	
(j)	To approve and grant an electric easement to Oncor Electric Service Company on City property, Rowlett Creek Treatment Plant, located on the east side of Los Rios Boulevard, north of 14th Street, authorizing its execution by the City Manager, and providing an effective date.	
(k)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	Consideration of a Resolution to repeal Resolution No. 2007-5-17 and approving the terms and conditions of a new Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.1± acres located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Roger Lawler</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/10/2010		
Department:		City Manager		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Presentation: 2010 Paul L. Standberry Scholarship Awards				
<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
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Council Meeting Date:		05/10/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Proclamation: Public Service Recognition Week				
<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
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Proclamation: National Safe Boating Week				
<b>FINANCIAL SUMMARY</b>				
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<b>CAPTION</b>				
Proclamation: Keller Williams RED DAY				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
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Department:		City Manager		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Special Recognition: Employee of the Year, Nicole Offerdahl				
<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>
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<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
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**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
April 26, 2010**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Dyer called the meeting to order at 5:02 p.m., Monday, April 26, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071, and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:40 pm.

**Consideration and action resulting from Executive Session discussion:**

No items were considered.

**Personnel Appointment**

Photographic Traffic Signal Advisory Committee

Council Member Davidson appointed Robert Drotman to a three-year term.

Library Advisory Board

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

## **Discussion and Direction Regarding Library Services**

City Manager Muehlenbeck spoke to the presentation made at the Core Matrix Worksession and Staff's proposal to close libraries on Sunday saving \$282,000 for 2009-10 and \$365,643 in 2010-11. Library Director Ziegler spoke to reductions taken in the last two years with a loss of seventeen full-time and fourteen part-time positions resulting in a savings of over \$1.5 million while the libraries experienced increases in checkouts, holds, internet access and patron counts. She advised that implementation of self-service will allow the department to keep up, but a further personnel reduction would result in the inability to maintain service levels. Mayor Pro Tem LaRosiliere spoke to closures impacting those without computer access at home and requested discussion of alternatives. Ms. Ziegler stated that if 2.5 positions were cut rather than 5.5, libraries would reduce Thursday evening hours for a total cost savings of \$300,146 and spoke to this closure impacting a different segment of the population.

Council Member Smith spoke to rolling closures (one each on weekdays with all locations open on weekends). Ms. Ziegler advised she would gather information regarding possible savings and advised that to retain accreditation there must be 64 hours of service somewhere in the system. She spoke to Parr Library as having the smallest service area and fewest customers and advised that all locations trend the same with regard to traffic. Council Member Miner spoke to considering an increase in the hours on Saturday to offset Sunday closures.

Ms. Ziegler advised regarding the library's budget; spoke to customers' desire for circulating materials, the daily average of 42,000 holds and costs of pre-processed materials resulting in fewer copies. She spoke to the limit of 20 holds, staff "pulls" of over 1,600 per day and the limit of 50 books checked out per card. Council Member Smith spoke to the possible savings should the number of holds and checkouts be reduced and the Council requested information on the number of citizens with many books checked out. Ms. Ziegler spoke to services provided to non-residents resulting in external funding and to maintaining free services for accreditation. She responded to the Council regarding the impact rolling closures may have on computer access with patrons moving to available locations.

## **Discussion and direction concerning the funding and administration of grant programs supporting cultural and arts programs, heritage preservation activities, special events, social services and housing programs**

Community Services Manager Day spoke to receipt of 29 applications for public service funding which can be addressed through either the Community Development Block Grants (CDBG) or Buffington Grants and to the need to provide funding information to the Department of Housing and Urban Development by mid-June. She spoke regarding a recommendation that the Commission review criteria in preparation for the 2011 cycle. City Manager Muehlenbeck reviewed a recommendation to reduce the level of Buffington Grant funds to \$250,000 from \$2 per capita. Ms. Day spoke to the fairly constant level of CDBG funding and presentations advising groups that funding may be reduced. Mayor Pro Tem LaRosiliere and Council Member Miner spoke in support of \$250,000, and Council Member Davidson stated concern regarding agency expectations and clarifying standards. The Council concurred in directing Staff to move forward with \$1 per capita in funding and utilizing the current Council of Governments population figure as the reference point.

### **Presentation and Demonstration of City Online Check Register**

Director of Finance Tacke provided a briefing of the online system and navigation tools.

### **Comprehensive Monthly Financial Report**

Director of Finance Tacke advised that the General and Golf Course funds are down slightly as a percentage of budget compared to the prior year and that the Water/Sewer and Sustainability funds are up slightly. She spoke to the General Fund actual revenue being lower for the first six months of this year due to decreasing sales taxes and declines in franchise fees. Ms. Tacke spoke to the slight downturn in unemployment and the Water/Sewer fund offset by sewer revenue.

### **Council Items for discussion/action on future agendas**

Mayor Dyer requested a presentation from the North Texas Municipal Water District regarding future rates and billings.

### **Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:49 p.m.

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**Phil Dyer, Mayor**

ATTEST:

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**April 26, 2010**

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Diane Zucco, City Secretary  
Alice Snyder, Assistant City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, April 26, 2010, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Associate Pastor Kelvin Foley of Prestonwood Baptist Church and the Pledge of Allegiance was led Boy Scout Troop 2819.

Mayor Dyer received a check from Collin County for Road Improvement Projects; provided Special Recognition to Chetan Reddy, Winner of the DMN Regional Spelling Bee; and read a proclamation for Hedgcoxe Elementary School Teacher Appreciation Week

Mayor Dyer administered oaths of office to incoming members of boards and commissions and presented certificates of appreciation to outgoing members of the Public Art Committee.

**Comments of Public Interest**

Lee Stark, representing the Geriatric Wellness Center spoke to the reduction in funding of agencies by the United Way and reduced private donations and further requested the Council reconsider their decision to reduce the Buffington Grants.

## **Consent Agenda**

Upon a motion made by Council Member Harris and seconded by Council Member Miner, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

### **Approval of Minutes** (Consent Agenda Item "A")

April 10, 2010

April 12, 2010

### **Approval of Expenditures**

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

**Bid No. 2010-84-B** for Plano Aquatic Center - Bridge Replacement to Wall Enterprises in the amount of \$124,295 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2010-65-B** for Self Contained Breathing Air Compressor equipment and installation for the Fire Department to August Industries Inc. in the amount of \$52,600 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**Bid No. 2010-91-B** for the purchase of three (3) 1/2 ton extended cab pickup trucks for Fleet Services to be utilized by Athletic Field Maintenance, Utility Maintenance Administration, and Backflow Operations to Five Star Ford of Plano in the amount of \$55,005 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

**Bid No. 2010-87-C** for a one (1) year contract with three (3) optional one year renewals for the purchase of Public Building Landscape Maintenance for the Parks and Recreation Department at Coyote Creek Park, Davis Library, Fire Station 4, Fire Station 6, Fire Station 9, Fire Station 10, Haggard Library, Harrington Park, Liberty Park, Parr Library, Plano Aquatic Center, & Prairie Meadow Park; to Somerset Landscape Maintenance in the amount of \$55,462 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

**Bid No. 2010-29-C** for a one (1) year contract to purchase oil and lubrication products for Warehouse Operations to Douglass Distributing, Sun Coast Resources, Inc., Southwest Distributing Co., & Universal Lubricants, LLC in an estimated amount of \$98,554 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

**Proposal No. 2009-76-B** for EOC Audio Visual Project for the Department of Emergency Management to Audio Fidelity Communications Corporation dba The Whitlock Group in the amount of \$404,969 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

### **Purchase from an Existing Contract**

To approve the purchase of Landscape Maintenance Services for the Parks and Recreation department in the amount of \$351,000 from Dyna- Mist Construction Company, Inc. through an existing contract with the Plano ISD RFP #2009-080, for the term of three (3) years with two (2) optional one (1) year renewals, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

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

To approve a contract with Caye Cook DBA Caye Cook and Associates to provide Landscape Architectural Services in conjunction with the Frank Beverly Park Improvements in an amount not to exceed \$64,745 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. (Consent Agenda Item “I”)

To approve an engineering contract by and between the City of Plano and Jerry Parche’ Consulting Engineers in the amount of \$53,890 for Drainage Improvements – Ashington Lane, Rosehill Lane & Early Morn Drive and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

### **Approval of Change Order**

To Hencie International, Inc., increasing the contract by \$54,630 for the 2008-2009 Residential Concrete Pavement Rehabilitation Project, Zone I 4, Project No. 5969, Change Order No. 2. Original Bid No. 2009-79-B. (Consent Agenda Item “K”)

### **Adoption of Resolutions**

**Resolution No. 2010-4-12(R):** To terminate the contract due to contract noncompliance by and between the Salvation Army and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2010-4-13(R):** To modify the contract by and between the Samaritan Inn and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to the previous agenda item; approving its execution by the City Manager; and providing an effective date (Consent Agenda Item “M”)

**Resolution No. 2010-4-14(R):** To support participation in the Cotton Belt Rail Line corridor study to further facilitate rail transit service; and providing an effective date. (Consent Agenda Item “N”)

**END OF CONSENT**

**Bid No. 2010-48-C** for a one (1) year contract with three (3) City optional renewals for the purchase of large and small plastic meter box lids to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120 and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item “1”)

City Engineer Upchurch spoke regarding the need to change meter box lids to accommodate implementation of the radio system. He spoke to evaluation of samples provided, the need for a good fit and those provided by the low bidder as having too large a variable for acceptance. Mr. Upchurch recommended approval of the next low bid.

Jeff Nielsen of DFW Plastics spoke to his experience with the City, samples provided based on bid specifications and the effect of a ribbing structure. Mr. Upchurch advised that tolerance was not included in the specifications and Mayor Pro Tem LaRosiliere stated concern regarding its omission.

A motion was made by Council Member Miner and seconded by Deputy Mayor Pro Tem Dunlap to approve the item as recommended by Staff. The Council voted 7-1 with Mayor Pro Tem LaRosiliere voting in opposition. The motion carried.

**Resolution No. 2010-4-15(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuComp, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “2”)

Director of Finance Tacke advised that VuComp, Inc, would occupy no less than 9,500 square feet of space and retain, transfer or create up to 14 full-time jobs by August 15, 2010 with up to an additional 31 full time jobs by December 31, 2012 and 55 by December 31, 2014. She advised that the terms of the agreement run from August 15, 2010 through August 14, 2016 in an amount of up to \$125,000.

Upon a motion made by Council Member Callison and seconded by Council Member Smith, the Council voted 8-0 to approve the agreement between the City and VuComp, Inc and further to adopt Resolution No. 2010-4-15(R).

**Public Hearing and adoption of Ordinance No. 2010-4-16** as requested in Zoning Case 2010-01 to amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding screening requirements for single-family and two-family residential uses within the Retail and General Residential zoning districts; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Consent Agenda Item “3”)

### **Ordinance No. 2010-4-16 (cont'd)**

Director of Planning Jarrell spoke to proposed changes: revising the screening requirement when Retail Zoning property is developed as residential to remove the screening wall separation between adjacent residential zoning; include reference to residential landscaping requirements in Retail Zoning districts; and including the requirement for screening between nonresidential and residential zoned properties in General Residential districts. She advised that the Planning and Zoning Commission recommended approval as follows:

1. Amend Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) to read as follows:

#### **3.1001 Screening Walls or Visual Barriers**

- (1) In the event that an MF-1, MF-2, MF-3, BG, O-1, O-2, CE, CB-1, R, LC, RC, RE, CC, RT, LI-1, or LI-2 district sides or backs upon an ED, SF-20, SF-9, SF-7, SF-6, SF-A, PH, 2F, GR or UR district except as noted in (2) below, or in the event that any nonresidential district sides or backs to an MF-1, MF-2, or MF-3 district, a solid screening wall or fence of not less than six nor more than eight feet in height shall be erected along the entire property line separating these districts, except where visibility triangles or easements are required. (See Subsections 3.503 and 3.508.) The purpose of the screening wall or fence is to provide a visual barrier between the properties. The owner of such property shall be responsible for and shall build the required wall or fence along the entire property line dividing his property from the residential district. In cases where the Planning & Zoning Commission finds this requirement to be impractical for immediate construction, it may grant a temporary or permanent waiver of the required screening wall or fence until such time as the screening wall or fence may be deemed necessary by the City Council. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall.
- (2) No solid screening wall or fence shall be required as stated in Subsection 3.1001 (1) above when single-family or two-family residential uses are developed within the Retail zoning district.
- (~~2~~3) Any screening wall or fence required under the provisions of this section, a specific use permit, planned development district, or other requirement shall be constructed of masonry or reinforced concrete which does not contain openings more than 40 square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. The use of prefabricated, patterned concrete panels is prohibited.
- (~~3~~4) No fence, screen, wall, or other visual barrier shall be so located or placed that it obstructs the vision of a motor vehicle driver approaching any street or drive intersection, in accordance with Subsection 3.508.

**Ordinance No. 2010-4-16 (cont'd)**

- ~~(45)~~ Where an alley intersects with a street, no fence or plant taller than 30 inches may be placed within a sight visibility triangle defined by measuring eight feet to a point along the property lines and joining said points to form the hypotenuse of the triangle.
- ~~(56)~~ All required screening walls shall be equally finished on both sides of the wall.
2. Amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) to read as follows:
5. Landscaping (See Section 3.1200; residential uses as allowed in the Retail district shall comply with Section 3.1200 (2)(b).)

Mayor Dyer opened the Public Hearing. No one appeared to speak for or against the item. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to amend Subsection 2.818 of Article 2 and Subsection 3.1001 of Article 3 of the Comprehensive Zoning Ordinance of the City; as requested in Zoning Case 2010-01 and as recommended by the Planning and Zoning Commission and further to adopt Ordinance No. 2010-4-16.

There being no further discussion, Mayor Dyer adjourned the meeting at 7:37 p.m.

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**Phil Dyer, MAYOR**

ATTEST:

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Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/10/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>				
<b>CAPTION</b>				
CSP No. 2009-180-C for a mobile data system for the Radio Shop to Moseley Associates, Inc. in the amount of \$1,413,767.09, plus a 5 year maintenance contract in the amount of \$167,527.33 for a total system cost of \$1,581,294.42 and authorizing the City Manager to execute all necessary documents.				
<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>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	722,859	17,208,435	6,068,706	<b>24,000,000</b>
Encumbered/Expended Amount	-722,859	-15,144,038	0	<b>-15,866,897</b>
This Item	0	-1,581,294	0	<b>-1,581,294</b>
BALANCE	0	483,103	6,068,706	<b>6,551,809</b>
<b>FUND(S):     TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)</b>				
<p><b>COMMENTS:</b> Funds are available from the 2008 and 2009 sale of Tax Notes and 2010 sale of Certificates of Obligation. This item, in the amount of \$1,581,294, will leave a re-estimated current year balance of \$483,103 for the Radio System Infrastructure Replacement project.</p> <p><b>STRATEGIC PLAN GOAL:</b> A mobile data system and maintenance contract for the radio system infrastructure replacement project relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the purchase of a mobile data system with an optional five (5) year maintenance contract. This is a one-time purchase in the amount of \$1,413,767.09 with an optional five (5) year maintenance contract in the amount of \$167,527.33. The total awarded amount is \$1,581,294.42 which is covered by certificates of obligation. (CSP No. 2009-180-C).</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, CSP Recap and Matrix				

# AWARD RECOMMENDATION MEMO

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TO: PURCHASING DEPARTMENT

FROM: RON TIMMONS – DIRECTOR PSC



DATE: 04/23/10

RE: **AWARD RECOMMENDATION CSP NUMBER 2009-180-C**

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Based on the proposal evaluation for CSP No. 2009-180-C for Mobile Data Wireless Network System. RCC, a radio communications consulting firm retained by the City of Plano, has reviewed and evaluated all proposals. A reference check was performed on the top two (2) overall total weighted scores.

It is the recommendation of PSC to award CSP No. 2009-180-C to Moseley Associates, Inc. in the amount of \$1,413,767.09 plus 5 year maintenance contract at a cost of \$167,527.33 for a total system cost of \$1,581,294.42. Moseley Associates, Inc. appears capable of meeting the requirements of the aforementioned mobile data system and maintenance contract. As stated in the proposal documentation, this contract is to be awarded as a best value.

Moseley Associates, Inc. received all favorable referrals. All other submitted documents and documentation for Moseley Associates, Inc. ranked consistently high and favorable as well. Moseley Associates, Inc. are also the lower of the two proposals.

This will be a one (1) time purchase with an optional five (5) year maintenance contract. The amount awarded is covered by certificates of obligation.



**CSP No. 2009-180-C  
CSP MOBILE DATA WIRELESS NETWORK SYSTEM**

**RECAP**

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**Opening Date/Time:** Monday, October 19, 2009 @ 3:00 PM

**Number of Vendors Notified:** 3021

**Vendors Submitting “No Response”:** None

**Vendors Submitting Proposals:**

Moseley Associates, Inc.  
Motorola, USA

**Recommended Vendor:**

Moseley Associates, Inc. in the amount of \$1,413,767.09 with an optional five (5) year maintenance contract in the amount of \$167,527.33 for a total system cost of \$1,581,294.42.

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Sharron Mason  
Sharron Mason  
Sr. Buyer  
Purchasing Division

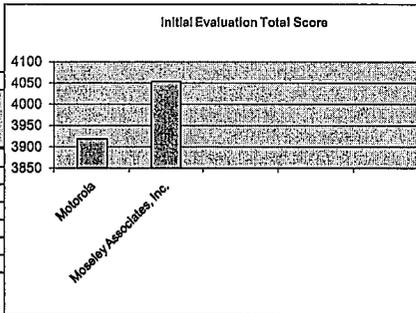
April 30, 2010  
Date

**Total Score -- Final Evaluation**

Vendor Name Maximum number of points	RFP Technical Evaluation 3000	RFP Terms & Conditions 1500	Cost / Payment Terms 2000	Response Format 1500	Quals & Experience 800	PM & Installation Schedule 200	Orals & Demo 1000	Total 10000	Ranking
Motorola	2589.5	1370.4	1632.7	1500.0	700.0	175.0	800.0	8767.6	2
Moseley Associates, Inc.	2718.2	1449.1	2000.0	1400.0	800.0	175.0	900.0	9442.3	1

**Total Score -- Initial Evaluation**

Vendor Name Maximum number of points	RFP Technical Evaluation 3000	T&C, Format, Training, ATP, W&M, Ref, S&M 1500	Cost / Payment Terms 2000	Total 6500	Ranking
Motorola	2561.9	1356.8		3918.7	2
Moseley Associates, Inc.	2624.4	1429.4		4053.8	1



**Final Technical Evaluation**

RFP Chapter Chapter Weight Maximum Possible Points	EQUIPMENT INSTALLATION REQUIREMENTS 10.0% 300	CURRENT ENVIRONMENT 6.0% 180	MOBILE DATA HARDWARE CONFIGURATION 20.0% 600	MOBILE DATA SOFTWARE AND OPERATING SYSTEM REQUIREMENTS 25.0% 750	MOBILE DATA WIRELESS INFRASTRUCTURE 49.0% 1500	Total 3900	Ranking
Motorola	296.6	0.0	541.4	600.0	1151.5	2589.5	2
Moseley Associates, Inc.	300.0	0.0	376.6	519.6	1322.0	2718.2	1

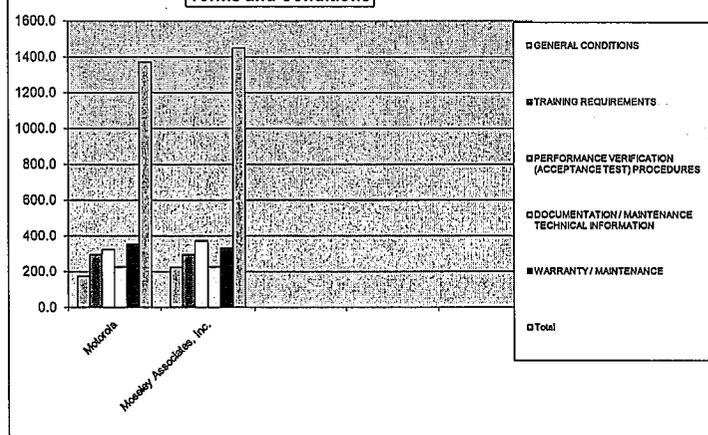
Score Distribution	0's	1's	2's	3's	4's
Motorola	4	4	11	10	44
Moseley Associates, Inc.	2	4	9	4	119

**Final Terms and Conditions Evaluation**

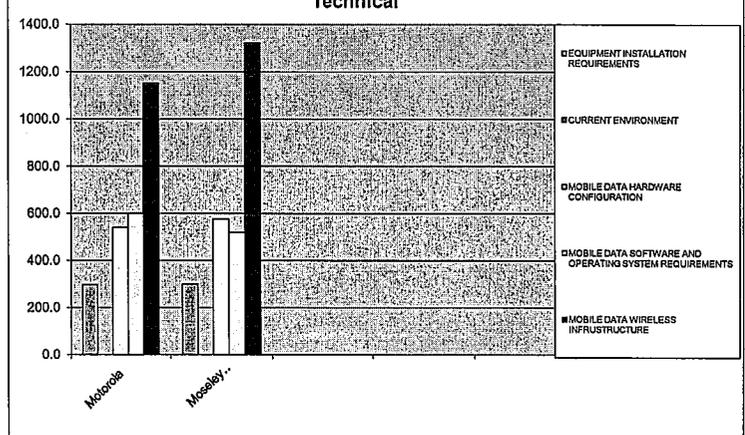
RFP Chapter Chapter Weight Maximum Possible Points	GENERAL CONDITIONS 15% 225	TRAINING REQUIREMENTS 10% 150	PERFORMANCE VERIFICATION (ACCEPTANCE TEST) PROCEDURES 25% 375	DOCUMENTATION / MAINTENANCE TECHNICAL INFORMATION 15% 225	WARRANTY / MAINTENANCE 25% 375	Total 1500	Ranking
Motorola	173.4	294.7	323.6	225.0	353.7	1370.4	2
Moseley Associates, Inc.	225.0	294.7	372.0	225.0	332.4	1449.1	1

Score Distribution	0's	1's	2's	3's	4's
Motorola	3	3	8	8	58
Moseley Associates, Inc.	2	1	2	0	77

**Terms and Conditions**



**Technical**





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	05/10/10
Department:	Public Works & Engineering
Department Head:	Alan L. Upchurch
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>	
<b>Project No. 5991</b>	

**CAPTION**

To approve an engineering contract by and between the City of Plano and EJES Incorporated in the amount of \$215,365 for the engineering design of the Split Trail Road – K Avenue to Spring Creek Parkway Project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2009-10</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	700,000	0	<b>700,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-215,365	0	<b>-215,365</b>
BALANCE	0	484,635	0	<b>484,635</b>

**FUND(S):** STREET IMPROVEMENT

**COMMENTS:** Funds are included in the 2009-10 Street Improvement CIP. This item in the amount of \$215,365, will leave a current year balance of \$484,635 for the Split Trail project.

**STRATEGIC PLAN GOAL:** Engineering design services for street construction relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement with EJES Incorporated is for engineering design for the Split Trail Road - K Avenue to Spring Creek Parkway Project that includes paving, drainage and water line improvements on Split Trail Road and a hydraulics report of the Brown Branch that crosses under Split Trail Road.

The contract fee is for \$215,365.00 and is detailed as follows:

<u>Basic Fee</u>	<b>Hydraulics</b>		<b>Total</b>
	<b>Roadway</b>	<b>Report</b>	
Preliminary Engineering/Field Survey Phase	\$37,535.00	\$27,910.00	\$65,445.00
Preliminary Design Phase/Channel Study Plans & Report	\$52,760.00	\$18,870.00	\$71,630.00
Final Design Phase	\$49,480.00	\$0.00	\$49,480.00
Bid Phase	\$4,730.00	\$0.00	\$4,730.00
Construction Administration	\$12,080.00	\$0.00	\$12,080.00
<b>Total Basic Fee</b>	<b>\$156,585.00</b>	<b>\$46,780.00</b>	<b>\$203,365.00</b>



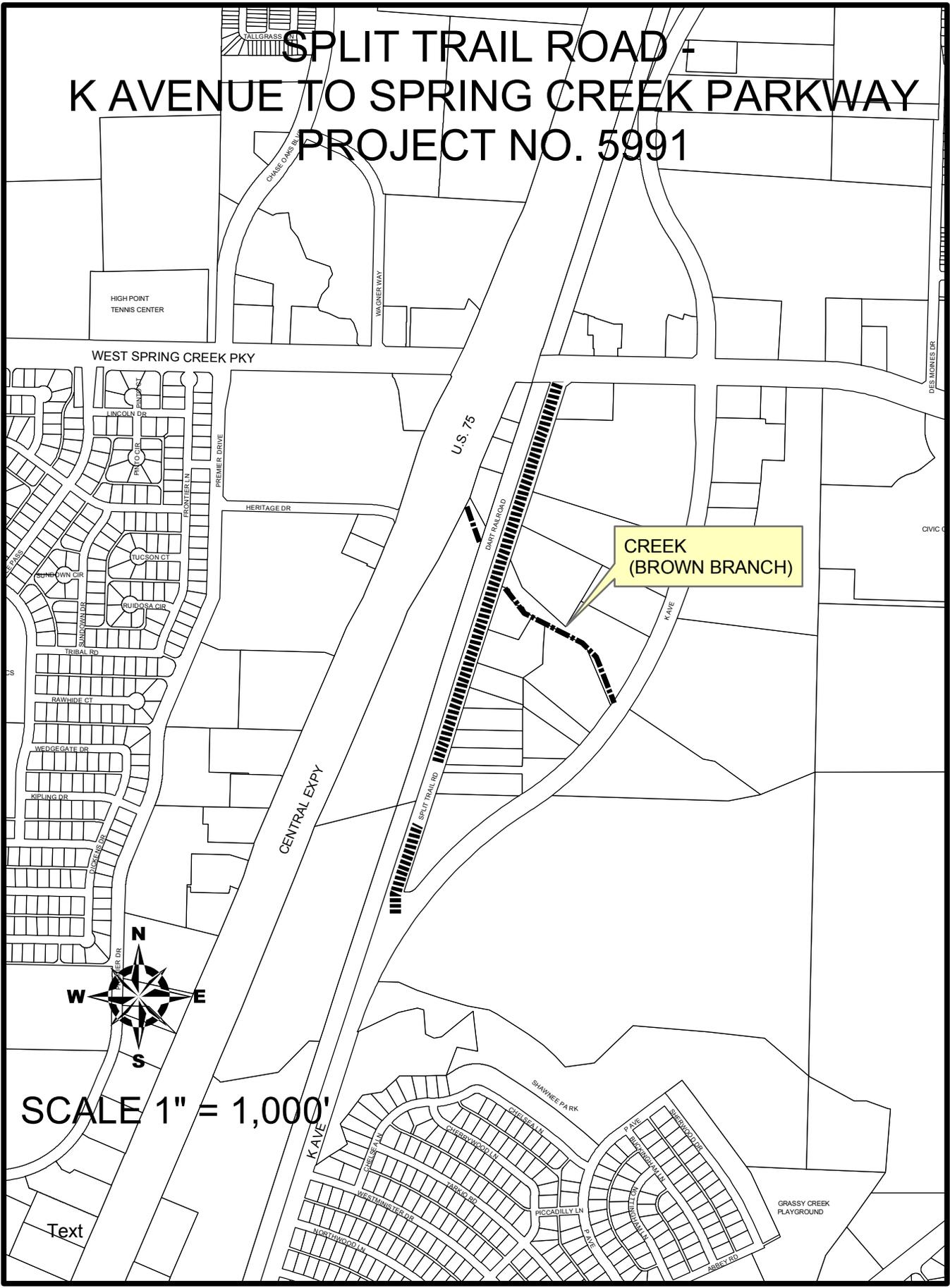
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

	<b>Roadway</b>	<b>Hydraulics Report</b>	<b>Total</b>
<u>Special Services</u>			
Easement Preparation	\$12,000.00	\$0.00	\$12,000.00
<b>Total Special Services</b>	<b><u>\$12,000.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$12,000.00</u></b>
<b>TOTAL FEE</b>	<b><u>\$168,585.00</u></b>	<b><u>\$46,780.00</u></b>	<b><u>\$215,365.000</u></b>

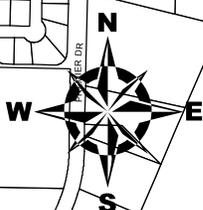
Funding is available from the 2009-10 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,507,000.

List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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# SPLIT TRAIL ROAD - K AVENUE TO SPRING CREEK PARKWAY PROJECT NO. 5991



CREEK  
(BROWN BRANCH)



SCALE 1" = 1,000'

Text

**SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY**

**PROJECT NO. 5991**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

**NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

### **VIII. Independent Contractor**

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

## **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

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

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

EJES Incorporated  
9401 LBJ Freeway, Suite 300  
Dallas, TX 75243  
Attn: Jim Lyles

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

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

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

**CONTINUED ON NEXT PAGE**

F. Effective Date:

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

**SIGNED** on the date indicated below.

**EJES, INCORPORATED**  
A Texas Corporation

DATE: 4-15-2010

BY:   
Edwin B. Jones  
PRESIDENT / CEO

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

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

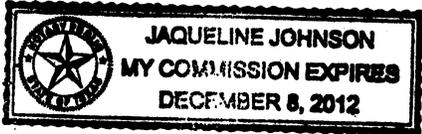
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2010, by **EDWIN B. JONES, PRESIDENT / CEO**, of **EJES INCORPORATED**, a **TEXAS** corporation, on behalf of said corporation.



*Jacqueline Johnson*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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

**EXHIBIT A  
SCOPE OF SERVICES**

**SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

**PROJECT DESCRIPTION:**

Reconstruction of the paving in Split Trail Road from K Avenue to ±700 feet south of Spring Creek Parkway.

The street paving shall be reinforced concrete (strength and thickness to be determined later) /6" lime stabilized subgrade.

The paving will be 37' wide (b-b) curb or 36' wide roadway if curb is not installed and drainage swales remain. A preliminary concept plan and drainage study will be done to establish which concept will be used.

Existing right-of-way (ROW) should be utilized. Storm Drainage will be installed as defined by an analysis of the related drainage areas and existing systems. Drainage swales adjacent to the road or storm sewer will be considered and might be eliminated in some areas if curb is installed. A new box culvert (or additional capacity installed as required) is an expected need under Split Trail along with possible alteration of the trestle/bridge structure under the railroad over the creek and improvement of the existing drainage channel from US75 to K Avenue. A separate drainage study defining these structures along with channel improvement needs will be done. Based upon the results of this study a separate fee will be negotiated for design of the additional structures and channel work.

1. Replace existing 8" water lines with new 8" lines from K Avenue to Spring Creek Parkway.
2. Sidewalks are proposed on the east side only (if project is constructed with curb and gutter). Barrier free ramps will be installed at all commercial driveways and street intersections.
3. Topographic Survey and cross-section work should extend 15 feet beyond the ROW. Cross-sections shall be shown at a maximum of 50 foot intervals and at every driveway or other locations of special significance. Additional data more than 15 feet beyond the ROW may be needed at driveways and should be provided at any drive likely to require work beyond the 15 foot limit to fit proposed grades and alignment as part of this project.
4. A drainage study shall be included for the portion of the Brown Branch tributary that begins at the box culverts under US 75 and proceeding downstream to include the railroad bridge, culverts under Split Trail Road and ending at the

culvert under K Avenue. Hydraulic models of this portion of the stream shall be included to show existing and proposed conditions. A field survey will be required to locate existing features and topography from US 75 to 100' downstream of Split Trail. Existing City contour maps shall be used for the study from that point down to K Avenue.

A preliminary channel improvement design of this reach and cost estimate will be provided in an effort to lower the water surface to the greatest extent practical.

## **BASIC SERVICES:**

### **A. Design Standards**

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

- Geodetic Monumentation Manual

- Manual for Right-of-Way Management

- Storm Drainage Design Manual

- Stream Bank Stabilization Manual

- Erosion & Sediment Control Manual

- Thorough Fare Standards Rules & Regulations

- Manual for the Design of Water & Sanitary Sewer Lines

- Standard Construction Details

- Barrier Free Ramp Details

- NCTCOG Standard Specifications for Public Works Construction

- Special Provisions to Standard Specifications for Public Works Construction

- Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. The City shall also provide guidance regarding project specific design issues

## **B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and ROW maps, existing easement information, recent bid tabulations from projects similar in scope and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Utilize the 1996 upstream drainage study by Winkelman and Associates, Inc. (Brown Branch) to determine FEMA flows and City of Plano ultimate development flows (available on micro fiche from the City) for the drainage study.

## **C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation. Use City of Plano monuments as datum.
3. Tie ROW lines and corners that can be found via pin finder, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing visible above ground utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), drainage channel flowlines, and other improvements as needed within the project areas for the design.
5. Provide existing and proposed grade cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels, pipe outfalls or other areas of significance. Provide cross-sections for the drainage channel to be analyzed within the required limits. Cross sections are for project design review and quantity takeoffs and will be a part of plan review sets as well as the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.

7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. For the drainage study, tie the horizontal and vertical location of the upstream and downstream end of the box culverts under US 75, the existing channel for the length of the study to an elevation at least 4 feet above the existing FEMA flood elevation (the flood zone), all physical encroachments into the flood zone, the railroad bridge support columns, the culverts under Split Trail, existing trees 4" in diameter and larger, and delineation of groups of smaller trees/brush. The survey shall extend from US75 to 100' downstream of Split Trail.

#### **D. Right-of-way and Easement Requirements –**

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

#### **E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
  - Cover sheet.
  - General Notes Sheet
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet (sheet by sheet breakdown of all quantities).
  - Typical sections and detail sheets.
  - Paving plan & profile sheets for street improvements. The consultant will need to evaluate the existing street lights on the project streets to see that adequate lighting exists. The City will provide the criteria. If additional lights are needed, new conduit and street light foundations will be included in the project with the information shown on the paving plans. Scale 1"= 20'H;1"=5'V.
  - Water Utility Replacement Plans, with proposed fire hydrant locations. Scale 1"=20'.
  - Drainage area maps (with drainage calculations) for street/drainage improvements. Scale 1"= 100'. The drainage analysis will include evaluation of street and inlet capacities for compliance with current City standards. Hydraulic analysis of existing storm drain system will be confined to existing project limits. Starting hydraulic grade

elevations shall be based on existing as-built plans or other reasonable assumptions confirmed by the City.

- Storm drainage improvement plan & profile sheets. Scale 1"= 20'H;1"=5'V.
- Construction phasing, temporary traffic control, final buttoning and signage plan sheets. Scale 1"= 40 or larger.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP. Include an erosion control plan and erosion control details from City Standards as required.
- Cross –Sections. Scale 1"=20'H; 1"=2'V.

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

The drainage study plans for the channel shall be submitted as a separate package from the paving and utility plans and shall include the following:

- Cover Sheet
- Project layout plan sheet at 1"=50'
- Plan/profile sheets scale 1"=20'H and 1"=4'V
- Cross Section sheets 1"=20H 1"=2V

A report shall be included that includes:

- The drainage model
- Cost estimate for the proposed channel improvements
- Evaluation of 404 requirements as they relate to the proposed improvements
- Evaluation of LOMR requirements as they relate to the proposed improvements

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain available information for the location of their facilities. Coordination effort will include the following tasks: a) contact DigTess prior to topographic survey to request field locates of existing underground utilities within the project limits; b)The City will submit the consultant's preliminary plans to the individual franchise utilities. c) Show approximate locations of franchise utilities on plans using field data and plan information provided by the individual utilities.

3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit six (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review. Additional sets will be required for submittal to the utility companies according to the specific companies in the project area.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - File Set
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

#### **F. Final Design –**

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

10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
11. Submit one (1) set of final black/blue line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

**G. Bid Phase Services –**

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

## **H. Construction Administration –**

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

## **I. Construction Control Survey –**

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

## **SPECIAL SERVICES:**

### **A. Right-of-Way and Easement Surveying –**

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

**EXHIBIT B  
COMPLETION SCHEDULE  
SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	0
2. Research and Data Collection / Site Visits	0
3. Field ROW, Topographic and Utility Surveying	20
4. Preliminary Engineering/Schematics/Drainage Study/ROW and Easement Parcel Delineation (Preliminary)	60
5. City Review	30
6. Preliminary Design/Channel Drainage Study & Report	100
7. City Review	30
8. Final Design (Pre-Final Submittal)/ROW and Easement Documents	70
9. City Review	30
10. Final Plans/Documents for Bidding	14
11. Advertise for Bids	30
12. Receive Bids	0
13. Recommendation	4
14. Prepare Council Agenda	21
15. Council Award	0
16. Prepare/Execute Contract	45
17. Schedule Preconstruction	14
18. Notice to Proceed	14
19. Construction	150

**EXHIBIT C  
PAYMENT SCHEDULE**

**SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>	<b>Roadway</b>	<b>Hydraulics Report</b>
1. Preliminary Engineering/Field Survey Phase	<u>\$65,445.00</u>	<u>\$37,535.00</u>	<u>\$27,910.00</u>
2. Preliminary Design Phase/ Channel Drainage Study Plans & Report	<u>\$71,630.00</u>	<u>\$52,760.00</u>	<u>\$18,870.00</u>
3. Final Design Phase	<u>\$49,480.00</u>	<u>\$49,480.00</u>	<u>\$0.00</u>
4. Bid Phase	<u>\$4,730.00</u>	<u>\$4,730.00</u>	<u>\$0.00</u>
5. Construction Administration	<u>\$12,080.00</u>	<u>\$12,080.00</u>	<u>\$0.00</u>
Total Basic Fee	<u>\$203,365.00</u>	<u>\$156,585.00</u>	<u>\$46,780.00</u>
6. Special Services –			
a. Permanent Easement Descriptions (4@ \$1,500.00) = <u>\$6,000.00</u>			
b. Temp. Construction Esmt. Descriptions (4@ \$1,500.00) = <u>\$6,000.00</u>			
Total Special Services	<u>\$12,000.00</u>	<u>12,000.00</u>	<u>0.00</u>
<b>Total Fee</b>	<b>\$215,365.00</b>	<b>\$168,585.00</b>	<b>\$46,780.00</b>

## EXHIBIT "D"

### ENGINEERING

#### INSURANCE

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

#### **1. General Insurance Requirements:**

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

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

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

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

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

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

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

(X) means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally: *Automobile - \$500 Comp/Cell.*

- X 26. The above policy(s) carry the following deductibles:
  - General Liability - \$0*
  - Professional - \$50,000*

Full limits of coverage available for:

General Liability	✓	Professional Liability	✓
Automobile Liability	✓		

- X 27. Liability policies are (indicate):

*General Liability*  
 OCCURRENCE  *Professional Liability*  
 CLAIMS MADE   
 Signature: *Amy Ray*

*Professional Liability*  
 CLAIMS MADE   
 Date: 4/13/10

*Amy Ray*  
 Insurance Agent (Print)  
EJES, Inc.  
 Name of Insured  
4/15/2010  
 Date





## DESCRIPTIONS (Continued from Page 1)

with a waiver of subrogation in regards to the worker's compensation coverage. The general liability coverage is on a primary and non-contributory basis.

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

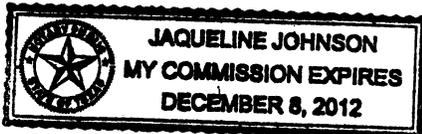
I, the undersigned declare and affirm that no person or officer of **EJES, Incorporated** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a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

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

By: EJES, Incorporated  
 Name of Consultant  
Edwin Jones  
 Signature  
EDWIN JONES  
 Print Name  
President  
 Title  
April 15, 2010  
 Date

STATE OF TEXAS      §  
    §  
 COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of April, 2010.



Jacqueline Johnson  
 Notary Public, State of Texas



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/10/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5387
<b>CAPTION</b>				
To approve and authorize Contract Modification No. 6 for the purchase of Engineering Services for the McDermott Road – Ohio Drive to Coit Road Project in the amount of \$12,965 from Half Associates, Inc.				
<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>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	34,513	3,140,487	0	<b>3,175,000</b>
Encumbered/Expended Amount	-34,513	-2,230,184	0	<b>-2,264,697</b>
This Item	0	-12,965	0	<b>-12,965</b>
BALANCE	0	897,338	0	<b>897,338</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2009-10 Street Improvement CIP. This modification (increases the contract to exceed 25% of the original contract), in the amount of \$12,965, will leave a current year balance of \$897,338 for the McDermott – Coit to Ohio project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Engineering design services for street construction relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Additional design services are required for design and revision of existing construction drawings on the McDermott Road project to install additional median openings at the request of an adjacent property owner. The property owner has paid the City \$9,432.00 for their portion of the design fee. The remaining \$3,533 of the fee is the City's portion for the design of a required median opening and left turn lane.</p> <p>The original contract amount was \$308,638.00. The Public Works &amp; Engineering Department is seeking City Council approval of this sixth modification because we have exceeded 25% of the original contract amount with Half Associates, Inc. The revised contract amount is \$389,589.00.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification 6		N/A		

## CONTRACT MODIFICATION

### McDERMOTT ROAD WIDENING- COIT ROAD TO OHIO DRIVE PROJECT NO. 5387

PURCHASE ORDER NO. 102709  
CIP NO. 31397

This shall serve as a Sixth Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Halff Associates, Inc. (hereinafter "Consultant"), dated December 21, 2004, for Professional Engineering for the referenced project (hereinafter "Project").

#### **Services:**

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

#### **TASK 1 – ADDITIONAL MEDIAN OPENINGS & TURN LANES**

1. Adjust Plans – Property Owner's Portion
  - a. Existing plan sheets will be adjusted to add three (3) additional turn lanes and two (2) additional median openings. The Removal, Paving, Signage, Striping, Grading and Illumination Conduit plan sheets will be revised to show the additional turn lanes and median openings to be funded by the developer.
  - b. The Landscaping and Irrigation plans will be adjusted to accommodate the revised median design to be funded by the developer.
2. Adjust Plans –City Portion
  - a. Existing plan sheets will be adjusted to add one additional turn lane and one additional median opening. The Removal, Paving, Signage, Striping, Grading and Illumination Conduit plan sheets will be revised to show the additional turn lane and median opening to be funded by the City of Plano.
  - b. The Landscaping and Irrigation plans will be adjusted to accommodate the revised median design to be funded by the City of Plano.

#### **Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$12,965.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

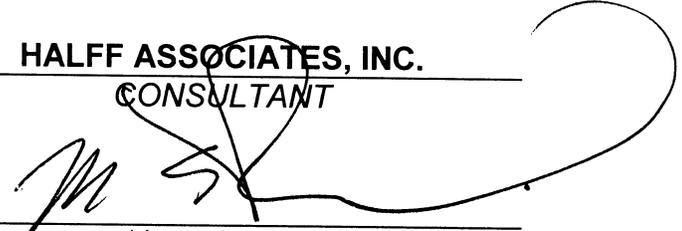
In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above,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

Original Contract Amount	\$	<u>308,638.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>376,624.00</u>
Amount, Modification No. 6	\$	<u>12,965.00</u>
Revised Contract Amount	\$	<u><u>389,589.00</u></u>
Total Percent Increase Including Previous Modifications		<u>26.23%</u>

**CITY OF PLANO**  
OWNER

By: \_\_\_\_\_  
(signature)

**HALFF ASSOCIATES, INC.**  
CONSULTANT

By:   
(signature)

Print  
Name: Thomas H. Muehlenbeck

Print  
Name: Mike Romanowski, P.E.

Print  
Title: City Manager

Print  
Title: Vice President

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

Date: 4/27/2010

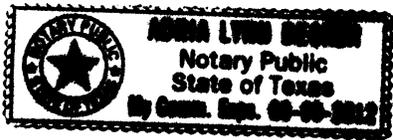
APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 27<sup>th</sup> day of April, 2010, by **MIKE ROMANOWSKI, P.E., VICE PRESIDENT** of **HALFF ASSOCIATES, INC.**, a Texas corporation, on behalf of said corporation.



Adria Decker  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/10/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
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 its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>09/10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	19,267	0	<b>19,267</b>
BALANCE	0	19,267	0	<b>19,267</b>
<b>FUND(S):     GRANT FUND (13-155-4831SB) GENERAL FUND (01-532)</b>				
<b>COMMENTS:</b> The grant contract provides revenue in the amount of \$19,267 for Police Officer Overtime during a TxDot Click-It Campaign period of May 1, 2010 through September 30, 2010. Overtime costs will be paid through the Grant Fund, and the benefit costs related to the overtime expenditures will be absorbed into the FY 2009-10 Police Department General Fund Budget.				
<b>STRATEGIC PLAN GOAL:</b> Enhanced enforcement using grant funds to provide public education regarding seat belt usage relates to the City's Goals of "Safe Large City" and "Financially Strong City with Service Excellence".				
<b>SUMMARY OF ITEM</b>				
The State of Texas, acting by and through the Texas Department of Transportation, offered the City of Plano a grant totaling \$19,266.98, described as "Click It or Ticket" (CIOT) Selected Traffic Enforcement Program. The effective grant period is May 1, 2010 through September 30, 2010. The grant provides funding for overtime police officers to enhance enforcement and public information and education efforts.				
List of Supporting Documents: Resolution, Grant Agreement, Memo			Other Departments, Boards, Commissions or Agencies	



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

## MEMORANDUM

**DATE:** April 22, 2010

**TO:** *grw* Gregory W. Rushin, Chief of Police

**FROM:** Brad Neal, Traffic Sergeant

**SUBJECT:** 2010 Click It or Ticket Grant

---

I have submitted a Traffic Safety Operational Plan to be worked in conjunction with the upcoming Memorial Day Holiday. This operational plan is funded by TXDOT, under the Click-It-or-Ticket STEP grant process. The City of Plano has been allotted **\$19,266.98** dollars for this grant. The City of Plano will not be required to match any funds related to this grant. It is funded by the state and sponsored by TXDOT.

This grant will be worked by the Plano Police Department, between the dates of May 24<sup>th</sup> and June 6<sup>th</sup>, 2010. At the conclusion of this grant we will conduct an occupant protection survey to determine the impact of this effort on drivers and passengers in Plano. Plano has always shown an increase in compliance because of this educational and enforcement effort. At the end of the 2009 grant, we discovered a 1 percent decrease in compliance from our occupants. Our final post survey showed an average of 95% compliance rate from the previous years 96% among occupants throughout the City of Plano.

### Pre-Surveys

- Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates **(May 18th to May 20th, 2010)**.

### Pre-Media Campaign

- 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 **(May 21st to May 23rd, 2010)**.

### Enforcement Period

- 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 **(May 24th to June 6th, 2010)**.

### Post-surveys

- Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. **(June 7th to June 9th, 2010)**.

### Post-media Campaign

- Conduct local media events to tell the public why the safety belt laws are important and the results of the wave. **(June 10th to June 12th, 2010)**.

**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 its execution by the City Manager or his authorized designee; 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, his authorized designee, 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.

**DULY PASSED AND APPROVED** this the 10th day of May, 2010.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

# Texas Traffic Safety eGrants

## Fiscal Year 2010

**Organization Name:** City of Plano

**Legal Name:** City of Plano

**Payee Identification Number:** 17560006409000

**Project Title:** STEP - Click It Or Ticket Mobilization

**ID:** 2010-PlanoPD-CIOT-00047

**Period:** 05/01/2010 to 09/30/2010

## **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 the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2010.

Project Title: **STEP - Click It Or Ticket Mobilization**

Grant Period: This Grant becomes effective on **05/01/2010** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2010** unless terminated or otherwise modified.

Total Awarded: **\$19,266.98**

Amount Eligible for Reimbursement: **\$19,266.98**

Match Amount: **\$0**

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of 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.

THE SUBGRANTEE

THE STATE OF TEXAS

**City of Plano**

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

[Legal Name of Agency]

By:

By:

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

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

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

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

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

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

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

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

Under the authority of Ordinance or  
Resolution Number (for local government):  
(If Applicable)

By:

\_\_\_\_\_  
[Resolution Number]

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required  
for local project grants under \$100,000.00)  
Date: \_\_\_\_\_

### **General Information**

Project Title	STEP - Click It Or Ticket
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.
How many years has your organization received funding for this project?	This will be our fifth or more year.

**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 Department's 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.
- 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 the 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 the Project 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 the 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, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification 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 the Project Budget, 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 the Project Budget, within the time frame specified in the Grant Period 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.
  - 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 Educational Institutions;
    - 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 this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
  - 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. Payments 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 specified in 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 in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in 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 through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the 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**

Not later than twenty (20) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance 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 submit the Final Performance Report through eGrants within twenty (20) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, 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.

## **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 in 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.

#### **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 in 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions 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 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:

- 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 through eGrants messaging.

## **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.
- 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.

#### **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.

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>.

**RESPONSIBILITIES OF THE SUBGRANTEE:**

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) 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 of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding **PI&E procedures**.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. 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.

J. Ensure that each officer working on the STEP project will complete an officer's daily

report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. 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, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. 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.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. 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, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

**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:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

## **Goals and Strategies**

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

### **Law Enforcement Objective/Performance Measure**

1. Number and type of citations/arrests to be issued during the October TEEN Operation
    - a. Safety Belt Citations
    - b. Child Safety Seat Citations
  
  2. Number and type of citations/arrests to be issued during the February TEEN Operation
    - a. Safety Belt Citations
    - b. Child Safety Seat Citations
  
  3. Number and type of citations/arrests to be issued during the February TEEN Operation
    - a. Safety Belt Citations
    - b. Child Safety Seat Citations
  
  4. Number and type of citations/arrests to be issued during the CIOT Operation
    - a. Safety Belt Citations 500
    - b. Child Safety Seat Citations 150
    - c. Increase the safety belt usage rate among drivers and front seat passengers, between pre & post survey results, by at least the following percentage points 2%
  
  5. Total Number of Enforcement Hours 350
- Step Indicator 2.785714

**PI&E Objective/Performance Measure**

- 1. Support Grant efforts with a public information and education (PI&E) program
  - a. Conduct a minimum of one (1) presentations 1
  - b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews) 2
  - c. Conduct a minimum of one (1) community events (e.g. health fairs, booths) 1
  - d. Produce the following number of public information and education materials (NOT Applicable) 0
  - e. Distribute the following number of public information and education materials (if applicable) 250

### Budget Summary

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries	\$19,266.98	\$0	\$19,266.98
(200)	Fringe Benefits			\$0
	Category I Sub-Total	\$19,266.98	\$0	
<b>Category II - Other Direct Costs</b>				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment			\$0
(500)	Supplies			\$0
(600)	Contractual Services			\$0
(700)	Other Miscellaneous			\$0
	Category II Sub-Total	\$0	\$0	\$0
<b>Total Direct Costs</b>		<b>\$19,266.98</b>	<b>\$0</b>	<b>\$19,266.98</b>
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate			\$0
<b>Summary</b>				
	Total Labor Costs	\$19,266.98	\$0	\$19,266.98
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs			
<b>Grand Total</b>		<b>\$19,266.98</b>	<b>\$0</b>	
\$19,266.98	Fund Sources (Percent)	100.00%	0.00%	

City of Plano  
**STEP - Click It Or Ticket Mobilization**

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	Share)			
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## CIOT Operational Plan

X I agree to the following

### Comments:

Site Description	Occupant Protection Jurisdiction Wide
Pre Surveys	May 18 - 20, 2010
Pre-Media Efforts Before Enforcement period	May 21 - 23, 2010
"Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)"	May 24 - June 6, 2010
Post Surveys	June 7 - 9, 2010
Post-Media Efforts After Enforcement period	June 10 -12, 2010
Reporting Period	June 13 - 26, 2010

### Description of Activities

"Pre-Surveys"	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 <a href="http://www.buckleuptexas.com">www.buckleuptexas.com</a> . Click on the "Survey Worksheet and Tools" link.
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Pre-Media Campaign

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.

Enforcement Period

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

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

Conduct local media  
events to tell the public  
why the safety belt laws  
are important and the  
results of the wave.

Agencies will submit a  
performance report for  
the CIOT enforcement  
period (May 24 - June 6,  
2010) during this time  
period

Reporting Period

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.

The Post-media  
Campaign may begin  
immediately after the  
post observational  
surveys are conducted."

## TEEN Safety Belt Operational Plan

X Not Applicable (if your agency is not participating in the teen project)

I agree to the following (Required, if your agency is selected to participate in the teen project)

### Comments:

Site Description	Occupant Protection Jurisdiction Wide
Enforcement Period (Minimum # of enforcement days: 4)	Oct 19 - 25, 2009 Feb 22 - 28, 2010 May 17 - 23, 2010
Reporting Period	Within 20 days of the conclusion of each enforcement period
Description of Activities	
Enforcement Period	Agencies selected to participate in the TEEN Safety Belt Demo project will intensify safety belt enforcement through overtime STEP in areas highly frequented by teens (Age 16 - 20)
Reporting Period	Agencies will submit a performance report for each Teen Safety Belt enforcement period which include the number of seat belt citations written to teens ages 16-20 during this time period.

City of Plano  
**STEP - Click It Or Ticket Mobilization**

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City of Plano  
**STEP - Click It Or Ticket Mobilization**

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2010-PlanoPD-CIOT-00047      Printed On: 4/27/2010

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2010-PlanoPD-CIOT-00047      Printed On:  
4/27/2010



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/10/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Northrup Grumman Remotec Talisman wireless hybrid radio system and maintenance support from Remotec, Inc., a sole-source provider, in the amount of \$54,998 for use by the Plano Police Department; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p>				
<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>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	54,998	0	<b>54,998</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-54,998	0	<b>-54,998</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     GRANT FUND</b>				
<p><b>COMMENTS:</b> Approval of this item will result in \$54,998 in operating expenses from a 2008 SHSP LEAP Grant in the amount of \$22,000 and a 2008 UASI LEAP Grant in the amount of \$32,998. Funds received from this grant will be used by the City of Plano - Emergency Operations Center / Training Facility to purchase a Digital Control for a Remote Bomb Robot.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approval of expenses from these grants relates to the City's goal of a "Financially Strong City with Service Excellence."</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of this request in the amount of \$54,998 is made for the purchase of the Northrup Grumman Remotec Talisman wireless hybrid radio system. Remotec Inc., is the sole-provider of the Talisman.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-424-5678  
Fax 972-424-0099  
<http://www.planopolice.org>

## **MEMORANDUM**

**DATE:** April 9, 2010  
**TO:** Mike Ryan, Purchasing  
**FROM:** Brad Fortune, Lieutenant, Homeland Security/Training  
**SUBJECT:** Name Brand Justification

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The Plano Police Department is requesting your approval to purchase a specific name brand item. We are planning to purchase a wireless controller for our Hazardous Devices Unit (HDU) to be used with our Northrup Grumman Remotec HD 1 Bomb Disposal Robot. Also, we have received initial approval for an additional Remotec F6B Robot through a 2010 Urban Area Security Initiative (UASI) Homeland Security Grant. The Plano Police Department has the only Hazardous Device Unit in Collin County and provides Bomb Squad support to all jurisdictions within the County. The unit also provides support to jurisdictions in Grayson County which does not have a Bomb Squad within the County. The specific item we are requesting approval for is the Northrup Grumman Remotec Talisman wireless system

The Remotec HD 1 robot is controlled by a fiber optic line which also sends information (audio and video) back to the control area. The Northrup Grumman Remotec Talisman wireless system is used in place of the fiber optic system on all Remotec robots. One of the features that separate the Talisman from competitor units is the hybrid system which incorporates both digital technology for video/audio and analog technology for control of the robot. The control and video/audio are encrypted, blocking the pirating of the signal to and from the robot and command truck. The sole competitor uses strictly digital technology. The benefit of the hybrid system is the system uses the best technology for the application (analog for control, digital for audio/video). Remotec guarantees the Talisman a line of sight control as well as audio and video of a minimum of 1000 meters. The competitor does not guarantee a specific distance. Northrup Grumman Remotec division prepares and delivers all preliminary paperwork for licensing of the wireless system through the FCC. The competitor does not prepare or deliver any paperwork to the FCC for licensing. The support for the system is from the manufacturer of the robot the system would be installed on. These systems and components are designed from the factory to mesh with the system.

This is an approved project through the 2008 Homeland Security Grant Program to be funded through both the UASI and State Homeland Security Grants (SHSP). Thank you for your consideration.

**A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Northrup Grumman Remotec Talisman wireless hybrid radio system and maintenance support from Remotec, Inc., a sole-source provider, in the amount of \$54,998 for use by the Plano Police Department; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.**

**WHEREAS**, the Plano Police Department uses the Northrup Grumman Remotec HD 1 Bomb Disposal Robot to respond to emergency incidents including multi-jurisdictional disasters; and

**WHEREAS**, the Northrup Grumman Remotec Talisman hybrid radio system (“Talisman”) is specifically designed to wirelessly control the Northrup Grumman Remotec HD 1 Bomb Disposal Robot; and

**WHEREAS**, Remotec Inc., is the sole-provider of the Talisman; and

**WHEREAS**, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

**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 Remotec, Inc. is the sole source provider of the Talisman to be purchased by the City, and thus, the 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 authorized designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the Talisman in the amount of \$54,998 from Remotec, Inc..

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

**DULY PASSED AND APPROVED** this 10<sup>th</sup> day of May, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/10/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x-7479</b>				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2010; 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	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending March 31, 2010.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2010 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano's Investment Portfolio Summary for the Quarter Ending March 31, 2010, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Investment Portfolio Summary"); and

**WHEREAS**, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

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

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

**Section I.** The City of Plano's Investment Portfolio Summary for the Quarter Ending March 31, 2010, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 10<sup>th</sup> day of May, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

City of Plano

**INVESTMENT PORTFOLIO SUMMARY**

**For the Quarter Ended**

**March 31, 2010**

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

  
City Manager

  
Director of Finance

  
Treasurer

**Strategy Summary:**

Information received since the Federal Open Market Committee met in January suggests that economic activity has continued to strengthen and that the labor market is stabilizing. Household spending is expanding at a moderate rate but remains constrained by high unemployment, modest income growth, lower housing wealth, and tight credit. Business spending on equipment and software has risen significantly.

However, investment in nonresidential structures is declining, housing starts have been flat at a depressed level, and employers remain reluctant to add to payrolls. While bank lending continues to contract, financial market conditions remain supportive of economic growth. Although the pace of economic recovery is likely to be moderate for a time, the Committee anticipates a gradual return to higher levels of resource utilization in a context of price stability.

With substantial resource slack continuing to restrain cost pressures and longer-term inflation expectations stable, inflation is likely to be subdued for some time.

The Committee will maintain the target range for the federal funds rate at 0 to 1/4 percent and continues to anticipate that economic conditions, including low rates of resource utilization, subdued inflation trends, and stable inflation expectations, are likely to warrant exceptionally low levels of the federal funds rate for an extended period. To provide support to mortgage lending and housing markets and to improve overall conditions in private credit markets, the Federal Reserve has been purchasing \$1.25 trillion of agency mortgage-backed securities and about \$175 billion of agency debt; those purchases are nearing completion, and the remaining transactions will be executed by the end of this March. The Committee will continue to monitor the economic outlook and financial developments and will employ its policy tools as necessary to promote economic recovery and price stability. **(1)**

The Securities and Exchange Commission -- after having hit Goldman Sachs Group Inc. with a civil fraud charge -- is investigating whether other mortgage deals arranged by some of Wall Street's biggest firms may have crossed the line into misleading investors. **(2)**

Asset Type	March 31, 2010		December 31, 2009	
	Ave. Yield	End Book Value	End Book Value	End Market Value
Pools/NOW Accounts	0.24%	48,897,309.90	48,897,309.90	46,692,983.72
Certificates of Deposit	1.15%	69,690,000.00	69,690,000.00	71,199,000.00
FHLB Notes	1.23%	206,405,583.70	206,898,503.12	120,748,348.36
FHLMC Notes	1.03%	33,792,933.61	33,712,504.60	60,181,077.28
FNMA Notes	1.49%	391,228,758.66	32,388,921.87	13,406,205.08
<b>Totals</b>			<b>391,587,239.49</b>	<b>312,227,614.44</b>
				<b>312,780,392.94</b>

**Average Yield (3):**

Total Portfolio 1.10%

**Fiscal Year-to-Date Average Yield (4):**

Total Portfolio 1.08%

**This Quarter:**

Rolling Three Month Treasury Yield	0.11%
Rolling Six Month Treasury Yield	0.19%
TexPool Yield	0.16%

**Last 12 Months:**

Rolling Three Month Treasury Yield	0.13%
Rolling Six Month Treasury Yield	0.23%
TexPool Yield	0.18%

**Investment Earnings (5):**

\$ 610,661 Quarter  
\$ 1,162,878 Fiscal Year To Date

**(1)** Source: Federal Reserve Press Release.

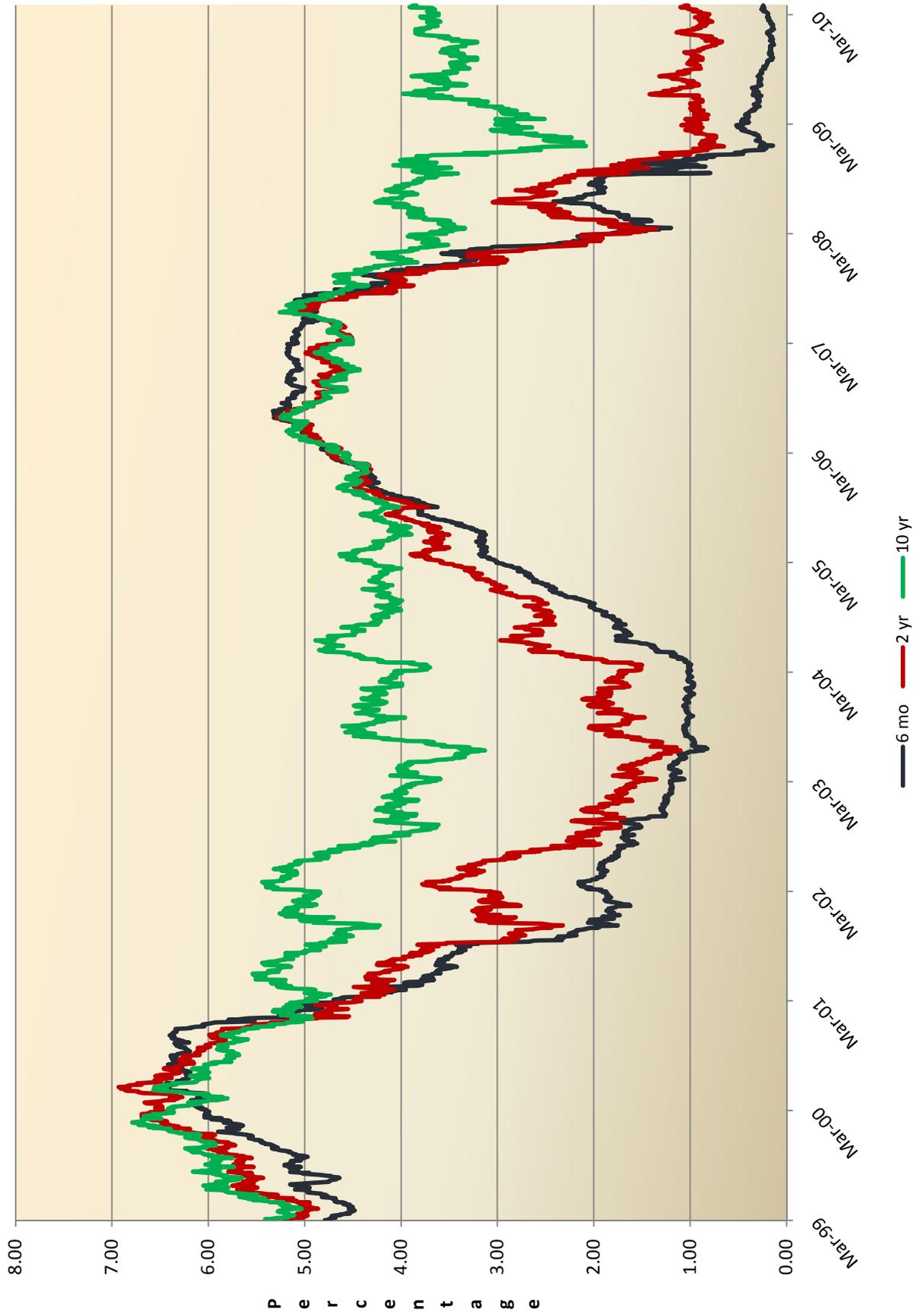
**(2)** Source: Wall Street Journal

**(3)** Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

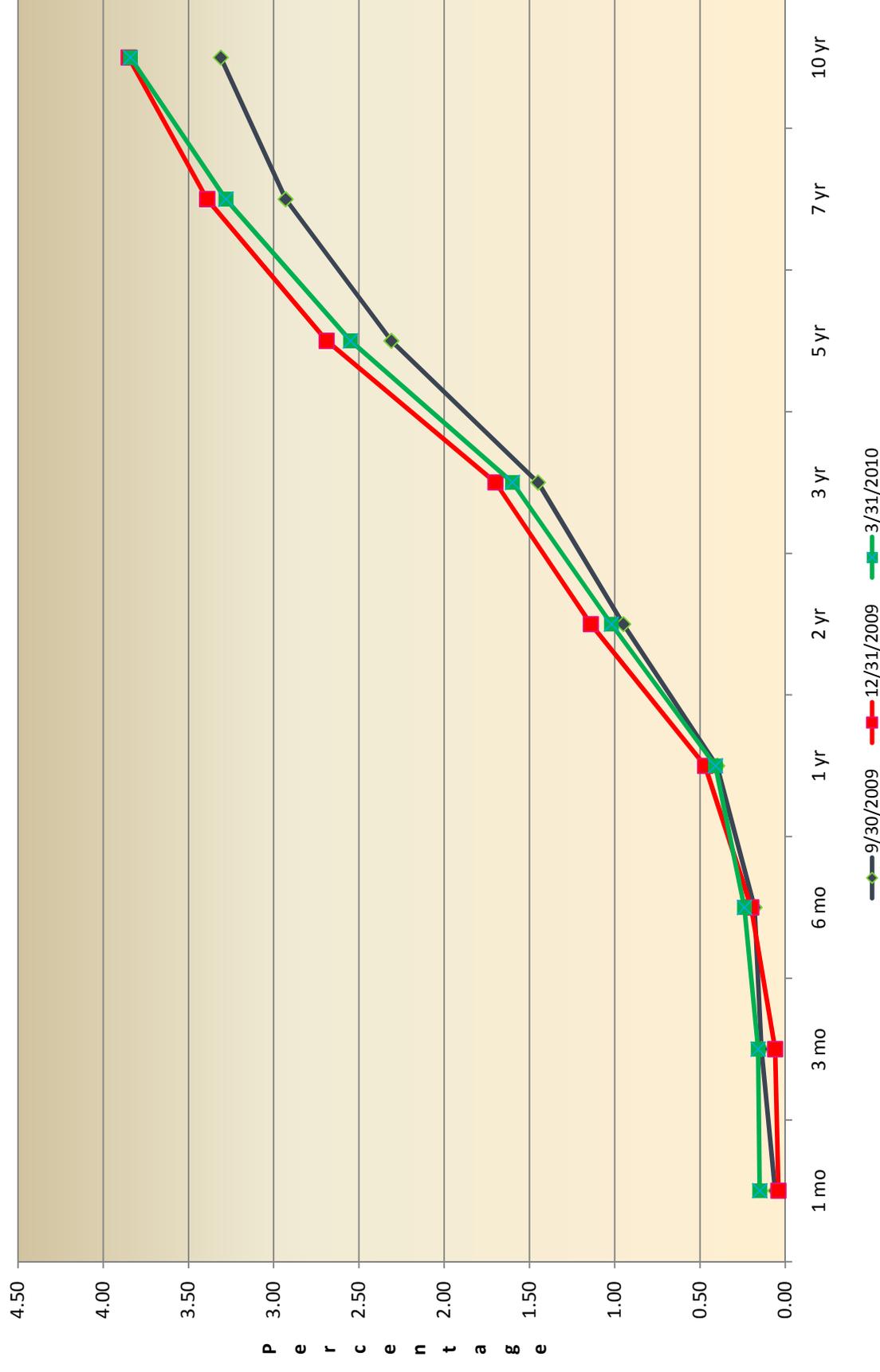
**(4)** Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

**(5)** Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments plus/minus Unrealized Gain or Loss.

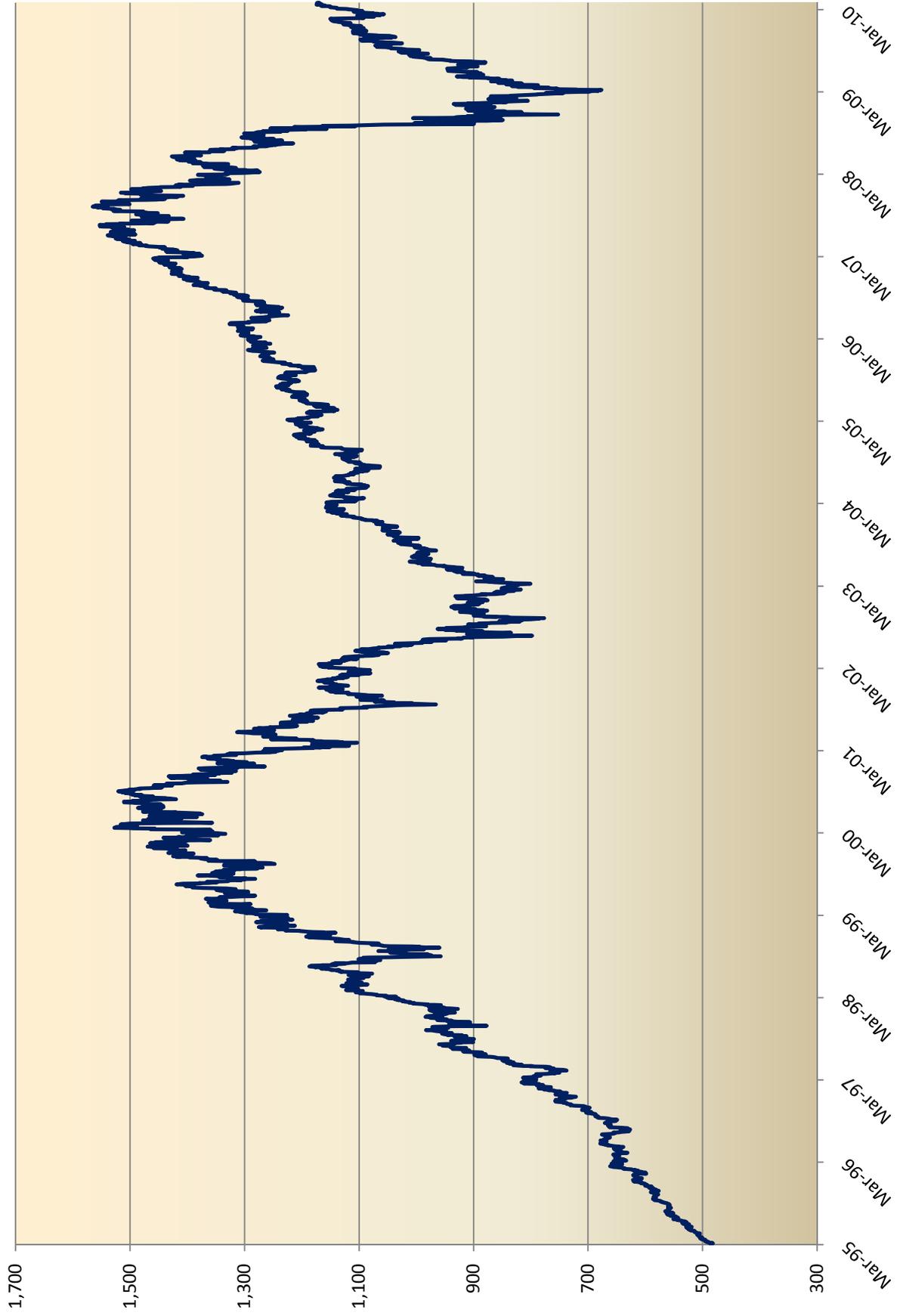
# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500





# Detail of Security Holdings

March 31, 2010

By Sector

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,000,000.00	2,085,800.00	2,010,121.18	0.964	2,011,250.00	1.44	0.66%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,003,671.60	1.002	21,065,625.00	3.97	1.25%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.004	20,087,500.00	6.26	1.25%
FHLB Notes	AAA	1.05%	11/15/10	06/25/09		6,000,000.00	6,010,560.00	6,004,760.31	0.999	6,007,500.00	7.51	0.92%
FHLB Notes	AAA	6.50%	05/13/11	07/30/09		1,000,000.00	1,083,680.00	1,052,364.17	0.977	1,058,750.00	13.38	1.25%
FHLB Notes	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,249,371.11	0.993	12,307,500.00	14.30	1.36%
FHLB Notes	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,613,508.53	1.008	5,651,112.50	15.54	1.35%
FHLB Notes	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,516,652.07	1.004	5,544,687.50	16.33	1.15%
FHLB Notes	AAA	0.85%	09/16/11	03/16/10		33,000,000.00	33,000,000.00	33,000,000.00	1.000	33,000,000.00	17.51	0.85%
FHLB Notes	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,004,676.60	0.997	7,982,500.00	22.89	0.97%
FHLB Notes	AAA	1.25%	06/25/12	03/25/10		13,000,000.00	12,981,150.00	12,981,287.42	0.999	12,963,437.50	26.79	1.32%
FHLB Notes	AAA	1.30%	07/26/12	03/12/10		8,725,000.00	8,734,565.45	8,734,355.83	0.997	8,708,640.62	27.80	1.25%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.005	36,191,250.00	6.00	1.42%
FHLB Notes	AAA	1.50%	09/24/12	03/24/10		17,000,000.00	16,983,850.00	16,983,973.55	0.997	16,936,250.00	29.77	1.54%
FHLB Notes	AAA	2.00%	09/14/12	03/11/10		17,000,000.00	17,256,428.00	17,250,841.33	1.007	17,382,500.00	29.44	1.39%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,716,549.77	0.996	5,703,180.60	12.62	1.47%
FHLMC Notes	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,075,321.06	0.989	3,086,295.00	13.11	1.18%
FHLMC Notes	AAA	0.75%	09/15/11	03/15/10		17,000,000.00	16,998,300.00	16,998,349.54	0.997	16,942,421.00	17.48	0.76%
FHLMC Notes	AAA	1.25%	02/17/12	03/09/10		8,000,000.00	8,002,800.00	8,002,713.24	0.997	7,980,608.00	22.56	1.23%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,000,000.00	3,086,145.00	3,027,289.43	0.983	3,032,812.50	4.39	0.75%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	08/07/06	1,000,000.00	994,375.00	999,035.80	1.044	1,037,812.50	10.26	5.18%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,829,878.24	0.991	3,810,000.00	12.00	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,521,801.59	0.993	5,501,718.75	12.23	1.48%
FNMA Notes	AAA	1.00%	04/04/12	03/08/10		6,000,000.00	5,986,158.00	5,986,578.01	0.998	5,975,625.00	24.10	1.11%
FNMA Notes	AAA	1.13%	04/23/12	03/23/10		2,050,000.00	2,047,117.19	2,047,147.46	0.995	2,037,828.12	24.72	1.19%
FNMA Notes	AAA	1.75%	07/26/12	03/12/10		11,031,900.00	11,031,900.00	11,031,200.92	0.996	10,993,125.00	27.80	1.62%
<b>TOTAL</b>						<b>\$ 390,502,309.90</b>	<b>\$ 391,640,157.90</b>	<b>\$ 391,228,758.66</b>		<b>\$ 391,587,239.49</b>	<b>12.26</b>	<b>1.10%</b>

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

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

# Detail of Security Holdings

March 31, 2010

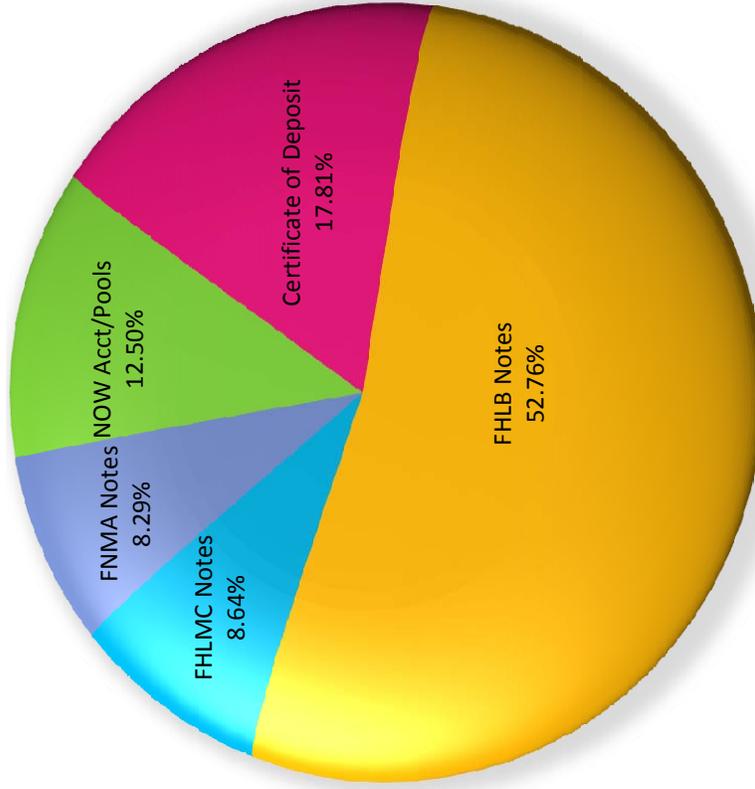
By Maturity

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.27%	04/01/10	03/31/10		35,390,981.57	35,390,981.57	35,390,981.57	1.000	35,390,981.57	0.03	0.27%
TexPool	AAA	0.16%	04/01/10	03/31/10		1,648,400.73	1,648,400.73	1,648,400.73	1.000	1,648,400.73	0.03	0.16%
Texaco Daily	AAA	0.18%	04/01/10	03/31/10		11,857,927.60	11,857,927.60	11,857,927.60	1.000	11,857,927.60	0.03	0.18%
Certificate of Deposit		1.46%	04/27/10	04/27/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	0.89	1.46%
Certificate of Deposit		1.06%	05/06/10	05/07/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	1.18	1.06%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,085,800.00	2,010,121.18	2,010,121.18	0.964	2,011,250.00	1.44	0.66%
Certificate of Deposit		1.25%	05/25/10	05/26/09		246,000.00	246,000.00	246,000.00	1.000	246,000.00	1.80	1.25%
Certificate of Deposit		1.70%	05/27/10	05/27/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	1.87	1.70%
Certificate of Deposit		0.75%	05/27/10	05/27/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	1.87	0.75%
Certificate of Deposit		1.15%	05/27/10	05/27/09		247,000.00	247,000.00	247,000.00	1.000	247,000.00	1.87	1.15%
Certificate of Deposit		1.56%	05/28/10	05/28/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	1.90	1.56%
Certificate of Deposit		2.30%	06/02/10	06/02/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	2.07	2.30%
Certificate of Deposit		2.20%	07/03/10	06/03/09		244,000.00	244,000.00	244,000.00	1.000	244,000.00	3.08	2.20%
Certificate of Deposit		1.60%	07/10/10	07/10/09		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	3.31	1.60%
Certificate of Deposit		0.65%	07/29/10	07/30/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	3.93	0.65%
Certificate of Deposit		0.55%	07/29/10	01/28/10		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	3.93	0.55%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,015,778.77	21,003,671.60	21,003,671.60	1.002	21,065,625.00	3.97	1.25%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,086,145.00	3,027,289.43	3,027,289.43	0.983	3,032,812.50	4.39	0.75%
Certificate of Deposit		1.16%	08/26/10	08/27/09		18,000,000.00	18,000,000.00	18,000,000.00	1.000	18,000,000.00	4.85	1.16%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.005	36,191,250.00	6.00	1.42%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.004	20,087,500.00	6.26	1.25%
Certificate of Deposit		1.25%	10/16/10	10/16/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	6.52	1.25%
FHLB Notes	AAA	1.05%	11/15/10	06/25/09		6,000,000.00	6,010,560.00	6,004,760.31	0.999	6,007,500.00	7.51	0.92%
Certificate of Deposit		1.50%	12/01/10	06/01/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	8.03	1.50%
Certificate of Deposit		0.95%	01/13/11	01/14/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	9.44	0.95%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	08/07/06	994,375.00	999,035.80	999,035.80	1.044	1,037,812.50	10.26	5.18%
Certificate of Deposit		1.00%	02/09/11	02/09/10		246,000.00	246,000.00	246,000.00	1.000	246,000.00	10.33	1.00%
Certificate of Deposit		0.56%	03/07/11	02/10/10		97,000.00	97,000.00	97,000.00	1.000	97,000.00	11.18	0.56%
Certificate of Deposit		1.00%	03/17/11	03/18/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	11.51	1.00%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,829,878.24	0.991	3,810,000.00	12.00	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,521,801.59	0.993	5,501,718.75	12.23	1.48%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,716,549.77	0.996	5,703,180.60	12.62	1.47%
FHLMC Notes	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,075,321.06	0.989	3,086,295.00	13.11	1.18%
Certificate of Deposit		0.81%	05/12/11	11/13/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	13.34	0.81%
FHLB Notes	AAA	6.50%	05/13/11	07/30/09		1,083,680.00	1,083,680.00	1,052,364.17	0.977	1,058,750.00	13.38	1.25%
FHLB Notes	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,249,371.11	0.993	12,307,500.00	14.30	1.36%
FHLB Notes	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,613,508.53	1.008	5,651,112.50	15.54	1.35%
Certificate of Deposit		1.25%	08/09/11	02/09/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	16.26	1.25%
FHLB Notes	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,516,652.07	1.004	5,544,687.50	16.33	1.15%
FHLMC Notes	AAA	0.75%	09/15/11	03/15/10		17,000,000.00	16,998,300.00	16,998,349.54	0.997	16,942,421.00	17.48	0.76%
FHLB Notes	AAA	0.85%	09/16/11	03/16/10		33,000,000.00	33,000,000.00	33,000,000.00	1.000	33,000,000.00	17.51	0.85%
FHLMC Notes	AAA	1.25%	02/17/12	03/09/10		8,000,000.00	8,002,800.00	8,002,713.24	0.997	7,980,608.00	22.56	1.23%
FHLB Notes	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,004,676.60	0.997	7,982,500.00	22.89	0.97%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	23.25	1.35%

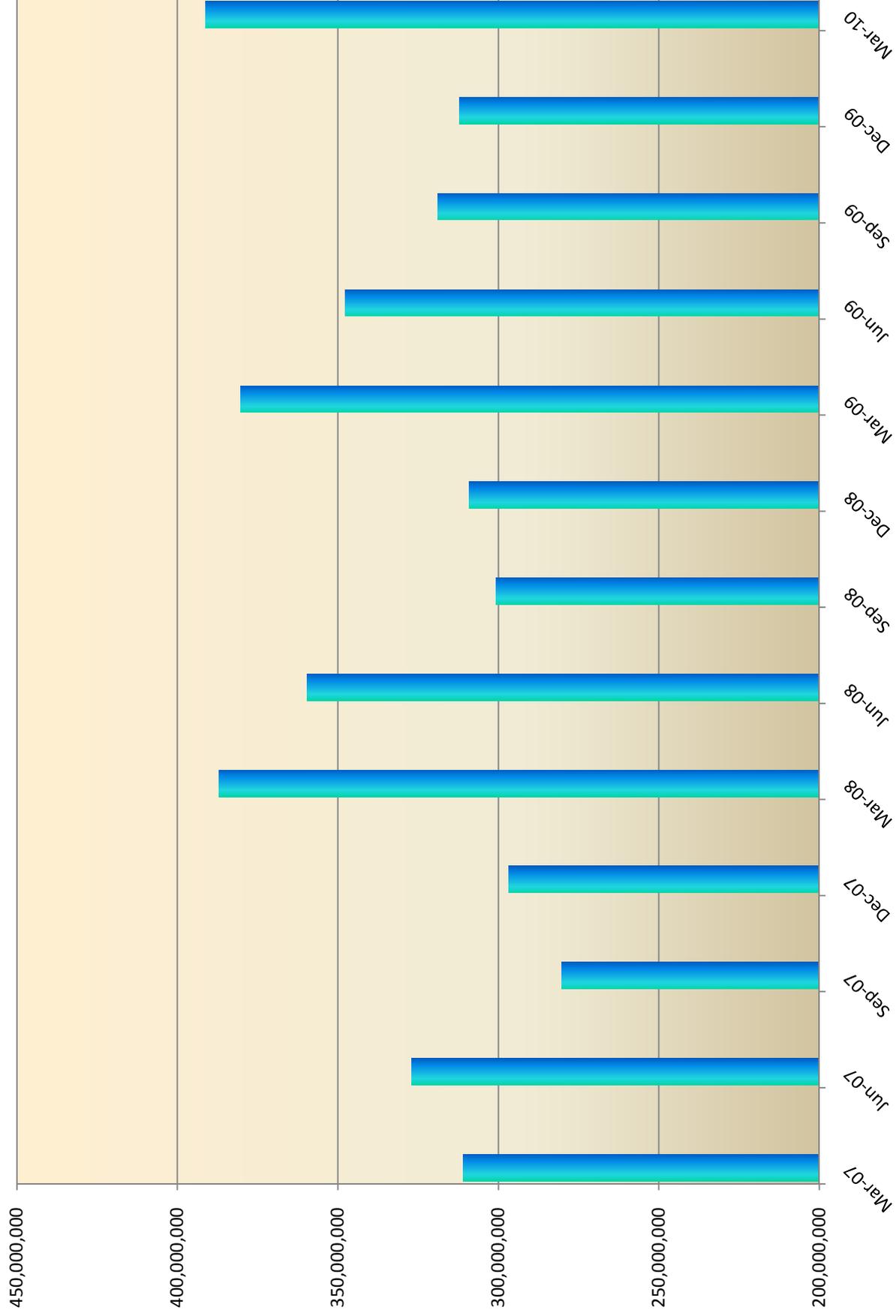


# Portfolio Composition

3/31/10



# Quarter End Book Value





# Adjusted Book Value Comparison

Security Description	December 31, 2009			March 31, 2010			
	Coupon/ Yield	Maturity Date	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	-	55,000.00	-	55,000.00	55,000.00
FHLB Note	1.00%	03/02/10	2,701,620.82	-	(2,701,620.82)	-	-
FHLB Note	1.10%	03/06/10	8,508,069.62	-	(8,508,069.62)	-	-
FHLB Note	4.88%	05/14/10	2,030,823.59	-	(2,070.41)	2,000,000.00	2,010,121.18
FHLB Note	1.30%	07/30/10	21,006,402.54	-	(2,730.94)	21,000,000.00	21,003,671.60
FHLB Note	1.42%	09/30/10	36,000,000.00	-	-	36,000,000.00	36,000,000.00
FHLB Note	1.25%	10/08/10	20,000,000.00	-	-	20,000,000.00	20,000,000.00
FHLB Note	1.05%	11/15/10	6,006,631.18	-	(1,870.87)	6,000,000.00	6,004,760.31
FHLB Note	6.50%	05/13/11	1,063,915.09	-	(11,550.92)	1,000,000.00	1,052,364.17
FHLB Note	3.13%	06/10/11	12,300,846.80	-	(51,475.69)	12,000,000.00	12,249,371.11
FHLB Note	1.13%	07/18/11	5,630,377.24	3,131.29	-	5,630,000.00	5,613,508.53
FHLB Note	1.38%	08/11/11	5,519,661.48	-	(3,009.41)	5,500,000.00	5,516,652.07
FHLB Note	0.85%	09/16/11	-	33,000,000.00	-	33,000,000.00	33,000,000.00
FHLB Note	1.00%	02/27/12	-	8,004,824.00	-	8,000,000.00	8,004,676.60
FHLB Note	1.25%	06/25/12	-	12,981,150.00	-	13,000,000.00	12,981,287.42
FHLB Note	1.30%	07/26/12	-	8,734,565.45	-	8,725,000.00	8,734,355.83
FHLB Note	2.00%	09/14/12	-	17,256,428.00	-	17,000,000.00	17,250,841.33
FHLB Note	1.50%	09/24/12	-	16,983,850.00	-	17,000,000.00	16,983,973.55
FHLMC Note	2.88%	04/30/10	17,113,630.48	-	(17,113,630.48)	-	-
FHLMC Note	2.88%	06/28/10	11,117,901.62	-	(11,000,000.00)	-	-
FHLMC Note	2.00%	03/16/11	23,136,858.34	-	(23,000,000.00)	-	-
FHLMC Note	1.75%	04/20/11	5,720,418.55	-	(3,868.78)	5,700,000.00	5,716,549.77
FHLMC Note	3.50%	05/05/11	3,092,268.29	-	(16,947.23)	3,000,000.00	3,075,321.06
FHLMC Note	0.75%	09/15/11	-	16,998,300.00	-	17,000,000.00	16,998,349.54
FHLMC Note	1.25%	02/17/12	-	8,002,800.00	-	8,000,000.00	8,002,713.24
FNMA Note	3.25%	08/12/10	3,045,618.16	-	(18,328.73)	3,000,000.00	3,027,289.43
FNMA Note	1.13%	04/23/10	-	2,047,117.19	-	2,050,000.00	2,047,147.46
FNMA Note	5.05%	02/07/11	998,758.56	277.24	-	1,000,000.00	999,035.80
FNMA Note	2.05%	04/01/11	3,834,766.34	-	(4,888.10)	3,810,000.00	3,829,878.24
FNMA Note	1.88%	04/08/11	5,527,062.02	-	(5,260.43)	5,500,000.00	5,521,801.59
FNMA Note	1.00%	04/04/12	-	5,986,158.00	-	6,000,000.00	5,986,578.01
FNMA Note	1.75%	07/26/12	-	11,031,900.00	-	11,000,000.00	11,031,200.92
<b>TOTAL</b>			<b>\$ 311,231,983.72</b>	<b>\$ 312,227,614.44</b>	<b>\$ (85,537,797.61)</b>	<b>\$ 390,502,309.90</b>	<b>\$ 391,228,758.66</b>



# Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	December 31, 2009			March 31, 2010		
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	95,000.00	95,000.00	95,000.00	
Certificate of Deposit	1.35%	03/09/12	-	-	55,000.00	55,000.00	55,000.00	
FHLLB Note	1.00%	03/02/10	2,700,000.00	2,703,375.00	(2,703,375.00)	-	-	
FHLLB Note	1.10%	03/06/10	8,500,000.00	8,515,937.50	(8,515,937.50)	-	-	
FHLLB Note	4.88%	05/14/10	2,000,000.00	2,034,375.00	(23,125.00)	2,000,000.00	2,011,250.00	
FHLLB Note	1.30%	07/30/10	21,000,000.00	21,111,562.50	(45,937.50)	21,000,000.00	21,065,625.00	
FHLLB Note	1.42%	09/30/10	36,000,000.00	36,225,000.00	(33,750.00)	36,000,000.00	36,191,250.00	
FHLLB Note	1.25%	10/08/10	20,000,000.00	20,106,250.00	(18,750.00)	20,000,000.00	20,087,500.00	
FHLLB Note	1.05%	11/15/10	6,000,000.00	6,011,250.00	(3,750.00)	6,000,000.00	6,007,500.00	
FHLLB Note	6.50%	05/13/11	1,000,000.00	1,068,437.50	(9,687.50)	1,000,000.00	1,058,750.00	
FHLLB Note	3.13%	06/10/11	12,000,000.00	12,330,000.00	(22,500.00)	12,000,000.00	12,307,500.00	
FHLLB Note	1.13%	07/18/11	5,630,000.00	5,635,278.12	15,834.38	5,630,000.00	5,651,112.50	
FHLLB Note	1.38%	08/11/11	5,500,000.00	5,532,656.25	12,031.25	5,500,000.00	5,544,687.50	
FHLLB Note	0.85%	09/16/11	-	-	33,000,000.00	33,000,000.00	33,000,000.00	
FHLLB Note	1.00%	02/27/12	-	-	7,982,500.00	8,000,000.00	7,982,500.00	
FHLLB Note	1.25%	06/25/12	-	-	12,963,437.50	13,000,000.00	12,963,437.50	
FHLLB Note	1.30%	07/26/12	-	-	8,708,640.62	8,725,000.00	8,708,640.62	
FHLLB Note	2.00%	09/14/12	-	-	17,382,500.00	17,000,000.00	17,382,500.00	
FHLLB Note	1.50%	09/24/12	-	-	16,936,250.00	17,000,000.00	16,936,250.00	
FHLLMC Note	2.88%	04/30/10	17,000,000.00	17,154,062.50	(17,154,062.50)	-	-	
FHLLMC Note	2.88%	06/28/10	11,000,000.00	11,140,349.00	(11,140,349.00)	-	-	
FHLLMC Note	2.00%	03/16/11	23,000,000.00	23,057,316.00	(23,057,316.00)	-	-	
FHLLMC Note	1.75%	04/20/11	5,700,000.00	5,720,052.60	(16,872.00)	5,700,000.00	5,703,180.60	
FHLLMC Note	3.50%	05/05/11	3,000,000.00	3,097,401.00	(11,106.00)	3,000,000.00	3,086,295.00	
FHLLMC Note	0.75%	09/15/11	-	-	17,000,000.00	17,000,000.00	16,942,421.00	
FHLLMC Note	1.25%	02/17/12	-	-	8,000,000.00	8,000,000.00	7,980,608.00	
FNMA Note	1.13%	04/23/10	-	-	2,037,828.12	2,050,000.00	2,037,828.12	
FNMA Note	3.25%	08/12/10	3,000,000.00	3,053,437.50	(20,625.00)	3,000,000.00	3,032,812.50	
FNMA Note	5.05%	02/07/11	1,000,000.00	1,047,812.50	(10,000.00)	1,000,000.00	1,037,812.50	
FNMA Note	2.05%	04/01/11	3,810,000.00	3,826,668.75	(16,668.75)	3,810,000.00	3,810,000.00	
FNMA Note	1.88%	04/08/11	5,500,000.00	5,517,187.50	(15,468.75)	5,500,000.00	5,501,718.75	
FNMA Note	1.00%	04/04/12	-	-	5,975,625.00	6,000,000.00	5,975,625.00	
FNMA Note	1.75%	07/26/12	-	-	10,993,125.00	11,000,000.00	10,993,125.00	
<b>TOTAL</b>			<b>\$ 311,231,983.72</b>	<b>\$ 312,780,392.94</b>	<b>\$ 53,883,817.55</b>	<b>\$ 390,502,309.90</b>	<b>\$ 391,587,239.49</b>	

(1) Does not include interest.

# Allocation

March 31, 2010

Book Value	% Equity in		Book Value
	Treasury Pool	Fund Allocation	
General Fund	20.48%	80,104,180.89	
Debt Service Funds	8.22%	32,159,883.69	
Capital Projects Funds	36.39%	142,367,832.65	
Enterprise Funds	9.84%	38,495,489.94	
Special Revenue Funds	6.41%	25,078,412.72	
Internal Service Funds	13.50%	52,816,202.21	
Fiduciary Funds	5.16%	20,206,756.55	
<b>Totals</b>	<b>100.00%</b>	<b>391,228,758.66</b>	

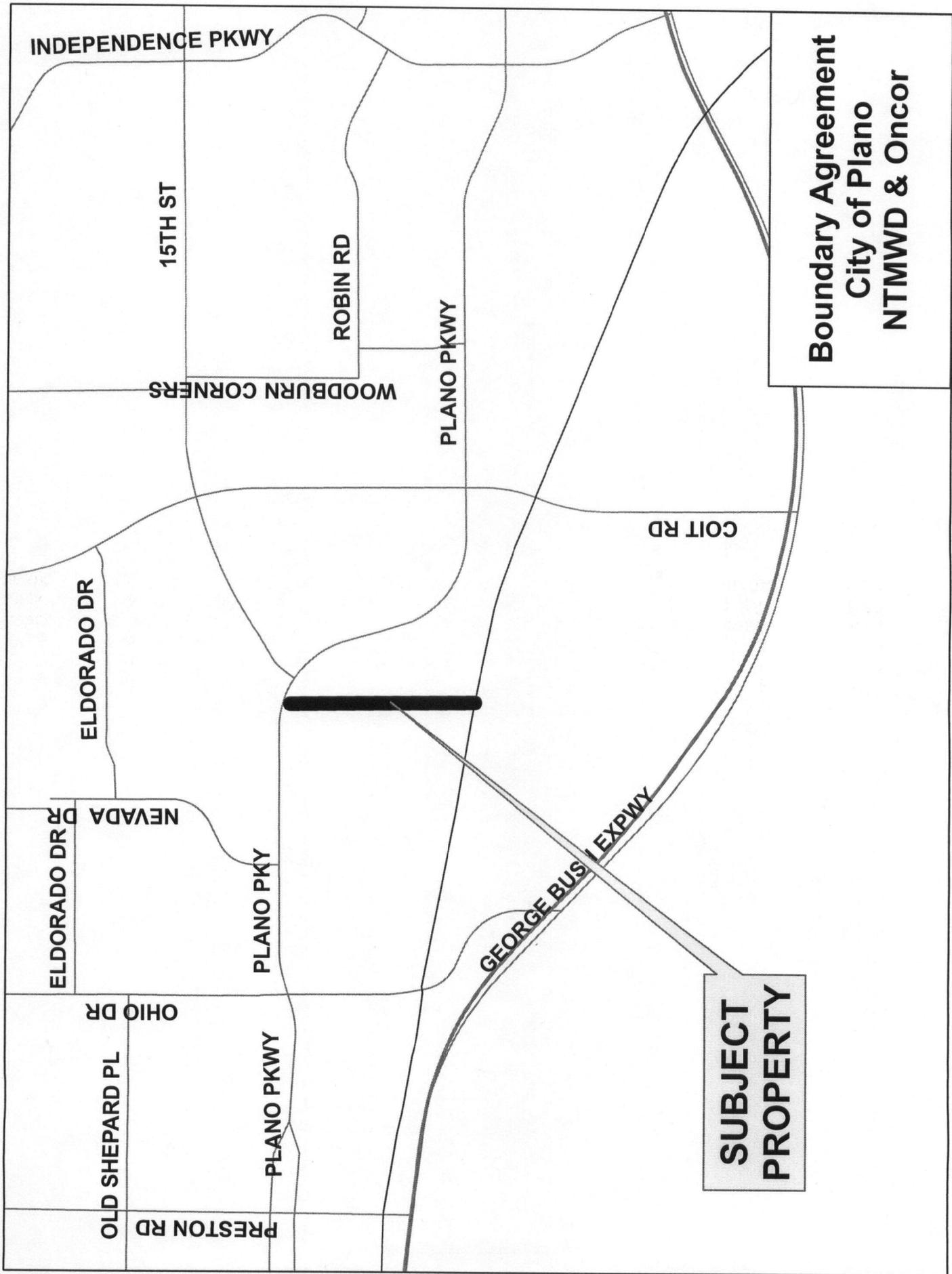
Market Value	% Equity in		Market Value
	Treasury Pool	Fund Allocation	
General Fund	13.75%	53,828,381.66	
Debt Service Funds	5.37%	21,023,060.28	
Capital Projects Funds	38.81%	151,956,473.74	
Enterprise Funds	12.02%	47,064,222.49	
Special Revenue Funds	8.03%	31,450,108.78	
Internal Service Funds	15.73%	61,582,549.30	
Fiduciary Funds	6.30%	24,682,443.25	
<b>Totals</b>	<b>100.00%</b>	<b>391,587,239.49</b>	

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 10, 2010		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving a Boundary Line Agreement between the City of Plano, the North Texas Municipal Water District and Oncor Electric Delivery Company for property located south of Plano Parkway, west of Coit Road, located in the Martha McBride Survey, Abstract No. 533, City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his authorized designee; 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:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> This item has no current fiscal impact.				
<b>SUMMARY OF ITEM</b>				
<p>The attached Resolution authorizes the execution of a Boundary Line Agreement between the City of Plano, the North Texas Municipal Water District and Oncor Electric Delivery Company. Oncor acquired the transmission line right of way, west of the City's Parkway Service Center property, prior to our acquisition of our property. Our property appears to encroach into the Oncor property. Since the Oncor deed is older, their deed takes precedence. The Boundary Line Agreement acknowledges the original east line of the Oncor tract as the west line of Plano's property. The agreement acknowledges that Plano has improvements in the Oncor property and they can remain, but no additional improvements may be added without Oncor's approval.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		



**SUBJECT  
PROPERTY**

**Boundary Agreement  
City of Plano  
NTMWD & Oncor**

**A Resolution of the City Council of the City of Plano, Texas, approving a Boundary Line Agreement between the City of Plano, the North Texas Municipal Water District and Oncor Electric Delivery Company for property located south of Plano Parkway, west of Coit Road, located in the Martha McBride Survey, Abstract No. 533, City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City of Plano is the owner of a 7.894 acre tract of land and a 16.11 acre tract of land located in the Martha McBride Survey, Abstract No. 533, as described in the West Side Service Center Addition, Phases I & II; and

**WHEREAS**, the North Texas Municipal Water District (NTMWD) is the owner of a 7.914 acre tract of land located in the Martha McBride Survey, Abstract No. 533, as described in the Parkway Service Station Addition; and

**WHEREAS**, Oncor Electric Delivery Company (Oncor) is the owner of a 13.07 acre tract of land located in the Martha McBride Survey, Abstract No. 533; and

**WHEREAS**, the City of Plano tracts and the NTMWD tract adjoin the Oncor tract; and

**WHEREAS**, there exists a boundary line conflict between the western line of the City of Plano and the NTMWD tract and the eastern line of the Oncor tract; and

**WHEREAS**, the City of Plano, the NTMWD and Oncor desire to establish an exact boundary line between the adjoining tracts; and

**WHEREAS**, the City of Plano has been presented with a Boundary Line Agreement between the City of Plano, the NTMWD and Oncor which establishes the common boundary line, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the 10th day of May, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

STATE OF TEXAS

COUNTY OF COLLIN

**BOUNDARY LINE AGREEMENT**

This Boundary Line Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2010, by, between, and among the City of Plano, Texas (hereinafter referred to as "Plano"), the North Texas Municipal Water District (hereinafter referred to as "NTMWD"), and Oncor Electric Delivery Company LLC, a Delaware limited liability company (hereinafter referred to as "Oncor"). Plano, NTMWD, and Oncor may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Plano is the owner of a 7.894 acre tract of land out of the Martha McBride Survey, Abstract No. 553, said tract being part of a tract of land known as "Tract 2" as described in deed to the City of Plano, Texas, as recorded in Volume 1167, Page 691, and being Lot 1, Block 1, West Side Service Center Addition, Phase One, an addition to the City of Plano, Collin County, Texas as recorded in Volume C, Page 105, of the Map Records of Collin County, Texas (hereinafter referred to as "Plano Property I");

WHEREAS, Plano is the owner of a 16.11 acre tract of land out of the Martha McBride Survey, Abstract No. 553, said tract being part of a tract of land known as "Tract 2" as described in deed to the City of Plano, Texas, as recorded in Volume 1167, Page 691, and being Lot 1, Block 1, West Side Service Center Addition, Phase II, an addition to the City of Plano, Collin County, Texas as recorded in Volume I, Page 31, of the Map Records of Collin County, Texas (hereinafter referred to as "Plano Property II");

WHEREAS, NTMWD is the owner of a 7.914 acre tract of land out of the Martha McBride Survey, Abstract No. 553, as described in deed recorded in Volume 1300, Page 806, and being Lot 1, Block 1, Parkway Transfer Station Addition, an addition to the City of Plano, Collin County, Texas as recorded in Volume C, Page 409, of the Map Records of Collin County, Texas (hereinafter referred to as "NTMWD Property");

WHEREAS, Oncor is the owner of a 13.07 acre tract of land out of the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, (hereinafter referred to as "Oncor Property") as described in deed to Dallas Power & Light Company as recorded in Volume 896, Page 791, of the Deed Records of Collin County, Texas (hereinafter referred to as "Oncor Deed");

WHEREAS, the Plano Property I, Plano Property II, and NTMWD Property each adjoin the Oncor Property;

WHEREAS, a boundary line conflict exists between the legal description of the Oncor Property as described in the Oncor Deed, and the legal description of Plano Property I, Plano Property II, and NTMWD Property as described in their respective deeds;

WHEREAS, the area of conflict is more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as "Conflict Area"); and

WHEREAS, the Parties desire to establish and determine the exact location of the common boundary line between them in order to eliminate any doubt or uncertainty about the location of the common boundary line between them.

NOW, THEREFORE, in order to remedy such uncertainty and in consideration of the mutual covenants herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties agree as follows:

1. The Conflict Area is within the property deeded to Oncor pursuant to the Oncor Deed and is therefore owned by Oncor.
2. The common boundary line between the Oncor Property and Plano Property I shall be the Easterly most boundary line of the Conflict Area, bounded on the north by Plano Parkway, a variable width right-of-way to the City of Plano, Collin County, Texas, as recorded in Volume 1140, Page 592, Deed Records of Collin County, Texas, and bounded on the south by Plano Property II.
3. The common boundary line between the Oncor Property and Plano Property II shall be the Easterly most boundary line of the Conflict Area, bounded on the north by Plano Property I, and bounded on the south by the NTMWD Property.
4. The common boundary line between the Oncor Property and the NTMWD Property shall be the Easterly most boundary line of the Conflict Area, bounded on the north by Plano Property II, and bounded on the south by the Kansas City Southern Railroad Company right-of-way.
5. Plano and NTMWD have each remised, released and quit-claimed and by these presents remise, release and quit-claim unto Oncor and its successors and assigns, forever, all of the right, title, interest, claim and demand which Plano and NTMWD have in and to the surface estate and mineral estate of the Conflict Area.
6. This Agreement establishing the common boundary lines shall be a covenant running with the land as to Plano Property I, Plano Property II, NTMWD Property, and the Oncor Property and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Existing encroachments are located within the Conflict Area. Oncor recognizes and accepts the existing encroachments as shown on Exhibits B-1, B-2, and B-3. The existing encroachments shall continue to exist, but no additional improvements shall be added without Oncor's approval.

EXECUTED as of the date first set forth above.

CITY OF PLANO, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of the City of Plano, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_        §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of the North Texas Municipal Water District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                    §  
  §  
COUNTY OF TARRANT         §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of Oncor Electric Delivery Company, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

ATER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### Legal Description of Conflict Area

BEING a 0.776 acre tract of land in the Martha McBride Survey, Abstract Number 553, City of Plano, Collin County, Texas, and being part of a called 13.07 acre tract of land described in deed to Dallas Power and Light Company, as recorded in Volume 896, Page 791, Deed Records of Collin County, Texas (D.R.C.C.T.), also being part of a tract of land known as "Tract No. 2" as described in deed to the City Of Plano, Texas, as recorded in Volume 1167, Page 691, D.R.C.C.T., same being Lot 1, Block 1 of Westside Service Center, Phase One, an addition to the City of Plano, Collin County, Texas as recorded in Volume C, Page 105, Map Records of Collin County, Texas (M.R.C.C.T.), and Lot 1, Block 1 of Westside Service Center, Phase II, an addition to the City of Plano, Collin County, Texas as recorded in Volume I, Page 31, M.R.C.C.T., and being part of a tract of land described in deed to North Texas Municipal Water District as recorded in Volume 1300, Page 806, D.R.C.C.T., same being Lot 1, Block 1 of North Texas Municipal Water District Parkway Transfer Station, an addition to the City of Plano, Collin County, Texas as recorded in Volume C, Page 409, M.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "Halff Assoc." (hereinafter referred to as "with cap") set on the east line of said 13.07 acre tract, said point being on the north line of said Lot 1, Block 1 of Westside Service Center, Phase One Addition, same being on the southerly right-of-way line of Plano Parkway (a 120 foot wide right-of-way);

THENCE South 00 degrees 12 minutes 18 seconds East, departing the southerly right-of-way line of said Plano Parkway, along the east line of said 13.07 acre tract, and over and across said Westside Service Center, Phase One Addition, passing at a distance of 737.48 feet the south line of said addition, same being the north line of said Westside Service Center, Phase II Addition, and continuing over and across said addition a distance of 1,130.40 feet to the south line of said addition, same being the north line of said North Texas Municipal Water District Parkway Transfer Station Addition, and continuing over and across said addition a distance of 299.20 feet to a point for corner in the south line of said addition, in all a total distance of 2,167.08 feet to a 1/2-inch iron rod with cap set for the southeast corner of said 13.07 acre tract, said corner being in the northerly right-of-way line of the Kansas City Southern Railroad Company tract (a 150 foot right-of-way);

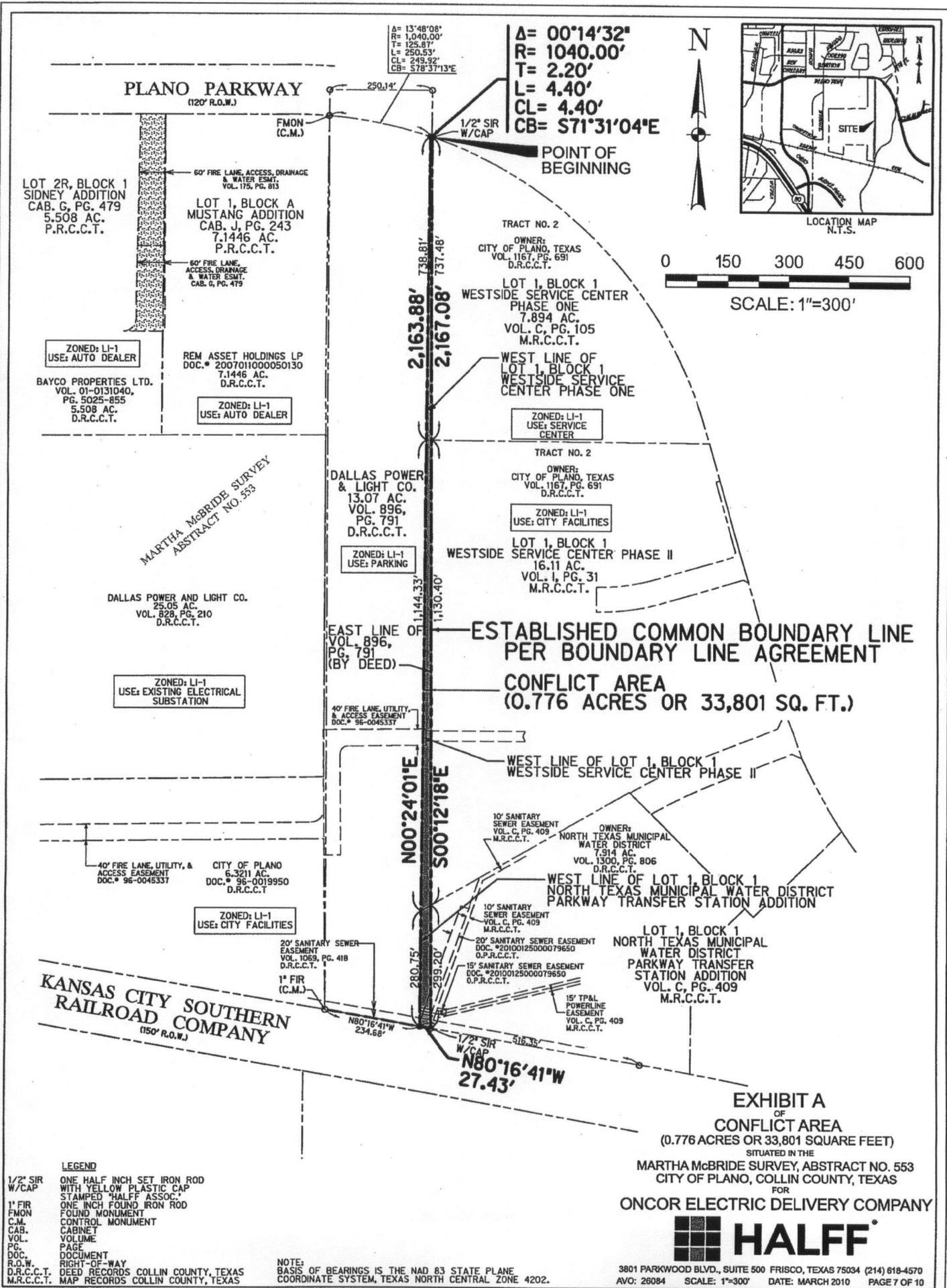
THENCE North 80 degrees 16 minutes 41 seconds West, along the common line between said 13.07 acre tract and the northerly right-of-way line of said Kansas City Southern Railroad Company tract, a distance of 27.43 feet to the southwest corner of said North Texas Municipal Water District Parkway Transfer Station Addition;

THENCE North 00 degrees 24 minutes 01 second East, departing said common line, over and across said 13.07 acre tract, and along the west line of said North Texas Municipal Water District Parkway Transfer Station Addition, passing at a distance of

280.75 feet the northwest corner of said addition, same being the southwest corner of said Westside Service Center, Phase II Addition, and continuing a distance of 1,144.33 feet the northwest corner of said addition, same being the southwest corner of said Westside Service Center, Phase One Addition, and continuing a distance of 738.81 feet to the northwest corner of said addition, in all a total distance of 2,163.88 feet to a point for corner on the southerly right-of-way line of said Plano Parkway, said corner being the beginning of a non-tangent circular curve to the right with a radius of 1,040.00 feet, and whose chord bears South 71 degrees 31 minutes 04 seconds East, a distance of 4.40 feet;

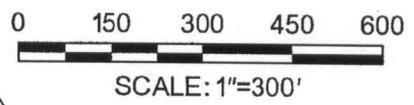
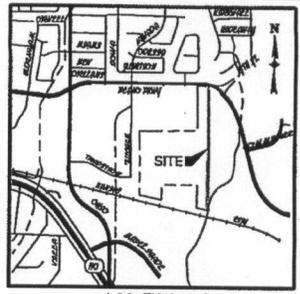
THENCE Southeasterly, departing said west line, over and across said 13.07 acre tract, and along the southerly right-of-way line of said Plano Parkway, through a central angle of 00 degrees 14 minutes 32 seconds, an arc distance of 4.40 feet to the POINT OF BEGINNING AND CONTAINING 33,801 square feet of land, or 0.776 acres more or less.

3/16/2010 7:53:19 AM ah1248 Oncor I:\28000a\280084\CADD\BNDRY EXHIBTEX Boundary Line Agreement.dgn



$A = 13'48''08'$   
 $R = 1,040.00'$   
 $T = 125.87'$   
 $L = 250.53'$   
 $CL = 249.92'$   
 $CB = S78'37''13''E$

$\Delta = 00'14''32'$   
 $R = 1040.00'$   
 $T = 2.20'$   
 $L = 4.40'$   
 $CL = 4.40'$   
 $CB = S71'31''04''E$



**PLANO PARKWAY**  
(120' R.O.W.)

LOT 2R, BLOCK 1  
 SIDNEY ADDITION  
 CAB. G, PG. 479  
 5.508 AC.  
 P.R.C.C.T.

LOT 1, BLOCK A  
 MUSTANG ADDITION  
 CAB. J, PG. 243  
 7.1446 AC.  
 P.R.C.C.T.

ZONED: LI-1  
 USE: AUTO DEALER  
  
 BAYCO PROPERTIES LTD.  
 VOL. 01-0131040,  
 PG. 5025-855  
 5.508 AC.  
 D.R.C.C.T.

REM ASSET HOLDINGS LP  
 DOC. # 2007011000050130  
 7.1446 AC.  
 D.R.C.C.T.  
  
 ZONED: LI-1  
 USE: AUTO DEALER

MARTHA McBRIDE SURVEY  
 ABSTRACT NO. 553

DALLAS POWER AND LIGHT CO.  
 25.05 AC.  
 VOL. 828, PG. 210  
 D.R.C.C.T.

ZONED: LI-1  
 USE: EXISTING ELECTRICAL  
 SUBSTATION

DALLAS POWER  
 & LIGHT CO.  
 13.07 AC.  
 VOL. 896,  
 PG. 791  
 D.R.C.C.T.

ZONED: LI-1  
 USE: PARKING

LOT 1, BLOCK 1  
 WESTSIDE SERVICE CENTER  
 PHASE ONE  
 7.894 AC.  
 VOL. C, PG. 105  
 M.R.C.C.T.

ZONED: LI-1  
 USE: SERVICE  
 CENTER

WEST LINE OF  
 LOT 1, BLOCK 1  
 WESTSIDE SERVICE  
 CENTER PHASE ONE

TRACT NO. 2  
 OWNER:  
 CITY OF PLANO, TEXAS  
 VOL. 1167, PG. 691  
 D.R.C.C.T.

TRACT NO. 2  
 OWNER:  
 CITY OF PLANO, TEXAS  
 VOL. 1167, PG. 691  
 D.R.C.C.T.

ZONED: LI-1  
 USE: CITY FACILITIES

EAST LINE OF  
 VOL. 896,  
 PG. 791  
 (BY DEED)

**ESTABLISHED COMMON BOUNDARY LINE  
 PER BOUNDARY LINE AGREEMENT  
 CONFLICT AREA  
 (0.776 ACRES OR 33,801 SQ. FT.)**

WEST LINE OF LOT 1, BLOCK 1  
 WESTSIDE SERVICE CENTER PHASE II

40' FIRE LANE, UTILITY, &  
 ACCESS EASEMENT  
 DOC. # 96-0045337

CITY OF PLANO  
 6.3211 AC.  
 DOC. # 96-0019950  
 D.R.C.C.T.

ZONED: LI-1  
 USE: CITY FACILITIES

20' SANITARY SEWER  
 EASEMENT  
 VOL. 1069, PG. 418  
 D.R.C.C.T.

1' FIR  
 (C.M.)

10' SANITARY  
 SEWER EASEMENT  
 VOL. C, PG. 409  
 M.R.C.C.T.

10' SANITARY  
 SEWER EASEMENT  
 VOL. C, PG. 409  
 M.R.C.C.T.

15' SANITARY SEWER EASEMENT  
 DOC. # 2010012500079650  
 O.P.R.C.C.T.

OWNER:  
 NORTH TEXAS MUNICIPAL  
 WATER DISTRICT  
 7.914 AC.  
 VOL. 1300, PG. 806  
 D.R.C.C.T.

WEST LINE OF LOT 1, BLOCK 1  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 PARKWAY TRANSFER STATION ADDITION

LOT 1, BLOCK 1  
 NORTH TEXAS MUNICIPAL  
 WATER DISTRICT  
 PARKWAY TRANSFER  
 STATION ADDITION  
 VOL. C, PG. 409  
 M.R.C.C.T.

15' TPAL  
 POWERLINE  
 EASEMENT  
 VOL. C, PG. 409  
 M.R.C.C.T.

**KANSAS CITY SOUTHERN  
 RAILROAD COMPANY**  
 (150' R.O.W.)

$N80'16''41''W$   
 $27.43'$

**EXHIBIT A  
 OF  
 CONFLICT AREA**

(0.776 ACRES OR 33,801 SQUARE FEET)

SITUATED IN THE  
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

FOR  
**ONCOR ELECTRIC DELIVERY COMPANY**



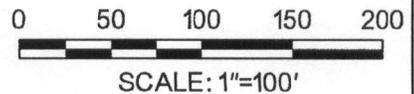
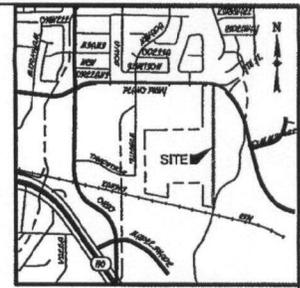
3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034 (214) 618-4570  
 AVO: 26084 SCALE: 1"=300' DATE: MARCH 2010 PAGE 7 OF 10

**LEGEND**

- 1/2" SIR W/CAP ONE HALF INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED HALF ASSOC.
- 1" FIR ONE INCH FOUND IRON ROD
- FMON FOUND MONUMENT
- C.M. CONTROL MONUMENT
- CAB. CABINET
- VOL. VOLUME
- PG. PAGE
- DOC. DOCUMENT
- R.O.W. RIGHT-OF-WAY
- D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS
- M.R.C.C.T. MAP RECORDS COLLIN COUNTY, TEXAS

NOTE:  
 BASIS OF BEARINGS IS THE NAD 83 STATE PLANE  
 COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202.

NOTES:  
 1. BASIS OF BEARINGS IS THE NAD 83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202.  
 2. THE 2008 AERIAL IMAGE REFERENCED WAS OBTAINED FROM LANDISCOR AERIAL INFORMATION, INC., AND IS FOR REFERENCE PURPOSES ONLY.



SCALE: 1"=100'

**PLANO PARKWAY**  
 (120' R.O.W.)

$\Delta = 13^\circ 48' 08''$   
 $R = 1,040.00'$   
 $T = 125.87'$   
 $L = 250.53'$   
 $CL = 249.92'$   
 $CB = S78^\circ 37' 13'' E$

$\Delta = 00^\circ 14' 32''$   
 $R = 1040.00'$   
 $T = 2.20'$   
 $L = 4.40'$   
 $CL = 4.40'$   
 $CB = S71^\circ 31' 04'' E$

MARTHA McBRIDE SURVEY  
 ABSTRACT NO. 553

DALLAS POWER & LIGHT CO.  
 13.07 AC.  
 VOL. 896,  
 PG. 791  
 D.R.C.C.T.

ZONED: LI-1  
 USE: PARKING

TRACT NO. 2  
 OWNER:  
 CITY OF PLANO, TEXAS  
 VOL. 1167, PG. 691  
 D.R.C.C.T.

LOT 1, BLOCK 1  
 WESTSIDE SERVICE CENTER  
 PHASE ONE  
 7.894 AC.  
 VOL. C, PG. 105  
 M.R.C.C.T.

WEST LINE OF  
 LOT 1, BLOCK 1  
 WESTSIDE SERVICE  
 CENTER PHASE ONE

ZONED: LI-1  
 USE: SERVICE CENTER

$N00^\circ 24' 01'' E$   
 2,163.88'

ESTABLISHED COMMON BOUNDARY LINE  
 PER BOUNDARY LINE AGREEMENT

EAST LINE OF  
 VOL. 896,  
 PG. 791  
 (BY DEED)

$S00^\circ 12' 18'' E$   
 2,167.08'

CONFLICT AREA  
 (0.776 ACRES OR  
 33,801 SQ. FT.)

MATCHLINE SEE SHEET 9 OF 10

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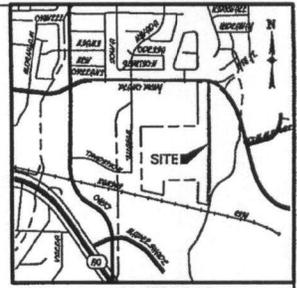
**LEGEND**

PP	POWER POLE	GI	GRATE INLET
LP	LIGHT POLE	MH	MANHOLE
EB	ELECTRIC BOX	FCP	FENCE CORNER POST
EM	ELECTRIC METER	SW	SIDEWALK
ER	ELECTRIC RISER	FGP	FENCE GATE POST
GW	GUY WIRE	BOLL	BOLLARD
CT	COMMUNICATIONS TOWER	TPED	TELEPHONE PEDESTAL
JB	COMMUNICATIONS JUNCTION BOX	WM	WATER METER
SSMH	SANITARY SEWER MANHOLE	-OHE-	OVERHEAD ELECTRIC LINE

**EXHIBIT B-1**  
 OF  
**ENCROACHMENTS**  
 WITHIN  
**CONFLICT AREA**  
 (0.776 ACRES OR 33,801 SQUARE FEET)  
 SITUATED IN THE  
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 FOR  
**ONCOR ELECTRIC DELIVERY COMPANY**



NOTES:  
 1. BASIS OF BEARINGS IS THE NAD 83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202.  
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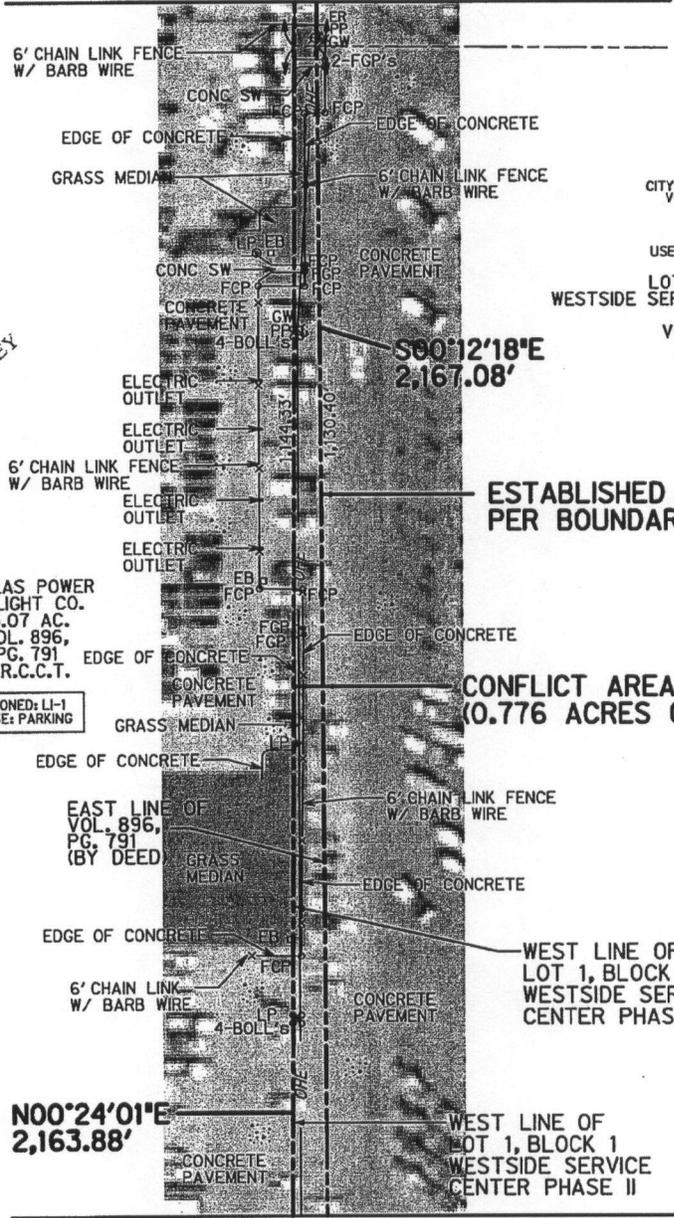


LOCATION MAP  
N.T.S.

MATCHLINE SEE SHEET 8 OF 10

0 50 100 150 200

SCALE: 1"=100'



TRACT NO. 2  
 OWNER:  
 CITY OF PLANO, TEXAS  
 VOL. 1167, PG. 691  
 D.R.C.C.T.

ZONED: LI-1  
 USE: CITY FACILITIES

LOT 1, BLOCK 1  
 WESTSIDE SERVICE CENTER PHASE II  
 16.11 AC.  
 VOL. I, PG. 31  
 M.R.C.C.T.

MARTHA McBRIDE SURVEY  
 ABSTRACT NO. 553

ESTABLISHED COMMON BOUNDARY LINE  
 PER BOUNDARY LINE AGREEMENT

CONFLICT AREA  
 (0.776 ACRES OR 33,801 SQ. FT.)

DALLAS POWER  
 & LIGHT CO.  
 13.07 AC.  
 VOL. 896,  
 PG. 791  
 D.R.C.C.T.

ZONED: LI-1  
 USE: PARKING

EAST LINE OF  
 VOL. 896,  
 PG. 791  
 (BY DEED)

WEST LINE OF  
 LOT 1, BLOCK 1  
 WESTSIDE SERVICE  
 CENTER PHASE II

N00°24'01"E  
 2,163.88'

WEST LINE OF  
 LOT 1, BLOCK 1  
 WESTSIDE SERVICE  
 CENTER PHASE II

MATCHLINE SEE SHEET 10 OF 10

EXHIBIT B-2  
 OF  
 ENCROACHMENTS  
 WITHIN

CONFLICT AREA  
 (0.776 ACRES OR 33,801 SQUARE FEET)

SITUATED IN THE  
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

FOR  
 ONCOR ELECTRIC DELIVERY COMPANY



3801 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS 75034 (214) 618-4570  
 AVO: 28084 SCALE: 1"=100' DATE: MARCH 2010 PAGE 9 OF 10

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Design

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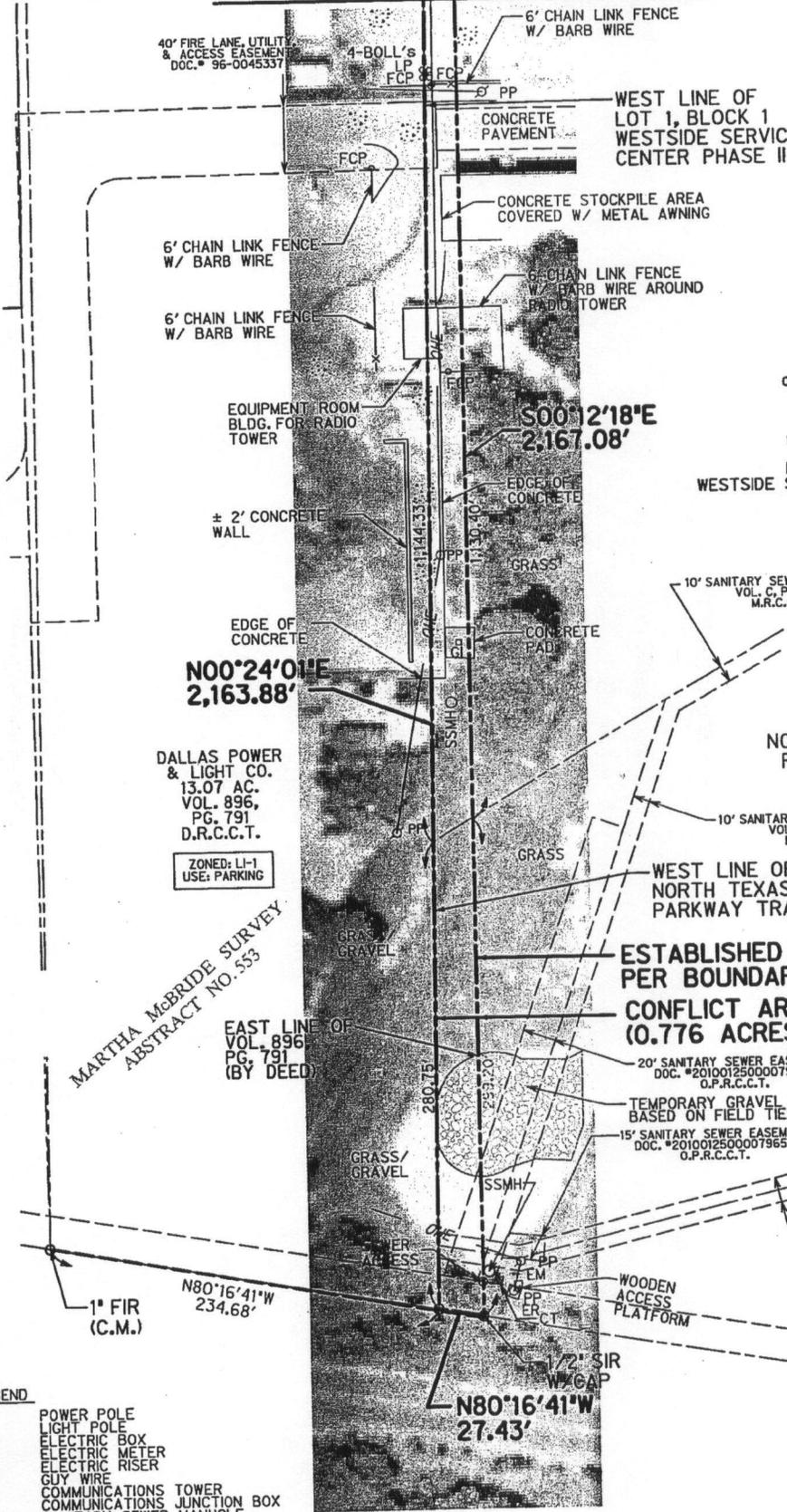
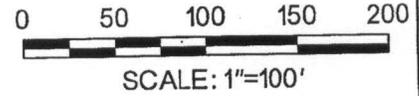
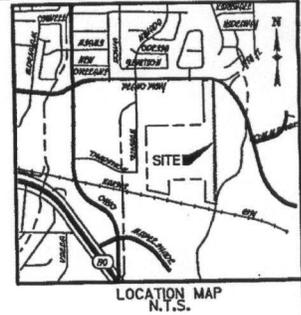
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LEGEND

- PP POWER POLE
- LP LIGHT POLE
- EB ELECTRIC BOX
- EM ELECTRIC METER
- ER ELECTRIC RISER
- GW GUY WIRE
- CT COMMUNICATIONS TOWER
- JB COMMUNICATIONS JUNCTION BOX
- SSMH SANITARY SEWER MANHOLE
- GI GRATE INLET
- MH MANHOLE
- FCP FENCE CORNER POST
- SW SIDEWALK
- FGP FENCE GATE POST
- BOLL BOLLARD
- TPED TELEPHONE PEDESTAL
- WM WATER METER
- ~~OHE~~ OVERHEAD ELECTRIC LINE

NOTES:  
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MATCHLINE SEE SHEET 9 OF 10



TRACT NO. 2  
 OWNER:  
 CITY OF PLANO, TEXAS  
 VOL. 1167, PG. 691  
 D.R.C.C.T.

ZONED: LI-1  
 USE: CITY FACILITIES  
 LOT 1, BLOCK 1  
 WESTSIDE SERVICE CENTER PHASE II  
 16.11 AC.  
 VOL. 1, PG. 31  
 M.R.C.C.T.

OWNER:  
 NORTH TEXAS MUNICIPAL  
 WATER DISTRICT  
 7.914 AC.  
 VOL. 1300, PG. 806  
 D.R.C.C.T.

LOT 1, BLOCK 1  
 NORTH TEXAS MUNICIPAL WATER DISTRICT  
 PARKWAY TRANSFER STATION ADDITION  
 VOL. C, PG. 409  
 M.R.C.C.T.

DALLAS POWER  
 & LIGHT CO.  
 13.07 AC.  
 VOL. 896,  
 PG. 791  
 D.R.C.C.T.

ZONED: LI-1  
 USE: PARKING

MARTHA McBRIDE SURVEY  
 ABSTRACT NO. 553

ESTABLISHED COMMON BOUNDARY LINE  
 PER BOUNDARY LINE AGREEMENT

CONFLICT AREA  
 (0.776 ACRES OR 33,801 SQ. FT.)

20' SANITARY SEWER EASEMENT  
 DOC. #2010012500079650  
 O.P.R.C.C.T.  
 TEMPORARY GRAVEL TURN AROUND AREA  
 BASED ON FIELD TIES.  
 15' SANITARY SEWER EASEMENT  
 DOC. #2010012500079650  
 O.P.R.C.C.T.

15' TP&L POWERLINE EASEMENT  
 VOL. C, PG. 409  
 M.R.C.C.T.

LEGEND

PP	POWER POLE
LP	LIGHT POLE
EB	ELECTRIC BOX
EM	ELECTRIC METER
ER	ELECTRIC RISER
GW	GRUY WIRE
CT	COMMUNICATIONS TOWER
JB	COMMUNICATIONS JUNCTION BOX
SSMH	SANITARY SEWER MANHOLE
GI	GRATE INLET
MH	MANHOLE
FCP	FENCE CORNER POST
SW	SIDEWALK
FGP	FENCE GATE POST
BOLL	BOLLARD
TPED	TELEPHONE PEDESTAL
WM	WATER METER
OHE	OVERHEAD ELECTRIC LINE

EXHIBIT B-3  
 OF  
 ENCROACHMENTS  
 WITHIN  
 CONFLICT AREA  
 (0.776 ACRES OR 33,801 SQUARE FEET)  
 SITUATED IN THE  
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 FOR  
 ONCOR ELECTRIC DELIVERY COMPANY



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 Design  
 FRC/BE\_HP0000\_8-5x11.plt



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/10/2010		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (X-7152)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Service Company on City property, Fire Station #13, located on the west side of Corporate Drive, south of Legacy Drive, authorizing its execution by the City Manager or his authorized designee, 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): <b>N/A</b>				
COMMENTS: This item has no current fiscal impact.				
<b>SUMMARY OF ITEM</b>				
The proposed easement is to allow Oncor to extend underground electrical conduits that will provide electrical service to Fire Station #13 and the Pizza Hut headquarters site.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		



**A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Service Company on City property, Fire Station #13, located on the west side of Corporate Drive, south of Legacy Drive, authorizing its execution by the City Manager or his authorized designee, and providing an effective date.**

**WHEREAS**, the proposed electric easement is to allow for the extension of underground electrical service to serve Fire Station #13, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter the "Easement"); and,

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

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

**Section I.** The City Council hereby authorizes the granting of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

**Section II.** The City Manager or his authorized designee, is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** this the 10<sup>th</sup> day of May, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

District: McKinney  
WR #: 3010739  
ER # \_\_\_\_\_

**EASEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Plano, a home rule municipal corporation**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

**SEE EXHIBIT "A" and EXHIBIT "B" (ATTACHED)**

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate, within the easement area, said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or denied.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

STATE OF TEXAS                    §  
   §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas H. Muehlenbeck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Plano, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
A.D. 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# EXHIBIT "A" 15' EASEMENT

RIGHT-OF-WAY DEDICATION  
PLAT  
CORPORATE DRIVE  
CITY OF PLANO  
DOC. No. 2004-0011457  
D.R.C.C.T.

COUNTRYWIDE ADDITION, PHASE 2  
BLOCK 1, LOT 2  
DOC. No. 20070822010002860  
M.R.C.C.T.

12' FIRELANE ACCESS & UTIL.  
ESMT. INSTR.#  
20070822010002860  
D.R.C.C.T.

**POINT OF BEGINNING**

0.026 ACRES ±  
1,134.45 SQ. FT. ±

(STANDARD  
CITY OF PLANO  
CONC. MON.)

**CORPORATE DRIVE**  
(CONCRETE PAVEMENT)  
DOC. No. 2004-0011457  
D.R.C.C.T.

S63°21'49"W-197.34'

15.00'

S58°32'56"W  
15.00'

R=892.50'  
L=251.70'

1" IRF  
(C.M.)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	907.50'	76.26'	76.24'	N29°02'38"W	4°48'53"
C2	892.50'	75.00'	74.98'	S29°02'38"E	4°48'53"

**COLLIN COUNTY SCHOOL LAND SURVEY,  
ABSTRACT NO. 150**

CITY OF PLANO  
VOL. 5329, PAGE 617  
M.R.C.C.T.  
103,595 sq. ft.  
2.378 acres

COUNTRYWIDE ADDITION,  
PHASE 2  
BLOCK 1, LOT 2  
DOC. No.  
20070822010002860  
M.R.C.C.T.

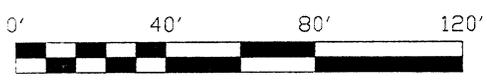
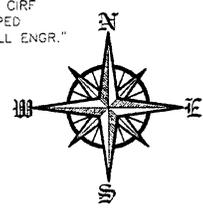
N00°29'30"W-275.00'

1" IRF  
FENCE POST 1/2" CIRF  
STAMPED  
N89°30'30"E-610.55'  
TO A 5/8" IRF, (CM)

**BASIS OF BEARING SOUTH LINE OF 14 ACRE TRACT**

KERR MCCREE CORPORATION  
C.C.C.F. NO. 98-0018282  
D.R.C.C.T.

S89°30'30"W - 480.00'  
TO A 1/2" IRF



1 INCH = 40 FEET  
WHEN PRINTED ON 8.5" X 14" PAPER

PROJECT: 17436/4200  
DRAWN BY: HMB  
CHECKED BY: MJK  
DATE: APRIL 23, 2010



CHA, INCORPORATED  
1405 W. CHAPMAN DR.  
SANGER, TEXAS 76266  
TX. REG. #101066-00

SHEET 1 OF 2  
PHONE (940) 458-7503  
FAX (940) 458-7417  
EXP. DECEMBER 31, 2010

# EXHIBIT "B" 15' EASEMENT

## LEGAL DESCRIPTION

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 150, City of Plano, Collin County, Texas, and being a part of a 2.378 acre tract of land described in deed to the CITY OF PLANO, TEXAS, recorded in Volume 5329, Page 617, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

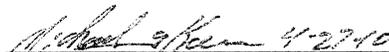
BEGINNING at a 5/8 inch iron rod found for the northeast corner of said 2.378 acre tract, same being the southeast corner of Lot 2, Block 1, Countrywide Addition, Phase 2, recorded in Document No. 20070822010002860, Map Records, Collin County, Texas, and being located along the southwest line of Corporate Drive, recorded in Document No. 20040011457, being in a curve to the left having a central angle of 04 degrees 48 minutes 53 seconds, a radius of 892.50 feet, and a chord bearing and distance of South 29 degrees 02 minutes 38 seconds East, a distance of 74.98 feet;

THENCE Southeasterly, along said right-of-way line and along said curve to the left, passing a Standard City of Plano Concrete Monument at 15.00 feet, and continuing an arc distance of 75.00 feet to a point;

THENCE South 58 degrees 32 minutes 56 seconds West, departing said right-of-way line, a distance of 15.00 feet to a point at the beginning of a curve to the right having a central angle of 04 degrees 48 minutes 53 seconds, a radius of 907.50 feet, and a chord bearing and distance of North 29 degrees 02 minutes 38 seconds West, a distance of 76.24 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 76.26 feet to a point lying in the south line of said Lot 2, Block 1, Countrywide Addition, Phase 2;

THENCE North 63 degrees 21 minutes 49 seconds East, with said line a distance of 15.00 feet to the POINT OF BEGINNING and containing 1,134.45 square feet or 0.026 acres of land, more or less.

  
MICHAEL J. KERN  
Registered Professional Land Surveyor  
Texas Registration No. 4158  
April 27, 2010



PROJECT: 17438/4200  
DRAWN BY: HMB  
CHECKED BY: MJK  
DATE: APRIL 23, 2010

# CHA

CHA, INCORPORATED  
1405 W. CHAPMAN DR.  
SANGER, TEXAS 76266  
TX. REG. #101066-00

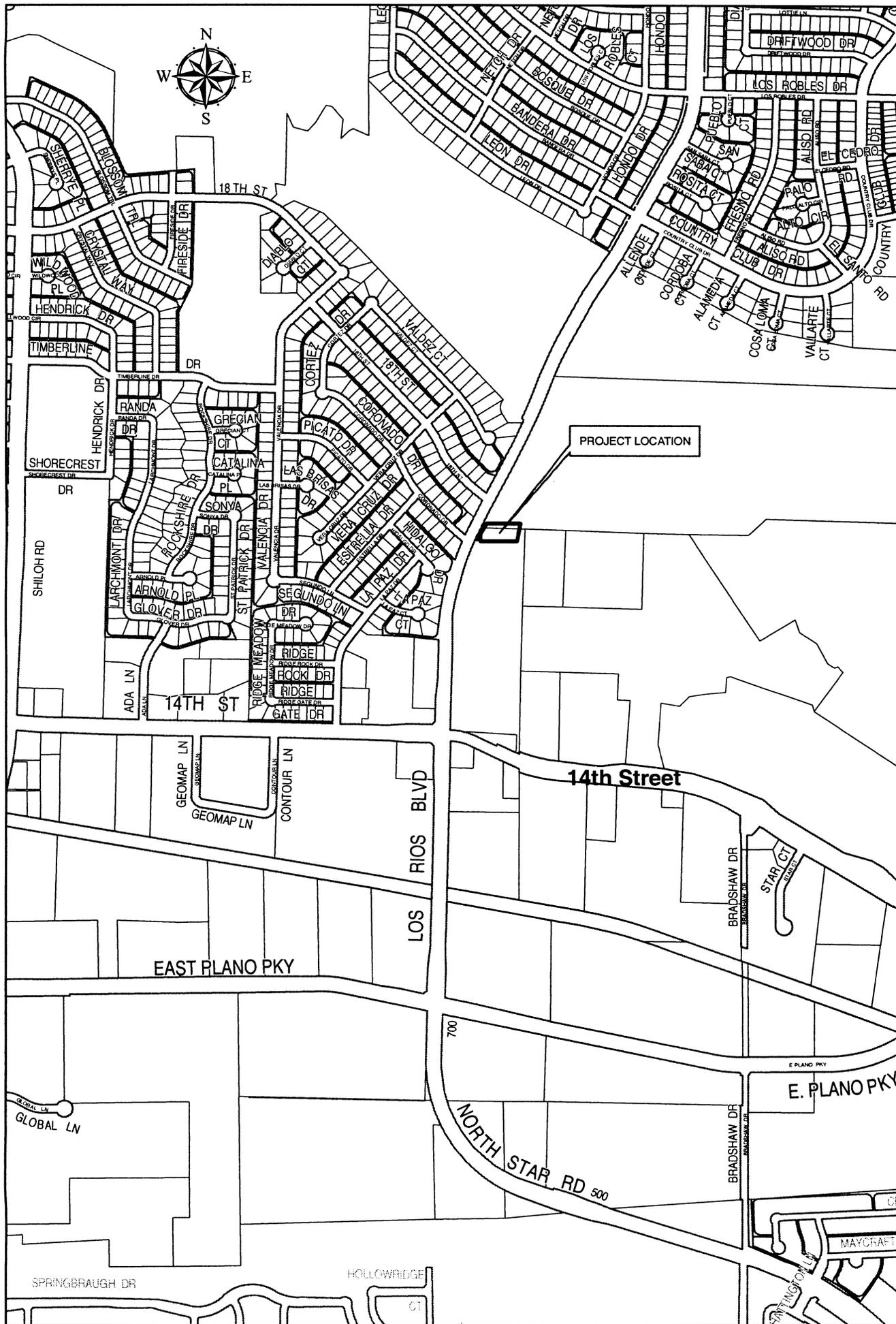
SHEET 2 OF 2  
PHONE (940) 458-7503  
FAX (940) 458-7417  
EXP. DECEMBER 31, 2010



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/10/2010		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (X-7152)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Service Company on City property, Rowlett Creek Treatment Plant, located on the east side of Los Rios Boulevard, north of 14 <sup>th</sup> Street, authorizing its execution by the City Manager or his authorized designee, 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
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(S): <b>N/A</b>				
COMMENTS: This item has no current fiscal impact.				
<b>SUMMARY OF ITEM</b>				
The proposed easement is to allow Oncor to expand the electric service lines to serve the Rowlett Creek Treatment Plant.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

# ONCOR EASEMENT ON LOS RIOS BLVD



**LOCATION MAP**

**A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Service Company on City property, Rowlett Creek Treatment Plant, located on the east side of Los Rios Boulevard, north of 14<sup>th</sup> Street, authorizing its execution by the City Manager or his authorized designee, and providing an effective date.**

**WHEREAS**, the proposed electric easement is to allow Oncor to expand the electric service lines to serve the Rowlett Creek Treatment Plant, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter the "Easement"); and,

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

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

**Section I.** The City Council hereby authorizes the granting of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

**Section II.** The City Manager or his authorized designee, is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** this the 10<sup>th</sup> day of May, 2010.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

District: McKinney  
WR #: 3010739  
ER # \_\_\_\_\_

**EASEMENT**

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

That the **City of Plano, a home rule municipal corporation**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate, within the easement area, said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or denied.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

STATE OF TEXAS                    §  
   §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas H. Muehlenbeck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Plano, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
A.D. 2010.

\_\_\_\_\_  
Notary Public in and for the State of Texas

## ONCOR EASEMENT

**BEING** a tract of land situated in the James Ledbetter Survey, Abstract No. 545, in the City of Plano, Collin County, Texas, being a part of those same tract's of land as described in deed's to the City of Plano, Texas, recorded in Volume 551, Page 340, Volume 889, Page 647 and, Volume 927, Page 108 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEGINNING** at a point the east line Los Rios Boulevard (100 foot right-of-way), lying in a circular curve to the right having a radius of 2051.95 feet, from which a 5/8-inch iron rod found at the southwest corner of Tract A as described in deed to Golf Addicks, LLC, recorded under Clerk's File No. 20080401000380050 DRCCT has a chord bearing of North 24 Degrees 53 Minutes 24 Seconds East, 176.64 feet and an arc length of 176.70 feet;;

**THENCE** South 88 Degrees 09 Minutes 03 Seconds East, departing the east line of said Los Rios Boulevard, 182.68 feet;

**THENCE** North 03 Degrees 27 Minutes 14 Seconds West, 77.84 feet;

**THENCE** North 88 Degrees 06 Minutes 54 Seconds West, 24.11 feet;

**THENCE** North 01 Degrees 53 Minutes 06 Seconds East, 10.00 feet;

**THENCE** South 88 Degrees 06 Minutes 54 Seconds East, 28.39 feet;

**THENCE** North 85 Degrees 38 Minutes 02 Seconds East, 80.09 feet;

**THENCE** South 89 Degrees 38 Minutes 19 Seconds East, 72.83 feet;

**THENCE** North 47 Degrees 18 Minutes 27 Seconds East, 78.31 feet;

**THENCE** North 88 Degrees 44 Minutes 52 Seconds East, 193.79 feet to a point in the south line of said Golf Addicks tract;

**THENCE** South 88 Degrees 15 Minutes 19 Seconds East, along the south line of said Golf Addicks tract, 636.36 feet to a 1/2-inch iron rod found at the northerly northwest corner of Lot 1R, Block A of 544 Golf Training Facility Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume P, Page 362 in the Map Records of Collin County, Texas (MRCCT);

**THENCE** South 01 Degrees 33 Minutes 12 Seconds West, along the northwest line of said Lot 1R, 10.00 feet;

**THENCE** North 88 Degrees 15 Minutes 19 Seconds West, departing the northwest line of said Lot 1R, at all times remaining 10.00 feet south of and parallel to the south line of said Golf Addicks tract, 94.00 feet;

**THENCE** South 13 Degrees 06 Minutes 58 Seconds West, 24.33 feet;

**THENCE** South 86 Degrees 53 Minutes 48 Seconds East, 98.91 feet to a point in the northwest line of said Lot 1R;

**THENCE** South 01 Degrees 33 Minutes 12 Seconds West, along the northwest line of said Lot 1R, 10.00 feet;

**THENCE** North 86 Degrees 53 Minutes 48 Seconds West, departing the northwest line of said Lot 1R, 124.62 feet;

**THENCE** North 03 Degrees 06 Minutes 12 Seconds East, 10.00 feet;

**THENCE** South 86 Degrees 53 Minutes 48 Seconds East, 15.29 feet;

**THENCE** North 13 Degrees 06 Minutes 58 Seconds East, 24.09 feet;

**THENCE** North 88 Degrees 15 Minutes 19 Seconds West, at all times remaining 10.00 feet south of and parallel to the south line of said Golf Addicks tract, 490.54 feet;

**THENCE** South 36 Degrees 05 Minutes 23 Seconds East, 19.70 feet;

**THENCE** South 89 Degrees 27 Minutes 53 Seconds East, 10.07 feet;

THENCE South 00 Degrees 32 Minutes 07 Seconds West, 176.28 feet;  
THENCE South 03 Degrees 45 Minutes 39 Seconds West, 186.44 feet;  
THENCE North 89 Degrees 14 Minutes 50 Seconds East, 77.06 feet;  
THENCE South 87 Degrees 08 Minutes 32 Seconds East, 42.19 feet;  
THENCE South 76 Degrees 55 Minutes 07 Seconds East, 18.20 feet;  
THENCE South 13 Degrees 04 Minutes 53 Seconds West, 10.00 feet;  
THENCE North 76 Degrees 55 Minutes 07 Seconds West, 17.30 feet;  
THENCE North 87 Degrees 08 Minutes 32 Seconds West, 40.98 feet;  
THENCE South 89 Degrees 14 Minutes 50 Seconds West, 77.53 feet;  
THENCE South 03 Degrees 45 Minutes 39 Seconds West, 8.49 feet;  
THENCE North 86 Degrees 14 Minutes 21 Seconds West, 10.00 feet;  
THENCE North 03 Degrees 45 Minutes 39 Seconds East, 204.40 feet;  
THENCE North 00 Degrees 32 Minutes 07 Seconds East, 159.42 feet;  
THENCE North 36 Degrees 05 Minutes 23 Seconds West, 42.86 feet;  
THENCE South 88 Degrees 44 Minutes 52 Seconds West, 217.39 feet;  
THENCE South 47 Degrees 18 Minutes 27 Seconds West, 78.48 feet;  
THENCE North 89 Degrees 38 Minutes 19 Seconds West, 76.36 feet;  
THENCE South 85 Degrees 38 Minutes 02 Seconds West, 75.03 feet;  
THENCE South 03 Degrees 27 Minutes 14 Seconds East, 78.40 feet;  
THENCE South 88 Degrees 09 Minutes 03 Seconds East, 35.52 feet;  
THENCE North 01 Degrees 50 Minutes 57 Seconds East, 10.00 feet;  
THENCE South 88 Degrees 09 Minutes 03 Seconds East, 20.00 feet;  
THENCE South 01 Degrees 50 Minutes 57 Seconds West, 10.00 feet;  
THENCE South 88 Degrees 09 Minutes 03 Seconds East, 2.18 feet;  
THENCE South 32 Degrees 56 Minutes 58 Seconds East, 4.28 feet;  
THENCE North 57 Degrees 03 Minutes 02 Seconds East, 33.80 feet;  
THENCE South 32 Degrees 56 Minutes 58 Seconds East, 20.00 feet;  
THENCE South 57 Degrees 03 Minutes 02 Seconds West, 33.80 feet;  
THENCE South 32 Degrees 56 Minutes 58 Seconds East, 136.66 feet;  
THENCE North 57 Degrees 03 Minutes 02 Seconds East, 19.27 feet;  
THENCE South 32 Degrees 56 Minutes 58 Seconds East, 5.00 feet;

THENCE South 57 Degrees 03 Minutes 02 Seconds West, 20.09 feet;

THENCE South 05 Degrees 50 Minutes 14 Seconds East, 247.93 feet to a point in the southerly northwest line of said Lot 1R;

THENCE North 88 Degrees 22 Minutes 44 Seconds West, along the northwest line of said Lot 1R, 9.85 feet to a 5/8-inch iron rod found with plastic cap stamped "Sparr Surveys" at the southerly northwest corner of said Lot 1R;

THENCE South 01 Degrees 40 Minutes 10 Seconds West, along the west line of said Lot 1R, 13.52 feet to a 5/8-inch iron rod found with plastic cap stamped "Sparr Surveys";

THENCE North 88 Degrees 19 Minutes 50 Seconds West, departing the west line of said Lot 1R, 8.54 feet;

THENCE North 05 Degrees 50 Minutes 14 Seconds West, 255.90 feet;

THENCE North 32 Degrees 56 Minutes 58 Seconds West, 149.07 feet;

THENCE North 88 Degrees 09 Minutes 03 Seconds West, 11.06 feet;

THENCE South 01 Degrees 50 Minutes 57 Seconds West, 16.22 feet;

THENCE North 88 Degrees 09 Minutes 03 Seconds West, 15.00 feet;

THENCE North 01 Degrees 50 Minutes 57 Seconds East, 16.22 feet;

THENCE North 88 Degrees 09 Minutes 03 Seconds West, 8.71 feet;

THENCE South 01 Degrees 50 Minutes 57 Seconds West, 16.22 feet;

THENCE North 88 Degrees 09 Minutes 03 Seconds West, 15.00 feet;

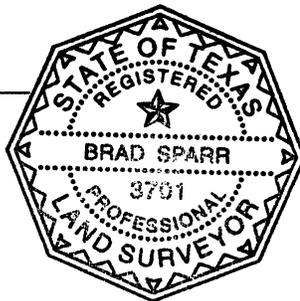
THENCE North 01 Degrees 50 Minutes 57 Seconds East, 16.22 feet;

THENCE North 88 Degrees 09 Minutes 03 Seconds West, 197.58 feet to a point in the east line of said Los Rios Boulevard, lying in a non-tangent circular curve to the right having a radius of 2051.95 feet;

THENCE northeasterly, along the east line of said Los Rios Boulevard and said curve to the right, through a central angle of 00 Degrees 35 Minutes 43 Seconds, an arc distance of 21.32 feet and having a chord which bears North 22 Degrees 07 Minutes 31 Seconds East, 21.32 feet to the **POINT of BEGINNING** and containing 0.763 acre of land.



Brad Sparr  
Registered Professional  
Land Surveyor No. 3701



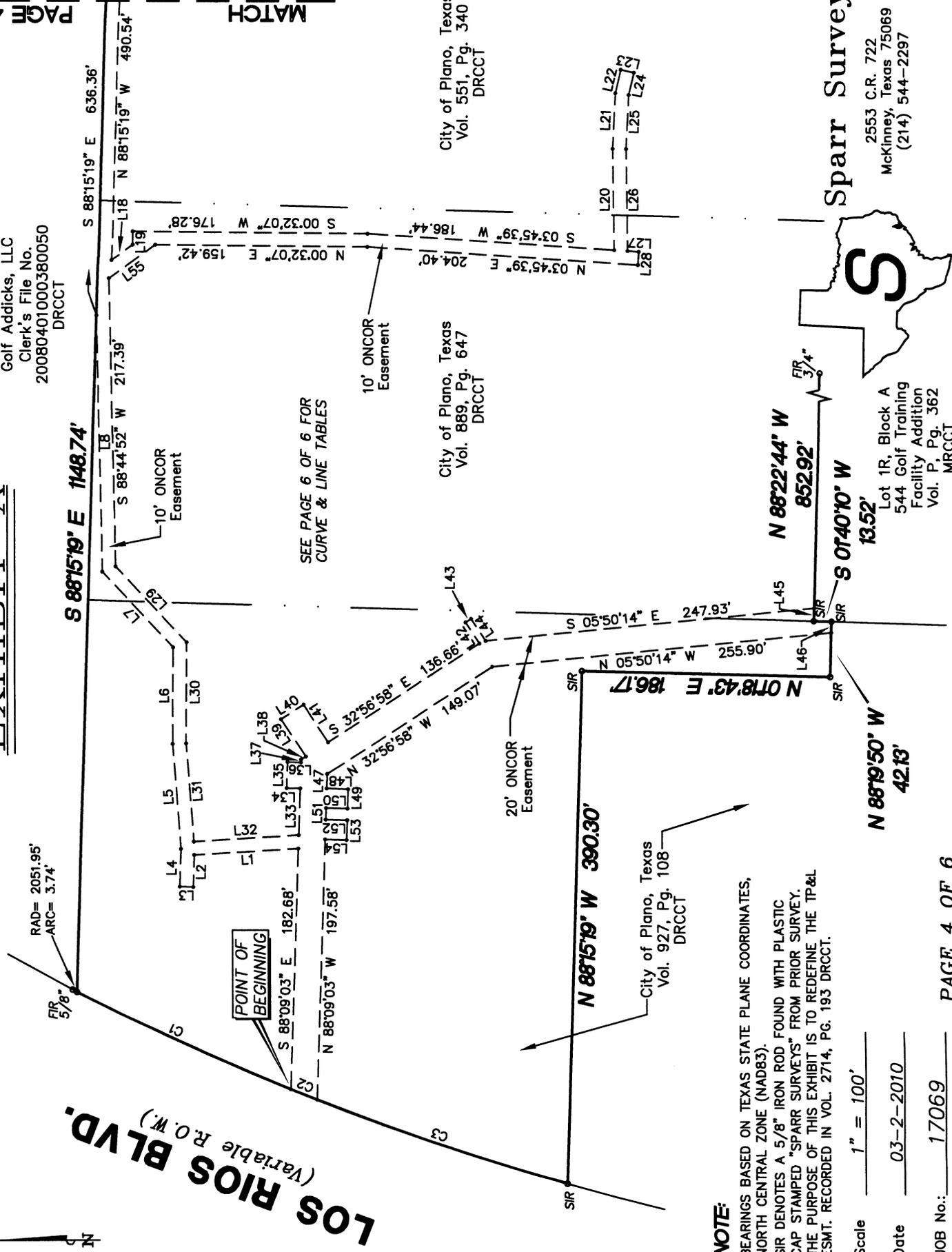
Sparr Surveys  
2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297

# EXHIBIT A

TRACT A  
Golf Addicks, LLC  
Clerk's File No.  
20080401000380050  
DRCCT

PAGE 4  
PAGE 5

**LOS RIOS BLVD.**  
(Variable R.O.W.)



RAD= 2051.95'  
ARC= 3.74'

POINT OF BEGINNING

SEE PAGE 6 OF 6 FOR CURVE & LINE TABLES

10' ONCOR Easement

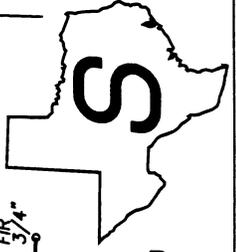
City of Plano, Texas  
Vol. 889, Pg. 647  
DRCCT

City of Plano, Texas  
Vol. 551, Pg. 340  
DRCCT

20' ONCOR Easement

City of Plano, Texas  
Vol. 927, Pg. 108  
DRCCT

**Sparr Surveys**  
2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297



Lot 1R, Block A  
544 Golf Training  
Facility Addition  
Vol. P, Pg. 362  
MRCCT

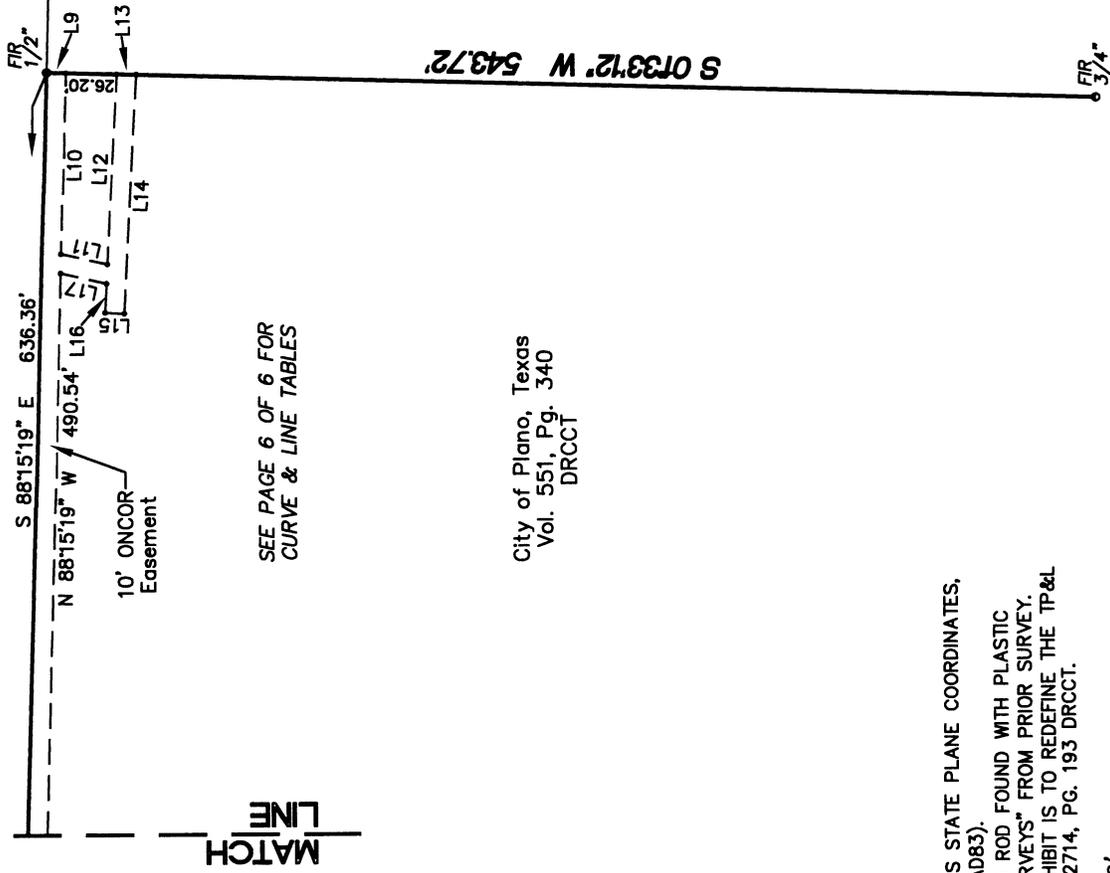
**NOTE:**  
BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (NAD83).  
SIR DENOTES A 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "SPARR SURVEYS" FROM PRIOR SURVEY. THE PURPOSE OF THIS EXHIBIT IS TO REDEFINE THE TP&L ESMT. RECORDED IN VOL. 2714, PG. 193 DRCCT.

Scale 1" = 100'  
Date 03-2-2010  
JOB No.: 17069

# EXHIBIT A

TRACT A  
Golf Addicks, LLC  
Clerk's File No.  
20080401000380050  
DRCCT

PAGE 4  
PAGE 5



SEE PAGE 6 OF 6 FOR  
CURVE & LINE TABLES

City of Plano, Texas  
Vol. 551, Pg. 340  
DRCCT

Lot 1R, Block A  
544 Golf Training  
Facility Addition  
Vol. P, Pg. 362  
MRCCT

**NOTE:**  
BEARINGS BASED ON TEXAS STATE PLANE COORDINATES,  
NORTH CENTRAL ZONE (NAD83).  
SIR DENOTES A 5/8" IRON ROD FOUND WITH PLASTIC  
CAP STAMPED "SPARR SURVEYS" FROM PRIOR SURVEY.  
THE PURPOSE OF THIS EXHIBIT IS TO REDEFINE THE TP&L  
ESMT. RECORDED IN VOL. 2714, PG. 193 DRCCT.

Scale 1" = 100'

Date 03-2-2010

JOB No.: 17069

PAGE 5 OF 6



**Sparr Surveys**  
2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297

# EXHIBIT A

LINE TABLE		
No.	BEARING	DIST.
L1	N 03°27'14" W	77.84'
L2	N 88°06'54" W	24.11'
L3	N 01°53'06" E	10.00'
L4	S 88°06'54" E	28.39'
L5	N 85°38'02" E	80.09'
L6	S 89°38'19" E	72.83'
L7	N 47°18'27" E	78.31'
L8	N 88°44'52" E	193.79'
L9	S 01°33'12" W	10.00'
L10	N 88°15'19" W	94.00'
L11	S 13°06'58" W	24.33'
L12	S 86°53'48" E	98.91'
L13	S 01°33'12" W	10.00'
L14	N 86°53'48" W	124.62'
L15	N 03°06'12" E	10.00'
L16	S 86°53'48" E	15.29'
L17	N 13°06'58" E	24.09'
L18	S 36°05'23" E	19.70'
L19	S 89°27'53" E	10.07'
L20	N 89°14'50" E	77.06'
L21	S 87°08'32" E	42.19'
L22	S 76°55'07" E	18.20'
L23	S 13°04'53" W	10.00'
L24	N 76°55'07" W	17.30'
L25	N 87°08'32" W	40.98'
L26	S 89°14'50" W	77.53'
L27	S 03°45'39" W	8.49'
L28	N 86°14'21" W	10.00'
L29	S 47°18'27" W	78.48'
L30	N 89°38'19" W	76.36'

LINE TABLE		
No.	BEARING	DIST.
L31	S 85°38'02" W	75.03'
L32	S 03°27'14" E	78.40'
L33	S 88°09'03" E	35.52'
L34	N 01°50'57" E	10.00'
L35	S 88°09'03" E	20.00'
L36	S 01°50'57" W	10.00'
L37	S 88°09'03" E	2.18'
L38	S 32°56'58" E	4.28'
L39	N 57°03'02" E	33.80'
L40	S 32°56'58" E	20.00'
L41	S 57°03'02" W	33.80'
L42	N 57°03'02" E	19.27'
L43	S 32°56'58" E	5.00'
L44	S 57°03'02" W	20.09'
L45	N 88°22'44" W	9.85'
L46	N 88°19'50" W	8.54'
L47	N 88°09'03" W	11.06'
L48	S 01°50'57" W	16.22'
L49	N 88°09'03" W	15.00'
L50	N 01°50'57" E	16.22'
L51	N 88°09'03" W	8.71'
L52	S 01°50'57" W	16.22'
L53	N 88°09'03" W	15.00'
L54	N 01°50'57" E	16.22'
L55	N 36°05'23" W	42.86'

CURVE TABLE				
No.	DELTA	RADIUS	ARC	CHORD
C1	04°56'02"	2051.95'	176.70'	N 24°53'24" E 176.64'
C2	00°35'43"	2051.95'	21.32'	N 22°07'31" E 21.32'
C3	05°34'30"	2051.95'	199.66'	S 19°02'25" W 199.58'



**Sparr Surveys**

2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2297

Date 03-2-2010

JOB No.: 17069



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/10/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #):     Tammy Stuckey - Ext 7156				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; 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>2009-2010</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):     N/A</b>				
<b>COMMENTS:</b> This boundary adjustment will have no fiscal impact at this time. This item will adjust 1,900± feet of a right -of-way from the City of Plano to the City of Murphy.				
<b>STRATEGIC PLAN GOAL:</b> Boundary adjustments for responsibility clarification relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This item is a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas establishing a mutual boundary along the southern F.M. 544 right-of-way between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway centerline. The reason for the adjustment is that when F.M. 544 was widened to six lanes, a portion of the roadway was split between Plano's jurisdiction and Murphy's. This Agreement clarifies responsibilities for this section of road and will result in the entire F.M. 544 right-of-way east of Dublin Road being in the City of Murphy's jurisdiction. The Agreement also provides for Murphy to grant Plano a water line easement from Dublin Road to Park Vista for Plano to install a water line.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance Boundary Adjustment Agreement				

**An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager or, his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas establishing a mutual boundary along the southern F.M. 544 right-of-way between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway centerline, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

**DULY PASSED AND APPROVED THIS THE 10TH DAY OF MAY, 2010.**

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

## **BOUNDARY ADJUSTMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as "Plano," and the **CITY OF MURPHY, TEXAS**, hereinafter referred to as "Murphy."

**WHEREAS**, Plano's city limit boundary is in part contiguous with the city limit boundary of Murphy; and

**WHEREAS**, Section 43.031 of the Texas Government Code authorizes adjacent cities to enter into mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, the existing city limits for both municipalities abut along F.M. 544 between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway centerline; and

**WHEREAS**, when F.M. 544 was widened to six lanes, a portion of the roadway was split between Plano's jurisdiction and Murphy's; and

**WHEREAS**, Plano and Murphy have agreed that to clarify responsibilities for this section of road, the two cities would enter into an adjustment agreement establishing a mutual boundary along the southern F.M. 544 right-of-way between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway centerline; and

**WHEREAS**, representatives of Plano and Murphy have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each city.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Plano and Murphy agree as follows:

**SECTION I.**  
**Statement of Intent**

It is the intent of Plano and Murphy to modify their respective boundaries in the manner shown on the map attached to and made a part of this Agreement as Exhibit "A." Said boundary line is the southern F.M. 544 right-of-way between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway centerline such that the main lanes of F.M. 544 and the right-of-way shall be in Murphy. The City of Murphy agrees to grant and execute a utility easement attached hereto as Exhibit "B" in favor of the City of Plano for the right to install and maintain utilities at the property located at the south parkway of F.M. 544 (14th Street) between Dublin Road and Park Vista road; and

**SECTION II.**  
**Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Murphy all land, if any, that is less than 1,000 feet in width currently within the city limits of Plano to Murphy that lies north of the southern F.M. 544 right-of-way between the eastern right-of-way of Dublin Road and 160± feet east of Heritage Parkway.

**SECTION III.**  
**Waiver of Extraterritorial Jurisdiction**

Murphy does hereby waive all of its extraterritorial jurisdiction in the property located south of the boundary line established in Sections I and II above. Plano does hereby waive all of its extraterritorial jurisdiction in the property located north of the boundary line established in Sections I and II above.

It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

**SECTION IV.**  
**Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION V.**  
**Effective Date**

Plano and Murphy agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM

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

**CITY OF MURPHY, TEXAS**

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

BY: \_\_\_\_\_  
James Fisher  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010 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 \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

# Proposed City Boundary Adjustment



DATE: July 2009  
SOURCE: City of Plano, GIS Division



## Legend

-  Current Plano City Limits
-  Proposed Boundary
-  Street ROW

Exhibit "A"

DUBLIN RD

14TH ST

PARK VISTA RD

CITY OF MURPHY

FM 544

HERITAGE PKWY

Right-of-way to be transferred from  
the City of Plano to the City of Murphy

CITY OF PLANO

GERBER  
TER

**EXHIBIT "B"**

**ACCESS AND UTILITY EASEMENT**

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, THE CITY OF MURPHY, TEXAS.**, a home-rule municipal corporation, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT and CONVEY to Grantee, its successors and assigns, the non-exclusive, free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described real property and the right to construct, reconstruct and perpetually maintain the utility facilities and a paved surface across the utility facilities (collectively the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Murphy, Collin County, Texas as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

**TO HAVE AND TO HOLD** the same perpetually unto Grantee and its successors and assigns, together with the right and privilege at all times to enter said Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements and for making connections therewith. The Grantee shall have the right to construct, reconstruct and perpetually

maintain additional Facilities at all times in the future, within the above described boundaries; PROVIDED, HOWEVER, Grantor shall have and retain the right to (i) install within the Easement Property such landscaping and paved areas as Grantor may deem necessary or desirable, (ii) grant other rights and easements within the Easement Property, and install other utilities, across, over or under the area of the easement granted herein such that they do not interfere with Grantors' right to use the property for the intended purpose. Further, that in the event that Grantee shall, in exercising its rights pursuant to this easement, damage or remove any landscaping, paved areas or utilities, Grantee will properly restore Grantor's land and any such damaged or removed areas or facilities to a reasonable condition.

The covenants of Grantor contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors and assigns of Grantor.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF MURPHY, TEXAS**

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

BY: \_\_\_\_\_  
James Fisher  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

EXHIBIT "A"  
The Easement Property

8/10/2009

CITY OF MURPHY, TEXAS

FIELD NOTE DESCRIPTION  
FOR  
WATER LINE EASEMENT

BEING 0.69 acre tract of land for water line easement over, under and across a 0.8486 acre tract of land for street right-of-way of W. 14<sup>th</sup> Street in the Mary Scott Survey, Abstract No. 859 in Collin County, Texas originally conveyed to the City of Plano, Texas and recorded in County Clerk's File No. 96-0002469 of Collin County Texas, said tract of land being more particularly described as follows:

BEGINNING at the intersection of the existing south right-of-way line of W. 14th Street (a variable width right-of-way at this point with the west right-of-way line of Park Vista Road (an existing 40-foot wide right-of-way), said point being on the current city limits of the City of Murphy;

THENCE S 63°12'15" W, along said south right-of-way line of W. 14th Street, a distance of 259.90 feet to a point for a corner;

THENCE S 20°10'14" E, along said south right-of-way line of W. 14th Street, a distance of 20.00 feet to a point for a corner;

THENCE S 69°49'46" W, along said south right-of-way line of W. 14th Street, a distance of 80.00 feet to a point for a corner;

THENCE N 20°10'14" W, along said south right-of-way line of W. 14th Street, a distance of 20.00 feet to a point for a corner;

THENCE S 72°05'24" W, along said south right-of-way line of W. 14th Street, a distance of 296.68 feet to a point for a corner, said point being in the western most City Limit Line of the City of Murphy;

THENCE N 13°54'11" W along the western City Limit Line of the City of Murphy and the eastern City Limit Line of the City of Plano, a distance of 41.05 feet to a point for a corner;

THENCE N 69°49'46" E, leaving the said common boundary line of the City of Murphy and the City of Plano, and being at all times 10-foot perpendicular distance from and parallel with the back of the existing south curb line of W. 14<sup>th</sup> street, a distance of 624.71 feet to a point for a corner;

THENCE N 71°02'39" E a distance of 46.15 feet to a point for a corner, said point being the extension of the east right of way line of said Park Vista Road;

THENCE S 17°44'28" E, along the extension of the east right of way line of Park Vista Road, a distance of 27.50 feet to the intersection of the south right-of-way line of W. 14th Street with the east right-of-way line of Park Vista Road;

THENCE S 78°22'06" W, along the south right of way line of said W. 14<sup>th</sup> street, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.69 acres of land, more or less.

An exhibit of even date herewith accompanies this field note description.





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/10/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - 7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2007-5-17 and approving the terms and conditions of a new Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore LLC, a Delaware limited liability company; authorizing its execution by the City Manager or his designee; 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: <b>2010</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	12,578,710	0	<b>12,578,710</b>
Encumbered/Expended Amount	0	-3,988,025	-4,435,250	<b>-8,423,275</b>
This Item	0	-156,250	-156,250	<b>-312,500</b>
BALANCE	0	8,434,435	-4,591,500	<b>3,842,935</b>
<b>FUND(S):     ECONOMIC DEVELOPMENT FUND</b>				
<b>COMMENTS: STRATEGIC PLAN GOAL: PROVIDING ECONOMIC DEVELOPMENT INCENTIVES RELATES TO THE CITY'S GOAL OF STRONG LOCAL ECONOMY.</b>				
<b>SUMMARY OF ITEM</b>				
A request from Denbury Onshore LLC to repeal Resolution No. 2007-5-17 and to create a new Economic Development Incentive to relocate its business and commercial activities to another area of the City of Plano. Denbury Onshore agrees to occupy not less than 274,000 sq. ft of commercial space by 3/1/2011 and transfer 275 jobs from the company's prior location by 3/1/11. Denbury Onshore also agrees to create 125 new jobs by 3/1/11 and add an additional 125 jobs by 12/31/11 for a total of 525 jobs.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2007-5-17 and approving the terms and conditions of a new Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore LLC, a Delaware limited liability company; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, on May 29, 2007 the City Council adopted Resolution No. 2007-5-17 approving an Economic Development Agreement with Denbury Onshore LLC (“Denbury”) as consideration for Denbury locating its business in the City of Plano at 5160 Tennyson Parkway; and

**WHEREAS**, Denbury now wishes to transfer its entire business from its old location to a new location at 5320 Legacy Drive, Plano, Texas and to increase the total number of jobs; and

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and Denbury, 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 Resolution No. 2007-5-17 should be repealed and the proposed Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** Resolution No. 2007-5-17 is hereby repealed in its entirety.

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

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

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

**DULY PASSED AND APPROVED** this the 10<sup>th</sup> of May, 2010.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Denbury Onshore LLC, a Delaware Limited Liability Company, (hereinafter referred to as the (“Company”)), acting by and through its respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, the Company is engaged in the business of acquisition, development and exploration of oil and gas and anticipates that it will expand and relocate their business in Plano, Texas, add real property improvements of approximately Thirteen Million Dollars (\$13,000,000.00) and add or relocate business personal property of approximately Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to the new location; and

**WHEREAS**, the City and Company entered into a previous economic development incentive agreement approved by the City Council in Resolution No. 2007-5-17 on May 29, 2007 for the creation of 275 Job Equivalents at a prior location in Plano, Texas, which Job Equivalents will be transferred to the new location; and

**WHEREAS**, it is the intent of the parties to this agreement that the agreement approved on May 29, 2007 is amended and replaced in its entirety with this agreement; and

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

**WHEREAS**, Company intends to occupy approximately 274,000 square feet of office space located at 5320 Legacy Drive, Plano, Texas (the “Property”) on or before March 1, 2011, and to occupy an additional approximately 49,000 square feet of office space at the Property on or before April 1, 2013, and maintain or create 525 full time job equivalent positions on the Property; and

**WHEREAS**, the occupancy of 323,000 square feet of commercial space and the creation or maintenance of a minimum of 525 full time jobs on the Property will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the

objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

#### Article I Definitions

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

“Commencement Date” shall mean the earlier of the occupancy of the Property or March 1, 2011, whichever occurs first.

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

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

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

#### Article II Term

The term of this Agreement shall begin on the Commencement Date and continue until February 28, 2023, unless sooner terminated as provided herein.

#### Article III Obligations of Company

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

(a) Occupy not less than 274,000 square feet of commercial space on the Property on or before March 1, 2011;

(b) Transfer 275 Job Equivalents from the Company's prior location at Lot 2, Block 1 of Denbury Addition, Plano, Texas to the Property on or before March 1, 2011;

(c) Create 125 new Job Equivalents at the Property on or before March 1, 2011 such that the total number of Job Equivalents at the Property on March 1, 2011 shall total 400 Job Equivalents;

(d) Add an additional 125 new Job Equivalents at the Property on or before December 31, 2011 such that the total number of Job Equivalents at the Property on December 31, 2011 shall total 525 Job Equivalents;

(e) Maintain all 525 Job Equivalents on the Property for the remainder of the term of this Agreement; and

(f) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### Article IV Economic Development Grant

4.01. **Grant.** In consideration of the Company successfully fulfilling the obligations as set forth in Article III above, the City agrees to provide the Company a cash grant of Five Hundred and Eighty Seven Thousand Five Hundred Dollars (\$587,500.00). This grant includes Two Hundred Seventy Five Thousand Dollars (\$275,000.00) the Company has already received pursuant to an Economic Development Agreement approved by the City Council in Resolution No. 2007-5-17 on May 29, 2007 for the 275 Job Equivalents referenced in Article III (b) above. The Company agrees to maintain on the Property the transferred or created Job Equivalents for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

4.02. **Grant Payments.** In addition to the Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) which the Company has already received, the Company shall be entitled to a payment of One Hundred and Fifty Six Thousand Two Hundred and Fifty Dollars (\$156,250.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Initial Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article III (a), (b), and (c) above (such payment referred to as the "Initial Grant Payment"). IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S INITIAL CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (a), (b), AND (c) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE JUNE 1, 2011. The Company shall be entitled to a second payment of One Hundred and Fifty Six Thousand Two Hundred and Fifty Dollars (\$156,250.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Initial Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article III (d) above. IN ORDER TO RECEIVE THE SECOND PAYMENT OF ONE HUNDRED AND FIFTY SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$156,250.00) UNDER THIS AGREEMENT, COMPANY'S CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (d) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE APRIL 1, 2012.

4.03. **Refunds.** In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than

one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand One Hundred and Nineteen Dollars (\$1,119.00) for each lost Job Equivalent. For purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2012, and by January 31st of each year thereafter during the term of this Agreement the actual number of Job Equivalents at the Property for the preceding calendar year, using the Certification form attached as Exhibit "B". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. Notwithstanding the foregoing, (i) the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01, and (ii) the sole and exclusive remedy of the City for any failure by the Company to maintain the Job Equivalents on the Property pursuant to Section 3.01 above, shall be to receive a refund of the applicable portion of the Grant as determined in accordance with the terms of this Section 4.03.

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

#### Article V Termination

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

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

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

Article VI  
Miscellaneous

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

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

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

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

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

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

If intended for the Company (prior to relocation):  
Denbury Onshore LLC  
Attention: Mr. Phil Rykhoek  
5100 Tennyson Parkway, Suite 3000  
Plano, Texas 75024

cc: Director of Corporate Facilities

Denbury Onshore LLC  
5100 Tennyson Parkway, Suite 3000  
Plano, Texas 75024

If intended for the Company (after the relocation):  
Denbury Onshore LLC  
Attention: Mr. Phil Rykhoek  
5320 Legacy Drive  
Plano, Texas 75024

cc: Director of Corporate Facilities  
Denbury Onshore LLC  
5320 Legacy Drive  
Plano, Texas 75024

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

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

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

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

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

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

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

6.12. **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

**EXECUTED** on this 10<sup>th</sup> day of May, 2010.

ATTEST:

CITY OF PLANO, TEXAS, a home rule  
municipal corporation

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

By: \_\_\_\_\_  
Thomas H. Muehlenbeck, CITY  
MANAGER

APPROVED AS TO FORM:

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

ATTEST:

DENBURY ONSHORE LLC, a Delaware  
Corporation

By: \_\_\_\_\_  
Phil Rykhoek  
Chief Executive Officer

**EXHIBIT "A"**

**CERTIFICATE OF COMPLIANCE\***

I hereby certify that Denbury Onshore, LLC has hired/transferred/retained \_\_\_\_\_ Job Equivalents and is in compliance with each applicable term as set forth in Article III [(a), (b) and (c)] or [(d)] of the Economic Development Agreement approved by the City Council on \_\_\_\_\_ as of \_\_\_\_\_(date), and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DENBURY ONSHORE, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

\_\_\_\_\_  
\* Note: Company may modify this form as necessary and appropriate to provide the correct information.

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

I hereby certify that Denbury Onshore, LLC is in compliance with each applicable term as set forth in the Economic Development Agreement approved by City Council on \_\_\_\_\_ as of \_\_\_\_\_ (date). The term of this Agreement is March 1, 2011 through February 28, 2023. The number of new or retained Job Equivalents maintained pursuant to the Agreement for the previous twelve month period ending \_\_\_\_\_, 201\_ is \_\_\_\_\_. If (i) the number herein reported is below the number required to be maintained pursuant to the Agreement, and (ii) such shortfall has continued for more than 180 consecutive days for reasons other than an Event of Force Majeure (as defined in the Agreement), I certify that the City of Plano has been refunded the appropriate amount as required by Section \_\_\_\_\_ of the Agreement. This form is due on \_\_\_\_\_ of each year this Agreement is in force.

ATTEST:

DENBURY ONSHORE, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

NOTE:

This Certificate of Compliance should be mailed to:  
City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

**DATE:** April 20, 2010  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 19, 2010

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2010-03  
APPLICANT: ROGER LAWLER**

Request to rezone 7.1± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located at the southwest corner of 14th Street and Bradshaw Drive.

**APPROVED:** 4-3 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval. The Commissioners voting in opposition to the request did so based on inconsistency with the Comprehensive Plan, concerns regarding noise from the nearby gun range, fire department response, inadequacy of the sanitary sewer system, and quality of life concerns.

**FOR CITY COUNCIL MEETING OF:** May 10, 2010 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

KP/dc

xc: Roger Lawler  
Sharon Barbosa Crain, Barbosa Professional Services

**Recommendation of the Planning & Zoning Commission**  
**Zoning Case 2010-03**  
**April 19, 2010 Meeting**  
**Second Vice-Chairman's Report**

**Agenda Item No. 6- Public Hearing**

**Zoning Case 2010-03** - Request to rezone approx. 7.1 acres from Planned Development - 202-Research/Technology Center to Single-Family Residence-6 located at the southwest corner of 14<sup>th</sup> Street and Bradshaw Drive.

**Applicant:** Roger Lawler

**Staff Recommendation:** Denial since the request is not consistent with the Comprehensive Plan.

**Commission Action:** **APPROVED 4-3.**

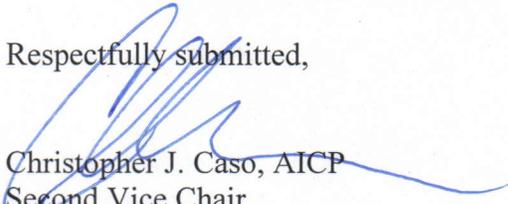
The motion to approve was supported by Chairman Duggan and Commissioners Caso, Downs and Coleman. Commissioners Dry, Hazelbaker and Perry voted against the motion and supported staff's recommendation to deny the application. Commissioner Norton was absent. Comments made in support of the motion to approve included:

- Residential uses to the north and west and religious use to the east were consistent with the proposed residential use.
- While not supportive of reducing available commercial land, proposed site seems well-suited for residential development because of its location as opposed to other locations in this planned development district.
- Size of the proposed development is relatively small.

**Additional Comments:** Commissioners in opposition to the motion cited the following comments:

- The proposed use is not consistent with the Comprehensive Plan.
- Noise from City's gun range not consistent with residential use.
- Response time from fire department a concern.
- Land needs to be maintained for commercial use.

Respectfully submitted,

  
Christopher J. Caso, AICP  
Second Vice Chair  
Planning & Zoning Chairman

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 19, 2010

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2010-03

**Applicant:** Roger Lawler

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**DESCRIPTION:**

Request to rezone 7.1± acres **from** Planned Development-202-Research/Technology Center **to** Single-Family Residence-6 located at the southwest corner of 14th Street and Bradshaw Drive.

**REMARKS:**

The applicant is requesting to rezone a 7.1± acre tract located at the southwest corner of 14th Street and Bradshaw Drive from Planned Development-202-Research/Technology Center (PD-202-RT) to Single-Family Residence-6 (SF-6). The subject property is currently undeveloped. The RT zoning district is intended to create a low-density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. PD-202-RT was created in 2008 to provide more use options for development of property in the eastern portion of the district where some of the properties are smaller and have more topographic constraints. A number of commercial uses were added to those already allowed in the base RT zoning district.

The requested SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

**Surrounding Land Use and Zoning**

All adjacent properties to the west, east, and south of this tract are zoned PD-202-RT. To the north, across 14th Street, the property is zoned Planned Development-30-Multifamily Residence-2. The property immediately to the west and south is currently developed as a mobile home park (a nonconforming use), and the property to the east is partially developed as a religious facility. To the north, across 14th Street, is multifamily development.

## **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as RT. This request does not conform to the Future Land Use Plan.

**Adequacy of Public Facilities** - The existing sanitary sewer system is insufficient to support residential development on this site. Improvements to the sanitary sewer system would be necessary, including upgrading existing sanitary sewer lines since the lines are not sized appropriately to accommodate residential flows. Water service is available to this site but will need to be extended across 14th Street.

**Traffic Impact Analysis (TIA)** - A TIA is not required for single-family zoning requests.

### **ISSUES:**

#### **Conformance to the Economic Development Element of the Comprehensive Plan**

The Economic Development Element of the Comprehensive Plan establishes a goal of preserving land in employment centers, such as the RT, for economic development:

*“Rezoning requests must be carefully examined to ensure that proposed locations are suitable for residential development and that Plano’s economic viability is not being jeopardized in order to accommodate short-term demand. The availability of undeveloped “greenfield” sites is vital to encourage expansion and relocation of businesses. Therefore, the City should preserve land along the expressway corridors and in the employment centers for future economic development opportunities.”*

The RT is a major employment center within the southeastern portion of the city. In order to continue to promote employment opportunities within the city and attract businesses to Plano, nonresidential zoned land such as the RT district needs to be preserved.

#### **Conformance to the Housing Element of the Comprehensive Plan**

The Housing Element of the Comprehensive Plan recognizes that not all residential development will be in a “typical” neighborhood format, with a school and neighborhood park at the center. The plan states that:

*“There is an abundance of land zoned for nonresidential uses. Some of these properties are not in a prime location for development and lack the access and visibility required for commercial uses. A reasonable alternative use for these properties may include some form of medium- to high-density housing in an area that is not sized and configured.”*

However, in evaluating locations for residential development, the plan also notes the importance of *“ensure(ing) that alternative neighborhood formats provide functional and appropriate environments”* and describes alternative format neighborhoods as containing *“10 to 100 acres of land in irregular shapes, making innovative design critical*

*for the development of functional, cohesive neighborhoods. An urban center is an example of development that might occur in an alternative neighborhood format without typical amenities like neighborhood parks and schools.”*

The proposed rezoning request does not provide for an alternative housing type consistent with what is described in the Comprehensive Plan. A recent example of where the city rezoned nonresidential land to allow for higher density residential uses, that was not a typical neighborhood format (i.e. school and park site near the center), and where the request was consistent with the Housing Element recommendations, is the 120± acres located at the northeast corner of State Highway 190 and Renner Road (Turnpike Commons). This property was rezoned from RT to Planned Development-207-Retail.

Related to this, the Housing Element makes a point that alternative neighborhood formats need to be “functional and appropriate environments.” Neighboring zoning districts and permitted land uses make important contributions towards defining what is considered a functional and appropriate environment. Consideration needs to be given to existing land uses in the area and zoning districts, as well as other permitted uses allowed, within the districts. Specifically for this zoning request, a determination needs to be made as to whether or not the existing and permitted nonresidential uses, given current zoning districts within the area of the subject property, would contribute to an environment suitable for adjacent residential zoning.

### **Incompatible Zoning Districts and Land Uses**

The requested single-family residential zoning is not consistent with the adjacent PD-202-RT zoning, as well as other nonresidential zoning districts within the surrounding area. The subject property is less than 1/10 of a mile east of land zoned Light Industrial-1 (LI-1), that is currently developed as a recycling facility. This close proximity to industrial uses could create adverse conditions, including pungent smells and loud noise, not typically deemed acceptable in residential areas.

This property is also located approximately 1/3 of a mile from the Plano Richardson Police Training Facility pistol and rifle firing ranges. Depending on ambient noise and weather conditions, noise from both the pistol and rifle ranges can be heard from this site. Firing occurs regularly Monday through Saturday and is not typically conducive to a residential environment.

Businesses locate in commercial districts where comparable uses are allowed and that have like operations such as truck traffic, loading operations, odors, increased noise levels, and lighting. Similarly, residents locating in a residential development have general expectations of a living environment where they can enjoy their home, both inside and outside in their respective yard area. Introducing residential land uses in an area that historically has been zoned for nonresidential uses and where businesses are already located creates land use compatibility issues and conflicting interests. When piecemeal zoning occurs, this will create inconsistent zoning districts and land use patterns.

## **City Services**

During 2008, the Planning & Zoning Commission evaluated residential uses within the eastern portion of the RT area. As part of their analysis, the Commission reviewed city services available to the area. A detailed analysis was provided addressing utilities, emergency response times, parks, libraries, environmental waste collection, and schools services. An updated version of the same information was provided more recently to the Commission, during the Commission's work session held on April 5, 2010.

The analysis identifies significant potential city service implications associated with allowing residential uses within the RT area, including:

- Residential uses generate increased sanitary sewer flows when compared to nonresidential uses; therefore, the existing sewer system is insufficiently sized to accommodate residential uses - lines would need to be upgraded and improvements made to existing lift stations;
- Based upon existing personnel, equipment and facilities, fire emergency response times would exceed their stated response time goal of six minutes, 59 seconds, for 90% of their calls;
- The functions performed at the Plano Richardson Police Training Center create land use incompatibility issues with residential uses given the noise generated at the gun firing range at this facility; and
- There are no neighborhood parks to service this area, and if parks were provided additional funding resources would have to be identified for land acquisition, operation, and maintenance.

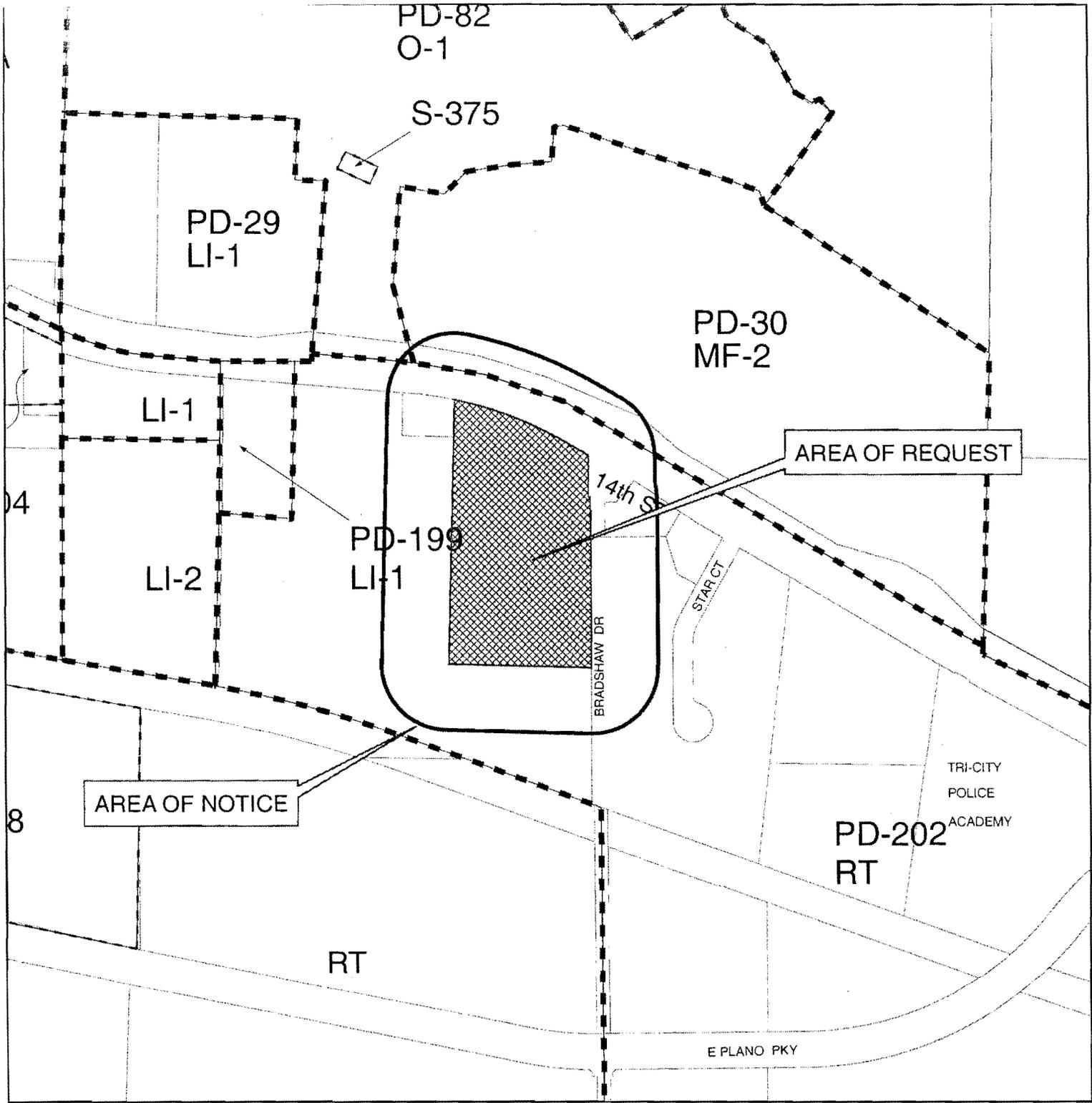
Additionally, Plano Independent School District (PISD) has identified that there would be school capacity issues at Schell Elementary School.

## **Summary**

The applicant is requesting to rezone a 7.1± acre tract located at the southwest corner of 14th Street and Bradshaw Drive from PD-202-RT to SF-6. The Comprehensive Plan does not support this request for several reasons. The Future Land Use Plan recommends RT and not residential. Rezoning this property to single-family residential is also contrary to the established goal of preserving land in employment centers for economic development. The property does not meet the standards for an alternative neighborhood development; it also does not satisfy the goal of providing a high quality living environment. Surrounding uses, specifically the nearby gun range and recycling uses allowed in the existing LI-1 and RT zoning districts are not conducive to a high quality living environment.

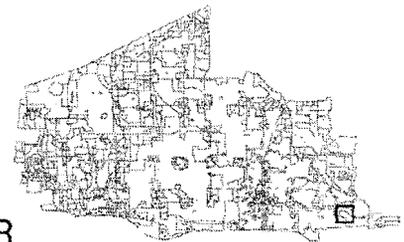
**RECOMMENDATION:**

Staff recommends denial of the proposed rezoning request since the request is not consistent with the Comprehensive Plan.

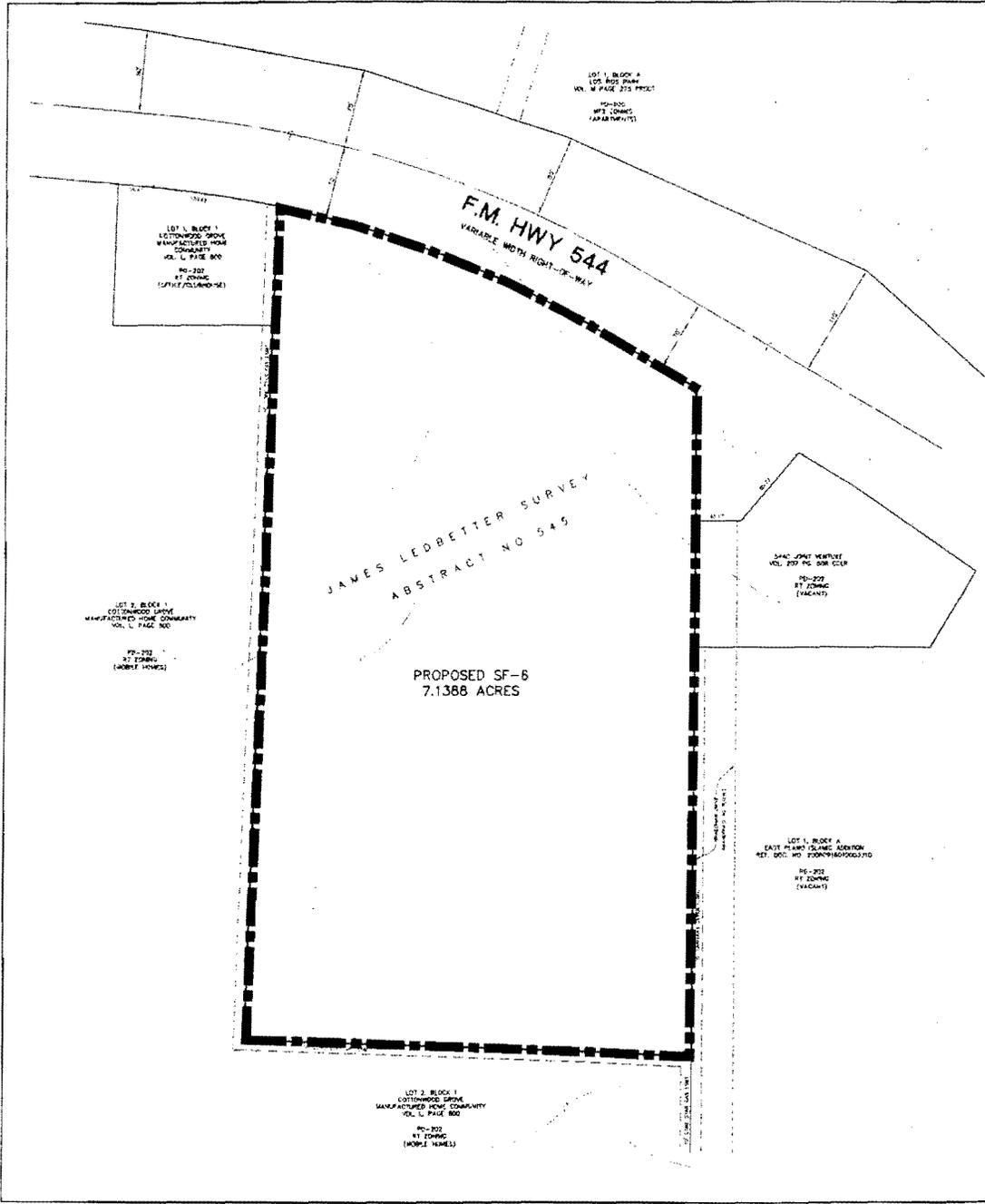


Zoning Case #: 2010-03

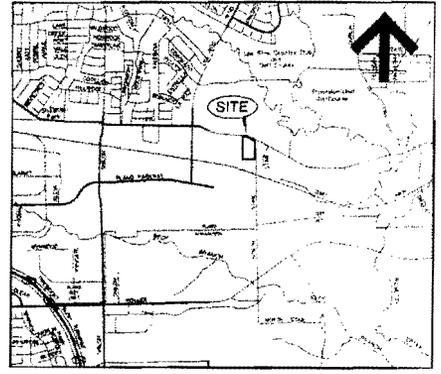
Existing Zoning: PLANNED DEVELOPMENT-202  
RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



SCALE: 1" = 50'



LOCATION MAP  
SCALE: 1" = 2000'

NOTE: APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF THE ASSOCIATED STUDY, PLAT, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREIN, OR THE INITIATION OF THE DEVELOPMENT PROCESS - PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THE PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

ZONING CASE NO. 2010-03

OWNER:  
R LAWLER  
PO BOX 388  
FRISCO, TEXAS 76034  
PHONE: (972) 335-8543

APPLICANT:  
SIGNAGE POINT LAND DEVELOPMENT  
1431 RANCHO DRIVE  
IRVING, TEXAS 75063  
PHONE: (214) 882-1850  
CONTACT: MAZHAR ISLAMRAJA

<b>ZONING EXHIBIT</b>			
VILLAS OF ANGLUS 7.1388 ACRES JAMES LEDBETTER SURVEY, ABST. 545 PLANO, COLLIN COUNTY, TEXAS			
PREPARED BY <b>JDJR</b> ENGINEERS AND CONSULTANTS 1709E ROBERTSON AVENUE #401 IRVING, TEXAS 75038			
DATE	BY	DATE	BY
4-15-10	DAS		
SCALE	1" = 50'	DRAWN BY	DJR
			1 of 1

## ZONING CASE 2010-03

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.1± acres out of the James Ledbetter Survey, Abstract No. 545, located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of May, 2010, for the purpose of considering rezoning 7.1± acres out of the James Ledbetter Survey, Abstract No. 545, located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of May, 2010; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 7.1± acres out of the James Ledbetter Survey, Abstract No. 545, located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 10TH DAY OF MAY, 2010.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

LEGAL DESCRIPTION  
ZC 2010-03

BEING a 7.1388 acre tract of land out of the James Ledbetter Survey, Abstract No. 545 in the City of Plano, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel pipe post found at the Southwest corner of a 7.528 acre tract of land described in a deed to George G. Nicoladze, Trustee of the Lawler Family Trusts recorded in Volume 952, Page 533 of the Collin County Deed Records and at the inside corner of the Cotton Grove Manufactured Home Community Block 1, Lot 1, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Volume L, Page 800;

THENCE North,  $01^{\circ} 58' 00''$  East 800.82 feet with the west line of said 7.528 acre tract, with a fence and an east line at said Lot 1 to an aluminum cap right-of-way marker found in the west line at said 7.528 acre tract, in the east line of said Lot 1 and in the south right-of-way line of Farm Road No. 544 (14th Street), in a curve to the right from which the radius center bears South,  $11^{\circ} 43' 56''$  West 1,075.92 feet;

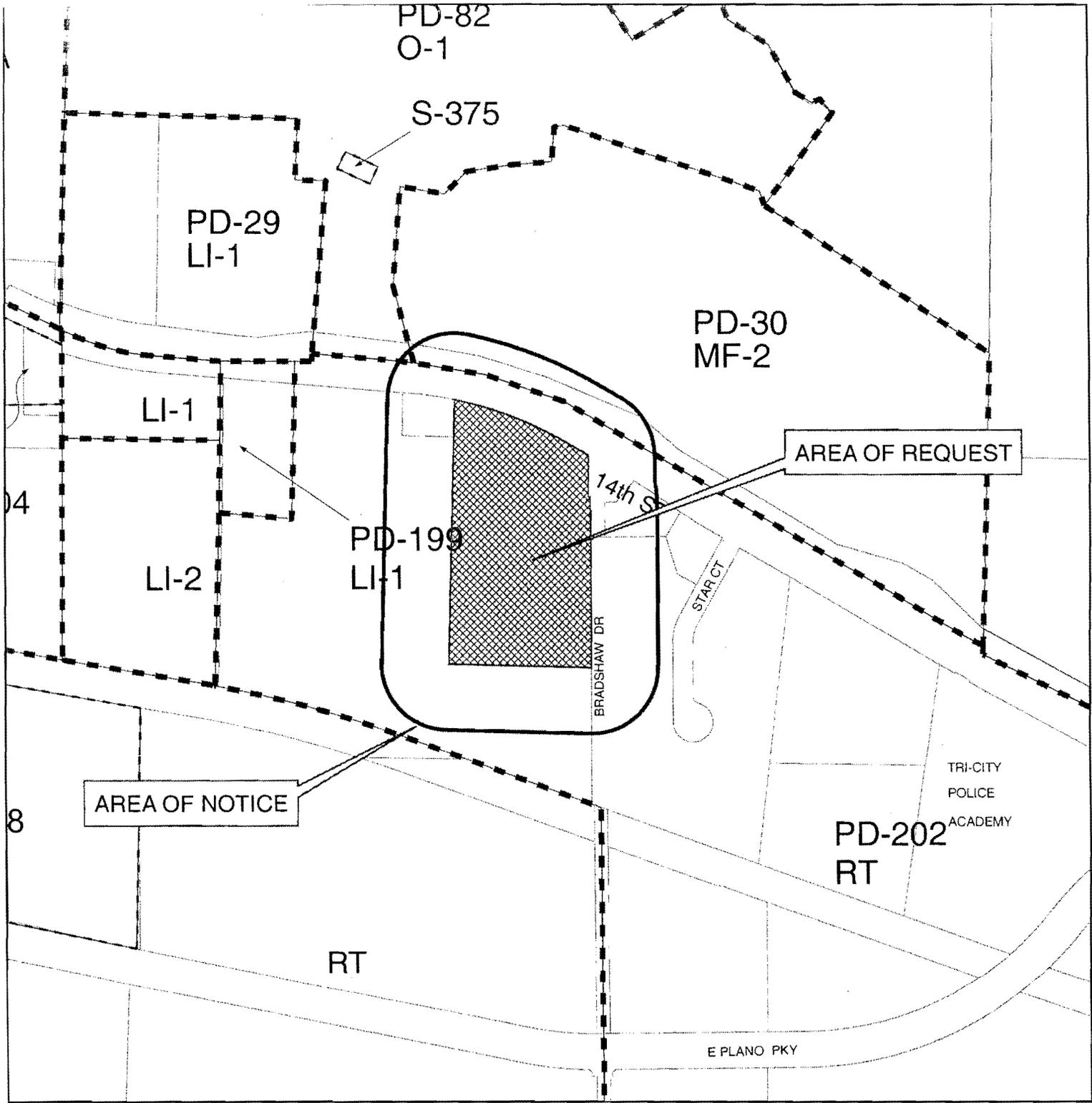
THENCE easterly with said south right-of-way line as follows:

With said curve to the right, an arc distance 355.06 feet around a central angle of  $18^{\circ} 54' 29''$ , with a chord of 353.45 feet which bears South  $68^{\circ} 48' 49''$  East to an aluminum cap right-of-way marker found;

South,  $59^{\circ} 21' 35''$  East 91.06 feet to an aluminum right-of-way marker found in said south right-of-way line on the west side of Bradshaw Drive, formerly North Star Road and in the east line of said 7.528 acre tract;

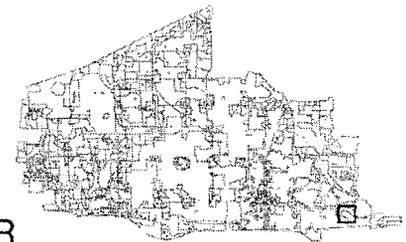
THENCE South,  $00^{\circ} 18' 05''$  West 637.58 feet with said west right-of-way line and with the east line of said 7.528 acre tract to an iron pin found in said right-of-way line at the southeast corner of said 7.528 acre tract at the most northeast corner of said Lot 1;

THENCE North,  $88^{\circ} 00' 53''$  West 434.66 feet with the south line of said 7.528 acre tract and a north line of said Lot 1 and with a fence to the PLACE OF BEGINNING and CONTAINING 7.1388 acres of land.



Zoning Case #: 2010-03

Existing Zoning: PLANNED DEVELOPMENT-202  
RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer

