

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 11, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|-----|---|-----------|---------|
| I. | Legal Advice | Wetherbee | 15 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | Wetherbee | 15 min. |
| | A. Linda Sanders-Burns, Individually and as an heir to the Estate of Anthony Demille Sanders v. City of Plano and Cabezuela | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|----------------------|---------|
| I. | Consideration and action resulting from Executive Session discussion: | Council | 5 min. |
| II. | Personnel Appointments | Council | 15 min. |
| | A. Board and Commission Liaisons | | |
| III. | State Legislative Session Update | Turner/
Glasscock | 15 min. |
| IV. | Discussion and Direction re Flagpole Regulations | Jarrell | 10 min. |
| V. | Council items for discussion/action on future agendas | Council | 5 min. |
| VI. | Consent and Regular Agenda | Council | 5 min. |

- | | | | |
|------|--|---------|--------|
| VII. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

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

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



CITY COUNCIL

1520 AVENUE K

DATE: June 11, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Reverend Edlen Cowley, Associate Pastor
St. Andrew United Methodist Church

PLEDGE OF ALLEGIANCE: Plano Police Explorer Post 911

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>SPECIAL RECOGNITIONS</u></p> <p>Presentation: Mike Ryan, Chief Purchasing Officer - 30 Years of Service to the City of Plano</p> <p>Presentation: 2006 Achievement of Excellence in Libraries Award by the Texas Municipal Library Director's Association</p> <p><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Plano Transition and Revitalization Commission, Russ Kissick, Chair</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u></p> <p>May 24, 2007 May 29, 2007</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Rejection of Bid No. 2007-129-B for Parker Road Elevated Storage Tank Repaint.</p> <p>(c) Bid No. 2007-151-B for the Hayfield Drive, Thunderbird Lane, Morton Vale Road, and Cloverhaven Way Reconstruction Project to RKM Utility Services Inc. in the amount of \$986,875. This project consists of reconstruction of four residential type streets totaling approximately 10,900 square yards of 6” concrete street pavement.</p> <p>(d) Bid No. 2007-144-B for Dallas North Trunk Sewer Main Rehabilitation – Phase II to Insituform Technologies, Inc., in the amount of \$1,043,160. This project consists of rehabilitation of approximately 5,500 feet of 15 to 36-inch sanitary sewer along Prairie Creek from south of Plano Parkway to the George Bush Turnpike Service Road and along the George Bush Turnpike Service Road from west of Custer Road to east of Independence Parkway.</p> <p>(e) CSP No. 2006-105-C for Event Log Management Software Application to dataReference, Inc., in the estimated annual amount of \$77,760. This will establish an annual fixed price contract, with four optional one-year renewals.</p> <p>(f) RFP No. 2007-118-C for an annual fixed price contract for Professional Services: Audit Services to Grant Thornton LLP in the estimated annual amount of \$110,750. This will establish an annual contract with four City optional one-year renewals.</p> <p>(g) CSP No. 2007-136-C for NetMotion Enterprise License and Services to Scientel Wireless, LLC, in the estimated amount of \$181,448. This will establish an annual fixed price contract, with three optional one-year renewals.</p> <p>(h) Bid No. 2007-111-C for new Tires to Gray’s Wholesale, Southern Tire Mart, and Blagg Tire & Service in the estimated annual amount of \$243,971. This item establishes an annual contract with three optional renewals.</p> <p>(i) Bid No. 2007-133-C for Batteries - Automobile/Truck/Marine (2) to IBS Dallas and Park Cities Ford in the estimated annual amount of \$27,416. This will establish an annual fixed price contract with three optional renewals.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>Bid No. 2007-134-C for Vertical Transportation Maintenance to Texas Independent Elevator Co., LLC., in the estimated annual amount of \$26,000. This will establish an annual fixed price contract, with three optional one-year renewals.</p>	
	<p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p>	
(k)	<p>To approve the purchase of a telecommunication system for the Tom Muehlenbeck Recreation Center from Affiliated Communications in the amount of \$53,053 through an existing City of Plano Contract #2002-100-C and authorizing the City Manager to execute all necessary documents.</p>	
(l)	<p>To approve the purchase and installation of a Nortel Succession Voice System (VOIP) at the Plano Centre in the amount of \$50,239 through an existing contract with Affiliated Communications, and authorizing the City Manager to execute all necessary documents. (2002-100-C)</p>	
(m)	<p>To approve the purchase of material testing services for the Wyatt North Addition Paving and Water project in the amount of \$28,545 from GME Consulting Services, Inc., through an existing contract/agreement, and authorizing the City Manager to execute all necessary documents. (Contract # 2006-243-D)</p>	
(n)	<p>To approve the purchase of mounting hardware and installation services for the MDC/DVR Project in the amount of \$125,260 from Integrian, Inc. through an existing contract/agreement with the City of Dallas, and authorizing the City Manager to execute all necessary documents. (Contract# 2006-1264)</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(o)	<p>To approve an engineering contract by and between the City of Plano and TRC Engineers, Inc., for the widening of Ridgeview Drive - Independence Parkway to Coit Road in the amount of \$126,105 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Agreement</p>	
(p)	<p>To approve the terms and conditions of a Public Road Crossing License Agreement between Dallas Area Rapid Transit and the City of Plano for an existing public road for Parker Road, and authorizing the City Manager to execute such agreement.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(q)	<p>To approve an agreement by and between the cities of Allen, Frisco, and Plano to amend a provision of prior funding agreements related to the development of design documents for the Arts of Collin County Commission, Inc.; authorizing the City Manager to execute all documents in connection therewith; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To approve the settlement of the lawsuit styled Saadi Darvish and Minou Darvish V. City of Plano and Planning & Zoning Commission, Cause No. 4:07CV105, United States District Court for the Eastern District of Texas, Sherman Division; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.	
(s)	To approve the purchase of ErgoPower Dispatch Console Furniture, from XYBIX Systems, Inc.; a sole-source provider; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.	
(t)	To approve the purchase of SmartNet 800MHZ portable and mobile radios from Motorola Communications and Electronics Incorporated, a sole-source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.	
(u)	To authorize the purchase of specialized online database library materials for Plano Public Library System in the amount of \$34,650 from <i>infoUSA</i> , a sole source supplier of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.	
(v)	To approve the terms and conditions of a quote by and between the City of Plano and Motorola, the sole source provider of Police Mobile Data Computers; authorizing its execution by the City Manager; and providing an effective date.	
(w)	To remove JPMorgan Chase Bank, N.A. as trustee of the City of Plano, Texas Retirement Security Trust and appoint Comerica Bank as Successor Trustee of the same effective as of July 2, 2007, and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(x)	To repeal Article XI. International Relations Advisory Commission of Chapter 2. Administration of the Plano Code of Ordinances which established an International Relations Advisory Commission; adopting a new Article XI. Chapter 2 and creating the Plano Global Advisory Committee; providing a purpose therefore; providing for the appointment and terms of members; providing rules and guidelines under which the committee will function; and providing an effective date.	
(y)	To grant a permit to Andrus Water Well Drilling Company to drill a water well to supply irrigation needs at Plano East Senior High School, Plano, Texas, located at Los Rios Boulevard and Merriman Drive; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.	
(z)	To grant a permit to MSM Investment Company Incorporated to drill a water well to supply irrigation needs at a vacant tract north of 6701 Glendenny Lane, Plano, Texas; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) Public Hearing and an ordinance as requested in Zoning Case 2007-10 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-65-Central Business-1, 168.1 ± acres located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive in the City of Plano, Collin County, Texas, as it pertains to loading docks adjacent to residential development; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p> <p>(2) A resolution to approve the terms and conditions of an Option Contract by and between the City of Plano and RH 15th Condos One, Ltd.; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(3) A resolution to approve the terms and conditions of a Real Estate Contract by and between RH 15th Condos One, Ltd. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

June 6, 2007

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice from the City Attorney, as well as discussion of one item of litigation.

The Preliminary Open Meeting agenda will begin with the appointment of Council Board and Commission Liaisons. Executive Directors Frank Turner and Bruce Glasscock will provide an update regarding the recently adjourned state legislative session. In addition, Phyllis Jarrell will provide a follow-up presentation relating to flagpole regulations discussed last month.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

CITY COUNCIL APPOINTMENTS TO VARIOUS COMMITTEES AND ORGANIZATIONS

Chamber of Commerce Board of Directors – Mayor Pro Tem Sally Magnuson
Designation of Official North Central Texas Council of Governments
Voting Representative - Mayor Evans
Regional Transportation Council – NCTCOG – Scott Johnson and Mayor Evans (backup)
TML & Other Legislative Action - Mayor Evans and other Council Members as appropriate
North Texas Commission - Mayor Evans and Shep Stahel
Memorial Day Committee – Mayor Pro Tem Sally Magnuson and Shep Stahel
Metroplex Mayors Committee - Mayor Evans
Collin County Mayors Committee – Mayor Evans
Arts of Collin County Mayors Committee - Mayor Evans
Economic Development Board - Mayor Evans and City Manager Muehlenbeck
Liaison to Collin County Community College Board – Mayor Pro Tem Sally Magnuson
Dallas Regional Mobility Coalition - Mayor Evans
Council of Governments - Texas Clean Air Steering Committee – Mayor Pro Tem Sally Magnuson
Sister Cities – Mayor Pro Tem Sally Magnuson
TX 21 – Mayor Evans
McKinney Airport Tech Board – Scott Johnson
Regional Committee on Child Predator Legislation – Deputy Mayor Pro Tem Jean Callison
Fire Team USA – Harry LaRosiliere

CITY COUNCIL COMMITTEES

Board and Commission Review Committee – Scott Johnson
Community Finance – Scott Johnson and Harry LaRosiliere
Joint PISD/Council Committee – Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
Tax Abatement Council Committee – Scott Johnson and Harry LaRosiliere

ADHOC/ROUNDTABLES

Multi-Cultural Outreach Roundtable – Mayor Pro Tem Sally Magnuson

COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

Animal Shelter Advisory Committee –Deputy Mayor Pro Tem Jean Callison and Loretta Ellerbe
Arts of Collin County Commission Board of Directors – Deputy Mayor Pro Tem Jean Callison
Board of Adjustment – Loretta Ellerbe and Lee Dunlap
Building Standards Commission – Shep Stahel and Lee Dunlap
Civil Service Commission - City Manager Thomas Muehlenbeck
Collin County Appraisal District Board – Mayor Pro Tem Sally Magnuson
Community Relations Commission – Mayor Pro Tem Sally Magnuson and Harry LaRosiliere
Cultural Affairs Commission – Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
DART Board of Directors – Linda Paulk
Heritage Commission – Deputy Mayor Pro Tem Jean Callison and Lee Dunlap
International Relations Advisory Commission - Mayor Pro Tem Sally Magnuson
Keep Plano Beautiful Commission – Shep Stahel and Loretta Ellerbe
Library Advisory Board - Scott Johnson and Mayor Pro Tem Sally Magnuson
North Texas Municipal Water District Board – Shep Stahel
Parks and Recreation Planning Board – Loretta Ellerbe and Lee Dunlap
Planning and Zoning Commission – Scott Johnson and Loretta Ellerbe
Plano Housing Authority – Shep Stahel and Harry LaRosiliere
Plano Transition & Revitalization Committee –Loretta Ellerbe and Harry LaRosiliere
Public Art Committee – Deputy Mayor Pro Tem Jean Callison and Loretta Ellerbe
Retirement Security Plan Committee – City Manager Thomas Muehlenbeck
Self Sufficiency Committee – Shep Stahel and Lee Dunlap
Senior Citizens Advisory Board – Mayor Pro Tem Sally Magnuson and Lee Dunlap
Tax Increment Financing Reinvestment Zone No. 1 Board – Scott Johnson
Tax Increment Financing Reinvestment Zone No. 2 Board – Harry LaRosiliere
Technology Commission – Shep Stahel and Lee Dunlap
Transportation Advisory Committee – Mayor Pro Tem Sally Magnuson and Deputy Mayor Pro Tem Jean Callison
Youth Advisory Commission – Deputy Mayor Pro Tem Jean Callison and Lee Dunlap

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Preliminary Open Meeting Agenda Item III

State Legislative Session Update

Turner/Glasscock

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IIIa

June 5, 2007

MEMO

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

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Flagpole Regulations

At its May 14th preliminary open meeting, City Council discussed the regulations for flagpoles presently contained in various sections of the Zoning Ordinance. As you may recall, the existing regulations limit flagpole heights to 50 feet, but provide both the City Council and the Board of Adjustment the authority to approve taller flagpole heights. Council directed staff to bring back suggested wording that would give City Council sole authority to allow flagpoles to exceed 50 feet. This would require moving the flagpole regulations, including those for flagpoles used for commercial signage, out of the Zoning Ordinance and into the Code of Ordinances, since the authority to approve variances to zoning regulations most appropriately rests with the Board of Adjustment.

The Council also asked that new regulations provide some type of setback from residential zoning districts or properties if they exceed 50 feet in height. Existing setbacks for communication antenna support structures from residential zoning districts may provide appropriate setbacks for flagpoles as well. These setbacks are as follows:

The sum of the required building setback (typically 10 feet in a commercial district) plus 25 feet, plus twice the height of the portion of the structure above 25 feet, or 125% of the height of the support structure, whichever is greater.

For example, the 130 foot tall flagpoles approved back in February would be subject to a setback of 255 feet from a residential district boundary line. Since taller flagpoles may also be approved in residential districts (the "stealth" antenna flagpoles on PISD campuses are an example), the setback should also apply to the nearest boundary line of a property used for residential purposes. Antenna support structures must also be set back a minimum of 125 feet from any public right-of-way. Council may wish to adopt these same setbacks for flagpoles that exceed 50 feet in height.

With direction from City Council, I will start the public hearing process with the Planning & Zoning Commission to amend the Zoning Ordinance to remove all regulations for flagpoles. A companion amendment to the Code of Ordinances will

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accompany the zoning amendments for Council's consideration. While exact language has not been developed, the amendments would cover the following concepts:

- Flagpoles may be used for the display of emblems and insignia of any governmental body, a single flag containing the emblem or logo of a firm or corporation, and decorative displays for holidays or public demonstrations which do not contain advertising.
- Flagpoles may be used as "stealth" support structures for communications antennas (as defined in Article 3, Section 3.107 of the Zoning Ordinance). Flagpoles used for the above purposes are limited to 50 feet in height.
- The City Council may waive the height limit provided the taller flagpole is located at least the sum of the required building setback (typically 10 feet in a commercial district) plus 25 feet, plus twice the height of the portion of the structure above 25 feet, or 125% of the height of the support structure, whichever is greater from residential district boundary lines. If the flagpole is located within a residential zoning district, the setback shall be measured from the property line of the nearest lot used for a residential purpose.
- Flagpoles taller than 50 feet in height must be set back at least 125% of the height of the pole from a public right-of-way.

Please let me know if you need additional information.

XC: Diane Wetherbee, City Attorney
Paige Mims, Assistant City Attorney
Selso Mata, Chief Building Official
Tom Elgin, Development Review Manager

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IVb

Discussion/Action Items for Future Council Agendas

2007

June 21 – 24, TCMA Conference, San Antonio

June 25

Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Public Hearing: Zoning Case 2007-11 - Request to establish appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard. The potential zoning may be residential or nonresidential. Zoned General Office with Specific Use Permit #13 for Country Club and Private Club.

Public Hearing: Zoning Case 2007-12 - Request for a Specific Use Permit for a Day Care Center on one lot on 6.7± acres located south of the intersection of Eagle Pass and Lookout Trail. Zoned Single-Family Residence-7.

Public Hearing: Zoning Case 2007-13 - Request for a Specific Use Permit for a Day Care Center on one lot on 8.0± acres located at the southwest corner of Eldorado Drive and Nevada Drive. Zoned Single-Family Residence-7.

July 4 – Independence Day

July 23

Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Re-appointments

July 25

Submission of FY 2007-08 Budget and Community Investment Program

August 7 – National Night Out

August 13

Retirement Security Plan Committee

Community Investment Program Worksession
Public Hearing on Budget and CIP
Vote on Proposed Tax Rate

Pom VA

August 18
Council Budget Worksession

August 22 - Council/PISD Trustee Retreat, TBD, 8 a.m. – 2 p.m.

August 23
- **First Public Hearing on Tax Rate**
- **District 4 Neighborhood Roundtable, PSA StarCenter, 7 p.m.**

August 25 – Board and Commission Reception, Municipal Center, 2 p.m.

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

August 28 – Second Public Hearing on Tax Rate

August 30 – Board and Commission Reception, PSA StarCenter, 6 p.m.

September 3 – Labor Day

September 10
Self Sufficiency Committee

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

Board and Commission Appointments

October 7 – 10, ICMA Conference, Pittsburgh

October 8
TIF #1 & #2 Boards

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

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

Pom JB

November 7 – 9, TML Conference, Dallas

November 12
Technology Commission

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 10

December 18
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director	<i>[Signature]</i>	6/6/07
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: Mike Ryan, Chief Purchasing Officer - 30 Years of Service to the City of Plano				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	6/11/07
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: 2006 Achievement of Excellence in Libraries Award by the Texas Municipal Library Director's Association				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

DATE: June 1, 2007

TO: Honorable Mayor and City Council

FROM: Russ Kissick, Transition and Revitalization Commission Chairperson

SUBJECT: Transition and Revitalization Commission Annual Report

It is a pleasure to provide you with the Transition and Revitalization Commission's 2007 Annual Report. Over the past year, TRC has worked on a number of projects including the Urban Centers Study, the Workforce Housing Study, the Rental Inspection Program and implementation of the *Plano at Maturity Report*. Progress on these items is summarized below.

1. The **Urban Centers Study** examined the role of future urban centers in the City of Plano. This project establishes a set of criteria to evaluate and guide urban center development. It identifies three sites with the greatest potential in this regard; defines parameters for how additional centers can be successfully integrated into a predominantly suburban environment; and provides specific implementation strategies. The report serves as a guide for elected officials, staff and developers to utilize in locating and designing urban centers to become major community focal points and activity centers. The City of Plano Urban Centers Study was finalized by the Transition and Revitalization Commission and adopted by City Council in June 2006.
2. In response to City Council's 2006 Strategic Plan, TRC conducted a study of **workforce housing** in Plano. We found that the City has a significant supply of housing affordable to the workforce. However, those homes are some of our older housing stock and therefore frequently are more of a maintenance burden than newer homes they are also less energy efficient (and therefore have higher energy costs). Our recommendations focused on encouraging homeownership and reinvestment in these homes (and the surrounding neighborhoods) to ensure a supply of workforce housing into the future. Following approval of this study by City Council we are currently working to implement three recommendations from this study, the Employer Assisted Housing Program, Information Clearinghouse and Design Book.
3. TRC was also asked to oversee the creation of the **Rental Registration and Inspection Pilot Program** for apartment complexes 20 years of age or older. We met with the Property Standards Department on several occasions to provide input on the formation and operation of this program. We are pleased to report the program currently has 100% registration compliance (of the apartments 20 years

and older). The Property Standards Department has recently made this program a permanent part of their operations (it is no longer a pilot program) and the program has been expanded to include multi-family complexes 10 years and older. Property Standards is investigating the possibilities for further expanding the program to single-family rental units around the city.

4. Finally, TRC will begin its annual review of implementation activities related to the *Plano at Maturity Report* next month. We expect to issue a report summarizing our findings and recommendations in September 2007.

As always, we appreciate the opportunity to apprise you of our activities. If you have any questions please let me know. We look forward to making a brief presentation during your June 11th meeting.

Attachment

cc: Thomas H Muehlenbeck, City Manager
Rod Hogan, Executive Director for Public Services
Frank F. Turner, Executive Director for Development
Di Zucco, City Secretary
Cindy Pierce, Senior Administrative Assistant to the City Manager
Phyllis Jarrell, Planning Director
Jeff Zimmerman, Long Range Planning Manager
Kate Perry, Senior Planner

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**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT THREE
May 24, 2007**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:11 p.m., Thursday, May 24, 2007, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present with the exception of Council Member Stahel. Mayor Evans welcomed those in attendance and identified the Council districts. Mayor Evans spoke regarding Council Members being elected and serving the City at large and the benefits provided. Staff in attendance introduced themselves.

FY 2007-2008 Budget Presentation - FY 2007-2008 Community Investment Program Presentation

Director of Budget and Research Rhodes spoke to the largest portion of expenditures being for Public Safety followed by Water and Sewer, General Government, Debt Service, Parks and Recreation and Sustainability and Environmental Services. Director of Sustainability and Environmental Services Nevil responded to a question, advising that recycling is driven by market demands and at the current time, only #1 and #2 plastics are included.

Ms. Rhodes spoke to the largest portion of resources coming from taxes (property and sales tax), followed by water and sewer fees, franchise fees and environmental waste services. She spoke to projections from the Central Appraisal District of Collin County regarding the total assessed property valuations and to the final figures being available on July 25. She spoke to the City of Plano offering exemptions including one for a general homestead and those for individuals over-65 or disabled. Ms. Rhodes advised that these exemptions translate into \$21.2 million in lost property tax revenue. She spoke to the impact on revenues of the over-65 tax freeze and tax increment financing districts.

a-1

Ms. Rhodes spoke regarding the City's participation in DART, wherein a portion of sales taxes collected goes to the transit authority and other cities that do not participate and can use funds as a means to attract businesses. She spoke to Plano implementing a two-cent property tax increase in 2006-07 for an Economic Development Incentive Program allowing the City to stay competitive. Ms. Rhodes responded to a question regarding the benefits of acquiring additional companies in the City and Mayor Pro Tem Johnson spoke to businesses paying the full tax rate but using less public services. Ms. Rhodes compared the City of Plano tax rate to other area cities that do not offer exemptions and advised that the tax base is comprised of 52% residential and 48% commercial properties. She stated that the City's portion of property tax collected is 17.3% and that she could provide information to those residing outside of the Plano Independent School District regarding their tax rates.

Ms. Rhodes spoke regarding the volatility of sales tax as a revenue source, implementation of the Budget Contingency Plan in 2001 and advised that increases in sales tax revenues are coming from corporations and industries rather than from the retail sector. Ms. Rhodes spoke to building and development revenue and advised that this source is declining due to residential build out. Ms. Rhodes spoke to the "Take or Pay" contract with the North Texas Municipal Water District (NTMWD) wherein payments are made based on peak water usage. She stated the reduction in gallons for the current year-to-date and spoke to lost revenues since 2002 totaling over \$15.6 million as well as the fiscal impact of a recent sewer main break. Ms. Rhodes spoke regarding projected increases from the NTMWD resulting in an increase in fees for water, sewer and meters, the implementation of the three-year Winter Quarter Averaging and an increase in Environmental Waste fees.

Ms. Rhodes advised regarding the Community Investment Program which funds the City's infrastructure and the passage of bond propositions by voters. She spoke to the greatest expenditure being in the area of streets, followed by parks and the Capital Reserve Fund and reviewed key dates on the budget calendar

The floor was opened to questions and Ms. Rhodes advised that the City does not operate in a deficit position, spoke to monies going into the fund balance and maintaining the City's high bond rating. Ms. Rhodes advised that she will provide further information regarding the impact of a mall in the City of Allen at the Council's Budget Worksession. Mayor Evans responded to a question regarding the use of Economic Development funds to attract major companies and maintaining the City's ability to compete with other communities. She spoke to the land available for commercial development and Director of Planning Jarrell advised regarding ownership of property at the Dallas North Tollway and Spring Creek Parkway. Ms. Rhodes advised regarding property taxes collected from apartment complexes. Mayor Evans spoke regarding the effect of DART on the City's revenue, to revenues gained by those shopping in Plano, to targeting businesses, and to redevelopment efforts at area strip malls as well as Collin Creek Mall.

A-2

Water Restrictions Report Update

Director of Public Works Foster spoke to the area being in a hydrological drought and advised that Lake Lavon is 97% full, Lake Chapman is 49% full and Lake Texoma is 108% full. He advised that through the end of April 2007, Lake Lavon has received more rain than for the same period last year. Mr. Foster spoke to the drought being in place until the lakes reach their conservation pool levels, advised that Stage 3 Watering Restrictions may remain in place until additional sources are in place and/or conservation pool levels are reached and stated that until additional sources are in place, the major issue will be permitted water rights. He responded to a question, advising that part of the reason for the low levels at Lake Chapman may be related to the water shed area for that lake. Mr. Foster spoke to the reduction in water consumption from 17.745 billion gallons in 2005 to 14.593 billion gallons in 2006 and the consumption for January-April 2007 of 5.216 billion gallons as compared to 6.470 billion gallons for the same period in 2006.

Mr. Foster spoke to consideration of factors for the City remaining in Stage 3 including the provision for two-days per week of watering, the current reservoir storage and water rights projections. He spoke to the current level of Lake Lavon, the typical drawdown that occurs during the summer months and projections for normal amounts of rainfall for the summer. Mr. Foster spoke regarding the East Fork Raw Water Supply Project and the SRA Upper Basin Supply Project and issues of supply and demand in the area. He responded that permitting for a reservoir may take many years and spoke to one proposed at the Lower Bois d'Arc Creek. Mr. Foster advised that recent legislation may eliminate development of the Marvin Nichols Reservoir.

The floor was opened to questions and Mr. Foster spoke regarding the level of water needed to maintain lawns, the benefits of having two days per week to water, and the use of soaker hoses and "bubblers" for foundation watering. He advised that there are thirteen member cities in the NTMWD and over thirty customer cities and spoke regarding metering the water as it enters the City. Mr. Foster spoke to the NTMWD making recommendations to cities regarding restrictions, but advised that implementation is left to the municipalities with the goal remaining at least a 5% reduction in usage. He advised that last year the City of Plano experienced a 15% reduction.

Recreation Center Report Update - Muehlenbeck Center and Carpenter Park Expansion

Director of Parks and Recreation Wendell spoke regarding the Muehlenbeck Center which will include fitness rooms, a running track, gymnasium, craft rooms and meeting rooms as well as an indoor competitive pool, and indoor/outdoor leisure pools. He spoke to the opening planned for late summer 2007, hours of operation and admission rates.

Mr. Wendell spoke regarding the Carpenter Park Expansion with plans to add facilities aimed at seniors and expanded exercise areas. He spoke to design completion in late 2007, construction beginning in the fall of 2008 and the facility opening in the fall of 2009.

a-3

The floor was opened to questions and Mr. Wendell spoke to the opening of pools, swim teams utilizing the facilities and stated that Archgate Park will open in the fall of 2007.

Community Investment Projects – District 3 - Street Repairs/Improvements/Resurfacing

Mayor Evans opened the floor to questions and City Engineer Upchurch advised that Staff would look into the left-turn lanes at the intersection of Custer Road and McDermott Road. He responded to a question regarding efforts to install speed bumps on Baxter Drive between Legacy Drive and Hedgoxe Road and advised that citizens may contact the Transportation Department to begin a new study of the area.

Mayor Evans spoke to the Plano Independent School District Board responding to questions regarding schools. Ms. Jarrell advised that 30% of housing in the City is apartments and that at build out it is expected to be 32%. She advised that there is no cap in place, but that development is based on zoning. Mayor Evans spoke to recent trends where apartments are concentrated in urban areas and land formerly zoned for garden apartments changing to single-family usage. She spoke to the Council being sensitive to the differing needs of its citizens and spoke to the development of more choices for senior citizens. Mayor Pro Tem Johnson spoke to changes in zoning regulations, the variety of products being offered and encouraging people of all ages and backgrounds to live in Plano. He responded that a development at Preston Road and Spring Creek Parkway is a retirement community.

Director of Property Standards O'Banner advised that her department regulates inoperable or unregistered vehicles located on property while the Police Department addresses those on the street. Ms. O'Banner stated that her department and the Police Department work together in addressing situations where large trucks may be left in parking lots. Mayor Evans advised that Staff will look into the need for a stop sign at Crossbend Road and Old Orchard Drive and stated that citizens may contact the Transportation Department Staff regarding the need for school zone signs. A citizen praised the City for its efforts.

Mayor Evans thanked those in attendance and adjourned the meeting at 9:00 p.m.

Pat Evans, Mayor

ATTEST:

Diane Zucco, City Secretary

Q-4

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
MAY 29, 2007**

COUNCIL MEMBERS

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

Designation of Mayor Pro Tem and Deputy Mayor Pro Tem

Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem

STAFF

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

Mayor Evans called the meeting to order at 5:06 p.m., Tuesday, May 29, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member LaRosiliere arrived 5:10 p.m. and Council Member Callison arrived at 5:23 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071 and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:58 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting from Executive Session Discussion:

Personnel - Appointment of Directors (3) to Plano Health Facilities Development Corporation

Upon a motion made by Council Member Callison and seconded by Mayor Pro Tem Johnson, the Council voted 8-0 to appoint Deputy Mayor Pro Tem Magnuson and Council Members Ellerbe and LaRosiliere to the Plano Health Facilities Development Corporation.

a-5

Designation and Action for the Appointment of Mayor Pro Tem and Deputy Mayor Pro Tem

Upon a motion made by Council Member Ellerbe and seconded by Mayor Pro Tem Johnson, the Council voted 8-0 to name Deputy Mayor Pro Tem Magnuson as Mayor Pro Tem.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Dunlap, the Council voted 8-0 to name Council Member Callison as Deputy Mayor Pro Tem.

Personnel Appointments - Animal Shelter Advisory Committee

Upon a motion made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Callison, the Council voted 8-0 to appoint Jamey Cantrell.

Mobility Report

Transportation Engineering Manager Neal advised the Council regarding a restart of the alley bump petition process in the Glen Hollow area and a restudy of the need for a traffic signal at Plano Parkway and Nevada Drive. He spoke to the goals determined in 2001 with regard to traffic signal management to minimize traffic congestion and delay, foster improved air quality and be responsive to side street delays. Mr. Neal spoke to the City moving into a more mature operation and saturated conditions including vehicles waiting through multiple signal cycles. He spoke to applying different strategies including allowing for "time of day" signal timing and to minimizing traffic queues, signal cycle failures, blocked turn lanes and vehicles waiting over 25% of the cycle. He spoke to improving traffic throughput, congestion and air quality. Mr. Neal responded to the Council regarding pursuit of a "lead-lag" operation where left turns are allowed at the beginning and end of the cycle. He advised that Staff would review southbound Custer Road at Parker Road and responded regarding delays in vehicles moving through intersections.

DART Report

DART Board of Directors member Paulk spoke regarding strong ridership in Plano, additional parking planned for the Parker Road Station and a recent vote for fare increases. She spoke regarding construction of the line which will allow Plano residents to ride to the State Fair in September of 2009 and the upcoming opening of HOV lanes on US 75. Ms. Paulk expressed disappointment at the outcome of the Regional Transit Initiative. Council Member Stahel spoke to consideration of HOV lanes for hybrid vehicles.

Comprehensive Monthly Financial Report

Director of Finance McGrane spoke to inclusion of topical information in the monthly report including area lake levels and existing home values.

A-6

Mr. McGrane spoke to revenues being good with the exception of the Water and Sewer Fund and stated that most major funds are doing well on the expenditure side. He advised that unemployment is down considerably and spoke to housing starts averaging higher than last year with a slight drop in values. He spoke to receiving bond funds on June 6, 2007, and contact made with local institutions to ensure favorable rates of return.

Discussion and Direction Regarding Monitoring Stage 3 Water Restrictions

Director of Public Works Foster advised that Lake Lavon is now one foot over normal level, Lake Chapman remains low at 49% and Lake Texoma is 109% full. Mr. Foster advised regarding the increase in rainfall received this year over last at Lake Lavon and responded to the Council, stating that the release of water from Lake Lavon is determined by the Army Corp. of Engineers and that the top of the flood pool is 503 feet. He spoke to the City being in a water conservation mode with issues remaining including the level of Lake Chapman and permits being pursued by the North Texas Municipal Water District (NTMWD). Mr. Foster responded to the Council, stating that the City can provide assistance in pursuit of these permits by continuing to conserve water. He advised that there should be no affect on the amount of water received from Lake Tawakoni this year or next.

Mr. Foster spoke to saving over 3.1 billion gallons of water from June 1 through December 31, 2006 as compared to 2005 and to consuming 1.25 billion gallons less through the end of April in 2007 as compared to 2006. He spoke to an additional savings of 717 million gallons through the month of May. Mr. Foster spoke to staying under Stage 3 restrictions as they allow two days per week of watering, consideration of current reservoir storage and issues of water rights. He advised that the drawdown of Lake Lavon during the summer is four to five feet, and spoke to the wetter than normal spring and the forecast for normal rain over the summer. He reviewed the East Fork Raw Water Supply Project and the SRA Upper Basin Supply Project, spoke regarding the Lower Bois d'Arc Creek Reservoir and advised that the Marvin Nichols Reservoir has been approved by the legislature.

Council Member Stahel stated support for conservation and to consideration of allowing watering both mornings and evenings two days per week. Mr. Foster stated that this can be taken into account in the future and spoke to future review of the water conservation plan. He spoke to the current watering schedule allowing the maximization of efficiency in the system. Council Member Ellerbe spoke to the amount of water needed for lawns and to not backing off the current restrictions for the foreseeable future. Mr. Foster responded to Council Member LaRosiliere regarding the NTMWD'S level of water rights for area lakes and stated that the mechanics of how they draw from the sources is an operational issue for the district. He spoke to the pumping of water from Lake Chapman into Lake Lavon to conserve elevation and provide for more efficient use of treatment plants.

Council Member LaRosiliere spoke to possibly allowing the same time on permitted days to provide more effective use of resident watering systems. Council Member Johnson spoke to positive aspects of the current schedule and to expanding the time if the system would allow. Mr. Foster advised that the current schedule allows for increased flexibility in the system and that Staff could review the situation.

A-7

Private Water Wells

City Engineer Upchurch advised that this item is in response to Council's request for information regarding water wells and aquifers. Urban Water Program Coordinator of the Urban Solutions Center at Texas A&M University Cliff Wolfe advised that the primary indicator of water quality is Total Dissolved Solids (TDS) as a measurement of salinity. He stated that the groundwater quality of the Trinity Aquifer is acceptable for most municipal and industrial uses; some areas have natural concentrations of arsenic, fluoride, nitrate, sulfate and other salts; groundwater in the western outcrop area tends to be harder; and downdip water tends to be softer. He addressed water quality in the Woodbine Aquifer which is acceptable for most purposes, decreases in the downdip and deteriorates with depth.

Mr. Wolfe spoke regarding the Primary Groundwater Management Area (PGMA) study done by the Texas Commission on Environmental Quality (TCEQ) recommending the formation of Groundwater Conservation Districts (GCD) to protect and manage groundwater resources in the area. He spoke regarding the effects of salts on soil and to correction with improved drainage, leaching, reduced evaporation and application of chemical treatments. Mr. Wolfe spoke to options when utilizing saline water on landscape plants. He advised regarding key points: groundwater resources from either the Trinity or Woodbine Aquifers would not have a detrimental impact on surface water quality, PGMA's do not directly affect City ordinances; however one or more GCD's could be formed which are state appointed entities and could exempt any wells from permit requirements if exemptions are documented and rules set forth to implement the plan. Mr. Wolfe stated that GCD's can choose to exempt City boundaries from being included in their areas of jurisdiction and that most water wells drilled in the City would fall under the 25,000 gallon exemption. He spoke to recommendations that wells be tested a minimum of once yearly to monitor groundwater quality, soil samples be taken to monitor salinity levels and those drilling and operating private wells be educated on the long-term effects.

Mr. Wolfe responded to Council Member Ellerbe, stating that the GCD would be in charge of permitting and regulating wells. Mr. Upchurch responded to Mayor Evans, stating that there are some wells that have been drilled without a permit and spoke to issues of the quality of water and providing education regarding its use. He spoke to the use of wells lessening the impact on the water system, providing for a reduction in overall usage and providing an economic benefit for the property owner. Mr. Upchurch spoke to receiving a copy of the annual analysis of wells and not monitoring water usage. He advised that there are currently no provisions in the ordinance for revoking an existing permit. Mr. Upchurch advised regarding a location where plant life suffered and revisions made to remedy the situation.

a-8

Mr. Upchurch responded to Council Member Stahel, stating that state regulations govern the drilling of wells and the requirement that they be at least 50 feet from the nearest property line. He spoke to ensuring there are no cross-connections between the two systems so that well water will not feed back into the public system. City Manager Muehlenbeck spoke to cities in which the posting of a sign notifies City officials where wells are used for irrigation. Mr. Upchurch responded to Council Member Stahel, stating that there are no current restrictions prohibiting homeowners from forming a co-op for the use of well water.

Council Member Ellerbe spoke to those locations that do not have a municipal water district and depend on well water and to those in the City having adequate provisions. City Attorney Wetherbee spoke to the Council possibly removing itself from the approval process since these are not really discretionary permits. She responded to Council Member Ellerbe, stating that Staff has been looking at regulations in other communities regarding safety and conditions for revocation of wells. Mayor Evans spoke to bringing the item back and Mr. Upchurch advised that there may be more requests prior to reconsideration.

Mayor Evans convened the Preliminary Meeting directly into the Regular Meeting at 7:17 p.m. where remaining items were discussed.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

A-9

PLANO CITY COUNCIL
May 29, 2007

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council directly into the Regular Session from the Preliminary Open Meeting on Tuesday, May 29, 2007, at 7:17 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Pastor Isiah Joshua, Jr. of the Shiloh Missionary Baptist Church.

The Pledge of Allegiance was led by Council Member Stahel.

Mayor Evans presented Special Recognition to Sgt. Kenneth Mandell on his return from Iraq and to James Garrison - Council's Volunteer of the Month.

Update Regarding Research/Technology District

Long Range Planning Manager Zimmerman spoke regarding the location of the district and to it being a low-density employment center with office, research and development, and assembly companies in a campus environment. He spoke regarding consideration of the southeast and southwest corners of 14th Street and Plano Parkway by the Planning and Zoning Commission which did not result in zoning cases. Mr. Zimmerman spoke to the allowed uses established to ensure internal compatibility in the district with retail and restaurant both requiring 10% of the built floor area of the development and restaurants being a minimum of 5,000 square feet. He spoke to the uses not allowed in the area and special standards put in place to create an image and identity.

a-10

Director of Research & Technology Marketing & Redevelopment of the Plano Economic Development Board David Ellis spoke regarding the large "flex" spaces typically built for large telecom assembly and electronics manufacturers. He advised that there are fifty existing buildings and spoke to the rental rates and the history of vacancies. Mr. Ellis stated that the current occupancy is at 74%, spoke to the movement of large manufacturing offshore and to the increase in office use in the area. He spoke regarding amenities located in the City of Richardson.

Mr. Zimmerman spoke regarding challenges and opportunities for the area including the evolving market conditions, the increased demand for small manufacturing buildings and office space, vacant/underused properties and preserving land for future economic development as there is increased pressure for residential use. He spoke to there being less interest in the area north of the railroad tracks, finding the right uses for the SH 190 frontage and regarding recent purchases for institutional uses. He responded to the Council regarding consideration for residential uses and concerns expressed related to the police shooting range and further advised that schools are permitted in the district. Mr. Zimmerman spoke to matching amenities and services with the needs of a daytime population, the current locations of retail and restaurants and to there being no nearby fitness center. He spoke to the possible options including allowing restaurants without the 10% restriction, rezoning specific locations to retail use, considering retail rezoning on an individual basis or identifying and rezoning locations for a different use.

Council Member Stahel spoke to the planned school addressing residential construction occurring in the panhandle of Richardson and to recognizing the proximity of the gun range when considering the encouragement of development.

Mayor Evans spoke to the potential of the area and to providing amenities. She spoke to space available near SH 190 and major intersections that would be appropriate for restaurants or retail development. Mr. Zimmerman and Director of Planning Jarrell spoke to a possible review of the area by the Planning and Zoning Commission. Council Member Ellerbe spoke to the item being reviewed by the current members.

Ms. Jarrell responded to the Council regarding restaurants, advising that the 10% restriction could be removed, but that the minimum size could be retained. She responded that currently the types of retail allowed are uses that are considered to be supportive of an area with a large concentration of employees and that hotels are allowed by right. Council Member Stahel stated agreement regarding inclusion of fitness centers. Ms. Jarrell responded to the Council advising that options can be brought back to the Commission for review with follow-up to Council prior to any Public Hearing process to amend the ordinance.

Mr. Ellis responded to the Council stating that the types of amenities being requested are "sit-down" restaurants and hotels with meeting room space and Council Member Stahel spoke to hotels as an allowed use.

a-11

Mr. Stahel spoke to putting the word out in the development community. Mayor Evans spoke to creating more attractive destinations and to making a change as a way to let developers know what the City is looking for.

Mayor Evans advised that the Council would be open to uses suggested by the Commission that would be compatible with the property located in the area of the shooting range. City Manager Muehlenbeck spoke to the Commission having flexibility when considering the tract and to continued study of the area. Mayor Pro Tem Magnuson spoke to letting developers know that the City is open for ideas.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent Agenda

Council Member Stahel advised that he will be stepping down on Consent Agenda Item "C," CSP No. 2007-85-B for a Web-Based Publishing Solution to Limehouse Software Inc. due to a possible conflict of interest.

Council Reports

No reports were presented.

BOARD AND COMMISSION REPORT

Planning and Zoning Commission 2nd Vice Chair Jim Duggan spoke to their role being: to make recommendations to the City Council on zoning petitions, development and recommendations regarding updates to the various Comprehensive Plan elements, approval of plats and site plans for new development and redevelopment and service as the City's Impact Fee Advisory Committee. He spoke regarding the Commission's activities and a reduction in the number of zoning cases primarily due to removal of the requirement for a Specific Use Permit for Private Clubs.

Mr. Duggan spoke to other activities in 2006 including: review and approval of the Transition and Revitalization Commission's Urban Centers and Buffington Workforce Housing studies, changes made to procedures regarding speaker times, and acceptance of two reports on the City's Water and Wastewater Impact Fee Program. He spoke to the work program including: Comprehensive Plan updates for Land Use and Transportation Elements, elimination of unused private club permits and obsolete planned development zoning, new single family and urban townhouse zoning districts, revisions to parking requirements, and Traffic Impact Analysis Ordinance amendments. Mr. Duggan advised that since May of 2006, the Commission has completed updates to the Parks and Recreation, Utilities, and Public Services and Facilities Elements of the Comprehensive Plan.

A-12

Mr. Duggan spoke to new issues and trends including the preservation of land for economic development purposes, rezoning commercial land to allow residential development, smaller lot sizes for single-family development, determining appropriate locations for mixed-use development outside of urban centers, and the redevelopment of vacant corner gas stations. He responded to City Manager Muehlenbeck regarding the importance of maintaining tracts of land for large corporate relocations or users. Mayor Evans spoke to retaining a level of commercial zoning and to addressing parking requirements for garden centers. Council Member Ellerbe spoke to businesses that overbuild parking.

COMMENTS OF PUBLIC INTEREST

Jack Lagos, citizen of the City, spoke to a promissory note not appearing in financial statements of the Arts of Collin County Commission, Inc. and to the Council taking a look at it and perform an audit to address this item and see if there are other concerns.

CONSENT AGENDA

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

Approval of Minutes [Consent Agenda Item (A)]

May 9, 2007

May 14, 2007

Approval of Expenditures

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

Bid No. 2007-135-B for the Cloisters Water Rehabilitation Project to RKM Utility Services, Inc., in the amount of \$1,123,825. This project consists of the replacement of approximately 10,700 L.F. of 8" water main in residential areas. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. 2007-131-B for the 2006-07 Arterial Concrete Pavement Rehabilitation Project, Park Boulevard and Roundrock Trail to Jerusalem Corporation in the amount of \$854,950. This project involves replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction, on Park Boulevard between Independence Parkway and Alma Road and on Roundrock Trail between Park Boulevard and Parker Road. [Consent Agenda Item (D)] (See Exhibit "B")

A-13

Approval of Change Order

To RKM Utility Services, Inc. increasing the contract by \$59,945 for the Parker Road Estates West Water Rehabilitation Project, Change Order #2. (Original Bid #2006-178-B). This change order is for adjusting the quantities to reflect the actual constructed quantities so that the final pay request can be processed. [Consent Agenda Item (E)]

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

To approve an engineering contract by and between the City of Plano and Birkhoff, Hendricks & Conway, L.L.P., in the amount of \$197,900 for Highlands Lift Station and Sewer Line; and authorizing the City Manager to execute all necessary documents. This agreement is for an engineering design for the replacement of the Highlands Lift Station, elimination of the Ohio North Lift Station and construction of a gravity sewer line between the two lift stations. [Consent Agenda Item (F)]

To approve an engineering contract by and between the City of Plano and Birkhoff, Hendricks & Conway, L.L.P., in the amount of \$153,300 for Shiloh Pump Station; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (G)]

Adoption of Resolutions

Resolution No. 2007-5-14(R): To ratify and approve an expenditure of \$47,502 to Vermeer Equipment of Texas for emergency repairs to a tub grinder used in the City's composting operations; approving all actions taken by the City Manager; and providing an effective date. [Consent Agenda Item (H)]

Resolution No. 2007-5-15(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County Community College District providing terms and conditions for the provision of library automation services to Collin County Community College District; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement approved herein; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2007-5-16(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Allen Public Library providing terms and conditions for the provision of library automation services to Allen Public Library; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement approved herein; and providing an effective date. [Consent Agenda Item (J)]

A-14

Resolution No. 2007-5-17(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2007-5-18(R): To approve an expenditure of \$65,000 annually to the Star Community Newspapers to publish all legal notices required by the laws of the State of Texas and the City of Plano; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2007-5-19(R): To approve a bid of \$30,840 to repair the Chatsworth-Springview Aerial Crossing by and between North Texas Contracting, Inc., and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

Adoption of Ordinances

Ordinance No. 2007-5-20: To rescind Ordinance No. 2006-9-29 relating to City of Plano Retirement Security Plan as Restated January 1, 2006 2nd Version, and adopting a new City of Plano Retirement Security Plan, as Restated Plan January 1, 2007 to revise Section 6.2 "Early Pension" in Article VI "Amount of Retirement Benefits"; authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (N)]

Ordinance No. 2007-5-21: To adopt and enact Supplement No. 78 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. [Consent Agenda Item (O)]

Ordinance No. 2007-5-22: To transfer the sum of \$89,100 from the Convention & Tourism Unappropriated Fund Balance to the Civic Center Equipment Replacement Appropriation for Fiscal Year 2006-07 for the purpose of replacing and refurbishing various Plano Centre features; amending the budget of the City and Ordinance 2006-9-9, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. [Consent Agenda Item (P)]

Ordinance No. 2007-5-23: To abandon all right, title, and interest of the City, in and to that certain sanitary sewer easement which is located within the City limits of Richardson, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Hassie Hunt Exploration Company, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (Q)]

a-15

Ordinance No. 2007-5-24: To grant a permit to Capital One National Association to drill a water well to supply irrigation needs at Capital One Corporate Campus, Plano, Texas, located north of Hedgcoxe Road between Preston Road and Dominion Parkway; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. [Consent Agenda Item (R)]

END OF CONSENT

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

CSP No. 2007-85-B for a Web-Based Publishing Solution to Limehouse Software Inc. in the amount of \$65,250. [Consent Agenda Item (C)] (See Exhibit "C")

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, the Council voted 7-0 to approve CSP No. 2007-85-B for a Web-Based Publishing Solution to Limehouse Software Inc. in the amount of \$65,250.

Council Member Stahel resumed his seat at the bench.

Public Hearing and adoption of Ordinance No. 2007-5-25: To designate a certain area within the City of Plano as Reinvestment Zone No. 107 for a Tax Abatement consisting of a 5.109 acre tract of land located east of Windcrest Drive and south of Tennyson Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (1)]

Director of Finance McGrane advised that KDC-Plano Investments I, LP is constructing a new 100,000 square foot building, will maintain 200 employees and add 75. He spoke to the estimated amount of \$500,000 in business personal property for the first year with \$1 million for the remaining years and \$19 million in real property. Mr. McGrane advised that the abatement will be for a period of ten years and equal to 25% for both real and business personal property.

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

Upon a motion made by Council Member Ellerbe and seconded by Council Member Dunlap, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 107 for a Tax Abatement consisting of a 5.109 acre tract of land located east of Windcrest Drive and south of Tennyson Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2007-5-25.

a-16

Resolution No. 2007-5-26(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, KDC-Plano Investments I, LP, a Texas Limited Partnership and Denbury Onshore LLC, a Delaware limited liability company, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (2)]

Director of Finance McGrane responded to the Council, advising that the company is in oil exploration and that the abatement will be submitted to the college district for consideration. City Manager Muehlenbeck advised that Collin County will be considering these items on an individual basis.

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, KDC-Plano Investments I, LP, a Texas Limited Partnership and Denbury Onshore LLC, a Delaware limited liability company, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-5-26(R).

Ordinance No. 2007-5-27: To amend Section I of Ordinance No. 98-9-32 to extend the franchise granted to CoServ Gas for the transporting, delivery, sales, and distribution of gas in and out of, and through the City of Plano which is set to expire on or about November 23, 2007; and providing a repealer clause, a severability clause and an effective date. (Second Reading). (First reading held and approved 4-23-2007). [Regular Agenda Item (3)]

Director of Customer and Utility Services Israelson advised that this is a five-year extension of the CoServ franchise agreement.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to amend Section I of Ordinance No. 98-9-32 to extend the franchise granted to CoServ Gas for the transporting, delivery, sales, and distribution of gas in and out of, and through the City of Plano which is set to expire on or about November 23, 2007; and providing a repealer clause, a severability clause and an effective date; and further to adopt Ordinance No. 2007-5-27.

Public Hearing and adoption of Ordinance No. 2007-5-28 as requested in Zoning Case 2007-08 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 57.8± acres located at the southeast corner of State Highway 121 and Spring Creek Parkway in the City of Plano, Denton County, Texas, from Agriculture to Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Thompson McSpedden Family Partners [Regular Agenda Item (4)]

A-17

Ordinance No. 2007-5-28 (cont'd)

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended the request for approval and that they found, based upon the traffic impact analysis that the thoroughfares can accommodate anticipated traffic volumes at an acceptable level of service.

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

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 57.8± acres located at the southeast corner of State Highway 121 and Spring Creek Parkway in the City of Plano, Denton County, Texas, from Agriculture to Commercial Employment as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-08; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2007-5-28.

There being no further discussion, Mayor Evans adjourned the meeting at 8:34 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

A-18



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 05/29/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7148)	Project No. 5636		

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award/Rejection of Bid for Bid No. 2007-135-B for the Cloisters Water Rehabilitation Project to RKM Utility Services, Inc., in the amount of \$1,123,825.40.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	77,000	440,000	1,205,000	1,722,000
Encumbered/Expended Amount	-77,000	-37,500	0	-114,500
This Item	0	-1,123,825	0	-1,123,825
BALANCE	0	-721,325	1,205,000	483,675

FUND(S): WATER CIP

COMMENTS: Funds are included in the Re-Estimated 2006-07 Water CIP for the Cloisters Water Rehabilitation project. This item, in the amount of \$1,123,825, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Replacement of residential water mains relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid of RKM Utility Services, Inc., in the amount of \$1,123,825.40, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Camino Construction, L.P., in the amount of \$1,289,537.40.

Engineers' estimate was \$1,350,000.00.

The project consists of the replacement of approximately 10,700 L.F. of 8" water main in residential areas.

List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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A-19
B-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 5/29/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / Michael Rapplean		Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>MR</i>	5/18/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	5/18/07	
Agenda Coordinator (include phone #):		Margie Stephens (X4104)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-131- B, 2006-07 Arterial Concrete Pavement Rehabilitation Project, Park Boulevard and Roundrock Trail to Jerusalem Corporation. in the amount of \$854,950.00.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,620,680	3,979,320	2,300,000	8,900,000
Encumbered/Expended Amount	-2,620,680	-2,592,252	0	-5,212,932
This Item	0	-854,950	0	-854,950
BALANCE	0	532,118	2,300,000	2,832,118
FUND(S): CAPITAL RESERVE				

COMMENTS: Funds are included in the 2006-07 Capital Reserve. This item, in the amount of \$854,950, will leave a current year balance of \$532,118 for the Arterial Concrete Repair project.

STRATEGIC PLAN GOAL: Arterial Concrete Repair relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends the bid of Jerusalem Corporation in the amount of \$854,950.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction, on Park Boulevard between Independence and Alma Road and on Roundrock Trail between Park Boulevard and Parker Road.

The secondary vendor being recommended is Ed Bell Construction Company in the amount of \$1,084,950.00.

Engineer's estimate for this project is \$740,000.00.

List of Supporting Documents: Bid Tabulation Location Map	Other Departments, Boards, Commissions or Agencies
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D



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 5/29/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Steve Tillman</i>		City Manager	<i>5/17/07</i>	
Agenda Coordinator (include phone #): Steve Tillman X7248					

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

CAPTION

Award/Rejection of Bid/Proposal for CSP No. 2007-85-B for Web-Based Publishing Solution to Limehouse Software Inc. in the amount of \$65,250.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-2007	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	65,250	0	65,250
BALANCE	0	65,250	0	65,250

FUND(S): TECHNOLOGY SERVICES FUND (062)

COMMENTS: Funds are available in the 2006-2007 Technology Services Fund for this item.

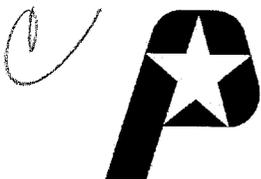
STRATEGIC PLAN GOAL: Expenditures for web-based publishing software relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends proposal of Limehouse Software Inc. in the amount of \$65,250 be accepted as the best proposal meeting specifications for a Web-Based Publishing Solution conditioned upon timely execution of any necessary contract documents. This software solution will streamline document collaboration and publishing in a ready-to-use package, capable of handling large size document and file compilations in order to meet the various needs of City of Plano Planning Department. Limehouse Software Inc. was the only vendor that submitted a proposal.

List of Supporting Documents: Memo Recap	Other Departments, Boards, Commissions or Agencies
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9-21
CI



**CITY OF PLANO
COUNCIL AGENDA ITEM**

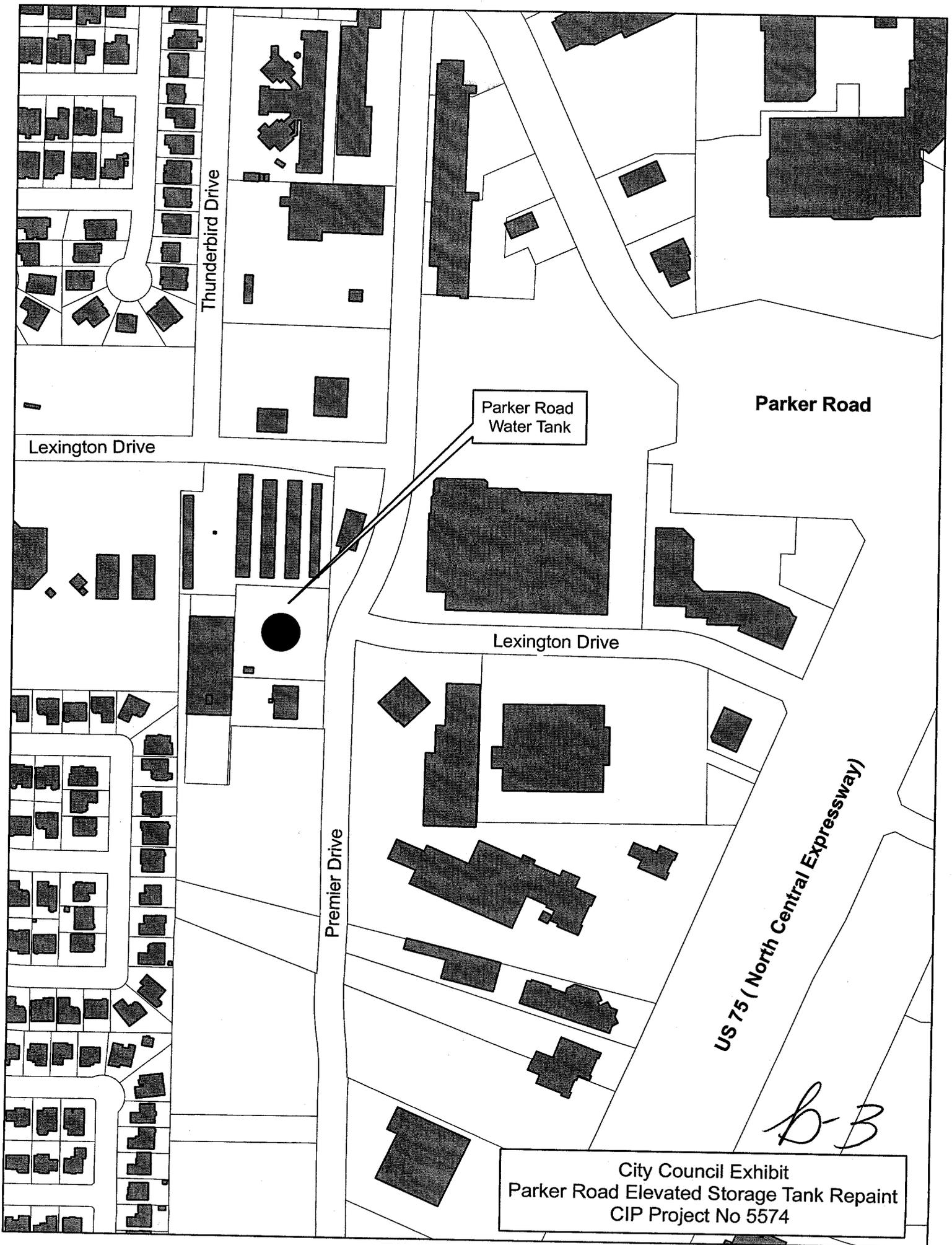
CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/11/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch		Executive Director	<i>[Signature]</i> 6/14/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/15/07	
Agenda Coordinator (include phone #):			Irene Pegues (7198)	Project No. 5574	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - REJECTION OF BID					
CAPTION					
Rejection of Bids for Bid No. 2007-129-B for Parker Road Elevated Storage Tank Repaint.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
<p>Staff recommends rejection of all bids.</p> <p>The lowest bidder, N.G. Painting, L.P., at \$952,200, is deemed as non-responsive for being unable to meet qualification requirements. The second vendor, Classic Protective Coatings, Inc., at \$969,625, is also deemed to be non-responsive. Both bidders lacked QP1 Certification for Elevated Storage Coating Work. The third bid from TMI Coatings, Inc., for \$997,700, is greater than staff estimated cost for this project. Staff is reevaluating different methods of repainting the tank to find the most economical method.</p> <p>Engineers' estimate was \$750,000.</p> <p>The project consists of repainting the Parker Road Elevated Water Tank, both interior and exterior, along with minor ancillary safety and structural repairs.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Summary			N/A		
Location Map					

b-1

BID Tabulation
Parker Road Elevated Storage Tank Repaint
Project No. 5574
Bid No. 2007-129-B

<u>Contractor</u>	<u>Total Amount Bid</u>
1. N. G. Painting, L.P. 313 Mill Run Kerrville, Texas 78028	\$ 952,200.00
2. Classic Protective Coatings, Inc. N. 7670 State Hwy. 25 Menomonie, WI 54751-5928	\$ 969,625.00
3. TMI Coatings, Inc. 3291 Terminal Dr. St. Paul, MN 55121	\$ 997,700.00
4. M. K. Painting, Inc. 4157 Seventh Wyandotte, MI 48192	\$ 1,073,200.00

b-2



Thunderbird Drive

Lexington Drive

Parker Road Water Tank

Parker Road

Lexington Drive

Premier Drive

US 75 (North Central Expressway)

B-B

City Council Exhibit
Parker Road Elevated Storage Tank Repaint
CIP Project No 5574

U



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/11/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/5/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/07	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5733		

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award of Bid for Bid No. 2007-151-B for the Hayfield Drive, Thunderbird Lane, Morton Vale, and Cloverhaven Way Reconstruction project to RKM Utility Services, Inc., in the amount of \$986,874.75.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,688,646	4,649,000	4,310,000	12,647,646
Encumbered/Expended Amount	-3,688,646	-3,514,801	0	-7,203,447
This Item	0	-986,875	0	-986,875
BALANCE	0	147,324	4,310,000	4,457,324

FUND(S): STREET IMPROVEMENT CIP, WATER CIP, SEWER CIP & CAPITAL RESERVE

COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP, Water CIP, Sewer CIP and Capital Reserve for the Hayfield and Residential Street & Alley projects. This item, in the amount of \$986,875, will be encumbered in the current balance and carry forward into the cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Street reconstruction relates to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid from RKM Utility Services, Inc., in the amount of \$986,874.75, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is McMahon Contracting, L.P., in the amount of \$1,047,318.27.

Engineers' estimate was \$1,060,000.00.

The project consists of the reconstruction of four residential type streets totaling approximately 10,900 square yards. of 6" concrete street pavement.

List of Supporting Documents:

Bid Summary

Location Map

Other Departments, Boards, Commissions or Agencies
N/A

CITY OF PLANO
BID TABULATION
2007-151-B

**HAYFIELD DRIVE, THUNDERBIRD LANE, MORTON VALE AND
CLOVERHAVEN WAY RECONSTRUCTION – PROJECT NO. 5733**

MAY 31, 2007 @ 4:00 P.M.

BID TABULATION

BIDDER:	BID BOND	GRAND TOTAL (ALL ITEMS)
RKM UTILITY SERVICES, INC.	YES	\$ 986,874.75
MCMAHON CONTRACTING, L.P.	YES	\$1,047,318.27
JIM BOWMAN CONSTRUCTION CO., L.P.	YES	\$1,066,979.75
CAMINO CONSTRUCTION L.P.	YES	\$1,099,468.00
JRJ PAVING, L.P.	YES	\$1,204,173.39
JESKE CONSTRUCTION CO.	YES	\$1,211,395.50
TISEO PAVING CO.	YES	\$1,340,883.00

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

Dianna Wike

Dianna Wike, Buyer

JUNE 1, 2007

Date

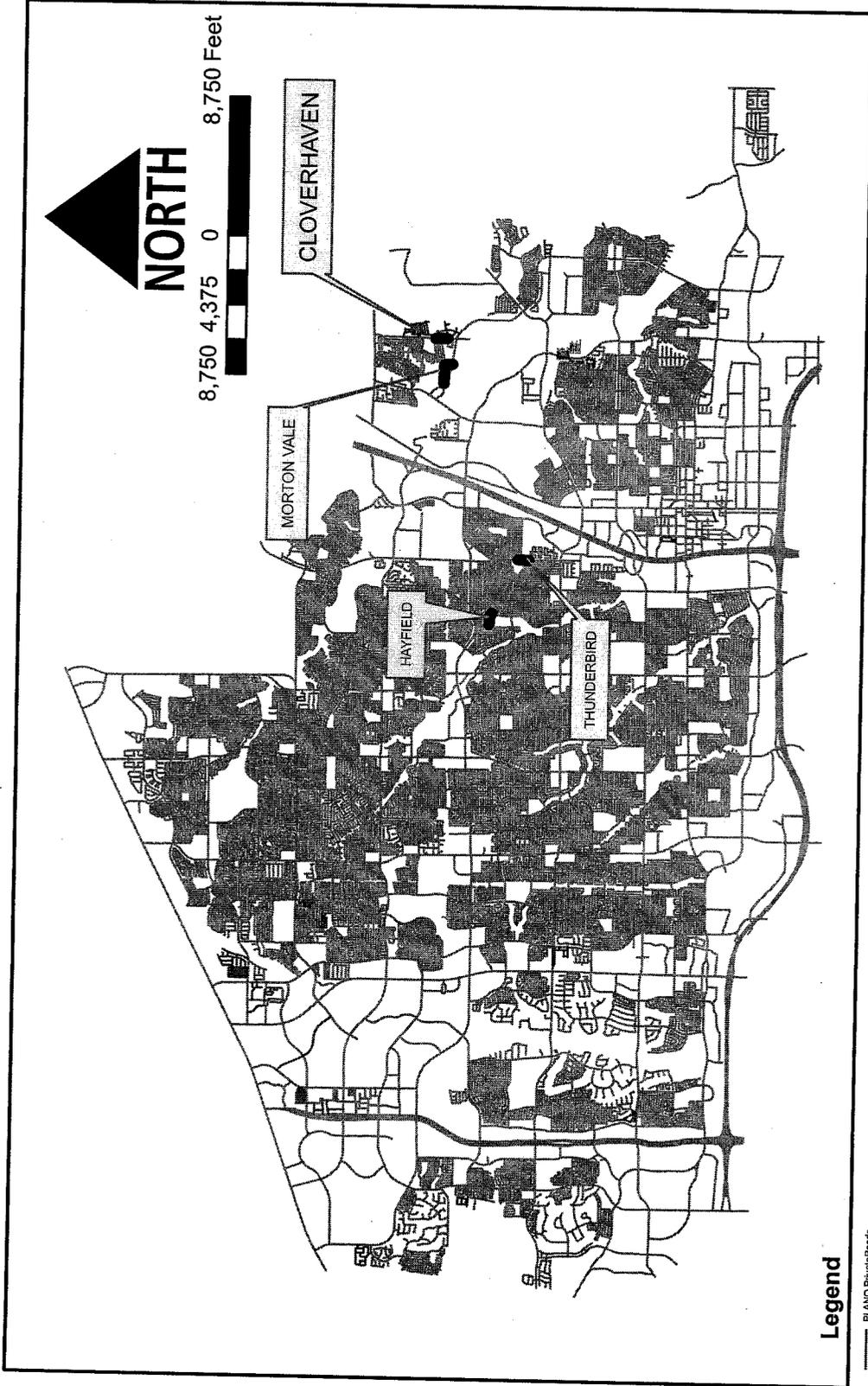
“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

C-2

2006-2007 CIP PROGRAM



C-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/11/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan J. Upchurch	Executive Director	<i>[Signature]</i>	6/4/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/11/07	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5792		

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

CAPTION

Award of Bid for Bid No. 2007-144-B for Dallas North Trunk Sewer Main Rehabilitation – Phase II to Insituform Technologies, Inc., in the amount of \$1,043,160.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,600,000	0	1,600,000
Encumbered/Expended Amount	0	-75,175	0	-75,175
This Item	0	-1,043,160	0	-1,043,160
BALANCE	0	481,665	0	481,665

FUND(S): SEWER CIP

COMMENTS: Funds are included in the Re-Estimated 2006-07 Sewer CIP. This item, in the amount of \$1,043,160, will leave a current year balance of \$481,665 for the Dallas North Trunk Sewer Main, Phase II project.

STRATEGIC PLAN GOAL: Sanitary sewer rehab design relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends bid of Insituform Technologies, Inc., in the amount of \$1,043,160.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Wesco Infrastructure Technologies L.P., in the amount of \$1,530,983.30.

Engineers' estimate was \$1,680,000.00.

The project consists of the rehabilitation of approximately 5,500 feet of 15- to 36-inch sanitary sewer along Prairie Creek from south of Plano Parkway to the George Bush Turnpike Service Road and along the George Bush Turnpike Service Road from west of Custer Road to east of Independence Parkway.

List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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d-1

Bid Opening

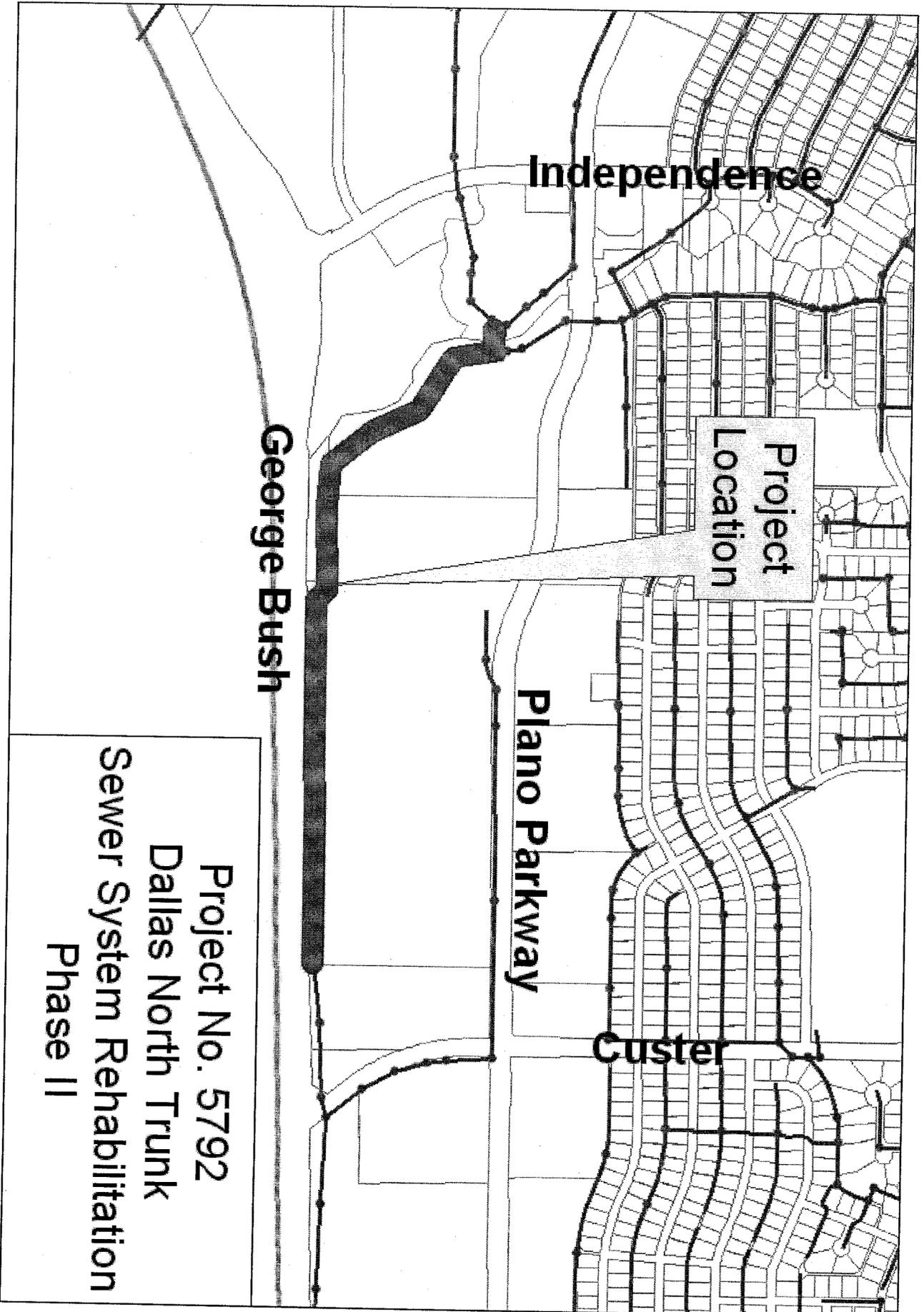
CITY OF PLANO, TEXAS

Dallas North Trunk Sewer Main Rehabilitation Phase II

Project No. 5792

		<u>Bid</u>
1	Insituform Technologies, Inc	\$ 1,043,160.00
2	Wesco Infrastructure Technologies L.P.	\$ 1,530,983.30
3	Miller Pipeline Corp.	\$ 1,696,360.50
4	Reynolds Inliner, LLC	\$ 2,132,435.00
5	I-Con Underground, LLC	NO BID

d-2



Project
Location

Independence

George Bush

Plano Parkway

Custer

Project No. 5792
Dallas North Trunk
Sewer System Rehabilitation
Phase II

d-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/11/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Deane Faerner</i>	City Manager	<i>[Signature]</i>	<i>6/11/07</i>	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for CSP No 2006-105-C for Event Log Management Software Application to dataReference, Inc., in the estimated annual amount of \$77,760.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	400,000	0	400,000
Encumbered/Expended Amount		0	-304,700	0	-304,700
This Item		0	-77,760	0	-77,760
BALANCE		0	17,540	0	17,540
FUND(S): TECHNOLOGY SERVICES FUND (062). TECHNOLOGY IMPROVEMENTS FUND (029)					
COMMENTS: Funds are included in the Technology Services and Technology Improvements Fund budgets for an event log management system. The balance of funds will be used for other items relating to the completion of this project.					
STRATEGIC PLAN GOAL: Expenditures for event management software relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Annual Contract With Renewals					
Staff recommends proposal of dataReference, Inc. in the estimated annual amount of \$77,760.00 be accepted as the best proposal meeting specifications for the purchase of Event Log Management Software Application, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with four optional one-year renewals.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

CITY OF PLANO

CSP NO. 2006-105-C For EVENT LOG MANAGEMENT SOFTWARE APPLICATION CSP RECAP

CSP opening Date/Time: July 27, 2006 @ 3:30pm

Number of Vendors Notified: 1467

Vendors Submitting "No Bids": 13

Number of Proposals Submitted: 5

dataReference, Inc.
Synetics Computers Inc.
Sensage, Inc.
S4 Consultants Inc.
Fishnet Security, Inc.

Proposals Evaluated Non-Responsive to Specification: 4

Synetics Computers Inc.
Sensage, Inc.
S4 Consultants Inc.
Fishnet Security, Inc.

Recommended Vendor(s):

dataReference, Inc.

Dianna Wike

May 30, 2007

Dianna Wike, Buyer

Date

e-2

Dianna Wike

From: Tom Schabel
Sent: Tuesday, May 29, 2007 2:41 PM
To: Dianna Wike
Cc: Lisa Prunty; Chester Helt; Todd McKown
Subject: FW: [SPAM] - Best and Final Offer Request - Email contains remote images
Attachments: City of Plano Bid CSP 2006-105-C ver 4.pdf

Dianna,

I have reviewed the Best and Final offer from DataReference for CSP 2006-105-C - Event Log Management System. I recommend that the City award the contract for this CSP to DataReference for the amount of **\$77,760** as specified at the top of page 10 of their Best and Final offer. Lisa Prunty will be sending the financial worksheet that you requested.

Tom Schabel, CISSP
Network Engineer
Technology Services
972-941-5347

5/4/2007

e-3

Assumptions:

- All station cabling will need to be CAT5 or CAT6. Our audit revealed that 10 current locations would require new cabling.
- 1 year warranty on all parts and labor.
- PTP T1 will be required for connectivity to the Option 81C at the Municipal Center.

C-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07		Reviewed by Legal <i>JMC</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Deane Palmer</i>		City Manager	<i>JMC</i>	<i>6/5/07</i>
Agenda Coordinator (include phone #): January M. Cook X7376					

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award/Rejection of Bid/Proposal for RFP No. 2007-118-C for an annual fixed price contract for Professional Services: Audit Services to Grant Thornton LLP in the estimated annual amount of \$110,750.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made in the Accounting Department's FY 2007-08 approved budget appropriations. The estimated annual amount is \$110,750.

STRATEGIC PLAN GOAL: Expenditures for Audit Services relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

(ANNUAL CONTRACT WITH RENEWALS)

Staff recommends proposal of Grant Thornton LLP in the estimated annual amount of \$110,750 be accepted as the best proposal meeting specifications conditioned upon timely execution of any necessary contract documents. This will establish an annual contract with four City optional one year renewals for Professional Services: Audit Services in the estimated annual amount of \$110,750 for the first year, and pricing in accordance with the fee schedule for each renewal period. Grant Thornton LLP will audit the City of Plano's financial statements for the fiscal year ending September 30, 2007, with renewal options to audit the City of Plano's financial statements for each of the four subsequent fiscal years.

List of Supporting Documents: Memo Recap	Other Departments, Boards, Commissions or Agencies
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J-1

INTEROFFICE MEMORANDUM

City of Plano

Date: 5/23/07
To: Mike Ryan, Chief Purchasing Official
From: January Cook, Senior Buyer
Subject: Recommendation of Award for RFP No. 2007-118-C Multi-Step RFP for Professional Services: Audit Services

The City of Plano requested proposals from qualified and experienced public accounting firms to audit the City of Plano financial statements for the fiscal year ending September 30, 2007, with the option of auditing financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 as currently amended and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, and Non-Profit Organizations, and any other requirements from like regulatory agencies. The City of Plano received four responses to the RFP. A committee of three City staff members from the Accounting Department reviewed each proposal utilizing the evaluation criteria set forth in the RFP.

Of the four proposals received, two accounting firms garnered the highest scores in the technical qualifications. Grant Thornton LLP and Deloitte & Touche LLP both earned the maximum five points possible for each of the technical qualifications categories, Expertise & Experience, and Audit Approach. The determining factor separating the two accounting firms was the total cost of service.

After final review and evaluation of all proposals submitted, the decision of the committee is to recommend award of contract to Grant Thornton LLP in the amount of \$110,750 for the first year. Should the City elect to renew the contract on an annual basis, subsequent renewal periods will be at the following rates:

2008	\$116,500
2009	\$122,000
2010	\$128,000
2011	\$134,500

Please do not hesitate to contact me should you have any questions.

Thank You

J-2



CITY OF PLANO

Request for Proposal No. 2007-118-C Multi-Step RFP for Professional Services: Audit Services

RECAP

Opening Date/Time: April 30, 2007 @ 3:00pm

Number of Vendors Notified: 955

Vendors Submitting "No Response": None

Vendors Submitting Proposal

Final Combined Evaluation Score

BKD, LLP	3.95
Deloitte & Touche LLP	4.45
Grant Thornton LLP	4.96
Weaver and Tidwell, L.L.P.	4.16

Recommended Vendor

Grant Thornton LLP	\$110,750
--------------------	-----------

January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

June 4, 2007
Date

f-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department: Purchasing			Initials	Date	
Department Head: Mike Ryan			Executive Director		
Dept Signature: <i>[Signature]</i>			City Manager	<i>[Signature]</i> 6/30/07	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					

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

CAPTION

Award/Rejection of Bid/Proposal for CSP No 2007-136-C for NetMotion Enterprise License and Services to Scientel Wireless, LLC, in the estimated annual amount of \$181,448.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): TECHNOLOGY IMPROVEMENTS (TAX NOTES)

COMMENTS: This item approves price quotes. Expenditures will be made in the Moto Mesh Network Wireless – Phase I project from the 2007 Tax Note Issuance within approved budget appropriations.

STRATEGIC PLAN GOAL: The wireless mesh network extension relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends proposal of Scientel Wireless, LLC, in the estimated annual amount of \$181,448.00 be accepted as the best proposal meeting specifications for the purchase of NetMotion Enterprise License and Services, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals.

List of Supporting Documents:
Bid Summary

Other Departments, Boards, Commissions or Agencies

CITY OF PLANO

CSP NO. 2007-136-C FOR NETMOTION ENTERPRISE LICENSE AND SERVICES CSP RECAP

CSP opening Date/Time: May 10, 2007 @ 3:30pm

Number of Vendors Notified: 1627

Vendors Submitting "No Bids": 0

Number of Proposals Submitted: 2 **Total Weighted Score**

Scientel Wireless, LLC	4.60
NetMotion Wireless, Inc.	4.05

Proposals Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Scientel Wireless, LLC

Dianna Wike

May 24, 2007

Dianna Wike, Buyer

Date

J-2



Technology Services Department

Memo

To: Dianna Wike
From: Michael Branch
Date: May 24, 2007
Subject: Recommendation for Award

Dianna,

After reviewing the sealed bids for the NetMotion Enterprise Solution CSP, the Technology Services review committee is making the recommendation to award this bid to Scientel Wireless based on the evaluation criteria in the CSP, as reflected in the combined matrix scores.

If you have any questions, please don't hesitate to call me at extension 7507.

Thank you,

Michael Branch

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/28/07	
Agenda Coordinator (include phone #): Becky Johansen x4396					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-111-C for Tires-New to Gray's Wholesale, Southern Tire Mart and Blagg Tire & Service.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS: This item approves an annual contract with three (3) optional renewals. Staff recommended vendors are Gray's Wholesale Tire in the amount of \$23,839.40, Southern Tire Mart in the amount of \$209,552.05 and Blagg Tire & Service in the amount of \$10,579.90. The estimated annual amount is \$243,971.35. Funding for this item is included in the 2006-07 budget.

STRATEGIC PLAN GOAL: Purchasing of tires to maintain City vehicles relates to the Council goal of "Service Excellence".

SUMMARY OF ITEM

Staffs recommends bid of Gray's Wholesale Tire for items 1,2,3,5,6,8,9,10,17,26,33,35,36,37,38,39,40,41 and 43 in the estimated annual amount of \$23,839.40, Southern Tire Mart for items 4,7,11,12,13,14,15,16,18,19,20,21,22,23,24,25,27,28,29,30,31,32,34,45 and 46 in the estimated annual amount of \$209,552.05 and Blagg Tire & Service for items 42 and 44 in the estimated annual amount of \$10,579.90 be accepted as the lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with three optional renewals in the total estimated annual amount of \$243,971.35. The contract will be for purchase of Tires-New.

A-1

CITY OF PLANO

BID NO. 2007-111-C
TIRES - NEW

BID RECAP

Bid Opening Date/Time: May 4, 2007 @ 4:00pm

Number of Vendors Notified: 141

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 4

Gray's Wholesale Tire
Wingfoot Commercial Tire Systems
LLC
Southern Tire Mart
Blagg Tire & Service

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Becky Johansen

Becky Johansen, Buyer

February 19, 2007

Date

h-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Mike Ryan</i>		City Manager	<i>JDW</i>	5/31/07
Agenda Coordinator (include phone #):	Becky Johansen (4396)				

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-133-C for Batteries - Automobile/Truck/Marine (2) to IBS Dallas and Park Cities Ford.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$27,416.00.

STRATEGIC PLAN GOAL: Batteries relate to the City's goal of "Service Excellence."

Staff recommends bid of IBS Dallas for items 4,5,6,7 and 8 in the estimated annual amount of \$16,915.68 and Park Cities Ford for item 1 in the estimated annual amount of \$10,500.00 be accepted as the lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract document. Items 2 and 3 will not be awarded at this time. This will establish an annual fixed price contract with three (3) optional renewals in the estimated annual amount of \$27,415.68. The contract will be for purchase of Batteries - Automobile/Truck/Marine.

List of Supporting Documents:
Bid Recap

Other Departments, Boards, Commissions or Agencies

CITY OF PLANO

BID NO. 2007-133-C
Batteries – Automobile/Truck/Marine (2)

BID RECAP

Bid Opening Date/Time: May 15, 2007 @ 4:00pm

Number of Vendors Notified: 542

Vendors Submitting "No Bids": 3

Number of Bids Submitted: 3

IBS Dallas
Metroplex Battery Inc
Park Cities Ford

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

IBS Dallas for items 4,5,6,7,8 in the amount of \$16,915.68
Park Cities Ford for item 1 in the amount of \$10,500.00

Becky Johansen

Becky Johansen, Buyer

May 30, 2007

Date

i-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal <i>WB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Dianna Wike</i>	City Manager	<i>YR</i>	<i>5/31/07</i>
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549				

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award/Rejection of Bid/Proposal for Best Value Bid No 2007-134-C for Vertical Transportation Maintenance to Texas Independent Elevator Co., LLC., in the estimated annual amount of \$26,000.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): GENERAL FUND

COMMENTS: This item approves price quotes. Expenditures will be made in the Facilities Maintenance Department within approved budget appropriations. The estimated annual amount is \$26,000.00

STRATEGIC PLAN GOAL: Vertical transportation maintenance relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends bid of Texas Independent Elevator Co., LLC, in the estimated annual amount of \$26,000.00 be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the purchase of Vertical Transportation Maintenance.

List of Supporting Documents: Bid Summary	Other Departments, Boards, Commissions or Agencies
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CITY OF PLANO

BEST VALUE BID NO. 2007-134-C VERTICAL TRANSPORTATION MAINTENANCE

BID RECAP

Bid opening Date/Time: May 7, 2007 @ 3:30pm

Number of Vendors Notified: 356

Vendors Submitting "No Bids": One

Number of Bids Submitted: 6

Final Combined Evaluation Score

Texas Independent Elevator Co., LLC	4.11
Guthrie Elevator Company, LLC	3.51
EMR Inc.	3.28
United Elevator Services, Inc.	3.17
American Eagle Elevator, LLC	2.90
A&F Elevator Co., Inc.	2.28

Bids Evaluated Non-Responsive to Specification: None

Recommended Vendor(s):

Texas Independent Elevator Co., LLC (\$26,000.00)

Dianna Wike

May 30, 2007

Dianna Wike, Buyer

Date

J-2

MEMORANDUM

DATE: May 30, 2007
TO: Dianna Wike, Buyer
FROM: Richard Medlen, Facilities Maintenance Superintendent
SUBJECT: Bid No. 2007-134-C – Best Value Bid for Vertical Transportation Maintenance

I have reviewed the bids and evaluation criteria received for the Best Value Bid for the Vertical Transportation Maintenance. I am recommending the bid be awarded, based on the combined matrix total of 4.11, to Texas Independent Elevator, for providing a bid of \$19,284.00 for the vertical transportation maintenance, and we are estimating that emergency repairs will be approximately \$6,716 a year, bringing the total estimated annual expenditure to \$26,000 per year.

Funds for the vertical transportation maintenance are budgeted for in Facilities Maintenance Account No. 01.352.6313 and emergency repair costs will be paid from Facilities Maintenance Account 01.352.6314. We are also providing the financial summary worksheet to you. Please contact me at X5511 if you have any questions.

/ap

xc: Bill Morris, Facilities Manager
Diane Palmer, Purchasing Manager
Bob Kolodziej, Mechanical Operations Supervisor

J-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Sharron Mason, Ext. 7247			

ACTION REQUESTED:

<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input checked="" type="checkbox"/> OTHER EXISTING CONTRACT	

CAPTION

Approval of the purchase of a telecommunication system for the Tom Muehlenbeck Recreation Center from Affiliated Communications in the amount of \$53,052.61 through an existing City of Plano Contract #2002-100-C and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,435,418	15,210,582	0	21,646,000
Encumbered/Expended Amount	-6,435,418	-14,211,356	0	-20,646,774
This Item	0	-53,053	0	-53,053
BALANCE	0	946,173	0	946,173

FUND(S): RECREATION CENTER FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Recreation Center Facilities CIP. This item, in the amount of \$53,053 will leave a current year balance of \$946,173 for the Tom Muehlenbeck Center project.

STRATEGIC PLAN GOAL: Purchase of telecommunication system for recreation centers relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".

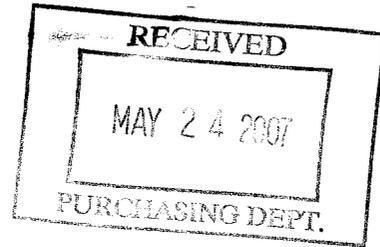
SUMMARY OF ITEM

The Recreation Division staff recommends Council approve an expenditure for the purchase of a telecommunication system for the Tom Muehlenbeck Recreation Center from the City of Plano existing contract #2002-100-C with Affiliated Communications in the amount of \$53,052.61.

List of Supporting Documents: Recommendation Memos and Sales Quotes	Other Departments, Boards, Commissions or Agencies
--	--

A-1

Memo



To: Sharron Mason, Buyer
From: Jana Glass, Recreation Complex Supervisor *JG*
Tom Muehlenbeck Recreation Center
CC: Don Wendell, Director of Parks & Recreation *DW*
Amy Fortenberry, Recreation Manager *AF*
Date: May 22, 2007
Re: Recommendation for Purchase of a Telecommunication System

I have reviewed options to provide a telecommunication system for The Tom Muehlenbeck Center. I am recommending we award this purchase to Affiliated Communications in the amount of \$53,052.61. Funds are available for this purchase from cost center 32-23405. Affiliated Communications is currently on annual contract with the City of Plano; contract # 2002-100-C.

Please reference Affiliated Communications Quote for Muehlenbeck Recreation Center -5/15/07.

R-J



May 15, 2007

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

Re: Revised Quote for Muehlenbeck Center

Dear David:

The enclosed proposal is a direct result of our telephone conversation concerning the telecommunication needs of the new Muehlenbeck building. After a review of City of Plano's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

In our meeting, we discovered the following viewpoints and requirements:

- IP based system with 36 telephones (16-1110, 14-1120, & 6-1140)
- Networked to Service Center via the City's WAN utilizing H323 trunks
- Analog trunks for 911 routing and local survivability
- Router with Ethernet and Two T-1 Serial Ports at Service Center and Muehlenbeck
- Data Switches to handle 36 phones and 32 Data with 15 ports for growth
- Switch to handle 2 phones and 2 Data in IDF by the pool
- Separate routers have been configured for Voice and Data networks.

The Nortel CS1000B Voice System provides an excellent communication platform for the city. It will increase reliability for your communication systems while improving your customer service. Affiliated Communications has been #1 in customer satisfaction surveys among Nortel partners in the central region for 2004 and 2005. Affiliated is totally committed to customer satisfaction. Management, Sales and Technical personnel share the common goal that customer service is our #1 objective. I am looking forward to presenting the Nortel CS1000B Voice System to demonstrate how this solution can benefit the city. Please do not hesitate to call me if you have questions about this proposal or want to discuss scheduling a presentation.

Regards,

Kirk J. Baldrige
Corporate Accounts
(972) 852-4027

K-3

Engineered Parts List:

Qty	Part Number	Description	Unit Price	Ext Price
Muehlenbeck				
1	NTTK14AB	PWR Cord 9.9ft 11CM 125VA	\$16.38	\$16.38
1	NTDU22DE	MG1000B 0-line 0-Trunk Rls 4.5	\$3,753.20	\$3,753.20
1	NT8D14CB	Card 8 Port UXT	\$1,849.85	\$1,849.85
			\$0.00	\$0.00
1	NTE95006	SW Pkg 57-BARS-BASIC Alternate	\$0.00	\$0.00
2	NTTK14AB	PWR Cord 9.9ft 11CM 125VA	\$16.38	\$32.76
16	NTYS02BAE6	IP Phone 1110 with English Text keycaps	\$0.00	\$0.00
6	NTYS05BC	IP 1140E Eng Text KCaps w/o PS	\$372.37	\$2,234.22
14	NTYS03BC	IP Phone 1120E with English Text keycaps	\$241.33	\$3,378.62
5	MISC	BLOCKS, TAILS, BRACKETS	\$60.00	\$300.00
1	SUA750XL	APC Smart-UPS 750VA XL	\$453.91	\$453.91
1	UXBP24	APC - Battery pack lead acid	\$737.32	\$737.32
1	AL2012E52-E5	470-48T-PWR [EUED] (NA PC)	\$3,084.65	\$3,084.65
1	AL2012E37-E5	470-24T-PWR [EUED] (NA PC)	\$1,570.70	\$1,570.70
2	SR2101008E5	Secure Router 1002 2-ports active T1 (2) 10/100 Eth. Ports 16MB FLASH 256MB SDRAM AC power supply OSPF RIP VLAN BGP Firewall Multilink Multicast QoS	\$1,609.92	\$3,219.84
1	GH5300543	Managed Spares 24x7 (4hour) Services Pack for 470-24T-PWR	\$241.49	\$241.49
1	GH5300376	Managed Spares 24x7 (4hour) for 470- 48T-PWR	\$340.56	\$340.56
2	GH5300AR5	Secure Router 1002 Managed Spares 24x7 (4hour) Services	\$162.02	\$324.04
			Base Total	\$21,537.54
Service Center				
1	NTDU27DC	Signaling Server - Release 4.5	\$3,440.89	\$3,440.89
2	NTDU41FC	Media Card 32 Port - IPL 4.5	\$2,939.66	\$5,879.32
5	NTE904BA	8 Adv Net Inet Set License	\$1,106.20	\$5,531.00
30	NTE980HA	H.323 Access Port License	\$98.28	\$2,948.40
2	SR2101008E5	Secure Router 1002 2-ports active T1 (2) 10/100 Eth. Ports 16MB FLASH 256MB SDRAM AC power supply OSPF RIP VLAN BGP Firewall Multilink Multicast QoS	\$1,609.92	\$3,219.84
2	GH5300AR5	Secure Router 1002 Managed Spares 24x7 (4hour) Services	\$162.02	\$324.04

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		Sub Total	\$21,343.49
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Pricing Summary	Sale Price
Muehlenbeck	\$21,537.54
Service Center	\$21,343.49
Total Equipment	\$42,881.03
Cabling Services	\$0.00
Installation/Implementation	\$10,171.58
Total Price	\$53,052.61

Assumptions:

- An available IPE slot in the Service Center at the time of installation
- City of Plano will manage and provide QoS across the WAN/LAN
- Voice Messaging will be programmed in the existing Call Pilot at the Municipal Center
- Data switch has been engineered assuming that the 2 port switch on the phones will be utilized to connect the phone and computer via one port.

R-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal <i>gjt</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Telecommunications		<i>JK</i>	Date	
Department Head	Edward Jenkins	Executive Director	<i>JK</i>	6.10.07	
Dept Signature:	<i>Nail Stephen</i>	City Manager	<i>JK</i>	6.11.07	
Agenda Coordinator (include phone #):		Lisa Prunty Ext. 7342			

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

CAPTION

Approval of the purchase and installation of a Nortel Succession Voice System (VOIP) at the Plano Center in the amount of \$50,239.06 through an existing contract with Affiliated Communications, and authorizing the City Manager or his designee to execute all necessary documents. (2002-100-C)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	85,000	0	85,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-50,239	0	-50,239
BALANCE	0	34,761	0	34,761

FUND(S): CONVENTION & TOURISM FUND

COMMENTS: Funding for this item is included in the approved FY 2006-07 Operating Budget. The available balance will be used for other miscellaneous Plano Centre equipment.

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

SUMMARY OF ITEM

Telecommunications recommends council approval of an expenditure to Affiliated Communications in the amount of \$50,239.06 for hardware and installation of a Nortel Succession Voice System (VOIP) for the Plano Centre. The current system is leased from Verizon and can no longer be supported. This new communications system will increase reliability and improve customer service. (2002-100-C)

List of Supporting Documents: Quote	Other Departments, Boards, Commissions or Agencies
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l-1



April 19, 2007

Jim Stroup
Plano Centre
2000 East Spring Creek Parkway
Plano, TX 75093

Dear Jim:

The enclosed proposal is a direct result of our meeting concerning the telecommunication needs of your location. After a review of Plano Centre's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

In our meeting, we discovered the following requirements:

- IP System with 32 telephone stations
- 8 analog DID's and 8 POTS trunk capability.
- Voice mail boxes for all users utilizing the Call Pilot voice mail at the Municipal Ctr.
- Provide 4 digit dialing across City of Plano voice network.
- Utilize existing 3rd Party box to split out analog lines to for vendor rental.

The Nortel Succession Voice System provides an excellent communication platform for your company. It will increase reliability for your communication systems while improving your customer service. Affiliated Communications has been #1 in customer satisfaction surveys among Nortel partners in the central region for 2004 and 2005. Affiliated is totally committed to customer satisfaction. Management, Sales and Technical personnel share the common goal that customer service is our #1 objective.

Jim, I would like to thank you for working with me on this project and considering Affiliated Communications. I am looking forward to presenting the Nortel Succession Voice System to demonstrate how this solution can benefit your company. Please do not hesitate to call me if you have questions about this proposal or want to discuss scheduling a presentation.

Regards,

Kirk J. Baldridge
Corporate Accounts
(972) 852-4027

l-2

2002-100-C

Itemized Pricing:

Qty	Part Number	Description	Unit Price	Ext Price
Base System				
4	NTE905BA	8 Prem INet Set License	\$1,245.97	\$4,983.88
12	NTE980HA	H.323 Access Port License	\$98.28	\$1,179.36
1	AL2012E52-E5	470-48T-PWR [EUED] (NA PC)	\$3,263.99	\$3,263.99
1	NTDU22DE	MG1000B 0-line 0-Trunk Rls 4.5	\$3,753.20	\$3,753.20
1	NT8D09CA	Ext. Analogue MW Line Card	\$1,502.59	\$1,502.59
3	NT8D14CB	Card 8 Port UXT	\$1,849.85	\$5,549.55
1	NTDU23AC	MG 1000 Chassis Expander	\$939.12	\$939.12
1	NTDU41FC	Media Card 32 Port - IPL 4.5	\$2,939.66	\$2,939.66
1	NTE95006	SW Pkg 57-BARS-BASIC Alternate	\$0.00	\$0.00
2	NTM487CA	MG 1000B 8 Analog User Lic	\$624.62	\$1,249.24
3	NTTK14AB	PWR Cord 9.9ft 11CM 125VA	\$16.38	\$49.14
28	NTYS05BC	IP 1140E Eng Text KCaps w/o PS	\$372.37	\$10,426.36
4	NTYS03BC	IP Phone 1120E with English Text keycaps	\$241.33	\$965.32
1	NTYS08AAE6	Expansion Module 1110 series	\$147.42	\$147.42
2	SR2101008E5	Secure Router 1002 2-ports active T1 (2) 10/100 Eth. Ports 16MB FLASH 256MB SDRAM AC power supply OSPF RIP VLAN BGP Firewall Multilink Multicast QoS	\$1,609.92	\$3,219.84
1	TD# 46639B	APC Smart-UPS 2200VA XL - UPS (rack-mountable)	\$1,262.99	\$1,262.99
1	TD# 336097	APC - Rack slide rails kit	\$65.83	\$65.83
1	TD# 46636B	APC Smart-UPS XL 48V Battery Pack (rack-mountable)	\$697.39	\$697.39
1	TD# 618403	APC NetShelter 4 Post Open Frame Rack - Rack - black - 43U -	\$468.47	\$468.47
32		Patch cable - RJ-45 (M) - RJ-45 (M) - 7 ft	\$1.84	\$58.88
4		25 pair cable, block and bracket	\$44.40	\$177.60

Pricing Summary		Sale Price
Base System		\$42,899.83
Total Equipment		\$42,899.83
Cabling Services		\$0.00
Installation/Implementation/Training		\$7,339.23
Total Price		\$50,239.06

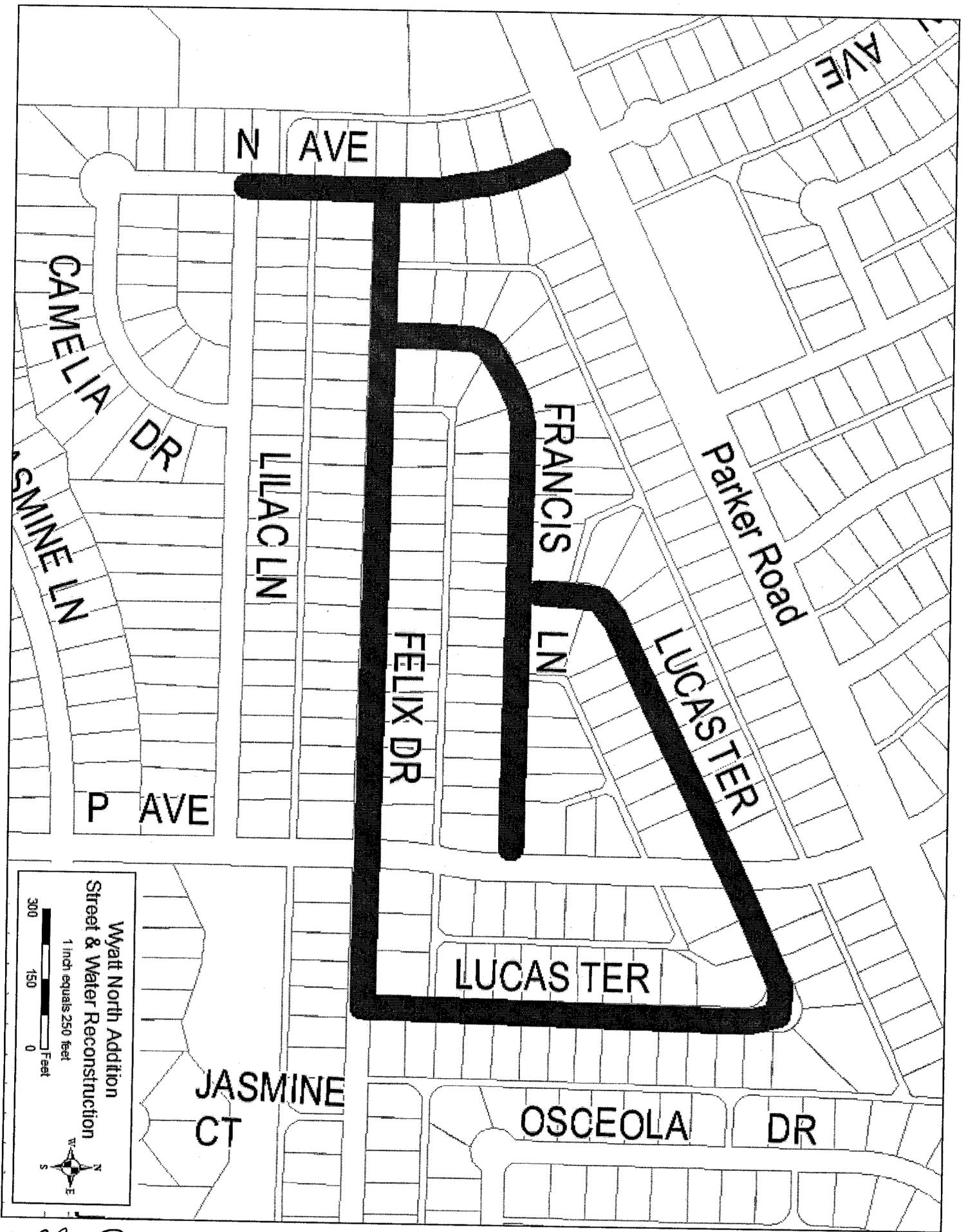
l-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	06/11/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering Department	Initials	Date		
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i> 6/11/07		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/11/07		
Agenda Coordinator (include phone #):	Irene Pegues (7198)	Project No. 5633			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER – APPROVAL OF EXPENDITURE					
CAPTION					
Approval of the purchase of material testing services for the Wyatt North Addition Paving and Water project in the amount of \$28,545.00 from GME Consulting Services, Inc., through an existing contract/agreement, and authorizing the City Manager or his designee to execute all necessary documents. (Contract # 2006-243-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		136,699	950,000	1,297,000	2,383,699
Encumbered/Expended Amount		-136,699	-1,856,715	0	-1,993,414
This Item		0	-28,545	0	-28,545
BALANCE		0	-935,260	1,297,000	361,740
FUND(s): STREET IMPROVEMENT CIP & WATER CIP					
COMMENTS: Funds are included in the 2006-07 Street Improvement CIP & Water CIP for the Wyatt North Addition projects. This item, in the amount of \$28,545, will be encumbered in the current year and carry forward into the cash allocations of FY 2007-08.					
STRATEGIC PLAN GOAL: Materials testing services for water and pavement reconstruction relate to the City's Goals of Safe, Efficient Travel and of Livable and Sustainable Community.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for construction material testing in the amount of \$28,545.00. GME Consulting Services, Inc., is one of the six contracted vendors for this service during 2006-07. The project consists of water and pavement reconstruction.					
Funding is available from the Street Improvement CIP & Water CIP; therefore, staff recommends approval.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies:			
Location Map		N/A			

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M-2

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>OK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/11/2007		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Police Department		Initials	Date	
Department Head	Gregory W. Rushin		Executive Director	<i>[Signature]</i> 6/6/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 6/6/07	
Agenda Coordinator (include phone #): Pam Haines, ext 2538					

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

CAPTION

Approval of the purchase of mounting hardware and installation services for the MDC/DVR Project in the amount of \$125,259.94 from Integrian, Inc. through an existing contract/agreement with the City of Dallas, and authorizing the City Manager or his designee to execute all necessary documents. Contract# 2006-1264

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,037,897	0	2,037,897
Encumbered/Expended Amount	0	-1,895,394	0	-1,895,394
This Item	0	-125,260	0	-125,260
BALANCE	0	17,243	0	17,243

FUND(S): TECHNOLOGY FUND (62) \$870,818; GENERAL FUND (01) \$86,509; POLICE ERF (071) \$400,000; PUBLIC SAFETY TECH FUND (06) \$450,000; PROPERTY & LIABILITY LOSS FUND (065) \$40,000; CRIMINAL INVESTIGATION FUND (12) \$190,570. TOTAL PROJECT FUNDS \$2,037,897.

COMMENTS: Funds are included in the 2006-07 Budget for the Police Department DVR and MDC replacement project. The remaining funds will be used for other phases of the project.

STRATEGIC PLAN GOAL: Mounting hardware for the Digital Video Recorders and Mobile Data Computers relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends approval of expenditure for the purchase of mounting brackets and installation services for the MDC/DVR Project from Integrian, Inc. in an amount not to exceed \$125,259.94. Integrian is the City of Dallas's contracted vendor for these items. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law Requiring local governments to seek competitive bids for items. Contract# 2006-1264

List of Supporting Documents: Justification Letter	Other Departments, Boards, Commissions or Agencies
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M-1



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

MEMORANDUM

DATE: June 4, 2007
TO: Gregory W. Rushin, Chief of Police
FROM: Barbara A. Smith, Administrative Manager
SUBJECT: MDC/DVR Mounting Hardware Council Agenda Item – June 11, 2007

The Plano Police Department has been utilizing mobile data computers in its patrol fleet since 1985 and has utilized analog VHS tapes for mobile video recording since 1997. All of the replacement equipment (mobile data computers and mobile digital video recorders) will also require the upgrading and replacement of mounting hardware in the patrol fleet.

The Police Department's Five-Year Strategic Plan called for replacement of the mobile data computers in fiscal year 2005/2006. This included replacement of both MDCs and mobile video recorders (MVRs). The upgrading of the MDC hardware will also enable us to integrate controls for the new mobile digital computers into the desktop application on the MDCs.

Funds in the amount of \$2,037,897 are authorized to replace both mobile data computers (MDC) and mobile video recorders with digital video recorders (DVR). Funding sources include the Technology Fund (\$870,818), the Police Equipment Replacement Fund (\$400,000), the Public Safety Tech Fund (\$450,000), the Property & Liability Loss Fund (\$40,000), a carry forward from the FY 2005/2006 budget combined with a supplement in FY 2006/2007 General Fund (\$49,009), FY 06/07 General Fund Approved Supplements 532008, 532011 and 532012 (\$37,500) and the Police Criminal Investigation Fund (\$190,570).

We engaged members of the Department and personnel from Technology Services to help us determine the best course of action and our final solution. The hardware selected will ensure that officers are safe and have ergonomically correct position of the monitor and keyboards.

This agenda item is to award a contract in the amount of \$125,259.90 to Integrian, Inc. to purchase hardware and installation services for the MDC/DVR project.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

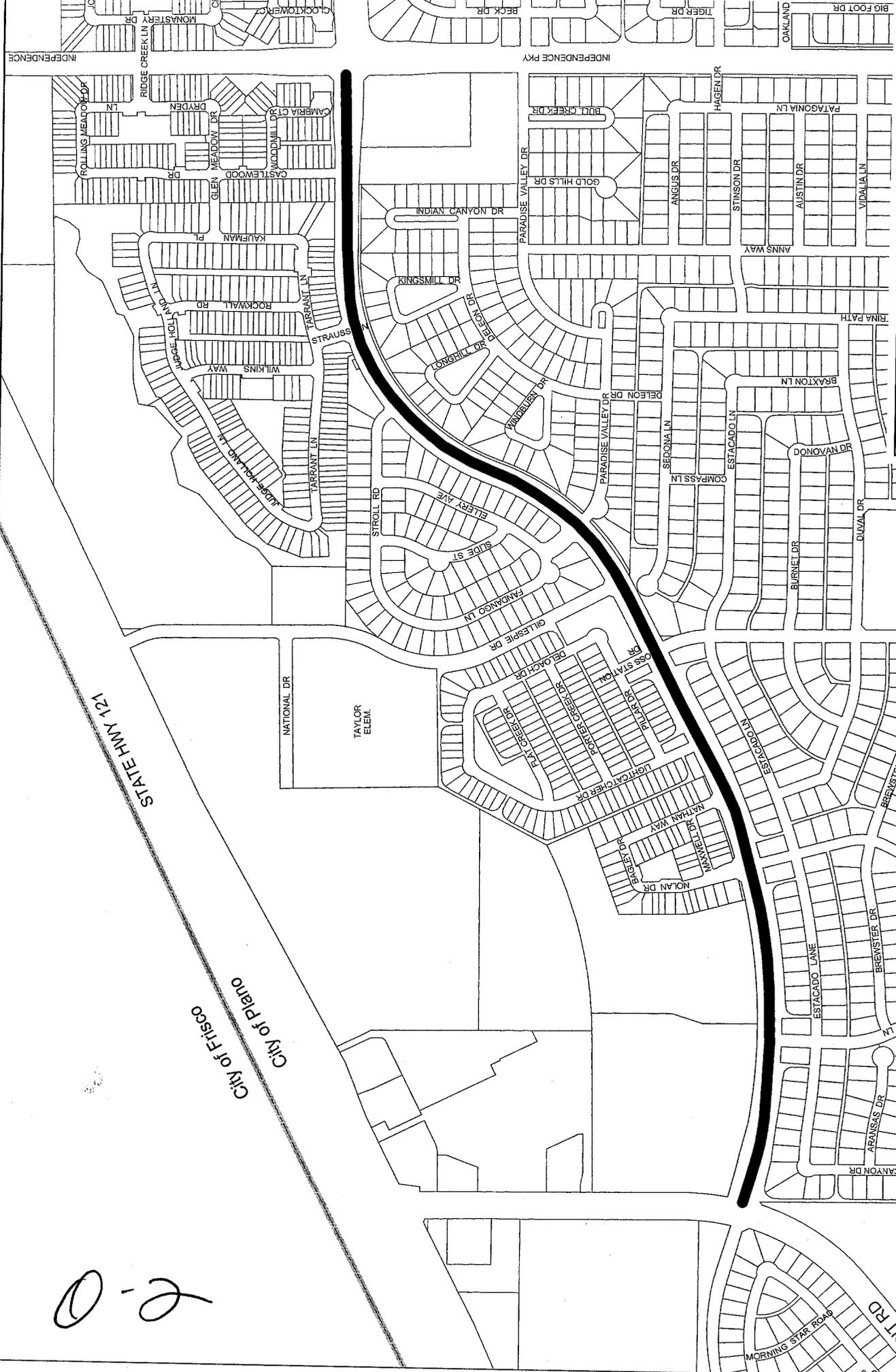
CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/11/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan D. Upchurch	Executive Director	<i>[Signature]</i>	6/14/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/5/07
Agenda Coordinator (include phone #): Irene Pegues (7198)				(Project No. 5789)
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval of an engineering contract by and between the City and TRC Engineers, Inc., for the widening of Ridgeview - Independence to Coit in the amount of \$126,105, and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	280,000	1,800,000	2,080,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-126,105	0	-126,105
BALANCE	0	153,895	1,800,000	1,953,895
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP. This item, in the amount of \$126,105, will leave a current year balance of \$153,895 for the Ridgeview-Independence to Coit project.				
STRATEGIC PLAN GOAL: Engineering design services for street widening relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This agreement with TRC Solutions, Inc., is for engineering design for Ridgeview-Independence to Coit project, which includes street widening, illumination, and miscellaneous related construction. The contract fee is for \$126,105 and is detailed as follows:				
Basic Services				
Aerial Survey	\$	16,500		
Preliminary Design	\$	60,980		
Final Design	\$	29,040		
Bid Phase Services	\$	6,000		
Printing	\$	7,425		
Construction Phase Services	\$	6,160		
Total Not To Exceed		\$ 126,105		
Funding is available from the Street Improvement Capital Improvement Program. Staff feels the \$126,105 fee is reasonable for this project, estimated to cost \$1,500,000.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Engineering Services Agreement, Location Map Exhibit C		N/A		

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Ridgeview Drive - Independence to Coit

0 300 600 1,200 Feet

May 18, 2007



2-0

RIDGEVIEW DRIVE FROM INDEPENDENCE PARKWAY TO COIT ROAD

PROJECT NO. 5789

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 **TRC ENGINEERS, INC.**, a **NEW JERSEY** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **RIDGEVIEW DRIVE FROM INDEPENDENCE PARKWAY TO COIT ROAD** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to

defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

TRC Engineers, Inc.
8140 Walnut Hill Lane, Suite 500
Dallas, TX 75231
Attn: Mr. Raymond Carr, P.E.

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

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D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

**TRC ENGINEERS, INC.
A NEW JERSEY CORPORATION,
LICENSED TO DO BUSINESS IN THE
STATE OF TEXAS**

DATE: _____

BY: _____
J. Cal Bostwick, P.E.
EXECUTIVE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **J. CAL BOSTWICK, P.E., EXECUTIVE VICE PRESIDENT, of TRC ENGINEERS, INC.**, a **NEW JERSEY** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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EXHIBIT A

SCOPE OF SERVICES

**RIDGEVIEW DRIVE
INDEPENDENCE TO COIT
PROJECT NO. 5789
CIP NUMBER 33-31190**

PROJECT DESCRIPTION:

Prepare plans and specifications to add the two (2) inside lanes, turn lanes, revised intersections, and landscape improvements to Ridgeview Drive from Coit Road to Independence Parkway.

BASIC SERVICES:

A. Design Standards

1. This Project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Storm Drainage Design Manual - City of Plano
 - Erosion & Sediment Control Manual
 - Thoroughfare Standards Rules & Regulations - City of Plano
 - Manual for the Design of Water & Sanitary Sewer Lines - City of Plano
 - Standard Construction Details - City of Plano
 - Barrier Free Ramp Details - City of Plano
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction - City of Plano
 - Sample Plan Set
2. All Final Plans submitted to the City shall be signed and sealed in accordance with State law. Preliminary Plans will include the Review Purposes Only stamp with Name, Date, and PE Number.

B. Research and Data Collection

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

C. Design Survey

1. Establish a horizontal and vertical control network and Project control baseline for the Project areas. The network and baseline are to be tied into the existing City of Plano control network. The City of Plano shall furnish overall Project Benchmark and Horizontal Control Monumentation per GPS or City-Based Datum.
2. Establish horizontal and vertical Project control monumentation.
3. Using the best existing information available (i.e. aerial map, existing plans, existing survey), tie right-of-way lines, property lines, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements, and all other visible surface features to the Project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the Project areas for the design.

The Aerial Flight, Digital Terrain Model (DTM) developed from the aerial flight, and the City of Plano GIS Data will serve as the basis for the surface topo. Underground features such as storm sewer and inlet flowlines, sanitary sewer and water line elevations, franchise utilities, irrigation systems, etc. will need to be verified by supplemental field survey, or by SUE services. If this effort is to be included for this Project, this can be accomplished by adding to the Scope of Services.

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5. Perform field surveying to establish ground control for the aerial photography of the Project Area.
6. Perform aerial flight for photography of Project Area and for the Base Topographic Survey and DTM.
7. When underground utilities are exposed, tie to Project control baseline. If this effort is to be included for this Project, this can be accomplished by adding to the Scope of Services.
8. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Geotechnical Report

None Required

E. Preliminary Design

1. Prepare preliminary construction plans. All sheets will be prepared on 22 x 34 plan sheet size. Prepare the following sheets at the engineering scale indicated:
 - ♦ Cover sheet.
 - ♦ Project layout control sheet(s). Scale 1" = 100'.
 - ♦ Quantity sheet.
 - ♦ Typical sections and detail sheets.
 - ♦ Construction phasing and temporary traffic control sheets. Scale 1" = 20'.
 - ♦ Paving plan & profile sheets for street improvements. Scale 1" = 20'.
 - ♦ Drainage area maps for street improvements. Scale 1" = 100'.
 - ♦ SWPPP sheets meeting EPA and City of Plano requirements. Scale 1" = 40'.
 - ♦ Landscape and irrigation plan sheets. Scale 1" = 40'.
 - ♦ Final buttoning and signage plan sheets. Scale 1" = 40'.

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

2. On rehabilitation projects, verify that the existing streetlights meet the City of Plano coverage requirements.
3. Coordinate with affected utilities such as water, gas, telephone, cable TV, and electric to obtain accurate information for the location of their facilities. No utility relocations are anticipated on this Project and are not included in the Scope of Services.
4. Prepare outline of any special technical specifications needed for the Project (if any).
5. Prepare an estimate of construction quantities and develop the Preliminary Statement of Probable Construction Cost.
6. Submit a maximum of ten (10) sets of Preliminary Plans, outline of Special Technical Specifications, and Preliminary Statement of Probable Construction Cost to the City for review.
 - ♦ Engineering
 - ♦ Public Works
 - ♦ Inspectors
 - ♦ Transportation
 - ♦ Parks
 - ♦ Other
7. Meet with City of Plano staff to discuss City comments on Preliminary Plans, Specifications, and Preliminary Statement of Probable Construction Cost.
8. Distribute the Preliminary Plans, Proposed Schedule for Bidding, and Proposed Start of Construction to local utility companies to obtain information regarding impacts to their facilities. This is estimated not to exceed ten (10) sets.

G. Final Design

1. Revise Preliminary Plans incorporating comments from the City of Plano.

2. Incorporate comments from the utility companies. Relocation Plans will be performed by the affected utilities.
3. Show location of traffic signal bases, pull boxes, and conduit on paving plans based on City information and Aerial Photography.
4. Show location of street light bases, pull boxes, and conduit on paving plans based on City information and Aerial Photography.
5. Finalize Construction Plans for proposed improvements.
6. Finalize Special Technical Specifications and Special Conditions (if any).
7. Incorporate standard details into the Construction Plans and prepare additional details as required.
8. Take off final construction quantities and prepare Final Statement of Probable Construction Cost.
9. Submit ten (10) sets of Pre-Final Plans, Special Technical Specifications, Draft Bid Schedule, and Final Statement of Probable Construction Cost to the City for review.
10. Incorporate City final comments into the Plans and Bid Documents.
11. Submit three (3) sets of final blue line prints, three (3) bound copies of the Bid Documents, and one unbound original Bid Document set to the City of Plano.
12. Attend a Utility Coordination Meeting to start relocation process with affected franchise utilities. Distribute copy of Final Plans and Proposed Schedule for Bid Letting and Construction to all affected franchise utilities. This is estimated not to exceed ten (10) sets.

H. Bid Phase Services

1. Assist the City staff in Advertising for Bids.
2. Furnish Plans and Bid Documents 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 seven (7) 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, forty eight (48) hours prior to the Bid Letting.
7. Submit one (1) CD-ROM disk of the Bid Set Plans in a PDF format.
8. Provide Bid Tabulation to the City of Plano within four (4) 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 (4) working days of the Bid Letting.
10. Assist City staff in a Pre-Construction Conference.
11. Furnish thirteen (13) sets of Final Construction Plans and three (3) sets of the Contract Documents Manual to the City for construction.

I. Construction Administration

1. Provide periodic site visits by the Design Engineer, as requested by the City, with a written inspection report submitted to the City for each visit.
2. Provide written responses to Requests For Information (RFI) or clarifications.
3. Prepare and process Change Orders in accordance with City of Plano format.
4. Assist the City staff in conducting the Final Inspection.
5. Recommend Final Acceptance of Work when acceptable.

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6. Prepare construction 'Record Drawings' based upon mark-ups and information provided by the construction contractor(s). Submit one (1) blackline set to the City and one (1) CD-ROM disk containing scanned images of the 24" x 36" final 'As Constructed' blackline drawings (with 'Record Drawing Stamps' bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of two hundred (200) dots per inch and a maximum resolution of four hundred (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.
7. All Construction Administration Services will be provided on an Hourly Basis with reimbursable expenses.

J. Construction Control Survey

1. Set vertical and horizontal control stakes for construction at five hundred (500) foot intervals, or a minimum of one at each end of the Project.
2. All Construction Control Survey Services will be provided on an Hourly Basis with reimbursable expenses.

SPECIAL SERVICES: Not included in Base Fee. Available as Supplemental Agreement.

A. Right-of-Way and Easement Requirements

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

B. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.

2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
 3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for ____ easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
 4. Prepared exhibits with the field notes first and drawings second.
 5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.
- C. Landscaping and Irrigation - Tree Planting** may be bid but will not be constructed. Sodding will be done in the areas disturbed. The City staff will mark up the Preliminary Plans once reviewed. The City staff will perform a field visit to determine what needs to be included.
- D. Westbound Sight Distance @ Stoll Intersection** - There is an area of the Project, near the intersection of Ridgeview and Stoll, and near the posted school zone, where the site distance and visibility at the intersection appears to be insufficient. One lane of the roadway has been closed due to safety concerns at the intersection. It would appear that the current sight restrictions at this intersection will only magnify when the road is widened from 4 lanes divided to 6 lanes divided and housing developments currently under construction are fully built out.

It should be determined whether a permanent solution to this problem is to be included as part of this Project.

EXHIBIT B

COMPLETION SCHEDULE

**RIDGEVIEW DRIVE
INDEPENDENCE TO COIT
PROJECT NO. 5789
CIP NUMBER 33-31190**

Notice To Proceed	June 4, 2007
Preliminary Meeting w/ The City	June 7, 2007
Aerial Survey	June 8, 2007
Submit Preliminary Plans To The City	July 27, 2007
Receive Comments From The City	August 24, 2007
Submit Final Plans To The City	September 21, 2007
Advertise The Project	October 2007
Receive Bids	November 2007
Award Contract	December 2007
Notice To Proceed	December 2007
Construction	January – May 2008

COMPENSATION AND METHOD OF PAYMENT

For all professional engineering services included in EXHIBIT "A", Scope of Services, the CITY agrees to pay the ENGINEER on a reimbursable basis. The total amount of the Contract shall not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. We recommend that the CITY budget the following:

Basic Services

Aerial Survey	\$ 16,500
Preliminary Design	\$ 60,980
Final Design	\$ 29,040
Bid Phase Services	\$ 6,000
Printing	\$ 7,425
Construction Phase Services	\$ 6,160
Total Not To Exceed	\$ 126,105

Special Services

Geotechnical Report (Not in Contract)	\$ 0.00
Right of Way / Easement Metes & Bounds, Exhibit, Surveying, Deed Research (Not in Contract)	\$ 0.00
Total Special Services	\$ 0.00

The CITY shall compensate the ENGINEER for the various items listed above on a reimbursable basis, where the total contract amount may not be exceeded without an amendment, task budget may be exceeded with any notification of the CITY.

Monthly statements for reimbursable services will be based upon time directly chargeable to the project by the various types of individuals employed by the ENGINEER in accordance with the rate schedule in effect at the time of the services. ENGINEER may revise the rate schedule on January 1 of each year. The current rate schedule is attached.

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Monthly statements for reimbursable services performed by subconsultants will be based upon the actual cost to the ENGINEER plus fifteen percent (15%).

Direct reimbursable expenses for services such as express mail, fees, out-of-town mileage (trips in excess of 100 miles) and other direct expenses that are incurred during the progress of the project will be billed at 1.15 times the ENGINEER'S cost.

An amount equal to six percent (6%) of the ENGINEER'S labor fee will be added to each invoice to cover certain other direct expenses such as in-house duplicating and blueprinting, facsimile, local mileage, telephone, postage, and word processing computer time.

END OF EXHIBIT C

EXHIBIT D ENGINEERING

INSURANCE

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

1. **General Insurance Requirements:**

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/11/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/14/07
Agenda Coordinator (include phone #):		Irene Pegues (7198)		

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

CAPTION

To approve the terms and conditions of a Public Road Crossing License Agreement between Dallas Area Rapid Transit and the City of Plano for an existing public road for Parker Road, and authorizing the City Manager, or in his absence an Executive Director, to execute such agreement.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

The attached agreement is for the existing Parker Road crossing of the DART right of way. We are planning to remove the abandoned rail line within the limits of Parker Road, and DART is requiring that this License Agreement be approved.

List of Supporting Documents: Public Road Crossing License Agreement Location Map	Other Departments, Boards, Commissions or Agencies N/A
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PUBLIC ROAD CROSSING LICENSE AGREEMENT

THIS AGREEMENT ("License"), by and between DALLAS AREA RAPID TRANSIT, ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and the CITY OF PLANO, TEXAS, a home-rule municipal corporation ("Licensee"), acting herein by and through its duly authorized official, whose mailing address is P.O. Box 860358, Plano, Texas 75086-0358.

WITNESSETH:

WHEREAS, Licensor now owns certain railroad right-of-way within the city limits of the Licensee; and

WHEREAS, Licensee has an existing public road known as Parker Road that crosses Licensor's North Central Line railroad right-of-way with an at-grade railroad crossing ("Public Road Crossing"), identified as DOT No. 763401G; and

WHEREAS, Licensee proposes the reconstruction of the Public Road Crossing within Parker Road by removing the existing rail and replacing with new concrete pavement and sidewalks, in accordance with Licensor's standards; NOW, THEREFORE

1. Purpose. Licensor hereby grants this License to Licensee for the purpose of reconstructing, installing and maintaining, an existing at-grade, six-lane, median divided public road crossing that includes sidewalks (the "Permitted Uses") at the intersection of Parker Road and Licensor's North Central Line right-of-way at Mile Post 283.63, in Plano, Collin County, Texas, more particularly as shown in Exhibit "A", attached hereto and incorporated herein for all pertinent purposes (the "Property").

The term "Public Road Crossing" shall include the road surface, subgrade, sidewalks, street lighting, drainage facilities, and signage (the "Permitted Improvements").

The Property shall be used by Licensee, and the public, solely for the Permitted Uses and the Permitted Improvements, EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH LICENSOR AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION TO THE PUBLIC.

2. Consideration. The consideration for the granting of this License shall be:

2.01. TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid by Licensee to Licensor, the receipt of which is hereby acknowledged, and

2.02. The faithful performance by Licensee of all of the covenants and agreements contained in this License to be performed by Licensee.

3. Term. This License shall become effective on the date of signing by the last party to execute this License, and shall be perpetual, subject to termination by either party as provided herein.

4. Non-Exclusive License. This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by

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any railroad, utility or communication company, public or private, for the use of the Property for facilities presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. Reconstruction, Operation and Maintenance.

5.01. The construction of this road crossing will include the removal of the existing rail and railroad ties that are within the limits of Licensee's street right of way. The reconstruction will be in accordance with Licensee's standards for construction of its streets, as approved by Licensor. After reconstruction, the new roadway replacing the road crossing within Licensor's Property shall be maintained by Licensee.

5.02. Should the reconstructed roadway deteriorate to such a condition that Licensee determines to again reconstruct the roadway, Licensee shall request Licensor's permission for such reconstruction and obtain a Standard Construction Agreement and Contractor's Right of Entry for its contractor to complete such reconstruction.

5.03. All design, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or to create a hazard to the use of the Property. Licensee agrees to pay any damages which may arise by reason of Licensee's use of the Property under this License.

5.04. Prior to commencing any future reconstruction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.05. Licensee or its contractor shall use reasonable care during the reconstruction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make such replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

5.06. In the event the Licensee fails to maintain the Permitted Improvements or Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

5.07. Licensee shall be responsible for maintenance and liable for damage for any and all additional drainage created by Licensee's project distributed onto and within Licensor's right of way from the point of entry to the exit point of Licensor's property.

5.08. Licensee shall provide traffic control during reconstruction or maintenance operations.

5.09. **Absence of markers does not constitute a warranty by Licensor that there are no subsurface installations on the Property.**

6. Future Light Rail Transit Impacts.

6.01. Licensor's use of the Property and adjoining property may in the future include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.**

6.02. In the event of future reconstruction of the Permitted Improvements, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and reconstruction of the Permitted Improvements.

6.03. In the event that electrically powered equipment is installed, Licensee agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

7. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, and required to carry on any activity permitted herein.

8. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor's Standard Contractors Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor.

9. Environmental Protection.

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Uses of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

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9.04. **To the extent allowed under Texas law and without waiving governmental immunity or defenses, Licensee shall indemnify and hold Licensor harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Future Use by Licensor.** This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose that does not interfere with the Permitted Uses.

12. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 17 of this License, whichever event first occurs; PROVIDED, HOWEVER, that any indemnifications provided for herein shall survive such termination.

13. **Compliance With Laws and Regulations.** To the extent allowed under Texas law and without waiving governmental immunity or defenses, Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges federal railroad regulatory agency's requirements for whistles at at-grade public and private road crossings.

14. **Indemnification.**

14.01. **To the extent allowed under Texas law and without waiving governmental immunity or defenses, Licensee shall defend, protect and keep Licensor forever harmless and indemnified against and from any penalty, or damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns, or those holding under Licensee;**

14.02. **To the extent allowed under Texas law and without waiving governmental immunity or defenses, Licensee shall at all times protect, indemnify and it is the intention of the parties hereto that Licensee hold Licensor harmless against and from any and all loss, cost, damage or expense, including attorney's fees, and including claims of negligence, arising out of, or from any accident or other occurrence on or about the Property causing personal injury, death, or property damage, except when caused by the willful misconduct or negligence of Licensor, their officers, employees or agents, and then only to the extent of the proportion of any fault determined against Licensor for its willful misconduct or negligence;**

14.03. **To the extent allowed under Texas law and without waiving governmental immunity or defenses, Licensee shall at all times protect, indemnify and hold Licensor harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any and all claims or causes of action resulting from any failure of Licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.**

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15. **Termination of License.** At such time as this License may be terminated or cancelled for any reason whatever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

16. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor is under no obligation to grant.

17. **Methods of Termination.** This License may be terminated in any of the following ways:

17.01. Written agreement of both parties;

17.02. By either party giving the other party thirty (30) days written notice; or

17.03. By either party, upon failure of the other party to perform its obligations as set forth in this License.

18. **Miscellaneous.**

18.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit P. O. Box 660163 Dallas, Texas 75266-7210 Attn: Railroad Management	Or	1401 Pacific Avenue Dallas, Texas 75202-7210
-----------	--	----	---

LICENSEE:	City of Plano, Texas P.O. Box 860358 Plano, Texas 75086-0358 Attn: City Engineer	Or	1520 K. Avenue, Suite 250 Plano, Texas 75074
-----------	---	----	---

Either party may from time to time designate another and different address for receipt of notice, by giving notice of such change of address.

18.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

18.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

18.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

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18.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

18.06. Authorization. Licensee shall furnish to Licensor a certified copy of minutes or a City Resolution adopted by the governing body of Licensee, authorizing the execution of this License on behalf of the Licensee, or other proof sufficient to establish the authority to execute this License.

18.07. No Joint Enterprise. The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

18.08. New Agreement. It is mutually agreed and understood that this License cancels and supersedes any previous agreements or easements granted by Licensor's predecessor railroads in regard to this public road crossing.

Intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this License in multiple originals this _____ day of _____, 2007.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY: _____

WAYNE L. FRIESNER
Interim Vice President
Commuter Rail & Railroad Management

LICENSEE:

CITY OF PLANO, TEXAS

BY: _____

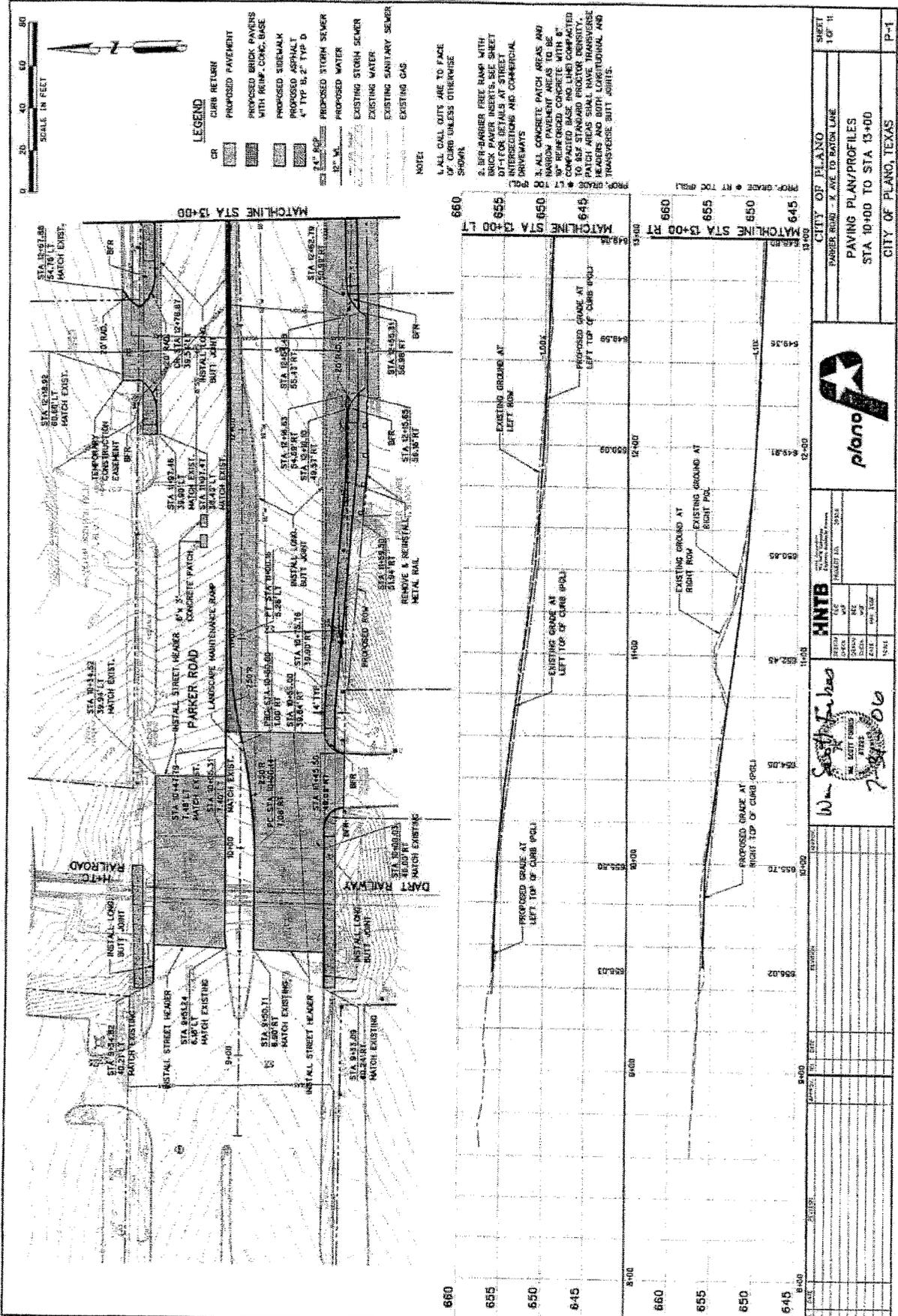
THOMAS H. MUEHLENBECK
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee
City Attorney

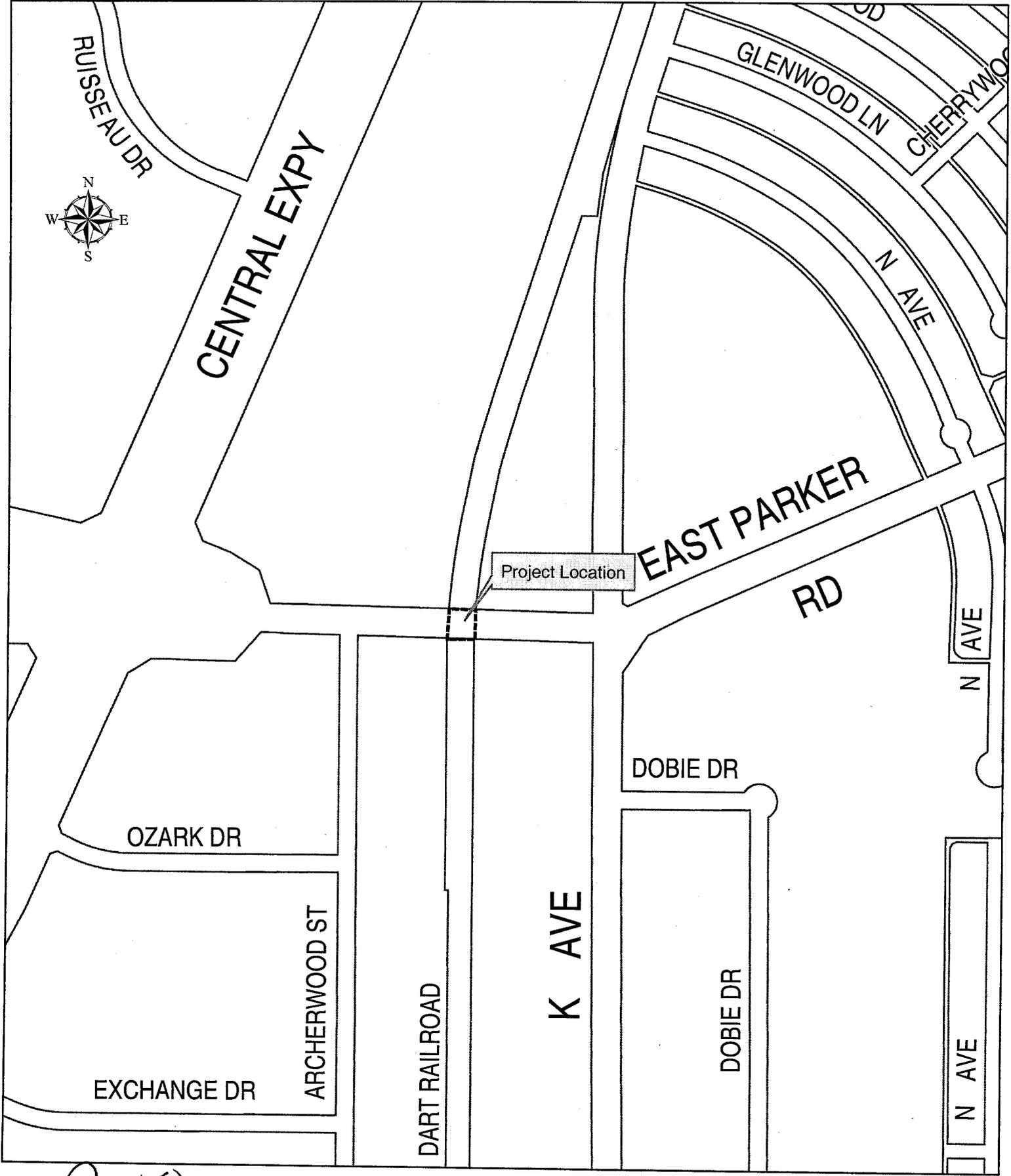
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EXHIBIT "A"



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EAST PARKER ROAD / DART RIGHT OF WAY



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LOCATION MAP

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/28/07</i>
Agenda Coordinator (include phone #):		Lynne Jones - 7109		

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

CAPTION

AN RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING AN AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO TO AMEND A PROVISION OF PRIOR FUNDING AGREEMENTS RELATED TO THE DEVELOPMENT OF DESIGN DOCUMENTS FOR THE ARTS OF COLLIN COUNTY COMMISSION, INC.; AUTHORIZING THE CITY MANAGER OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This Resolution will amend the funding agreements so that Article III of the Agreements relating to the deadlines for receiving credit will be extended for one year to October 1, 2008. The Agreement must also be approved by the Cities of Frisco and Allen.

List of Supporting Documents:
n/a

Other Departments, Boards, Commissions or Agencies
n/a

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING AN AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO TO AMEND A PROVISION OF PRIOR FUNDING AGREEMENTS RELATED TO THE DEVELOPMENT OF DESIGN DOCUMENTS FOR THE ARTS OF COLLIN COUNTY COMMISSION, INC.; AUTHORIZING THE CITY MANAGER OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the cities of Allen, Frisco, and Plano, collectively referred to as "Cities" previously entered into capital funding agreements for design and other services related to the Arts of Collin County Commission, Inc., sometimes referred to Arts of Collin County, Inc., and these agreements contained provisions for the cities to receive credit for the advancing of bond funds for the proposed project upon the Cities entering into a Contribution Agreement for an Approved Project; and

WHEREAS, these funding agreements were executed with the good faith understanding and intention that an Approved Project and Contribution Agreement would be in place not later than October 1, 2007; and

WHEREAS, the Plano City Council finds that the Contribution Agreement and Approved Project may not be in effect by October 1, 2007 and it is reasonable to extend this date in the capital funding agreements to October 1, 2008 in order to carry forward the provision for receiving credit for previously advanced funds and preserve the remaining terms and conditions as the existing agreements; and

WHEREAS, the City Council of Plano has been presented with an Agreement to amend the funding agreements for design services and construction related to the Arts of Collin County Commission, Inc. so that Article III in those Agreements relating to the deadlines for receiving credit should be extended for one year to October 1, 2008; and

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

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

Section I. The City of Plano approves the Agreement, attached hereto as Exhibit "A," to amend the previously adopted funding agreements for the limited purpose to extend the date to October 1, 2008 for credit to be made in Article III of the funding agreements, and all other remaining terms and conditions are in full force and effect.

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AN AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO TO AMEND A PROVISION OF PRIOR FUNDING AGREEMENTS RELATED TO THE DEVELOPMENT OF DESIGN AND CONSTRUCTION SERVICES DOCUMENTS FOR THE ARTS OF COLLIN COUNTY COMMISSION, INC. IN ORDER TO EXTEND THE DATE FOR WHICH CREDIT IS GIVEN FOR THE ADVANCE FUNDING

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, the cities of Allen, Frisco and Plano, collectively referred to as "Cities" wish to amend several funding agreements related to their respective obligations for capital funding for the proposed arts center; and

WHEREAS, the purpose of these amendments is limited to extending the date to receive credit for previously provided funding once an Approved Project and Contribution Agreement are approved; all other terms of the funding agreements shall remain in full force and effect.

NOW, THEREFORE, in consideration of the recitals set forth above,

1. The Cities agree that the Agreement shown in Exhibit "A" is hereby amended by revising "III. Credit to Cities" of that Agreement as follows:

"III. Credit to Cities

In consideration of Plano, Frisco, and Allen each providing up to **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal and this event occurs not later than October 1, 2008, Plano, Frisco and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement."

All other provisions in Exhibit A are unchanged by this Amendment.

2. The Cities agree that the Agreement in Exhibit B is amended to revise "III. Credit to Cities" as follows:

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"III. Credit to Cities

In consideration of Plano, Frisco, and Allen each providing up to an additional **THREE HUNDRED FIVE THOUSAND AND ONE HUNDRED AND ELEVEN DOLLARS (\$305,111)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2008, Plano, Frisco, and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement."

All other provisions in Exhibit B are unchanged by this Amendment.

3. The Cities agree that the Agreement in Exhibit C is amended to revise "III. Credit to Cities" as follows:

"III. Credit to Cities

In consideration of Plano, Frisco, and Allen each providing up to an additional **SEVEN HUNDRED FIVE THOUSAND AND SIX HUNDRED AND NINETY EIGHT DOLLARS (\$705,698)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2008, Plano, Frisco, and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement."

All other provisions in Exhibit C are unchanged by this Amendment.

4. The Cities agree that the Agreement in Exhibit D is amended to revise "III. Credit to Cities" as follows:

"III. Credit to Cities

In consideration of Plano, Frisco, and Allen each providing up to an additional **ONE MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$1,277,600)** of bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2008, Plano, Frisco, and Allen shall

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each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement."

All other provisions in Exhibit D are unchanged by this Amendment.

The effective date for these amendments shall be the latest date of any signatory.

Signed and executed on the dates indicated below.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF FRISCO, TEXAS

Date: _____

BY: _____
George Purefoy
CITY MANAGER

APPROVED AS TO FORM:

Richard Abernathy, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: _____

BY: _____
Peter H. Vargas
CITY MANAGER

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2007 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2007 by **GEORGE PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2007 by **PETER VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

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AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO FOR FUNDING SERVICES RELATED TO THE ARTS OF COLLIN COUNTY, INC.

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the cities of Allen, Frisco, and Plano, collectively referred to as "Cities" wish to enter into this Agreement to set forth the terms and conditions for providing initial funding for services related to the Arts of Collin County, Inc. "ACC"; and

WHEREAS, the Cities have previously entered into an Interlocal Agreement "Interlocal" attached hereto, to form the ACC, and are deemed Owners as that term is used in the Interlocal, and as joint Owners of the ACC, the Cities have participated in the cost sharing for the various services and expenses necessary for the ACC's existence; and

WHEREAS, the Cities find that it is in the public interest that design services be performed before an Approved Project can be considered, and such services will require funding from the Cities; and

WHEREAS, each City agrees under the terms and conditions set forth in this Agreement to provide its share of initial funding up to **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000)** for the preliminary design services necessary in order for the ACC to recommend an Approved Project to be considered by the Cities.

NOW, THEREFORE, in consideration of the recitals set forth above, the Cities agree to the terms and conditions set forth below:

I. SCOPE OF THE AGREEMENT

The Cities, as joint Owners of the ACC, have agreed to share equally in the capital costs for an Approved Project as that term and corresponding obligations are set forth in the Interlocal. In order to submit a Project to the Owners for approval, it is necessary to complete the conceptual design, and this work requires funds not currently allocated to the ACC.

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II. OBLIGATIONS

- a. The Cities agree to provide funding for their proportionate share, up to **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000)** each under the terms and conditions set forth in this Agreement for the purpose of retaining conceptual design services, including but not limited to architectural, engineering, acoustical, etc. The Cities' offer to provide funds and the crediting under the terms of this Agreement, shall not be construed as the Cities' approval of an Approved Project; such approval shall be by separate action.
- b. The City of Allen "Allen" will administer the funding provided herein and services that are approved by the ACC Board of Directors for the conceptual design services described in II.a. The City of Plano "Plano" and the City of Frisco "Frisco" shall provide funding for their share of services described in this Agreement upon receipt of a copy of the vendor's invoice from Allen. The forwarding of the invoice copy to Plano and Frisco represents that, to the best of Allen's knowledge, the services and/or goods, and expenses that are described in the invoice are valid and have been reviewed by the ACC Treasurer, President, or Executive Director. Plano and Frisco shall make payment to Allen within fifteen (15) days of receipt of invoice and Allen shall pay the invoice within fifteen (15) days of receipt of funds from each City.
- c. ~~Allen agrees to make all accounting records, transactions and reports, including audit reports, related to the conceptual design services available for inspection and copying by either Frisco or Plano during normal business hours.~~

III. CREDIT TO CITIES

In consideration of Plano, Frisco, and Allen each providing up to **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2007, Plano, Frisco and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement.

IV. TERMINATION

Any party may terminate this Agreement by providing thirty (30) days written notice to the other parties at the addresses shown in the Notice Provision; the right to inspect and copy records shall survive the termination of this Agreement.

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V. IMMUNITY

In the execution of this Agreement, neither party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. NOTICES

Unless otherwise instructed in writing, each party will send via certified mail all contractual notices or communications to the other party at the following respective address:

CITY OF PLANO, TEXAS
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Thomas H. Muehlenbeck, City Manager

CITY OF FRISCO, TEXAS
6891 Main Street
Frisco, Texas 75034
Attn: George Purefoy, City Manager

CITY OF ALLEN, TEXAS
305 Century Parkway
Allen, Texas 75013
Attn: Peter Vargas, City Manager

VII. ENTIRE AGREEMENT OF PARTIES

This Agreement supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject-matter of this Agreement. Any other agreement, statement, or promise that is not contained in this contract is not valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this Agreement through an executed written instrument.

VIII. SEVERABILITY OF PROVISIONS

In the event a term, condition, or provision of this Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the parties agree

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that such term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.

IX. GOVERNING LAW / VENUE

The laws of the State of Texas govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. The parties agree that exclusive venue shall lie in Collin County, Texas.

X. WAIVER

Neither party may waive any covenant or condition of this Agreement without the express written consent of the other party. Failure by either party to enforce a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of such provision.

XI. EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of any signatory.

SIGNED AND EXECUTED on the dates indicated below

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF FRISCO, TEXAS

Date: _____

BY: _____
George Purefoy
CITY MANAGER

APPROVED AS TO FORM:

Richard Abernathy, CITY ATTORNEY

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CITY OF ALLEN, TEXAS

Date: _____

BY: _____
Peter Vargas
CITY MANAGER

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2004 by GEORGE PUREFOY, City Manager of the CITY OF FRISCO, TEXAS, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

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STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2004 by PETER VARGAS, City Manager of the CITY OF ALLEN, TEXAS, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

UNABLE TO LOCATE A FULLY EXECUTED COPY OF THIS AGREEMENT.

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AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO FOR FUNDING SERVICES RELATED TO THE ARTS OF COLLIN COUNTY COMMISSION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the cities of Allen, Frisco, and Plano, collectively referred to as "Cities" wish to enter into this Agreement to set forth the terms and conditions for providing initial funding for services related to the Arts of Collin County Commission, Inc. "ACC"; and

WHEREAS, the Cities have previously entered into an Interlocal Agreement "Interlocal" attached hereto, to form the ACC, and are deemed Owners as that term is used in the Interlocal, and as joint Owners of the ACC, the Cities have participated in the cost sharing for the various services and expenses necessary for the ACC's existence; and

WHEREAS, in 2004, the Cities previously approved funding for design and related services, whereby each City was to contribute **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000)**; and

WHEREAS, the Cities find that it is in the public interest that additional schematic design services be performed before an Approved Project can be considered, and such services will require additional funding from the Cities; and

WHEREAS, each City agrees under the terms and conditions set forth in this Agreement to provide its share of initial funding up to an additional **THREE HUNDRED FIVE THOUSAND ONE HUNDRED AND ELEVEN DOLLARS (\$305,111)** for the additional schematic design services necessary in order for the ACC to recommend an Approved Project to be considered by the Cities.

NOW, THEREFORE, in consideration of the recitals set forth above, the Cities agree to the terms and conditions set forth below:

I. SCOPE OF THE AGREEMENT

The Cities, as joint Owners of the ACC, have agreed to share equally in the capital costs for an Approved Project as that term and corresponding obligations are set forth in the Interlocal. In order to submit a Project to the Owners for approval, it is necessary to

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complete the conceptual design, and this work requires funds not currently allocated to the ACC.

II. OBLIGATIONS

- a. The Cities agree to provide funding for their proportionate share, up to **THREE HUNDRED FIVE THOUSAND ONE HUNDRED AND ELEVEN DOLLARS (\$305,111)** each under the terms and conditions set forth in this Agreement for the purpose of retaining schematic design services, including but not limited to architectural, engineering, acoustical, cost estimation, etc. The Cities' offer to provide funds and the crediting under the terms of this Agreement, shall not be construed as the Cities' approval of an Approved Project; such approval shall be by separate action.
- b. The City of Allen "Allen" will administer the funding provided herein and services that are approved by the ACC Board of Directors for the conceptual design services described in II.a. The City of Plano "Plano" and the City of Frisco "Frisco" shall provide funding for their share of services described in this Agreement upon receipt of a copy of the vendor's invoice from Allen. The forwarding of the invoice copy to Plano and Frisco represents that, to the best of Allen's knowledge, the services and/or goods, and expenses that are described in the invoice are valid and have been reviewed by the ACC Treasurer, President, or Executive Director. Plano and Frisco shall make payment to Allen within fifteen (15) days of receipt of invoice and Allen shall pay the invoice within fifteen (15) days of receipt of funds from each City.
- c. Allen agrees to make all accounting records, transactions and reports, including audit reports, related to the conceptual design services available for inspection and copying by either Frisco or Plano during normal business hours.

III. CREDIT TO CITIES

In consideration of Plano, Frisco, and Allen each providing up to an additional **THREE HUNDRED FIVE THOUSAND ONE HUNDRED AND ELEVEN DOLLARS (\$305,111)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2007, Plano, Frisco and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement.

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IV. TERMINATION

Any party may terminate this Agreement by providing thirty (30) days written notice to the other parties at the addresses shown in the Notice Provision; the right to inspect and copy records shall survive the termination of this Agreement.

V. IMMUNITY

In the execution of this Agreement, neither party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. NOTICES

Unless otherwise instructed in writing, each party will send all contractual notices or communications to the other party at the following respective address:

CITY OF PLANO, TEXAS
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Thomas H. Muehlenbeck, City Manager

CITY OF FRISCO, TEXAS
6891 Main Street
Frisco, Texas 75034
Attn: George Purefoy, City Manager

CITY OF ALLEN, TEXAS
305 Century Parkway
Allen, Texas 75013
Attn: Peter Vargas, City Manager

VII. ENTIRE AGREEMENT OF PARTIES

This Agreement supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject-matter of this Agreement. Any other agreement, statement, or promise that is not contained in this contract is not valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this Agreement through an executed written instrument.

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VIII. SEVERABILITY OF PROVISIONS

In the event a term, condition, or provision of this Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the parties agree that such term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.

IX. GOVERNING LAW / VENUE

The laws of the State of Texas govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. The parties agree that exclusive venue shall lie in Collin County, Texas.

X. WAIVER

Neither party may waive any covenant or condition of this Agreement without the express written consent of the other party. Failure by either party to enforce a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of such provision.

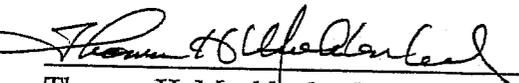
XI. EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of any signatory.

SIGNED AND EXECUTED on the dates indicated below

CITY OF PLANO, TEXAS

Date: 7/18/05

BY: 
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

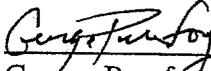

Diane C. Wetherbee, CITY ATTORNEY

Q-17

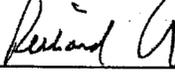
EXHIBIT β
PAGE 4 OF 6

CITY OF FRISCO, TEXAS

Date: 6/29/05

BY: 
George Purefoy
CITY MANAGER

APPROVED AS TO FORM:

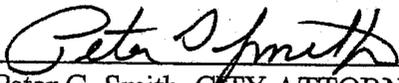

Richard Abernathy, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: 7/6/05

BY: 
Peter Vargas
CITY MANAGER

APPROVED AS TO FORM:

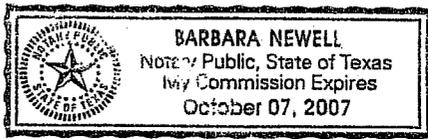

Peter G. Smith, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

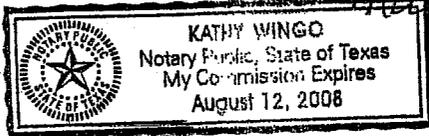
This instrument was acknowledged before me on the 18 day of July, 2005 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Barbara Newell
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

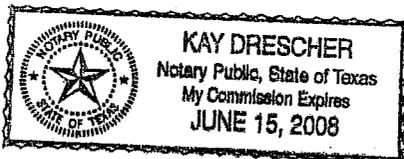
This instrument was acknowledged before me on the 29th day of June, 2005 by GEORGE PUREFOY, City Manager of the CITY OF FRISCO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Kathy Wingo
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 6th day of July, 2005 by PETER VARGAS, City Manager of the CITY OF ALLEN, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Kay Drescher
Notary Public, State of Texas

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EXHIBIT B
PAGE 6 OF 6

AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO FOR FUNDING PROJECT COSTS RELATED TO THE ARTS OF COLLIN COUNTY COMMISSION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the cities of Allen, Frisco, and Plano, collectively referred to as "Cities" wish to enter into this Agreement to set forth the terms and conditions for providing initial funding for project costs related to the Arts of Collin County Commission, Inc. "ACC"; and

WHEREAS, the Cities have previously entered into an Interlocal Agreement to form the ACC, and are deemed Owners as that term is used in the Interlocal, and as joint Owners of the ACC, the Cities have participated in the cost sharing for the various services and expenses necessary for the ACC's project development; and

WHEREAS, the Cities find that it is in the public interest that additional design development services be performed before an Approved Project can be considered, and such services will require additional funding from the Cities; and

WHEREAS, each City agrees under the terms and conditions set forth in this Agreement to provide its share of initial funding up to an additional **SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$705,698.00)** for the additional design development services necessary in order for the ACC to recommend an Approved Project to be considered by the Cities.

NOW, THEREFORE, in consideration of the recitals set forth above, the Cities agree to the terms and conditions set forth below:

I. SCOPE OF THE AGREEMENT

The Cities, as joint Owners of the ACC, have agreed to share equally in the capital costs for an Approved Project as that term and corresponding obligations are set forth in the Interlocal. In order to submit a Project to the Owners for approval, it is necessary to complete the design development process; and this work requires funds not currently allocated to the ACC.

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II. OBLIGATIONS

- a. The Cities agree to provide funding for their proportionate share, up to **SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$705,698.00)** each under the terms and conditions set forth in this Agreement for the purpose of retaining design development services, including but not limited to architectural, landscape architecture, engineering, acoustical, cost estimation, etc. The Cities' offer to provide funds and the crediting under the terms of this Agreement shall not be construed as the Cities' approval of an Approved Project; such approval shall be by separate action.
- b. The City of Allen "Allen" will administer the funding provided herein and services that are approved by the ACC Board of Directors for the design development services described in II.a. The City of Plano "Plano" and the City of Frisco "Frisco" shall provide funding for their share of services described in this Agreement upon receipt of a copy of the vendor's invoice from Allen. The forwarding of the invoice copy represents that, to the best of Allen's knowledge, the services and/or goods, and expenses that are described in the invoice are valid and have been reviewed by the ACC Treasurer, President, or Executive Director. Plano and Frisco shall make payment to Allen within fifteen (15) days of receipt of invoice and Allen shall pay the invoice within fifteen (15) days of receipt of funds from each City.
- c. All accounting records, transactions and reports, including audit reports, related to the design development services are available for inspection and copying during normal business hours.

III. CREDIT TO CITIES

In consideration of Plano, Frisco, and Allen each providing up to an additional **SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$705,698.00)** of their bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2007, Plano, Frisco and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement.

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EXHIBIT C
PAGE 2 OF 5

IV. TERMINATION

Any party may terminate this Agreement by providing thirty (30) days written notice to the other parties at the addresses shown in the Notice Provision; the right to inspect and copy records shall survive the termination of this Agreement.

V. IMMUNITY

In the execution of this Agreement, no party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. NOTICES

Unless otherwise instructed in writing, each party will send via certified mail all contractual notices or communications to the other party at the following respective address:

CITY OF PLANO, TEXAS
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Thomas H. Muehlenbeck, City Manager

CITY OF FRISCO, TEXAS
6891 Main Street
Frisco, Texas 75034
Attn: George Purefoy, City Manager

CITY OF ALLEN, TEXAS
305 Century Parkway
Allen, Texas 75013
Attn: Peter Vargas, City Manager

VII. ENTIRE AGREEMENT OF PARTIES

The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this Agreement through an executed written instrument.

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EXHIBIT C
PAGE 3 OF 5

VIII. SEVERABILITY OF PROVISIONS

In the event a term, condition, or provision of this Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the parties agree that such term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.

IX. GOVERNING LAW / VENUE

The laws of the State of Texas govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. The parties agree that exclusive venue shall lie in Collin County, Texas.

X. WAIVER

No party may waive any covenant or condition of this Agreement without the express written consent of the other party. Failure by either party to enforce a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of such provision.

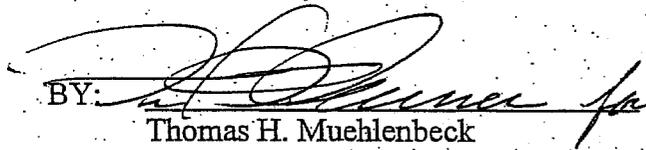
XI. EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of any signatory.

SIGNED AND EXECUTED on the dates indicated below

CITY OF PLANO, TEXAS

Date: 11/16/05

BY: 
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT C
PAGE 4 OF 5

AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, AND PLANO FOR FUNDING SERVICES RELATED TO DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR THE ARTS OF COLLIN COUNTY COMMISSION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the cities of Allen, Frisco, and Plano, collectively referred to as "Cities" wish to enter into this Agreement to set forth the terms and conditions for providing initial funding for services related to the Arts of Collin County Commission, Inc. "ACC"; and

WHEREAS, the Cities have previously entered into an Interlocal Agreement "Interlocal" attached hereto, to form the ACC, and are deemed Owners as that term is used in the Interlocal, and as joint Owners of the ACC, the Cities have participated in the cost sharing for the various services and expenses necessary for the ACC's existence; and

WHEREAS, the Cities find that it is in the public interest that construction documents based on the final design for Phase I be created before an Approved Project can be considered, and such services will require additional funding from the Cities; and

WHEREAS, each City agrees under the terms and conditions set forth in this Agreement to provide its share of funding up to an additional ONE MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$1,277,600.00) for the additional design services involved in developing cost estimation and construction documents necessary in order for the ACC to recommend an Approved Project to be considered by the Cities.

NOW, THEREFORE, in consideration of the recitals set forth above, the Cities agree to the terms and conditions set forth below:

I. SCOPE OF THE AGREEMENT

The Cities, as joint Owners of the ACC, have agreed to share equally in the capital costs for an Approved Project as that term and corresponding obligations are set forth in the Interlocal. In order to submit a Project to the Owners for approval, it is necessary to complete the construction documents, and this work requires funds not currently allocated to the ACC.

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EXHIBIT D
PAGE 1 OF 5

II. OBLIGATIONS

- a. The Cities agree to provide funding for their proportionate share, up to ONE MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$1,277,600.00) each, under the terms and conditions set forth in this Agreement for the purpose of retaining construction document development and design services, including but not limited to architectural, engineering, acoustical, cost estimation, and construction management services. The Cities' offer to provide funds and the crediting under the terms of this Agreement shall not be construed as the Cities' approval of an Approved Project; such approval shall be by separate action.
- b. The City of Allen "Allen" will administer the funding provided herein and services that are approved by the ACC Board of Directors for the construction document development and design services described in II.a. The City of Plano "Plano" and the City of Frisco "Frisco" shall provide funding for their share of services described in this Agreement upon receipt of a copy of the vendor's invoice from Allen. The forwarding of the invoice copy to Plano and Frisco represents that, to the best of Allen's knowledge, the services and/or goods, and expenses that are described in the invoice are valid and have been reviewed by the ACC Treasurer, President, or Executive Director. Plano and Frisco shall make payment to Allen within fifteen (15) days of receipt of invoice and Allen shall pay the invoice within fifteen (15) days of receipt of funds from each City.
- c. Allen agrees to make all accounting records, transactions and reports, including audit reports, related to the construction document and final design services available for inspection and copying by either Frisco or Plano during normal business hours.

III. CREDIT TO CITIES

In consideration of Plano, Frisco, and Allen each providing up to an additional ONE MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$1,277,600.00) of bond funds for this Agreement, the parties agree that upon all Cities entering into a Contribution Agreement for an Approved Project as set forth in Article II, section 2 of the Interlocal, and this event occurs not later than October 1, 2007, Plano, Frisco and Allen shall each receive a credit for its capital contribution for the Approved Project in the amount it has furnished under this Agreement.

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IV. TERMINATION

Any party may terminate this Agreement by providing thirty (30) days written notice to the other parties at the addresses shown in the Notice Provision; the right to inspect and copy records shall survive the termination of this Agreement.

V. IMMUNITY

In the execution of this Agreement, neither party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VI. NOTICES

Unless otherwise instructed in writing, each party will send all contractual notices or communications to the other party at the following respective address:

CITY OF PLANO, TEXAS
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Thomas H. Muehlenbeck, City Manager

CITY OF FRISCO, TEXAS
6101 Frisco Square Blvd.
Frisco, Texas 75034
Attn: George Purefoy, City Manager

CITY OF ALLEN, TEXAS
305 Century Parkway
Allen, Texas 75013
Attn: Peter H. Vargas, City Manager

VII. ENTIRE AGREEMENT OF PARTIES

This Agreement supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject-matter of this Agreement. Any other agreement, statement, or promise that is not contained in this contract is not valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this Agreement through an executed written instrument.

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EXHIBIT D
PAGE 3 OF 5

VIII. SEVERABILITY OF PROVISIONS

In the event a term, condition, or provision of this Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the parties agree that such term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.

IX. GOVERNING LAW / VENUE

The laws of the State of Texas govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. The parties agree that exclusive venue shall lie in Collin County, Texas.

X. WAIVER

Neither party may waive any covenant or condition of this Agreement without the express written consent of the other party. Failure by either party to enforce a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of such provision.

XI. EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of any signatory.

SIGNED AND EXECUTED on the dates indicated below

CITY OF PLANO, TEXAS

Date: 10/06/06

BY: *Thomas H. Muehlenbeck*
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

Q-28

CITY OF FRISCO, TEXAS

Date: 10-5-06

BY: *George Purefoy*
George Purefoy
CITY MANAGER

APPROVED AS TO FORM:

Julie Y. Fort
Richard Abernathy, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: 10/10/06

BY: *Peter H. Vargas*
Peter H. Vargas
CITY MANAGER

APPROVED AS TO FORM:

Peter G. Smith
Peter G. Smith, CITY ATTORNEY

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EXHIBIT D
PAGE 5 OF 5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal <i>pc</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Legal		Initials	Date	
Department Head	Diane Wetherbee		Executive Director <i>[Signature]</i>	6/6/07	
Dept Signature:	<i>[Signature]</i>		City Manager		
Agenda Coordinator (include phone #): Lynne Joes - 7109					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED SAADI DARVISH AND MINOU DARVISH V. CITY OF PLANO AND PLANNING & ZONING COMMISSION, CAUSE NO. 4:07CV105, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This resolution approves the settlement agreement between Saadi Darvish and Minou Darvish and the City of Plano with regard to the lawsuit filed against the City by the Darvishes.

List of Supporting Documents:
n/a

Other Departments, Boards, Commissions or Agencies
n/a

R-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED SAADI DARVISH AND MINOU DARVISH V. CITY OF PLANO AND PLANNING & ZONING COMMISSION, CAUSE NO. 4:07CV105, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is pending in the United States District Court for the Eastern District of Texas, Sherman Division, a lawsuit styled Saadi Darvish and Minou Darvish v. City of Plano and Planning & Zoning Commission, Cause No. 4:07cv105 ("Lawsuit"); and,

WHEREAS, the parties have agreed to settle the Lawsuit subject to approval of the City Council; and,

WHEREAS, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement and that the City Manager or his designee shall be authorized to execute any and all documents necessary to consummate the settlement.

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

Section I. City Council approves the settlement of this Lawsuit as shown in the attached Exhibit "A" upon the terms and conditions stated in the Settlement Agreement entered into by the parties.

Section II. The City Manager or his designee is hereby authorized to execute any and all documents necessary to consummate the settlement.

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

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

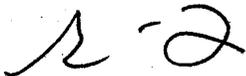
Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Plaintiffs Saadi Darvish and Minou Darvish ("Plaintiffs") and Defendant City of Plano ("City") effective as of the date last acknowledged below.

WITNESSETH:

WHEREAS, on or about February 15, 2007, Plaintiffs commenced an action against the City, which is now pending in the United States District Court for the Eastern District of Texas, Sherman Division, Cause No. 4:07-cv-105, on the docket of said court ("Lawsuit"); and

WHEREAS, the City timely filed an Answer in the Lawsuit denying the allegations contained in the Plaintiffs' Complaint; and

WHEREAS, there is a pending criminal code violation in Plano Municipal Court, Citation No. M31908 for a fence height violation against the Darvishes located at 6621 Muirfield Circle, Plano, Collin County Texas [Prestonwood Country Club Estates, Block A, Lot 6]; and

WHEREAS, Plaintiffs and the City, without the admission of liability on the part of any party, the same being expressly denied, and in order to avoid the expense, inconvenience and uncertainties of further litigation, desire (1) a temporary settlement of all claims asserted and assertable by Plaintiffs against the City in the Lawsuit, (2) a temporary settlement of all claims asserted by the City against Plaintiffs in the Lawsuit, and (3) a dismissal without prejudice of the Lawsuit and criminal citation in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises, agreements, covenants, and provisions herein contained, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties hereto that the parties' claims shall be settled and compromised in full upon the following terms and conditions:

1. **Approval of City Council.** This Agreement is conditioned upon, and subject to, approval by the Plano City Council.
2. **No Civil or Criminal Enforcement for two (2) Years.** The City agrees not to pursue any code violations or civil or criminal enforcement for violation of any law relating to fence height restrictions for two (2) years against the owner of the property at 6621 Muirfield Circle, pending Plaintiffs' efforts to achieve satisfactory resolution of the safety issue arising out of the golf ball problem with the Prestonwood Country Club, and the City will dismiss the current citation No. M31908 that is pending in Plano Municipal Court.
3. **Dismissal without Prejudice.** Upon the full execution and delivery of this Agreement, all pending claims and counterclaims of the parties, including the citation for an alleged criminal violation filed by the City against the Plaintiffs, will be dismissed without prejudice.

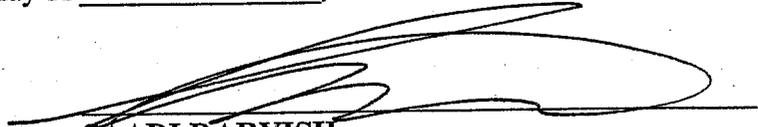
4. **Tolling of Statute of Limitations.** Both parties agree to the tolling of any applicable statute of limitations for two (2) years from the effective date of this Agreement so that neither party's claims in the pending lawsuit or criminal citation are prejudiced by this Agreement.

5. **Action against Prestonwood Country Club.** Plaintiffs will begin their action for relief against Prestonwood Country Club promptly and vigorously, and continue to pursue relief against Prestonwood Country Club for the duration of this Agreement until resolved. In the event the dispute is not resolved within two (2) years from the date of this Agreement each party may renew any claims or actions including criminal enforcement.

6. **Waiver of Immunity.** The City agrees to waive immunity with respect to this Agreement and its enforceability but does not waive immunity regarding the substantive issues of any underlying claims.

7. **Effective Date.** This Agreement shall be effective on the date of the last signature.

EXECUTED as of the _____ day of _____, 2007.


SAADI DARVISH


MINOU DARVISH

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck, City Manager

2-4

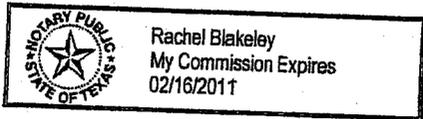
ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me this 4th day of June, 2007, by SAADI DARVISH.

Rachel Blakeley
Notary Public, State of Texas



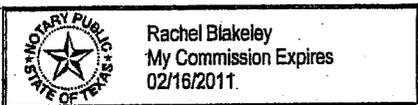
My commission expires:
2-16-11

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me this 4th day of June, 2007, by MINOU DARVISH.

Rachel Blakeley
Notary Public, State of Texas



My commission expires:
2-16-11

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day of _____, 2007, 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

My commission expires:

2-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <i>EE</i>	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <i>AM</i>	<input type="checkbox"/> Not Applicable	
Department:	Public Safety Communications			Date	
Department Head	Ronald Timmons	Executive Director	<i>BT</i>	5/31/07	
Dept Signature:	<i>Erin Carr</i>	City Manager	<i>[Signature]</i>	5/31/07	
Agenda Coordinator (include phone #): Mark Theurer, x7928					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, TX, approving the purchase of ErgoPower Dispatch Console Furniture from XYBIX Systems, Incorporated, a sole-source provider; authorizing the City Manager or his designee to take such action as necessary to effectuate the purchase; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	80,000	0	80,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-65,425	0	-65,425	
BALANCE	0	14,575	0	14,575	
FUND(S): WIRELESS FEES FUND					
COMMENTS: Funding for this item is available in the Wireline Fees fund balance. The remaining funds will be used for other furniture and fixture items.					
STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff requests Council approval to purchase ErgoPro Dispatch Console Furniture from XYBIX Systems, Incorporated, a sole-source provider. This purchase represents furniture for 9-1-1 calltaking personnel and will match existing stock of furniture in the Public Safety Communications department.					
List of Supporting Documents: Sole Source Letter, Quote		Other Departments, Boards, Commissions or Agencies			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF THE "ERGOPOWER DISPATCH CONSOLE FURNITURE", FROM XYBIX SYSTEMS, INC.; A SOLE-SOURCE PROVIDER, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a quote by XYBIX Systems Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Quote"); and,

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

WHEREAS, the City of Plano, Texas desires to purchase ErgoPower Dispatch Console Furniture from XYBIX Systems Inc.; and,

WHEREAS, XYBIX Systems, Inc. is the current provider of the City of Plano Public Safety Communications department's current furniture and is the sole-source provider for ErgoPower Dispatch Console Furniture which would match existing stock of the department's furniture.

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 XYBIX Systems, Incorporated has the exclusive ability to provide the ErgoPower Dispatch Console Furniture, and that the expenditure authorized hereunder, is exempt from the competitive bid requirements as a sole source, as provided in Texas Local government Code, Section 252.022(a)(7).

Section II. The City Council authorizes the City Manager or his designee is to take such action and execute such documents as necessary to effectuate the purchase of the ErgoPower Dispatch Console Furniture, not to exceed the sum of \$65,425.00 from XYBIX Systems Inc.

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

S. J.

DULY PASSED AND APPROVED this the 11th day of June, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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QUOTATION

Quote Number: 4722

Quote Date: 04/02/07

Page: 1

XYBIX Systems, Inc.
 8160 Blakeland Dr. Unit G
 Littleton, CO 80125
 303-683-5656, 303-683-5454 fax

B City of Plano
 1520 Avenue K
 Plano, TX 75074
I
L
L

S City of Plano
 1520 Avenue K
 Plano, TX 75074
H
I
P ATTN: Susan Carr

Entered By: MRC	RFQ Number: REV.15 UPGRADE
Location:	Ship Via: TRUCK
Account Cd: PLANO	Taxable: N
Salesperson: 0	Pmt Terms: 25%/65%/10%

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
	1.00	12241	Panel Enclosure System	\$13,305.0000	EA	\$13,305.00	04/02/07
	6.00	11064	ErgoPower X4+ Table Base	\$2,883.0000	EA	\$17,298.00	04/02/07
	5.00	10640	Worksurface 60 x 60 X4+	\$330.0000	EA	\$1,650.00	04/02/07
	1.00	10893	Worksurface 72 x 36 X4+	\$330.0000	EA	\$330.00	04/02/07
	8.00	12032	Worksurfaces All Sizes	\$136.0000	EA	\$1,088.00	04/02/07
	5.00	12562	2 CPU Cabinet 18" Wide	\$240.0000	EA	\$1,200.00	04/02/07
	1.00	12565	4 CPU Cabinet 42" Wide	\$350.0000	EA	\$350.00	04/02/07
	1.00	10021	Rackmount 2 High Base Sloped	\$195.0000	EA	\$195.00	04/02/07
	5.00	12777	Open Phone Shelf	\$80.0000	EA	\$400.00	04/02/07
	2.00	11867	Ped Fixed 12,12 Drawers 22"d	\$399.0000	EA	\$798.00	04/02/07
	1.00	10997	Ped Mobile 3,6,12 Drawers 22"d	\$345.0000	EA	\$345.00	04/02/07
	1.00	12425	Ped Fixed 12,12 W/Bookcase	\$475.0000	EA	\$475.00	04/02/07
	6.00	10117	Personal Climate Controls	\$1,895.0000	SET	\$11,370.00	04/02/07
	6.00	12422	Task Light - Jolt Turbo	\$195.0000	EA	\$1,170.00	04/02/07
	2.00	10005	Table Leg - E-Leg - Black Tex	\$34.0000	EA	\$68.00	04/02/07
	18.00	10823	Data Port Escutcheon & Grommet	\$12.0000	EA	\$216.00	04/02/07
	25.00	12616	Ext. Cable 20' VGA High Qualit	\$45.0000	EA	\$1,125.00	04/02/07
	14.00	10744	Ext. Cable 15' PS2 Keyb/Mouse	\$13.0000	EA	\$182.00	04/02/07
	24.00	11792	Power Bar - 10 Outlet Belkin	\$60.0000	EA	\$1,440.00	04/02/07
	6.00	11682	Cable Management Kit X4+	\$278.0000	EA	\$1,668.00	04/02/07
	1.00	10146	Installation Trip To Move The Existing Furniture & Install All New Furniture	\$9,375.0000	LT	\$9,375.00	04/02/07

Quote is based on non-union labor rates
 Quote is good for 180 days

Subtotal:	\$64,048.00
Sales Tax:	\$0.00
Freight:	\$1,377.00
Total:	\$65,425.00

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XYBIX Systems, Inc.

ErgoPower Dispatch Console Furniture

The rationale for the purchase of ErgoPower Dispatch Console Furniture is a combination of factors which relate to the performance of the product in the intense, stressful high pressure working environment of an E-911 Communications Center. ErgoPower Dispatch Consoles are designed to provide the most comfortable and least stressful work environment possible.

Listed in order of importance are critical areas of performance:

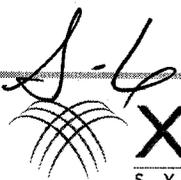
- I. **Ergonomics - Adjustment Range** - XYBIX is the only Dispatch Console manufacturer to fully meet the monitor and keyboard positioning guidelines established by the Human Factors and Ergonomics Society in their *American National Standard for Human Factors Engineering of Visual Display Terminal Workstations and its most recent revision BSR/HFES 100 - March 31, 2002*. This is especially critical at the lowest monitor settings to enable the 5th percentile seated female user to view large monitors (21") at proper view angles of -15° to -20° downward from horizontal eye level.
- II. **Ergonomics - I-Fit[®] Computer Control Software** - XYBIX is the only Dispatch Console manufacturer to offer a software product which can properly position every user at any console - either seated or standing - automatically at the click of a mouse. This is particularly important because it is completely effortless to the user and it removes the issues of motivation and retention of training from the goal of getting all your valuable employees in their most comfortable and stress - free working postures. I-Fit[®] was developed internally by XYBIX and patents are pending on several aspects of its function.
- III. **Strength and stability of the console - Keyboard/Input surface** - The input surface of a dispatch console is the primary interface with the user and must be strong and stable even at full extension. XYBIX input surfaces are not "hung" from the monitor surface, but are supported by their own set of lifts which transfer all loads directly to the floor. XYBIX input surfaces can lift 300 lbs. and can support a 500 lb. static load. This is important because users will often abuse the product by leaning or sitting on it. Some larger users use the input surface as an aid in standing. No "keyboard hanging mechanism" also means that there is a clear and clean knee space with no obstructions.
- IV. **Strength and stability of the console - Monitor Surface** - The monitor surface must be capable of supporting up to six monitors while retaining its stability at full extension. This is particularly important in areas subject to seismic activity.
- V. **Ease of access to electronic equipment** - Electronic equipment must be positioned in such a way as to permit easy access for re-booting or service of CPU's without removing panels or crawling under the console in the dark. XYBIX designs all electronics cabinets with roll-out shelves for up front easy access and built-in positive ventilation to keep equipment cool. This makes service easier for both your "techs" and outside contractors.



8160 Blakeland Dr. Unit G • Littleton CO 80125
800-788-2810 • 303-683-5454 fax
www.xybix.com

A-5

- VI. **Wire Management - Panel Enclosure** - The XYBIX panel enclosure is designed to act as a supplemental raceway which provides easy access and separation of hi voltage electrical power from category 5e / 6 cabling and RF cabling as well. Panel Top cap can be removed for instant access to a wire raceway. Future equipment cabling can be added in minutes without disrupting the function of the communication center. This is important because ease of access in the panel enclosure means that fewer "taps" into the floor are required and the interior of the system can also be used for mounting accessory boxes for TDD's and other equipment.
- VII. **Wire Management - Console** - All XYBIX consoles are equipped with a 3" x 4" "J" channel around the back of the monitor surface which is useful for managing cords and transformers from monitors, task lights and other desktop equipment. Cables can be simply "laid in" with no requirement for zip ties or Velcro retention straps. All cables from the input surface to the monitor surface **and** from monitor surface to CPU cabinet or panel enclosure are housed in an easy access "energy chain". This feature prevents random cables hanging under the console and assures proper cable bend radii are maintained, yet still allows easy access for service.
- VIII. **Wire Management - CPU Cabinets** Wires and cables in CPU cabinets must be managed so as to avoid entanglement when CPU shelves are moved in and out. XYBIX's flexible cable management arm keeps all cables securely attached and allows the CPU's to be moved in and out while keeping cables organized. Space below the cabinet is available for storage of excess cable length.
- IX. **Panel Enclosure** - Panels need to be *horizontally modular* in no more than 6" increments in order to best fit into existing space. Panels should also be *vertically modular* - with 18" "stack-ons" - so as to allow for future changes, addition of glass panels or need for separation of functions. Panels should also be of *non-combustible construction* and utilize "Class A" Flamespread rated finishing materials. The panel enclosure serves as a sight barrier, a sound blocker / absorber and as a raceway for electrical and cabling services - it should be easy to assemble, move and service while meeting all industry standards.
- X. **Rollervision** - Rollervision is a focal depth adjuster for LCD monitors. Rollervision is a vital component of a total ergonomic solution. Monitors are arranged to maintain equal focal depths, yet be simultaneously adjusted fore and aft up to 12" with a single easy motion. Rollervision has many different mounting arrangements and can hold up to 8 monitors in a double stacked configuration. This unique product was invented by XYBIX and is only available as a part of the XYBIX total solution.
- XI. **Indoor Air Quality (IAQ)** is an issue that both private and governmental entities must incorporate into their planning for new and renovated facilities. Reduced emissions from office and institutional furnishings are a key component of "green" construction techniques. Nine states have already mandated green construction for all public buildings and the Business and Institutional Furniture Manufacturers Association (BIFMA) in conjunction with the EPA is in the final canvass stage of a new national furniture emissions standard. It is only prudent for manufacturers to begin the process of changing their products to minimize or eliminate harmful emissions. All adhesives used in XYBIX products have been changed to water based products with low or no VOC emissions. Wood core materials with no added formaldehyde are available for a small upcharge. Any manufacturer can and should take the same steps, the only question is the strength of their commitment to Indoor Air Quality.



XYBIX
S Y S T E M S I N C.

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800-788-2810 • 303-683-5454 fax
www.xybix.com

- XII. **Collision Detection Technology** – User safety is a critical component of console design. Any moving surface has the potential for entrapment of hands, arms or equipment if it is inadvertently run up or down onto a fixed object. XYBIX Collision Detection Technology (CDT) incorporates sensing devices which will immediately stop and reverse 5 cm if any unusual load is detected. This technology works when the surface is moving up or down and works on both the monitor and the keyboard surface. CDT technology is far superior to a “safety bar” which only works on the keyboard surface under the kneespace and only in the down direction.
- XIII. **Product Matches existing XYBIX Furniture** – Plano already has XYBIX furniture and the additional stations will connect to and match the looks of the existing furniture. Visitors will see the consistency and dispatchers will appreciate the like functionality between old and new stations, reducing learning time and time to transition between furniture.

Factory Design / Installation / Service - The needs of an E-911 Communication Center are extremely diverse and complicated. The requirement to successfully integrate the sophisticated electronics / radio package and all the specialized electrical service and computer cabling / connections into an ergonomically correct, dispatcher friendly furniture product takes an experienced and coordinated team. True professionalism is achieved only by years of experience and coordinated control of all elements from space / equipment planning to manufacturing to shipping to jobsite coordination with other vendors and installation expertise. The best results cannot be achieved with “Manpower” type labor or even an occasional install by a Dealer. XYBIX’s reputation relies on satisfactory results every day on every project.



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800-788-2810 • 303-683-5454 fax
www.xybix.com

A-7



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/11/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Public Safety Communications			Date	
Department Head	Ronald Timmons	Executive Director	5/31/07		
Dept Signature:	<i>Susan Carr</i>	City Manager	5/31/07		
Agenda Coordinator (include phone #): Mark Theurer, x7928					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, TX, approving the purchase of 13 SMARTNET radios (for the Plano Police Department) from Motorola Communications and Electronics, Incorporated, a sole-source provider; authorizing the City Manager or his designee to take such action as necessary to effectuate the purchase; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	64,657	0	64,657
Encumbered/Expended Amount		0	-9,773	0	-9,773
This Item			-37,187	0	-37,187
BALANCE		0	17,697	0	17,697
FUND(s): GENERAL FUND					
COMMENTS: Funds are included in the 2006-07 adopted budget for the purchase of radios for various Police Department vehicles. The balance of funds will be used for other Police Department radios.					
STRATEGIC PLAN GOAL: Equipment purchase relates to the City's Goal of "Service Excellence."					
SUMMARY OF ITEM					
Staff requests Council approval to purchase a total of 13 (5 Mobile and 8 Portable) SMARTNET radios from Motorola Communications and Electronics, Incorporated, a sole source provider. This purchase represents Police Department radios approved in the FY06/07 budget process.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Sole Source Letter, Quote					



MOTOROLA

March 13, 2007

City of Plano, Texas
Attn: Public Safety Communications
Plano, Texas

Jim,

Thank you for your interest in additional Motorola radio equipment for your public safety departments at The City of Plano. Below you will find the pricing information you requested.

Qty.	Description	Unit Price	Extended
5	M20URS9PW1-N,XTL5000 Mobile	1,227.00	6,135.00
5	G241, Astro Ready/Analog Operation	0	0
5	G50, SmartNet Software Package	984.00	4,920.00
5	G174, 3db gain mobile antenna	35.00	175.00
5	W22, standard palm microphone	59.00	295.00
5	B18, 5 watt auxiliary speaker	49.00	245.00
5	G442AB, Control Head Software	354.00	1,770.00
5	G444AA, "05" Control Head	0	0
5	G610, 30' Remote Mount Cable	25.00	125.00
5	G67, Remote Mount Configuration	<u>250.00</u>	<u>1,250.00</u>
	Total	2,983.00	14,915.00
8	H18UCF9PW6-N, XTS5000 Portable	1,726.00	13,808.00
8	Q241, Analog Operation	0	0
8	H37, SmartNet System Software	960.00	7,680.00
8	WPLN4111AR, Charger	<u>98.00</u>	<u>784.00</u>
	Total	2,784.00	22,272.00

Regards,

MOTOROLA, Inc.
Becky Smartt
Account Manager

t-2



MOTOROLA

January 3, 2007

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

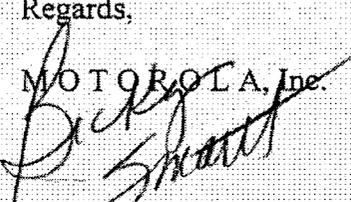
Jim,

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

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

Regards,

MOTOROLA, Inc.


Becky Smartt

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

t-3

RESOLUTION NO. _____

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

WHEREAS, Motorola Communications and Electronics, Inc ("MCE") provided the City's 800 MHz Trunked Radio System, which requires the use of SmartNet equipped 800 MHz radios and Motorola SmartNet proprietary software; and,

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

WHEREAS, the City Council thus finds that the SmartNet equipped 800 MHz radios are available only from one source, MCE, and therefore are exempt from competitive bid as provided by Section 252.022(a)(7) of Local Government Code; and,

WHEREAS, the City Council approves the purchase of SmartNet mobile and portable radios from MCE, and authorizes the City Manager or his designee to take such action and executes such documents as necessary to effectuate the purchases.

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

Section I. The City Council hereby finds that MCE has exclusive proprietary and distribution rights for SmartNet 800 MHz mobile and portable radios, thereby making MCE a sole-source provider of the equipment the City of Plano wishes to purchase, is exempt from the competitive bid requirements as a sole source, as provided in Texas Local government Code, Section 252.022(a)(7).

Section III. The City Council authorizes the City Manager or his designee is hereby authorized to take such action and execute documents as necessary to effectuate the purchase of the Motorola SmartNet mobile and portable radios, in an amount not to exceed \$37,187.00.

Section IV. This resolution shall become effective immediately from and after its passage.

t-4

DULY PASSED AND APPROVED this the 11th day of June, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

6-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <u>June 11, 2007</u>		Reviewed by Legal <i>W's</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration		Initials	Date	
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	<u>6-4-07</u>	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	<u>6/4/07</u>	
Agenda Coordinator (include phone #):		Mary Ann Dunnavant - Ext. 4208			

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

CAPTION

Authorizing the purchase of specialized online database library materials for Plano Public Library System in the amount of \$34,650 from *infoUSA*, a sole source supplier of such materials; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: FY 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	286,500	0	286,500
Encumbered/Expended Amount	0	-187,844	0	-187,844
This Item	0	-34,650	0	-34,650
BALANCE	0	64,006	0	64,006

FUND(S):

COMMENTS: Funds are included in the 2006-07 Library Technical Services Department. This item, in the amount of \$34,650, will leave a current year balance of \$64,006 for other Plano Public Library System publication materials.

STRATEGIC PLAN GOAL: Online Database library materials relate to the City's goal of "Premier City in Which to Live" and "Service Excellence."

SUMMARY OF ITEM

This request is for the purchase of specialized online database library materials that can be provided only by *infoUSA*. Since there is no other source for these materials, approval is requested for purchase of materials under Section 252.022 (a)(7)(E) from *infoUSA* as a sole source purchase in the amount of \$34,650. These materials will be allocated to and shared by all libraries within the Plano Public Library System.

<p>List of Supporting Documents:</p> <ol style="list-style-type: none"> 1. Memo from Julie Torstad dated May 15, 2007 2. Sole Source Letter from <i>infoUSA</i> 	<p>Other Departments, Boards, Commissions or Agencies</p>
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26-1



City of Plano
Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327
Fax: 972.769.4121

Memorandum

Date: May 15, 2007
To: Mary Ann Dunnivant
From: Julie Torstad
Subject: *infoUSA* Online Database Renewal

Please request approval from City Council for the renewal of the *infoUSA* online business database from *infoUSA*. *infoUSA* has exclusive publishing rights for the specialized online database. The estimated cost for the 2007 subscription is \$34,650.00. The funds will be taken from 682.6203.

Thanks.

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InfoUSA Marketing, Inc.
Library/Government Products Division
5711 So. 86th Circle PO Box 3603 Omaha, Nebraska 68103
1717 Pennsylvania Avenue Washington, D.C. 20006
Phone: 888/808-1113 Fax: 402/537-7783
e-mail: Kam.Draper@infousa.com
infoUSA EIN: 47-0794710

05/15/07

Plano Public Library
2501 Coit RD
Plano, TX 75075

Attn: Julie Torstad

Thank you for choosing *infoUSA* as the provider of *infoUSA*'s proprietary databases via ReferenceUSA, our Internet reference delivery service. We greatly appreciate your business and know you will find our information to be an extraordinary tool for locating businesses and households around the country.

infoUSA is the sole source provider of, ReferenceUSA, our Internet delivery service, providing access to *infoUSA*'s proprietary business and residential databases.

If you have any questions or comments please feel free to contact us at 800-808-1113 x 3760.

Respectfully,

A handwritten signature in cursive script that reads "Shannon Slobotski".

Shannon Slobotski
Vice President Sales
ReferenceUSA- a division of infoUSA
2200 Abbott Dr. Carter Lake, IA 51510
800-808-1113 ext. 6769
Shannon.Slobotski@infousa.com

U-3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF SPECIALIZED ONLINE DATABASE LIBRARY MATERIALS FOR PLANO PUBLIC LIBRARY SYSTEM IN THE AMOUNT OF \$34,650 FROM *INFOUSA*, A SOLE SOURCE SUPPLIER OF SUCH MATERIALS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas desires to purchase specialized online database library material through a License Agreement with *infoUSA* (see Exhibit "A") to be available to the citizens of Plano and other users of the Plano Public Library System; and

WHEREAS, *infoUSA* is a publishing company that has exclusive publishing rights for specialized online database library materials; and since these materials are available only through a sole source which is *infoUSA*, the purchases are exempt from competitive bid as provided for in Section 252.022(a)(7)(E) of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Plano is of the opinion that the specialized online database library materials to be purchased by the City of Plano are available from only one source which is *infoUSA* and therefore, is exempt from competitive bid; and

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

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 *infoUSA* is the publisher with exclusive distribution rights to the specialized online database library materials to be purchased by the City of Plano and is, thus, the sole source

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for such materials. Consequently, the purchase of such materials is exempt from competitive bid as a sole source as provided for in Section 252.022(a)(7)(E) of the Texas Local Government Code.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of these specialized online database library materials not to exceed \$34,650.00 from *infoUSA*, a sole source supplier for the online database materials.

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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ReferenceUSA Division
 Phone: 800-808-1113
 Fax: 402-596-7688

RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): August 1, 2006

Effective Date of Renewal ("Renewal Effective Date"): August 1, 2007

	CLIENT	infoUSA
Full Company Name	Plano Public Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	2501 Coit Rd. Plano, TX 75075	5711 South 86 th Circle Omaha, NE 68127
Main Business (billing) Telephone Number	972-769-4250	402-593-4500
Main Contact Name	Julie Torstad	Kam Draper
Main Contact Phone Number	972-769-4250	800-808-1113 ext. 3760
Main Contact Email Address	juliet@plano.gov	kam.draper@infousa.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 th Circle Omaha, NE 68127

This "Renewal" is entered into as of Renewal Effective Date by and between the parties listed above in accordance with the terms of the License Agreement dated as of the Effective Date listed above (the "Agreement").

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.
2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter this Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay infoUSA an annual Fee of **\$34,650** within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees listed in Schedule A to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

4. **Authorized Use:** Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
X	ReferenceUSA™ - US Businesses		X	X	X
X	ReferenceUSA™ - US Residents		X	X	X
X	ReferenceUSA™ - US Health Care Providers		X	X	X
	ReferenceUSA™ - Canadian Businesses				
	ReferenceUSA™ - Canadian Residents				
	TechUSA™				
	FindUSA™				
	American Business Disc				
	Government PowerFinder™				
	American Manufacturers Disc				
	American Big Businesses Disc				
	Texas Business Directory				
	Big Business Directory				
	Number of Prints/Downloads for Internal Access		50		
	Number of Prints/Downloads for Remote Access		10		
	Number of Authorized Users				

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Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

*Remote Access for public libraries is for patrons' personal non-commercial use only.

Account Access Description & Special Terms (if applicable):

5. Except as set forth in this Renewal, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Plano Public Library, CLIENT

infoUSA, VENDOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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C



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory
Council Meeting Date: 06/11/2007		Reviewed by Budget <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
		Reviewed by Legal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Police Department	
Department Head	Gregory W. Rushin	Executive Director <i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>	City Manager <i>[Signature]</i>
Agenda Coordinator (include phone#): Pam Haines, Ext 2538		

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

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a quote by and between the City of Plano and Motorola, the sole source provider of Police mobile data computers; authorizing its execution by the City Manager or his designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,037,897	0	2,037,897
Encumbered/Expended Amount	0	-1,019,407	0	-1,019,407
This Item	0	-894,834	0	-894,834
BALANCE	0	123,656	0	123,656

FUND(S): TECHNOLOGY FUND (62) \$870,818; GENERAL FUND (01) \$49,009; POLICE ERF (071) \$400,000; PUBLIC SAFETY TECH FUND (06) \$450,000; PROPERTY & LIABILITY LOSS FUND (065) \$40,000; CRIMINAL INVESTIGATION FUND (12) \$190,570. TOTAL PROJECT FUNDS \$2,037,897.

COMMENTS: Funds are included in the 2006-07 Budget for the Police Department DVR and MDC replacement project. The remaining funds will be used for other phases of the project.

STRATEGIC PLAN GOAL: Replacement of Digital Video Recorders and Mobile Data Computers relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends the City Council find and determine that Motorola is the sole source provider of the support, maintenance, upgrade and update services for the Voice and Data Communication system utilized in all Police vehicles and, thus, the purchase of such Mobile Data Computers is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022(a)(7).

List of Supporting Documents: Resolution, Memo, Exhibit "A"	Other Departments, Boards, Commissions or Agencies
--	--

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

MEMORANDUM

DATE: May 9, 2007
TO: Gregory W. Rushin, Chief of Police
FROM: Barbara A. Smith, Administrative Manager
SUBJECT: Mobile Data Computers Council Agenda Item

The Plano Police Department has been utilizing mobile data computers in its patrol fleet since 1985. The existing Motorola MW-520 computers have exceeded their scheduled replacement time and will not be compatible for use with the new Northrop Grumman Automated Field Reporting system. In March 2003, the Police Records Management System came online as part of the Public Safety Technology Project. The Automated Field Reporting System is anticipated to be complete in July 2007. Replacement of the mobile digital computers is necessary to implement field reporting,

The Police Department's Five-Year Strategic Plan called for replacement of the mobile data computers in fiscal year 2005/2006. This included replacement of both MDCs and mobile video recorders (MVRs). The upgrading of the MDC hardware will also enable us to integrate controls for the new mobile digital computers into the desktop application on the MDCs.

In the FY 2006/2007 budget, \$2,037,897 is authorized to replace both mobile data computers (MDC) and mobile video recorders with digital video recorders (DVR). Funding sources include the Technology Fund, the Police Equipment Replacement Fund, the Public Safety Tech Fund, the Property & Liability Loss Fund, a carry forward from the Police Department's FY 2005/2006 budget, and a supplement in the FY 2006/2007 Police Budget.

We engaged members of the Department and personnel from Technology Services to help us determine the best course of action and our final solution.

This agenda item is to award a contract in the amount of \$894,834 to Motorola, Inc. to purchase 157 mobile data computers. The contract includes the units, software, uninstall of existing equipment, installation of new equipment, plus three years warranty and maintenance. This will outfit our entire marked fleet with new mobile data computers and also includes 15 spare units. The acquisition of the equipment will commence upon award.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A QUOTE BY AND BETWEEN THE CITY OF PLANO AND MOTOROLA THE SOLE SOURCE PROVIDER OF POLICE MOBILE DATA COMPUTERS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department of the City of Plano utilizes a proprietary Voice and Data Communication System developed by Motorola; and

WHEREAS, Motorola is the sole source provider of software support, maintenance, upgrade and update services for the Voice and Data Communication System utilized in all police vehicles; and

WHEREAS, the City Council has been presented a Quote from Motorola for the purchase of Police Mobile Data Computers, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Quote"); and,

WHEREAS, upon full review and consideration of the Quote and all matters attendant and related thereto, the City Council is of the opinion that the Quote should be approved, and that the City Manager or his designee shall be authorized to execute any and all documents necessary to purchase the Police Mobile Data Computers 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 finds and determines that Motorola is the sole source provider of the support, maintenance, upgrade and update services for the Voice and Data Communication System utilized in all Police vehicles and, thus, the purchase of such Mobile Data Computers 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 in his absence, an Executive Director, is hereby authorized to execute any and all documents in connection therewith

on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Quote.

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

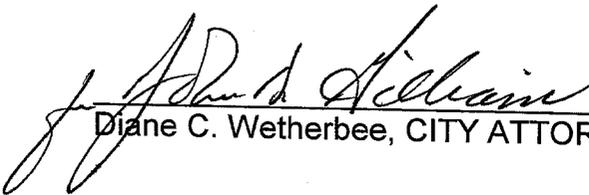
DULY PASSED AND APPROVED this _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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OLA

2410 Luna Road
Carrollton, Texas 75006
Becky Smartt 972-977-8022

Date: May. 09, 2007
Quote #:

Piano PD

EXHIBIT "A"

PREPARED FOR: **The City of Plano Police Department** Ship to
 COMPANY: **The City of Plano** Address: **Please Advise**
 PHONE: 972-941-2277 Address: **Please Advise**
 EMAIL: FAX:

Equipment Details and Pricing

Qty.	Model	Description	Unit Price	Total Price
83	FS217	MW-800	\$1,890.00	\$156,870.00
83	VA00261	Processor	\$140.00	\$11,620.00
83	VA00038	Operating System	\$175.00	\$14,525.00
83	VA000256	Memory System	\$350.00	\$29,050.00
83	VA00044	Display System	\$1,956.50	\$162,389.50
83	V75	Cable	\$52.50	\$4,357.50
83	VA00367	Drive Options	\$70.00	\$5,810.00
83	V665	Options	\$185.50	\$15,396.50
83	FTN6709	Options	\$91.00	\$7,553.00
83	V145	Options	\$315.00	\$26,145.00
83	FLN5252	Options	\$84.00	\$6,972.00
83	VA00017	Options	\$49.00	\$4,067.00
83	VA00045	Options	\$171.50	\$14,234.50
83	SVC	Service	\$456.00	\$37,848.00
38	HK1223	ML900	\$3,249.35	\$123,475.30
38	ZA00644	Display	\$194.35	\$7,385.30
38	ZA00635AA	Drive Options	\$0.00	\$0.00
38	ZA00640AB	Options	\$64.35	\$2,445.30
38	ZA00647	Options	\$174.85	\$6,644.30
38	ZA00471	Options	\$422.50	\$16,055.00
38	SVC	Service	\$0.00	\$0.00
36	HK1223	ML900 Laptop Ruggedized Notebook PC	\$3,249.35	\$116,976.60
36	ZA00644	Add: 12.1" XGA High Contrast Transmissive Touch Screen	\$194.35	\$6,996.60
36	ZA00635AA	Add: 80G HDD	\$0.00	\$0.00
36	ZA00640AB	Bluetooth	\$64.35	\$2,316.60
36	ZA00647	Add: Backlit Full Travel Keyboard	\$174.85	\$6,294.60
36	ZA00471	Add: 4.9 MotoMESH MEA Card	\$422.50	\$15,210.00
36	FTN3107	Add: MODS1200, 1200 NIT Display, Backlit Keyboard and Cable	\$1,604.80	\$57,772.80
36	SVC	Standard: 3 year warranty	\$0.00	\$0.00
157	SVC	Removal of existing MW520 and Installation of MW800/ML900 above	\$232.00	\$36,424.00

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QUOTE PAGE TOTAL
\$894,834.40

NOTES:

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal <i>ds</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director	<i>LR</i>	5-24-07
Dept Signature:	<i>LaShon Ross</i>	City Manager	<i>DM</i>	5/29/07
Agenda Coordinator (include phone #):		Daryll McCarthy #5216		

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REMOVING JPMORGAN CHASE BANK, N.A. AS TRUSTEE OF THE CITY OF PLANO, TEXAS RETIREMENT SECURITY TRUST AND APPOINTING COMERICA BANK AS SUCCESSOR TRUSTEE OF THE SAME EFFECTIVE AS OF JULY 2, 2007, AND PROVIDING AN EFFECTIVE DATE

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

To remove JPMorgan Chase as Trustee Bank for the Retirement Security Plan effective July 2, 2007 and appoint Comerica Bank as successor with the same effective date of July 2, 2007. The contract agreement with Comerica Bank was approved by City Council in January 2007.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

W-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REMOVING JPMORGAN CHASE BANK, N.A. AS TRUSTEE OF THE CITY OF PLANO, TEXAS RETIREMENT SECURITY TRUST AND APPOINTING COMERICA BANK AS SUCCESSOR TRUSTEE OF THE SAME EFFECTIVE AS OF JULY 2, 2007, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Retirement Security Trust ("Trust") requires the services of a trustee to handle the various trustee functions; and

WHEREAS, JPMorgan Chase Bank, N.A. has been serving as trustee for the Trust; and

WHEREAS, the City Council desires to remove JPMorgan Chase Bank, N.A. as Trustee of the City of Plano, Texas Retirement Security Trust and appoint Comerica Bank as Successor Trustee effective as of July 2, 2007.

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

Section I. JPMorgan Chase Bank, N.A. is hereby removed as Trustee of the City of Plano, Texas Retirement Security Trust and Comerica Bank is appointed as Successor Trustee of the same effective as of July 2, 2007.

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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C



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	06/11/07	Reviewed by Legal <i>dw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Services and Technology			Date
Department Head	Bruce D. Glasscock	Executive Director	<i>5.38.07</i>	
Dept Signature:		City Manager	<i>5/29/07</i>	
Agenda Coordinator (include phone #): Dee Dee Falls (7747)				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<p>An ordinance of the City of Plano, Texas repealing Article XI. International Relations Advisory Commission of Chapter 2. Administration of the Plano Code of Ordinances which established an International Relations Advisory Commission, adopting a new Article XI. Chapter 2 and creating the Plano Global Advisory Committee, providing a purpose therefore, providing for the appointment and terms of members, providing rules and guidelines under which the committee will function, and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>The Council established the International Relations Advisory Commission to promote and enhance international relations in the City of Plano. The City Council finds that the International Relations Advisory Commission has fulfilled its obligations and this Ordinance dissolves that Commission and creates the Plano Global Advisory Committee for the purposes of furthering the City's goals with regard to international business recruitment.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

X-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ARTICLE XI. INTERNATIONAL RELATIONS ADVISORY COMMISSION OF CHAPTER 2. ADMINISTRATION OF THE PLANO CODE OF ORDINANCES WHICH ESTABLISHED AN INTERNATIONAL RELATIONS ADVISORY COMMISSION; ADOPTING A NEW ARTICLE XI. CHAPTER 2 AND CREATING THE PLANO GLOBAL ADVISORY COMMITTEE; PROVIDING A PURPOSE THEREFORE; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS; PROVIDING RULES AND GUIDELINES UNDER WHICH THE COMMITTEE WILL FUNCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council created Article XI. Chapter 2. Administration of the Plano Code of Ordinances which established the International Relations Advisory Commission as well as the appointment and terms of members, the purpose and responsibilities of the Commission and the rules and guidelines under which the Commission would function; and

WHEREAS, the City Council finds that the International Relations Advisory Commission has fulfilled its obligations; and

WHEREAS foreign direct investment represents an important component of the City's economic strategy; and

WHEREAS, the City Council of the City of Plano, Texas recognizes the need to support and promote international relations and outreach in the City of Plano; and

WHEREAS, Plano offers a strategic location, strong infrastructure and diversified economy, which are all important criteria for foreign investment; and

WHEREAS, there is a need for a group to advise and support the Mayor, Council Members, and senior staff and, where appropriate, the Plano Economic Development Board to work to capitalize on these strengths by working with the City to receive international dignitaries, trade delegations, and potential corporate investors involved with global business concerns; and

WHEREAS, the City Council desires to repeal Article XI. Chapter 2. Administration of the Plano Code of Ordinances to dissolve the International Relations Advisory Commission and establish a new committee to further the City's goals with regard to international business recruitment.

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

XZ.

Section I. Article XI. International Relations Advisory Commission of Chapter 2. of the Plano Code of Ordinances is hereby repealed in its entirety and a new Article XI to Chapter 2 entitled "Plano Global Advisory Committee" is adopted as set out herein.

"ARTICLE XI. PLANO GLOBAL ADVISORY COMMITTEE

Sec. 231. Purpose.

The Plano Global Advisory Committee (PGAC) is hereby established to support international relations and outreach in the City of Plano. The duties include advising the City Council and supporting the City of Plano in the following areas: performing due diligence to determine the legitimacy and potential of international opportunities; assisting in coordinating and supporting international dignitary visits; and encouraging corporate and other global stakeholders to support the City's international outreach.

Sec. 2.32. Membership; Terms.

The Plano Global Advisory Committee shall consist of no more than five (5) representatives. The Plano Economic Development Board and the Plano Chamber of Commerce shall be entitled to appoint one representative each from their respective entity. The remaining members shall be appointed by the Council. The Mayor shall be responsible for assigning City staff liaison who will be an *ex officio* member. For the initial term, three (3) of the members shall serve a three-year (3) term; the remaining members shall serve a two-year (2) term. Committee members may be reappointed for an additional two-year (2) term. Terms shall expire on October 31 of each year. All members shall serve without compensation.

The Committee may establish subcommittees as it deems appropriate and the subcommittees may consist of persons who bring special expertise to the issue(s) under review. Only one (1) member of a subcommittee must be a member of the PGAC. Any other subcommittee member may reside or work in the City of Plano. The subcommittee must report directly to the PGAC.

Sec. 2.33. Officers.

A Chairperson and Vice-Chairperson shall be appointed by the Mayor for a two-year (2) term. The Committee shall also have a secretary elected by its members for a one-year (1) term. The Chairperson's duties are to run the meeting, ensure that an accurate record is kept of the meeting, and be primarily responsible for the reports made to the City Council. The Vice-Chairperson shall assist the Chairperson as needed and fulfill all obligations of the Chairperson in his

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or her absence. The secretary shall keep a record of all meetings of the Committee.

Sec. 2.34. Meetings; Quorum.

The Committee shall hold regular meetings a minimum of every four months. Special meetings may be called by the Chairperson of the Committee at any other time with notice to the Committee. A simple majority of the members shall constitute a quorum. A vote of the simple majority of the quorum shall be required for any action taken by the Committee.

Sec. 2.35. Removal; Modification and Dissolution.

All members of the Committee are subject to removal in accordance with the City Council's current policy with regard to required attendance at City board, commission, and committee meetings. Members may be removed at any time by their appointing entity with or without cause.

The City Council has the unilateral right to modify the duties and may dissolve the Committee at any time."

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

[Signature]

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	6/11/07
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager	6/14/07
Agenda Coordinator (include phone #): Irene Pegues (7198)				

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

CAPTION

An ordinance of the City of Plano, Texas, granting a permit to Andrus Water Well to supply irrigation needs at Plano East Senior High School, Plano, Texas, located at Los Rios Boulevard and Merriman Drive; authorizing the City Manager, or his designee, to execute any and all documents in connection therewith; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This is an application to drill a private well at Plano East Senior High School for irrigation purposes. The Engineering and Public Works Departments have reviewed the application and recommend approval.

List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies n/a
---	---

y-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, GRANTING A PERMIT TO ANDRUS WATER WELL DRILLING COMPANY TO DRILL A WATER WELL TO SUPPLY IRRIGATION NEEDS AT PLANO EAST SENIOR HIGH SCHOOL, PLANO, TEXAS, LOCATED AT LOS RIOS BOULEVARD AND MERRIMAN DRIVE; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 21-36 through 21-46 of the Code of Ordinances of the City of Plano, Texas (hereinafter the "Private Well Ordinance"), Andrus Water Well Drilling Company ("Andrus"), applied for a permit to drill a water well in the City of Plano, at a location more particularly described in their application attached hereto and incorporated herein as Exhibit "A"; and

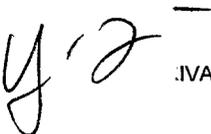
WHEREAS, the City Council has reviewed the application and determined that it meets the requirements of the Private Well Ordinance and, therefore, finds the permit should be issued to Andrus.

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

Section I. A permit to construct a private water well is hereby granted to Andrus under the following conditions:

1. The private well will be constructed at Plano East Senior High School, located at Los Rios Boulevard and Merriman Drive, as shown on the location map attached hereto as Exhibit "B" and incorporated herein by reference.
2. The depth of the well shall be approximately 1300 feet.
3. The well shall be constructed substantially according to the plans and specifications on file in the City Engineer's office which plans and specifications are incorporated herein by reference.
4. The purpose of the water well shall be to supply water for on-site irrigation only, and shall not be used for drinking water purposes.

Section II. The City Manager, or his designee, is hereby authorized to execute any and all other documents on behalf of the City of Plano that may become necessary in order to implement the terms and conditions of the granting of this permit.



Section III. This Ordinance shall become effective immediately after its passage.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ANDRUS WATER WELL DRILLING COMPANY

McKinney, Texas

May 22, 2007

TO: Plano City Council c/o Mr. Charles Davis
FROM: Andrus Waterwell Drilling Co.

RE: Permit Application Request for Irrigation Well at Plano East Senior High School for the Plano Independent School District.

The following details the specifications we will employ in drilling and constructing this irrigation well.

- (1) Mobilize drilling rig and ancillary equipment;
- (2) drill 9.5" hole to depth of Woodbine Aquifer; (approximately 1300')
- (3) set 1200' of new 6" ID steel casing;
- (4) set 100' of stainless steel screen (20,000th sieve) ;
- (5) set gravel pack; (40 sacks of #1 filter sand)
- (6) set cement sanitary seal (to 50');
- (7) develop well with high volume air surging;
- (8) set 30HP,460V, single phase, submersible motor and pump
- (9) set 800' of 2" galvanized production pipe;
- (10) set electrical cable;
- (11) develop well to produce approximately 125 gallons per minute; and
- (12) restore site to rake clean condition.

There will be no cross connection with the City Water System. Any water mains currently connected to the existing irrigation (sprinkler) system will be terminated with permanent caps.

Sincerely,

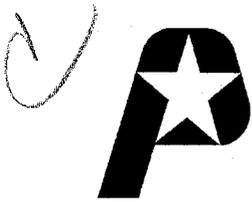
Matt Andrus, Hydrogeologist
Texas Pump Installers License #54440

WWW. USWELLDRILLING.COM

221 Randy Lee Lane, Mckinney, Texas 75070

y-4

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>6/14/07</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>6/14/07</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		

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

CAPTION

An ordinance of the City of Plano, Texas, granting a permit to MSM Investment Company Incorporated to drill a water well to supply irrigation needs at a vacant tract north of 6701 Glendenny Lane, Plano, Texas; authorizing the City Manager, or his designee, to execute any and all documents in connection therewith; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This is an application to drill a private well at a vacant tract north of 6701 Glendenny Lane for irrigation purposes. The Engineering and Public Works Departments have reviewed the application and recommend approval.

List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies n/a
---	---

Z-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, GRANTING A PERMIT TO MSM INVESTMENT COMPANY INCORPORATED TO DRILL A WATER WELL TO SUPPLY IRRIGATION NEEDS AT A VACANT TRACT NORTH OF 6701 GLENDENNY LANE, PLANO, TEXAS; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 21-36 through 21-46 of the Code of Ordinances of the City of Plano, Texas (hereinafter the "Private Well Ordinance"), MSM Investment Company Incorporated ("MSM"), applied for a permit to drill a water well in the City of Plano, at a location more particularly described in their application attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Council has reviewed the application and determined that it meets the requirements of the Private Well Ordinance and, therefore, finds the permit should be issued to MSM.

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

Section I. A permit to construct a private water well is hereby granted to MSM under the following conditions:

1. The private well will be constructed at a vacant tract north of 6701 Glendenny Lane, as shown on the location map attached hereto as Exhibit "B" and incorporated herein by reference.
2. The depth of the well shall be approximately 840 feet.
3. The well shall be constructed substantially according to the plans and specifications on file in the City Engineer's office which plans and specifications are incorporated herein by reference.
4. The purpose of the water well shall be to supply water for on-site irrigation only, and shall not be used for drinking water purposes.

Section II. The City Manager, or his designee, is hereby authorized to execute any and all other documents on behalf of the City of Plano that may become necessary in order to implement the terms and conditions of the granting of this permit.

Section III. This Ordinance shall become effective immediately after its passage.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Z-3

PRIVATE WELL PERMIT SUBMITTAL

Property Description: 5.628 Ac. - Tract 2A(1), out of the H.B. Miller Survey
Abstract No. 0835A Denton County, Texas

Physical Address of property: 6701 Glendenny Lane
Plano, Texas 75024

Owner Information: MSM INV CO INC -c/o Michael Sinacola, President
PO Box 1098 - Frisco, Texas 75034

Use: Private Irrigation

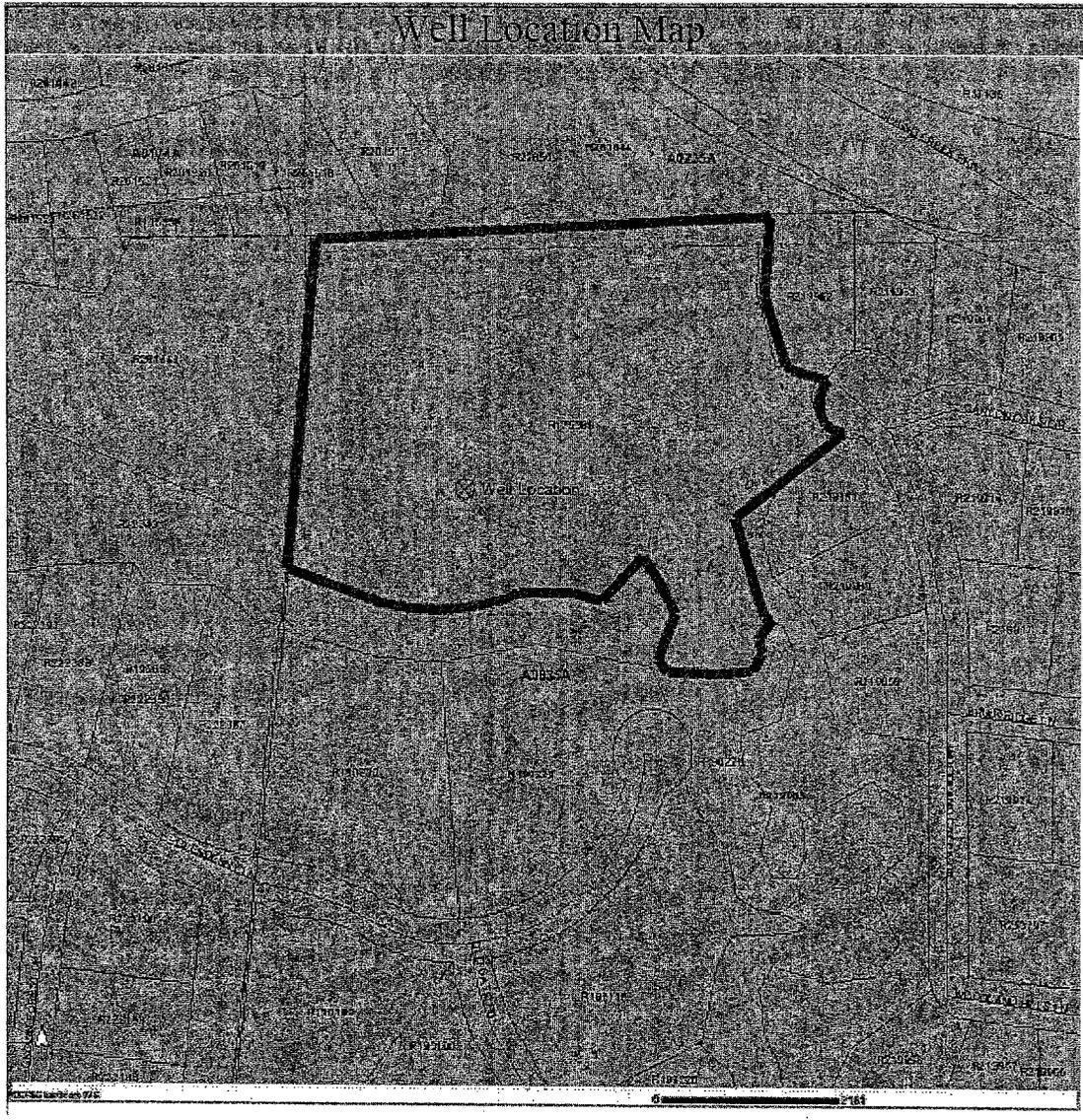
Well Location: See attachment (Exhibit "A")

Well Depth: 840'

Well Specifications: See attachment (Exhibit "B")

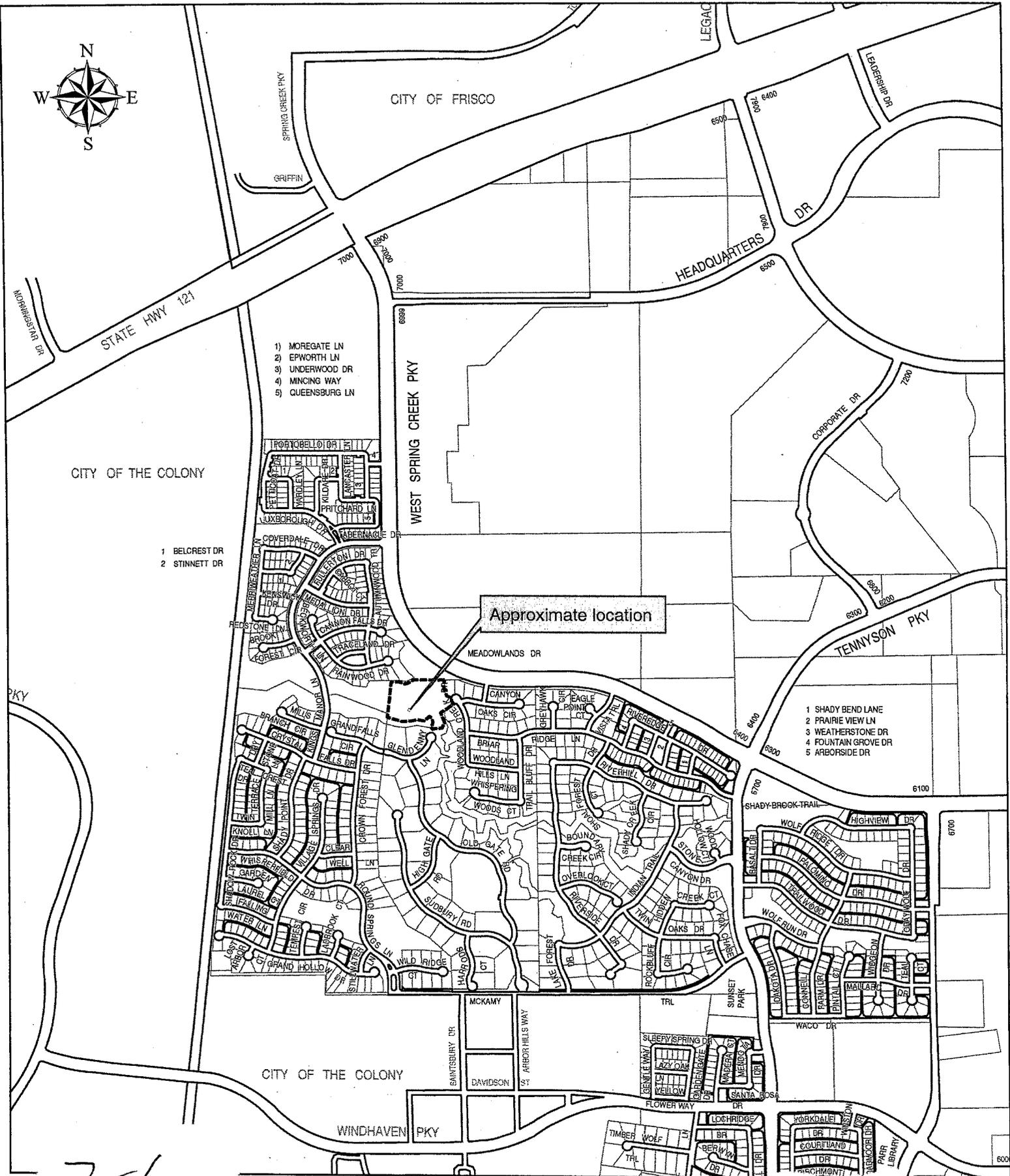
Drilling Company: Earth Tech Drilling
1647 Witt Road, #105
Frisco, Texas 75034

Z-4



7-5

PRIVATE WELL



- 1) MOREGATE LN
- 2) EPWORTH LN
- 3) UNDERWOOD DR
- 4) MINCING WAY
- 5) QUEENSBURG LN

- 1 BELCREST DR
- 2 STINNETT DR

Approximate location

- 1 SHADY BEND LANE
- 2 PRAIRIE VIEW LN
- 3 WEATHERSTONE DR
- 4 FOUNTAIN GROVE DR
- 5 ARBORSIDE DR

LOCATION MAP

05/31/07

R

DATE: May 22, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 21, 2007

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2007-10
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to amend Planned Development-65-Central Business-1 pertaining to loading dock regulations. PD-65-CB-1 is 168.1± acres located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive. Neighborhoods #8 and #16.

APPROVED: 7-0 DENIED: _____ TABLED: _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: SUPPORT: 7 OPPOSE: 4

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

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

STIPULATIONS:

Recommended for approval subject to the following: (Additions are italicized and underlined text, and deletions are strike-through text.)

Specific Provisions of the Planned Development

2. Residential Development Standards

a. Standards relating to all residential development

ii. No off-street loading docks shall be required for buildings containing residential uses. Off-street loading docks for nonresidential uses may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened in accordance with the following:

- Solid metal gates;

Z:PAC/06-11-CC

1-1

Applicants with Items before City Council
Zoning Case 2007-10
May 21, 2007
Page 2 of 2

- Masonry screening walls (in accordance with Section 3.1000 Screening, Fence and Wall Regulations of the Zoning Ordinance);
- Overhead doors; or
- Any combination of the above.

FOR CITY COUNCIL MEETING OF: June 11, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dw

1-2

Z:PAC/06-11-CC

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 21, 2007

Agenda Item No. 7

Public Hearing: Zoning Case 2007-10

Applicant: City of Plano

DESCRIPTION:

A request to amend Planned Development-65-Central Business-1 pertaining to loading dock regulations. PD-65-CB-1 is 168.1± acres located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive. Neighborhoods #8 and #16.

REMARKS:

At its April 2, 2007, meeting, the Planning & Zoning Commission waived the two-year waiting period and called a public hearing to consider amendments to the regulations for the location of loading docks contained within Planned Development-65-Central Business-1 (PD-65-CB-1) zoning district. The PD-65-CB-1 zoning district applies to the Legacy Town Center development located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive. The call for a public hearing was supported by several property owners in the Legacy Town Center development.

This planned development zoning district was established as a "new urbanism" development. The stipulations of this "new urbanism" development are intended to blend work, housing, shopping, and service opportunities together by combining these uses, de-emphasizing the automobile, and encouraging social interaction and a special sense of place.

ISSUES:

Off-street Loading Dock Regulations

Functionally, commercial development has to accommodate service and delivery needs including but not limited to merchandise and consumables restocking, and waste and trash removal. The location of service and loading areas has to balance ease of access for a wide range of delivery truck sizes with pedestrian and vehicular safety and site aesthetics.

1-3

In an urban setting, with a mix of residential and nonresidential uses and buildings constructed close to streets, the balance of functional needs versus safety and aesthetics becomes more difficult.

Currently, PD-65-CB-1 prohibits off-street loading docks for nonresidential uses from being located adjacent to or across a street or alley from buildings containing residential uses. As Legacy Town Center has continued to develop with a mix of commercial, multifamily and townhouse uses, it has become difficult to find locations for loading docks and loading areas that are not adjacent to or near residential uses. Staff believes it is possible for loading docks and loading areas to co-exist within mixed-use urban developments provided that the loading docks and related areas are screened appropriately within the context of the surrounding development.

RECOMMENDATION:

The following amendments to PD-65-CB-1 are recommended. (Additions are italicized and underlined text, and deletions are strike-through text.)

Specific Provisions of the Planned Development

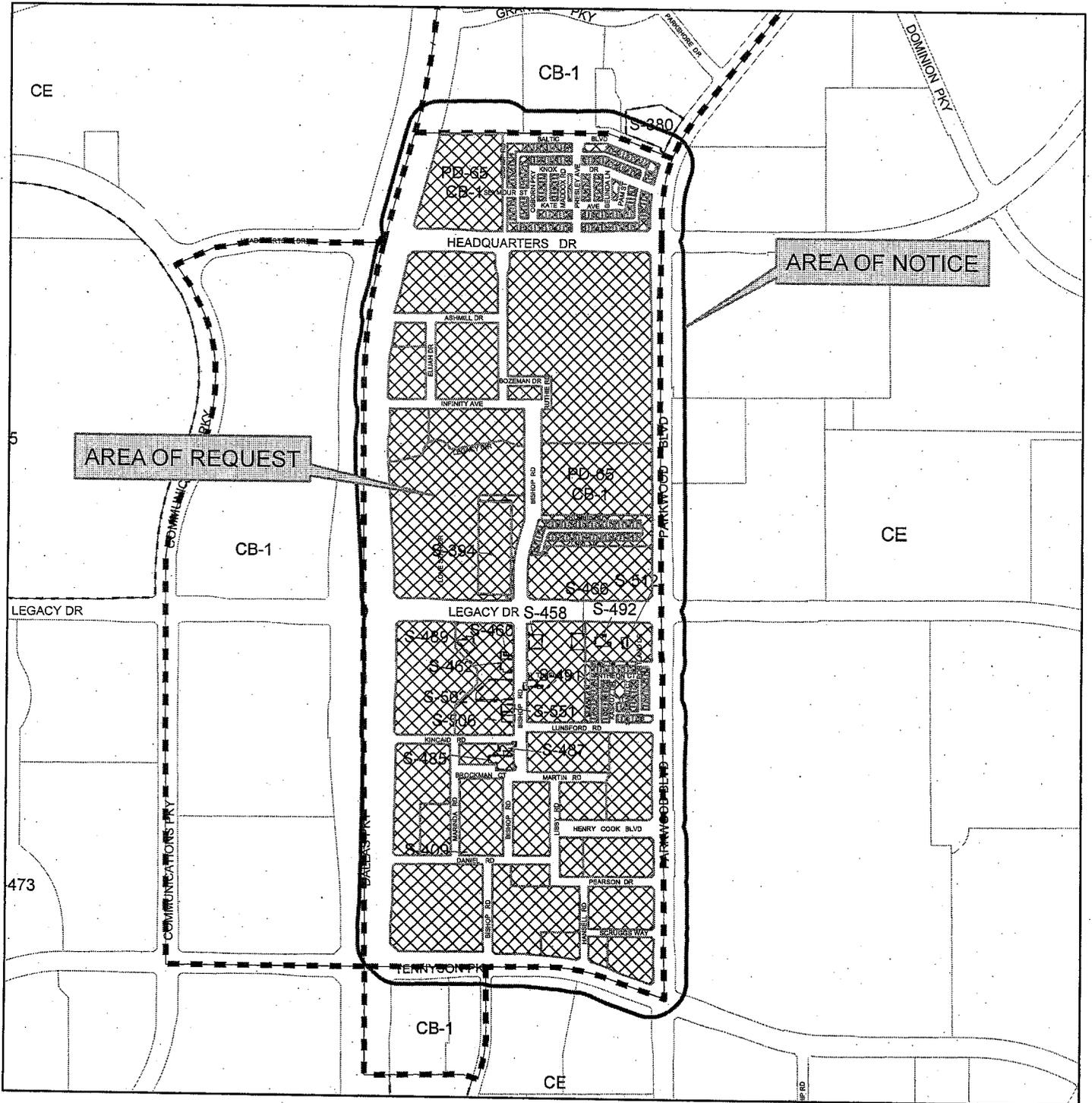
2. Residential Development Standards

a. Standards relating to all residential development

ii. No off-street loading docks shall be required for buildings containing residential uses. Off-street loading docks for nonresidential uses may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened in accordance with the following:

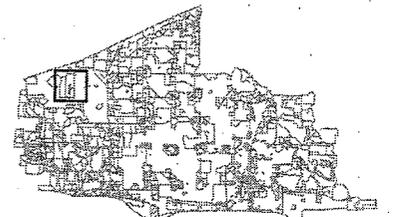
- Solid metal gates;
- Masonry screening walls (in accordance with Section 3.1000 Screening, Fence and Wall Regulations of the Zoning Ordinance);
- Overhead doors; or
- Any combination of the above.

1-4



Zoning Case #: 2007-10

Existing Zoning: PLANNED DEVELOPMENT-65-CENTRAL BUSINESS-1



○ 200' Notification Buffer

1-5

ORDINANCE NO. _____
(Zoning Case 2007-10)

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 AMEND PLANNED DEVELOPMENT-65-CENTRAL BUSINESS-1, 168.1± ACRES OUT OF THE MARIA C. VELA SURVEY, ABSTRACT NO. 935 AND THE HENRY COOK SURVEY, ABSTRACT NO. 183, LOCATED GENERALLY AT THE NORTHEAST AND SOUTHEAST CORNERS OF DALLAS NORTH TOLLWAY AND LEGACY DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AS IT PERTAINS TO LOADING DOCKS ADJACENT TO RESIDENTIAL DEVELOPMENT; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of June, 2007, for the purpose of considering amending Planned Development-65-Central Business-1, 168.1± acres out of the Maria C. Vela Survey, Abstract No. 935 and the Henry Cook Survey, Abstract No. 183, located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive in the City of Plano, Collin County, Texas, as it pertains to loading docks adjacent to residential development; 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 11th day of June, 2007; and

WHEREAS, the City Council is of the opinion and finds that such amendment 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:

1-6

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended at Section 2.a.ii. of the Specific Provisions of the Planned Development section of Planned Development-65-Central Business-1, 168.1± acres out of the Maria C. Vela Survey, Abstract No. 935 and the Henry Cook Survey, Abstract No. 183, said property being described in the legal description attached hereto as Exhibit "A" and located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive in the City of Plano, Collin County, Texas, to read as follows:

"Specific Provisions of the Planned Development

...

2. Residential Development Standards

a. Standards relating to all residential development

...

ii. No off-street loading docks shall be required for buildings containing residential uses. Off-street loading docks for nonresidential uses may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened in accordance with the following:

- Solid metal gates;
- Masonry screening walls (in accordance with Section 3.1000, Screening, Fence and Wall Regulations of the Zoning Ordinance);
- Overhead doors; or
- Any combination of the above."

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

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

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

under any section or provisions of any ordinance at the time of passage of this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

75.033 Acre Tract

BEING a tract of land located in the Maria C. Vela Survey, Abstract No. 935 and the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas, and being part of those tracts described in deed to Quorum Development Corporation as recorded in Volume 1171, Page 174 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearings referenced to the EDS Control Monuments):

BEGINNING at the intersection of the east line of Dallas North Tollway (variable width right-of-way) with the south line of Legacy Drive (variable width right-of-way);

THENCE in an easterly direction along said south line of Legacy Drive as follows:

North, $44^{\circ} 52' 02''$ East, a distance of 21.20 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $89^{\circ} 54' 36''$ East, a distance of 702.16 feet to a concrete monument with a brass cap found for a corner;

South, $00^{\circ} 05' 24''$ East, a distance of 15.00 feet to a 1/2 inch iron rod found for a corner;

North, $89^{\circ} 54' 36''$ East, a distance of 121.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $00^{\circ} 05' 24''$ West, a distance of 15.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $89^{\circ} 54' 36''$ East, a distance of 709.36 feet to a point for corner, on the westerly southwest corner for the intersection of Legacy and Parkwood Boulevard said point bears North, $16^{\circ} 30'$ East, a distance of 0.2 feet from a found 1 inch iron rod;

THENCE South, $45^{\circ} 05' 22''$ East, a distance of 21.21 feet to a 5/8 inch iron rod capped with "KHA" set for corner on the west line of Parkwood Boulevard (variable width right-of-way);

THENCE in a southerly direction along said west line of Parkwood Boulevard as follows:

South, $00^{\circ} 05' 22''$ East, a distance of 191.50 feet to a 1 inch iron rod found for corner;

South, $03^{\circ} 54' 34''$ East, a distance of 97.72 feet to a 1 inch iron rod found for corner;

South, $00^{\circ} 05' 22''$ East, a distance of 1,623.35 feet to a point which bears North, $04^{\circ} 17'$ West, 0.3 feet from a found 1 inch iron rod;

South, $03^{\circ} 43' 29''$ West, a distance of 97.72 feet to a point which bears North, $00^{\circ} 05'$ West, 0.4 feet from a found 1 inch iron rod;

South, $00^{\circ} 05' 22''$ East a distance of 180.00 feet to a 1 inch iron rod found for corner;

THENCE South, $54^{\circ} 52' 25''$ West, a distance of 22.98 feet to a 1 inch iron rod found on the northerly line of Tennyson Parkway (variable width right-of-way);

THENCE in a westerly direction along the northerly line of Tennyson Parkway as follows:

North, $70^{\circ} 09' 50''$ West, a distance of 301.46 feet to a 5/8 inch iron rod capped with "KHA" set for beginning of a curve to the left same point bears South, $79^{\circ} 18'$ East, a distance of 0.6 feet from a bent 1 inch iron rod;

Along said curve to the left having a central angle of $19^{\circ} 38' 48''$, a radius of 1,212.00 feet and an arc length of 415.59 to the end of said curve;

North, $89^{\circ} 48' 37''$ West, a distance of 2.99 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $89^{\circ} 46' 07''$ West, a distance of 396.57 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $85^{\circ} 57' 12''$ West, a distance of 285.63 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $89^{\circ} 46' 07''$ West, a distance of 150.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

THENCE North, $46^{\circ} 58' 45''$ West, a distance of 69.47 feet to a 5/8 inch iron rod capped with "KHA" set for corner on the previously mentioned east line of Dallas North Tollway;

THENCE in a northerly direction along the east line of Dallas North Tollway as follows:

North, $00^{\circ} 10' 35''$ West, a distance of 206.88 feet to a 5/8 inch iron rod capped with "KHA" set for the beginning of a curve to the right;

Along said curve to the right having a central angle of $01^{\circ} 42' 05''$, a radius of 3,851.68 feet and an arc length of 114.37 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $01^{\circ} 31' 30''$ East, a distance of 1,079.88 feet to a 5/8 inch iron rod capped with "KHA" set for the beginning of a curve to the left;

Along said curve to the left, having a central angle of $01^{\circ} 40' 53''$, a radius of 2874.79 feet and an arc length of 84.36 to a 5/8 inch iron rod capped with "KHA" set for corner;

THENCE North, $00^{\circ} 10' 35''$ West, a distance of 471.55 feet to the POINT OF BEGINNING and CONTAINING 75.033 acres of land, more or less.

74.62 Acre Tract

BEING a tract of land located in the Samuel Brown Survey, Abstract No. 108 and the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas, and being part of those tracts described by deeds to Quorum Development Corporation as recorded in Volume 1171, Page 174, Volume 1694, Page 823, and Volume 1283, Page 512, all of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearings referenced to the EDS Control Monuments):

BEGINNING at a 5/8 inch iron rod capped with "KHA" set on the most northwesterly corner of the intersection of the north line of Legacy Drive (a variable width right-of-way) with the east line of Dallas North Tollway (a variable width right-of-way);

THENCE in a northerly direction along the easterly line of Dallas North Tollway as follows:

North, $00^{\circ} 10' 35''$ West, a distance of 105.90 feet to a 5/8 inch iron rod capped with "KHA" set at the beginning of a curve to the left;

Along said curve to the left having a central angle of $03^{\circ} 00' 32''$, a radius of 2,874.79 feet and an arc length of 150.97 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $03^{\circ} 11' 07''$ West, a distance of 541.63 feet to a 5/8 inch iron rod capped with "KHA" set for the beginning of a curve to the right;

Along said curve to the right having a central angle of $03^{\circ} 00' 32''$, a radius of 1,890.04 feet and an arc length of 99.25 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $00^{\circ} 10' 35''$ West, a distance of 285.92 feet to a 5/8 inch iron rod capped with "KHA" set at the beginning of a curve to the right;

Along said curve to the right having a central angle of $14^{\circ} 26' 23''$, a radius of 3,669.72 feet and an arc length of 924.85 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

THENCE in an easterly and southerly direction departing said east line of Dallas North Tollway, the following:

North, $52^{\circ} 14' 49''$ East, a distance of 31.59 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $89^{\circ} 55' 31''$ East, a distance of 180.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, $88^{\circ} 21' 23''$ East, a distance of 15007 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $89^{\circ} 55' 31''$ East, a distance of 281.99 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $88^{\circ} 12' 25''$ East, a distance of 150.07 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $89^{\circ} 53' 31''$ East, a distance of 185.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $45^{\circ} 00' 26''$ East, a distance of 21.24 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, $00^{\circ} 05' 22''$ East, a distance of 185.00 feet to a point for corner;

South, $01^{\circ} 48' 28''$ East, a distance of 150.07 feet to a point for corner;

South, $00^{\circ} 05' 22''$ East, a distance of 1,423.63 feet to a point for corner;

South, $01^{\circ} 37' 44''$ West, a distance of 150.07 feet to a point for corner;

South, $00^{\circ} 05' 22''$ East, a distance of 175.00 feet to a point for corner;

South, 44° 54' 37" West, a distance of 35.36 feet to a point for corner;

South, 00° 05' 22" East, a distance of 4.50 feet to a point for corner on the north line of Legacy Drive (a variable width right-of-way);

THENCE westerly along said north line, the following:

South, 89° 54' 36" West, a distance of 701.36 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, 00° 05' 22" West, a distance of 15.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, 89° 54' 36" West, a distance of 121.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, 00° 05' 22" East, a distance of 15.00 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

South, 89° 54' 36" West, a distance of 702.34 feet to a 5/8 inch iron rod capped with "KHA" set for corner;

North, 45° 07' 58" West, a distance of 21.24 feet to the POINT OF BEGINNING and CONTAINING 77.231 gross acres of land, save and except a 2.61 acre unincorporated tract of land, known as Baccus Cemetery, leaving 74.62 net acres of land, more or less.

18.429 Acre Tract (north of Headquarters Drive)

BEING all that certain lot, tract or parcel of land situated in the Samuel H. Brown Survey, Abstract No. 108 and the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas, and being that same called 18.47 acre tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the Deed Records of Collin County, Texas;

BEGINNING at a "+" found in concrete at the northeast corner of said 18.47 acre tract, and being the southeast corner of Lot 1R, Block A of Granite Park, Phase I, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet N, page 362 of the Plat Records of Collin County, Texas, and being in the west line of Parkwood Boulevard;

THENCE the following seven (7) calls along the west line of said Parkwood Boulevard:

Southwesterly with a curve to the left having a radius of 1,060.50 feet, with a central angle of 04° 37' 08" and an arc length of 85.49 feet, whose chord bears South, 19° 31'

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34" West, a distance of 85.47 feet, to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

South, 17° 13' 00" West, a distance of 68.42 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

Southwesterly with a curve to the left having a radius of 559.83 feet, with a central angle of 09° 11' 37" and an arc length of 89.83 feet, whose chord bears South, 12° 37' 12" West, a distance of 89.73 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

South, 08° 01' 22" West, a distance of 12.45 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

Southwesterly with a curve to the left having a radius of 1,065.02 feet, with a central angle of 08° 08' 48" and an arc length of 151.43 feet, whose chord bears South, 03° 56' 59" West, a distance of 151.30 feet to a "+" set on an electrical transformer;

South, 00° 07' 26" East, a distance of 51.65 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

South, 44° 57' 30" West, a distance of 20.10 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY"; said point being in the north line of Headquarters Drive;

THENCE the following six (6) calls along the north line of said Headquarters Drive:

North, 89° 55' 57" West, a distance of 185.23 feet to a 5/8" iron rod found with cap stamped "KHA";

South, 88° 21' 07" West, a distance of 150.07 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

North, 89° 55' 47" West, a distance of 675.21 feet to a 5/8 inch iron rod found with cap stamped "KHA";

North, 86° 06' 56" West, a distance of 217.98 feet to a 5/8 inch iron rod found with cap stamped "KHA";

North, 89° 55' 47" West, a distance of 182.02 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

North, 36° 53' 29" West, a distance of 21.71 feet to a "+" set on a utility vault in the east line of North Dallas Tollway;

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THENCE the following two (2) calls along the east line of said North Dallas Tollway:

North, $16^{\circ} 09' 16''$ East, a distance of 533.78 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY";

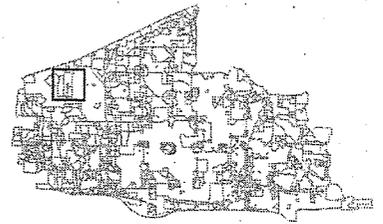
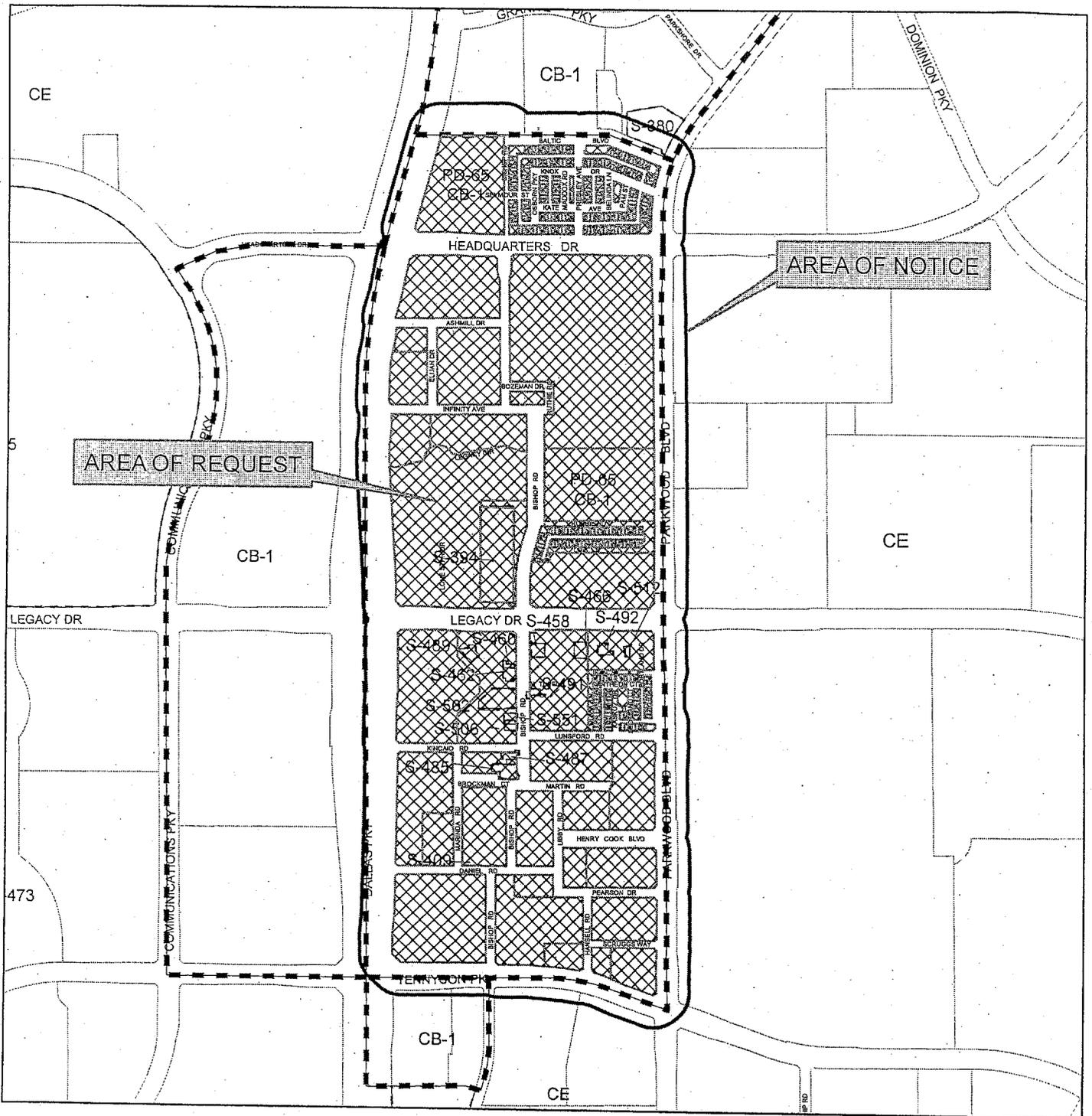
Northeasterly with a curve to the left having a radius of 3,969.72 feet, with a central angle of $00^{\circ} 42' 33''$ and an arc length of 49.13 feet, whose chord bears North, $15^{\circ} 48' 00''$ East, a distance of 49.13 feet to a 1/2 inch iron rod set with cap stamped "ARTHUR SURVEYING COMPANY", said point being the southwest corner of Lot 3, Block A of Granite Park, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet M, Page 88 of the Plat Records of Collin County, Texas;

THENCE North, $89^{\circ} 47' 08''$ East, along the south line of said Lot 3, and passing at a distance of 497.22 feet a 60D nail found at the southeast corner thereof, being the southwest corner of said Lot 1R, and continuing along said course, a total distance of 1,023.30 feet to a 1 inch iron rod found;

THENCE South, $68^{\circ} 36' 03''$ East, continuing along the south line of said Lot 1R, a distance of 357.08 feet to the POINT OF BEGINNING and CONTAINING 18.429 acres of land, more or less, and being subject to any and all easements that may affect.

NOTES: Bearings based on south line of Headquarters Drive as described in Volume 4853, Page 2203 of the Deed Records of Collin County, Texas.

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Zoning Case #: 2007-10

Existing Zoning: PLANNED DEVELOPMENT-65-CENTRAL BUSINESS-1



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○ 200' Notification Buffer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/11/07		Reviewed by Legal <i>no</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center		Initials	Date
Department Head	Frank F. Turner	Executive Director	<i>[Signature]</i>	<i>6/6/07</i>
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN OPTION CONTRACT BY AND BETWEEN THE CITY OF PLANO AND RH 15 th CONDOS ONE, LTD.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Approves the Option Contract with RH 15 th Condos One, LTD and the City of Plano.				
List of Supporting Documents: Exhibit 'A' – Option Contract		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN OPTION CONTRACT BY AND BETWEEN THE CITY OF PLANO AND RH 15th CONDOS ONE, LTD.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Option Contract between the City of Plano and RH 15th Condos One, Ltd., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Option"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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OPTION CONTRACT

THIS OPTION CONTRACT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter "Optionor" and **RH 15th CONDOS ONE, LTD.**, a Texas Limited Partnership, hereinafter "Optionee."

WITNESSETH, that

WHEREAS, Optionor is the owner of the following described tracts of land located in the City of Plano, Collin County, Texas, to wit:

TRACT 1

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being the southerly portion of Lot 1, Block 20 of the Original Donation to the City of Plano and being the northerly portion of a 1.185 acre City of Plano tract of land as recorded under County Clerk No. 92-0063772 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found at the base of a chain link fence post marking the northeast corner of said 1.185 acre City of Plano tract, the southeast corner of a 0.702 acre tract as recorded in Volume 5376, Page 6390 of the Collin County Land Records and being in a west line of a City of Plano 0.85 acre tract as recorded in Volume 5012, Page 293 of the Collin County Land Records;

THENCE with an east line of said 1.185 acre tract and a west line of said 0.85 acre tract, South 00°50'59" West, passing at 50.00 feet the southwest corner of said 0.85 acre tract and the northwest corner of a City of Plano tract as recorded in Volume 4464, Page 266 of the Collin County Land Records and continuing for a total distance of 76.93 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of the herein described premises;

THENCE with the south line of said premises, (3 feet north of and parallel to an existing parking lot curb) South 89°36'27" West, 134.47 feet to a Roome capped 1/2-inch iron rod set marking the southwest corner of said premises in the west line of said 1.185 acre tract and being in the east line of an Anderton tract of land as recorded in Volume 4934, Page 3587 of the Collin County Land Records;

THENCE with the west line of said 1.185 acre tract and the east line of said Anderton tract, North 00°12'08" West, 77.82 feet to a 1/2-inch iron rod found

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marking the northwest corner of said premises, said 1.185 acre tract and the southwest corner of the aforementioned 0.702 acre tract;

THENCE with the north line of said premises, 1.185 acre tract and the south line of said 0.702 acre tract, South 89°46'50" East, 135.88 feet to the point of beginning and containing 10,422 square feet or 0.239 acre of land.

TRACT 2

SITUATED in the State of Texas, County of Texas and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being a westerly portion of a 0.85 acre tract as recorded in Volume 5012, Page 293 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome ½-inch capped iron rod set in the south right-of-way line of 15th Street marking the northwest corner of said 0.85 acre tract, said premises and the northeast corner of a dedicated right-of-way strip as platted in 15th Street Village No. 2 as recorded in Volume R, Page 136 of the Collin County Map Records;

THENCE with the south right-of-way line of 15th Street, the north line of said 0.85 acre tract and said premises, North 89°47'28" East, 24.16 feet to a Roome ½-inch capped iron rod set marking the northeast corner of said premises;

THENCE with the east line of said premises, South 00°00'07" East, 226.46 feet to a Roome ½-inch capped iron rod set marking its southeast corner and being in the north line of a City of Plano 1.185 acre tract as recorded under County Clerk No. 92-0063772 of the Collin County Land Records;

THENCE with the south line of said premises and the north line of said 1.185 acre tract, North 89°46'51" West, 21.85 feet a Roome ½-inch capped iron rod found marking the southwest corner of said premises, the southeast corner of Lot 3 of the aforementioned 15th Street Village No. 2 addition and being in a west line of said 1.185 acre tract;

THENCE with the west line of said 1.185 acre tract, said premises and the east line of said Lot 3, North 00°35'12" West, passing at 218.14 feet the southeast corner of the aforementioned dedicated right-of-way strip by said 15th Street Village No. 2 and continuing for a total distance of 226.30 feet to the point of beginning and containing 5,208 square feet or 0.12 acre of land.

TRACT 3

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being part of Lot 3, Block 20 of the Original Donation to the City of Plano, being part of a 0.85 acre City of Plano tract as recorded in Volume 5012, Page 293 of the Collin County Land Records, being part of City of Plano tract as recorded in Volume 4464, Page 266 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found at the base of a chain link fence post marking the northeast corner of said 1.185 acre City of Plano tract as recorded under County Clerk No. 92-0063772 of the Collin County Land Records, the southeast corner of a 0.702 acre tract as recorded in Volume 5376, Page 6390 of the Collin County Land Records and being in a west line of said City of Plano 0.85 acre tract;

THENCE with a west line of said 0.85 acre tract and the east line of said 0.702 acre tract, North 00°35'12" West, 225.16 feet to a Roome capped 1/2-inch iron rod set in the south right-of-way line of 15th Street (32.5 feet from existing centerline) marking the northwest corner of the herein described premises;

THENCE with the north line of said premises and the south right-of-way line of 15th Street, North 89°47'28" East, 114.92 feet to a Roome capped 1/2-inch iron rod set marking the northeast corner of said premises in the west right-of-way line of "H" Avenue;

THENCE with the east line of said premises and the west right-of-way line of "H" Avenue, South 00°10'02" West, 294.16 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of said premises;

THENCE with the south line of said premises, South 89°36'27" West, 112.96 feet to a Roome capped 1/2-inch iron rod set marking the southwest corner of said premises in the west line of said City of Plano tract and the east line of the aforementioned 1.185 acre City of Plano tract;

THENCE with the west line of said City of Plano tract and the east line of said 1.185 acre tract, North 00°50'59" East, passing at 26.39 feet a Hickman Consulting Engineering capped iron rod found marking the southwest corner of said 0.85 acre tract and continuing for a total distance of 76.39 feet to the point of beginning and containing 33,329 square feet or 0.774 acre of land.

hereinafter the "Property"; and

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WHEREAS, Optionor is desirous of selling the same; and

WHEREAS, the Property is located in Tax Increment Financing Reinvestment Zone No. 2 as established by Ordinance No. 99-4-23 passed by the Plano City Council on April 26, 1999 and pursuant to said Ordinance and Texas Tax Code § 311.008, the Optionor is not required to put this Option for sale of City-owned Property out for bid or auction.

NOW THEREFORE, in consideration of the receipt of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**, cash in hand, hereinafter designated option money, paid by the Optionee to the Optionor, the said Optionor does hereby give and grant to the Optionee the right to purchase either Tract 1, Tract 2 or Tracts 1, 2, and 3 together (Tract 3 may not be purchased unless Tract 1 is also purchased) at any time from this date up to and including the 1st day of December, 2007, at 12:00 Noon of said day, Central Standard Time, (the "Option Period"), at the purchase price of Eleven (\$11.00) Dollars per square foot exclusive of the right of way required by the City for Avenue H, Avenue G and 15th Street and as such net is determined by a survey prepared by Roome Surveying and upon the following conditions:

1. At the time of exercise of the option to purchase Tract 1, Tract 2 or all three tracts of land, Optionee would be the owner of certain other parcels of land as shown on Exhibit "A" attached hereto and incorporated herein for all purposes exclusive of any portions previously owned by Richard Howe and sold to individual residential owners.

2. The Property and the parcels shown on Exhibit "A" would remain zoned "Business/Government" and Optionee continues to receive approval from the City of Plano Planning & Zoning Commission to construct residential units on the Property and the other parcels shown on Exhibit "A".

3. Purchaser and Seller will have entered into a Development Agreement which shall provide the following:

(a) (For Tract 1 and/or 2 only) Reimbursement of the Purchaser's actual cost for any public infrastructure improvements (hereafter "Improvements") made on or adjacent to the property described in Exhibit "A" and dedicated to Seller in an amount not to exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)**. These Improvements shall be constructed prior to or within twelve months of Closing on Tract 1 and/or Tract 2. All Plans and Specifications for the Improvements shall be subject to review and approval by the City Engineer. The Purchaser shall receive reimbursement for the full cost of these Improvements from Tax Increment Financing funds generated from anywhere within Tax Increment Financing Reinvestment Zone No. 2.

(b) (For Tract 3 only) Within twelve months of Closing on Tract 3, Purchaser shall construct twenty-four (24) head-in parking spaces on the Property along the west side of Avenue H. Seller will reimburse Purchaser for one-half the cost of these spaces in an amount not to exceed **Twenty-Four Thousand and No/100 Dollars (\$24,000.00)**.

(c) Reimbursement of development fees collected by the City as specified below and associated with the construction of multi-family buildings when purchaser sells to individual residential owners fifty-one percent (51%) of the units in each of the three multi-family buildings located on the Property.

- Board of Adjustment Application Fee
- Building Permit Fee
- Demolition Fee
- Electrical Permit Fee
- Electronic Meter Reader Fee
- Fire Plan Review Fee
- Foundation Repair Fee
- Impact Fee
- Mechanical Permit Fee
- Park Impact Fee
- Permit Renewal Fee
- Plan Review Fee
- Plumbing Permit Fee
- Re-roofing Fee
- Sanitary Sewer Connection Fee
- Structure Moving Fee
- Water Meter Fee

(d) Any reimbursement of development fees as enumerated above that have been previously paid to Richard Howe under an Option Agreement for the Property which expired on October 1, 2006 shall be deducted from this Option.

4. Prior to exercising the rights under this Option the Optionee will have completed one of the following:

a. construction of the pool and courtyard as shown on the approved plans and submitted to the city for approval a substantially complete set of building plans for a second condominium building on property owned by the Optionee as shown on Exhibit A or the Property; or

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b. procure a building permit for a minimum of six townhomes on another section of 15th Street Village described in Exhibit A or contiguous property.

5. The Option Period may be extended for an additional one (1) year upon mutual agreement of the parties, provided the conditions in paragraph 4 are met. Any extension must be in writing and executed by the parties hereto prior to the expiration of the initial Option Period.

If the Optionee exercises this Option, the Optionee shall give the Optionor written notice of his intention by the aforesaid date, said notice to be delivered in person, by courier, express service or mailed by certified mail, postmarked on or prior to the date and time herein specified, to the address of the Optionor as follows:

City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

with a copy to: City of Plano, Texas
Attention: City Attorney
P. O. Box 860358
Plano, TX 75086-0358

If the Optionee does not exercise this Option as aforesaid, said option money shall be retained by the Optionor, but if the Optionee does exercise this Option, the option money shall be applied to the Purchase Price under the Real Estate Contract described below.

If the Optionee exercises this Option, the terms of the sale(s) will be as set forth in substantially the form of the Real Estate Contracts(s) as shown in Exhibit "B" attached hereto and incorporated herein for all purposes. Such Contract(s) shall be executed between the parties promptly after Optionee's exercise of this Option.

This Option shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. The rights of Optionee under this Option are not assignable without the prior written consent of Optionor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the rights of Optionee hereunder shall be assignable by Optionee to any entity which is owned or controlled by

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Optionee without the necessity of obtaining Optionor's prior written consent, so long as such assignee assumes all of Optionee's obligations hereunder.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

Date: _____

RH 15TH CONDOS ONE, LTD.

**BY: READY FREIGHT, INC., a
Texas Corporation, Its General
Partner**

BY: _____
Craig Pettit
PRESIDENT

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me this ____ day of _____, 2007, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, for and on behalf of said corporation.

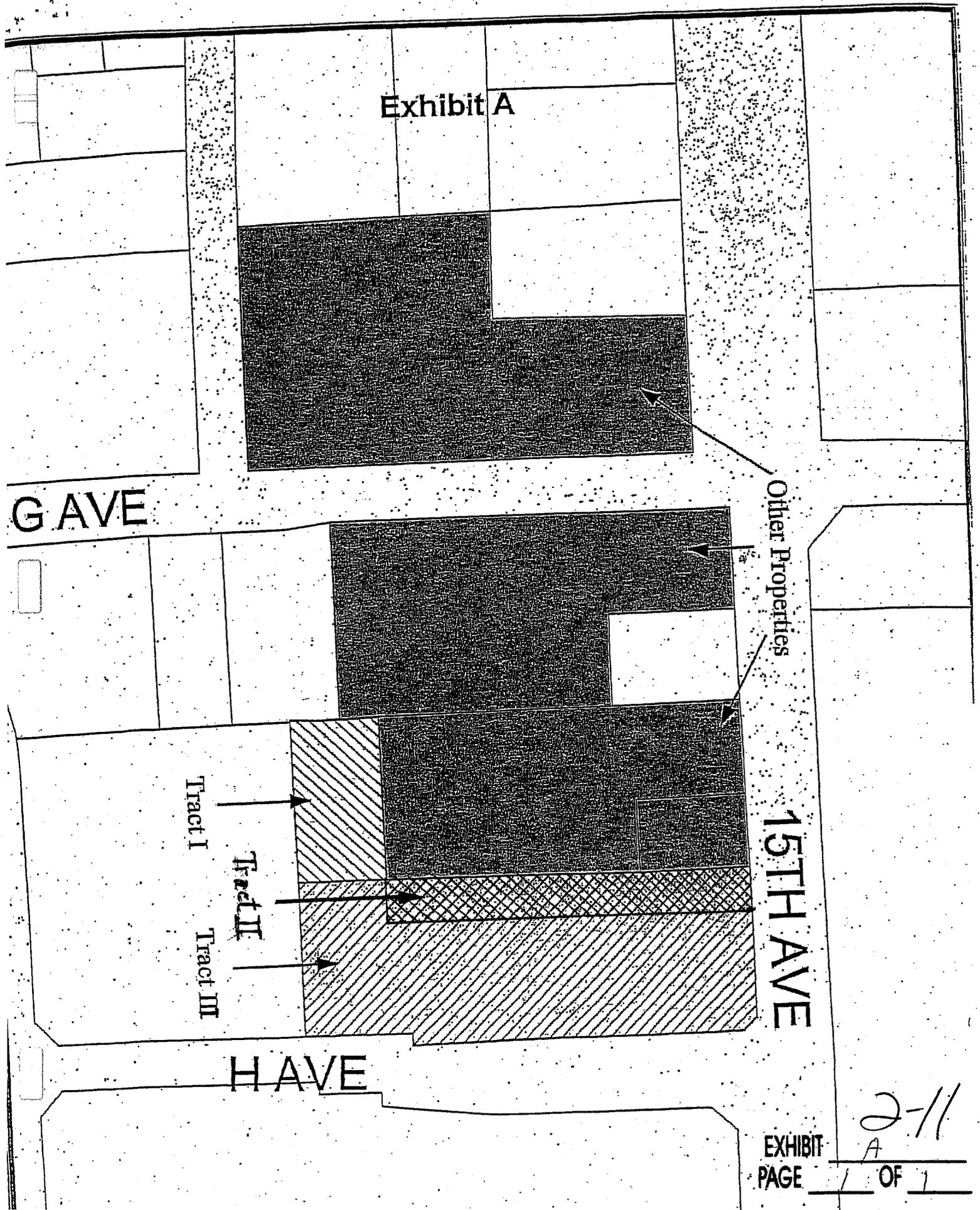
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2007 by **CRAIG PETTIT**, President of **READY FREIGHT, INC.**, a Texas corporation, General Partner of **RH 15TH CONDOS ONE, LTD.**, a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

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REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("Seller") and **RH 15TH CONDOS ONE, LTD.**, a Texas limited partnership ("Purchaser").

ARTICLE 1

Sale and Purchase

Section 1.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, that certain real property containing approximately 0.12 acres or 5,208 square feet of land, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, such interest in real estate, improvements, rights and appurtenances being herein referred to individually and collectively as the "Property."

ARTICLE 2

Consideration for Conveyance

Section 2.1 The purchase price ("Purchase Price") for the Property shall be payable in cash at closing and shall be based on a price of \$11.00 per square foot, net of right of way required by the Seller for Avenue H, Avenue G, and 15th Street. The amount of such net square footage shall be determined by the Survey to be prepared in accordance with Section 5.1 below.

ARTICLE 3

Earnest Money

Section 3.1

(a) As a condition precedent to sustaining this Contract, Purchaser shall have ten (10) business days after execution of this Contract by the parties to deliver a check in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** to the Title Company (hereinafter defined) as earnest money ("Earnest Money").

(b) In the event this Contract is closed, the Earnest Money shall be applied to the Purchase Price at Closing. In the event this Contract is not closed,

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then the Title Company shall disburse the Earnest Money in the manner provided for elsewhere herein.

ARTICLE 4

As Is, Where Is

Section 4.1 THE PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. THE PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT THE PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY THE PURCHASER AND THAT THE PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; HOWEVER, NOTHING CONTAINED IN THIS SECTION 4.1 SHALL LIMIT THE WARRANTIES SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED FROM SELLER TO PURCHASER AT THE CLOSING, PURSUANT TO SECTION 7.2 HEREOF. THE PURCHASE PRICE IS A DISCOUNTED PURCHASE PRICE REPRESENTING THE FACT THAT THE PROPERTY IS BEING PURCHASED BY PURCHASER ON AN "AS IS." "WHERE IS" AND "WITH ALL FAULTS" BASIS. THE EXPRESS INTENTION OF THE PURCHASER AND THE SELLER IS THAT, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED, THE PURCHASER SHALL PURCHASE THE PROPERTY FROM THE SELLER WITHOUT ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, FROM OR OF THE SELLER. THE PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, AND COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER. IN ADDITION, THE PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN BE ACCOMPLISHED THROUGH PURCHASER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OF PLANO, COLLIN COUNTY AND DENTON COUNTY, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE ARE EXCLUDED FROM THE TRANSACTION CONTEMPLATED HEREBY, AS ARE ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND THAT THE SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY OR THE PROJECT NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF TEXAS, THE CITY OF PLANO, THE COUNTIES OF COLLIN AND DENTON, OR ANY OTHER AUTHORITY OR JURISDICTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT THE SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITIONS, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

ARTICLE 5

Survey and Title Policy

Section 5.1 Within fifteen (15) days from the Effective Date of this Contract, the Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser a current boundary survey ("Survey") of the Property, containing a metes and bounds description of the Property. The Survey shall be sufficient to permit the Title Company, at Purchaser's sole cost and expense to modify the standard printed exception in the Owner Policy of Title Insurance pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception"). The Survey shall indicate the location of all improvements on the Property, if any. Further, the Survey shall indicate the location of all title exceptions which can be located thereon. The Survey shall be performed by Fred Bemenderfer with **ROOME SURVEYING**. In the event Purchaser elects to have such Survey performed prior to execution of this Contract, or at any time before delivery of such Survey is required by Seller, then Purchaser shall be entitled to receive reimbursement for the amount of such Survey at Closing.

Section 5.2 Within fifteen (15) days from the Effective Date of this Contract, the Seller, at the Seller's sole cost and expense, shall furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance to the Purchaser from **REUNION TITLE**, 189 North Plano Road, Suite 100, Richardson, Texas 75081, Attention: Trey Moore ("Title Company"), together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser shall have a period of twenty (20) days from the delivery of the last of the Survey or the Title Commitment and the documents referred to therein as conditions or exceptions to title to the Property, in which to review such items and to deliver to

Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or title exception documents. Any items to which Purchaser does not object within such period shall be deemed to be permitted exceptions ("Permitted Exceptions"). In the event Purchaser timely objects to any matter contained in the Survey or the Title Commitment and/or title exception documents as hereinabove provided, Seller shall have a reasonable period of time, not to exceed forty-five (45) days, after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified as aforesaid by Purchaser and the Closing Date shall be extended, if necessary, provided, however, Seller shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has been unable or unwilling to cure any such objections as aforesaid within such reasonable period of time, not to exceed forty-five (45) days, then, and in such event, Purchaser may, at its option, either terminate this Contract (whereupon the Earnest Money shall be immediately returned to the Purchaser by the Title Company) or Purchaser may waive any such objection and the transaction contemplated hereby shall be consummated as provided herein.

Section 5.3 At Closing, the Seller shall furnish the Purchaser, at the Seller's sole cost and expense with an Owner Policy of Title Insurance issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the Property in the Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

- (a) The exception relating to restrictions against the Property shall be endorsed by the Title Company to read "none of record", except for such restrictions as may be included in the Permitted Exceptions;
- (b) The exception relating to ad valorem taxes shall except only to taxes owing for the current and subsequent years and subsequent assessments for prior years due to change in land use;
- (c) There shall be no general exception for "parties in possession"; and
- (d) There shall be no exception for any lien, for service, labor or material heretofore or hereafter provided imposed by law and not shown by the public records.

ARTICLE 6**Condemnation, Assessments and Risk of Loss**

Section 6.1 In the event that prior to the date of Closing condemnation procedures are commenced against a portion or all of the Property or Seller receives any verbal or written notice of a threat or intent of condemnation of a portion or all of the Property, Seller shall immediately notify Purchaser and Purchaser may, at its election, terminate this Contract by written notice to Seller within ten (10) business days after receipt of Seller's notice. Neither party shall have any further rights or obligations hereunder and the Title Company shall return the Earnest Money to the Purchaser, and neither Purchaser nor Seller shall have any further right or obligation hereunder except as set forth herein. Should Purchaser elect not to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Prior to Closing, all risks of loss shall be upon the Seller.

ARTICLE 7**Closing**

Section 7.1 The Closing hereunder shall take place at the offices of the Title Company. The date of Closing ("Closing Date") shall be on or before sixty (60) days after the Effective Date of this Contract or on such earlier date as may be mutually agreed.

Section 7.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

(a) A Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, and in form for recording, conveying good, indefeasible title in the Property to Purchaser, subject only to the Permitted Exceptions.

(b) At Seller's expense, the Owner's Title Policy in the form specified in Section 5.3 hereof.

(c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 7.3 At the Closing, Purchaser, at Purchaser's sole cost and expense shall deliver to Seller the following items:

- (a) The Purchase Price in cash as required by Article 2 hereof;
- (b) Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property; and
- (c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 7.4 Since the Seller is exempt from ad valorem taxes, there will be no proration of taxes at Closing. Purchaser shall be responsible for all ad valorem taxes, if any, affecting the Property after the date of Closing.

Section 7.5 Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions and such rights of others as have been expressly disclosed herein.

Section 7.6 Except as otherwise provided herein, all costs and expenses in connection with the transaction contemplated by this Contract shall be borne by Purchaser, except each party will pay its own legal fees.

ARTICLE 8

Real Estate Commission

Each party hereto represents and warrants to the other party that it has not employed any broker or finder in connection with the transaction contemplated by this Contract.

ARTICLE 9

Remedies of Default

Section 9.1 In the event of a default by Seller hereunder prior to Closing, Purchaser may, at Purchaser's option, do any one of the following as Purchaser's sole and exclusive remedies:

- (a) terminate this Contract by written notice delivered to both Seller and the title company at or prior to Closing and thereupon obtain a return of the Earnest Money, or
- (b) enforce specific performance of this Contract against Seller.

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Section 9.2 In the event of Purchaser's default hereunder, Seller shall be entitled to terminate this Contract and the Earnest Money shall be paid to the Seller by the Title Company as liquidated damages for the Purchaser's default. Such amount is agreed upon by and between the Seller and the Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights or remedies shall in such case be collectible, enforceable or available to the Seller other than in this Article 9 defined, but the Seller shall accept said cash payment as the Seller's total damages and relief. The remedies set forth in this Section 9.2 shall be Seller's sole remedies.

ARTICLE 10

Miscellaneous

Section 10.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to the Seller: City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

With copy to: City of Plano, Texas
Attention: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If to the Purchaser: RH 15th Condos One, Ltd.
Attention: Craig Pettit
P. O. Box 852006
Richardson, TX 75085-2006

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance

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herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Mail or expedited delivery service in the manner provided herein, or in the case of telegram or telex, upon receipt. Any notice required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 10. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

Section 10.2 For purposes of determining the time for performance of various obligations under this Contract, the Effective Date of this Contract shall be the later of the dates this Contract is executed by Seller or Purchaser.

Section 10.3 Except as otherwise provided herein, any representation, warranty, covenant or agreement of either party to this Contract whether to be performed before or after the time of Closing shall not survive the Closing, but rather shall be deemed to be merged into and waived by the instruments of Closing.

Section 10.4 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. The rights of Purchaser under this Contract are not assignable without the prior written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the rights of Purchaser hereunder shall be assignable by Purchaser to any entity which is owned or controlled by Purchaser without the necessity of obtaining Seller's prior written consent, so long as such assignee assumes all of Purchaser's obligations hereunder.

Section 10.5 The obligations of the parties hereto are and shall be performable in Collin County, Texas. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 10.6 This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, except as elsewhere provided for herein, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

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Section 10.7 Each person executing this Contract warrants and represents that he is fully authorized to do so.

Section 10.8 Time is of the essence of this Contract.

Section 10.9 In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in such suit.

Section 10.10 The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 10.11 This Contract, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

Section 10.12 Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 10.13 Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in Collin County, Texas or any other county in Texas. Should Purchaser ever record or attempt to record this Contract, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the proper place for said filing.

Section 10.14 Numerous copies of this Contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

Section 10.15 Seller and Purchaser have previously entered into that one certain Option Contract dated December 5, 2006. The parties understand and

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agree that consummation of this Contract will result in a reduction of the acreage referenced as Tract 2 in that Option Contract.

EXECUTED on this the _____ day of _____, 2007, by Seller.

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXECUTED on this the _____ day of _____, 2007, by Purchaser.

RH 15TH CONDOS ONE, LTD.

BY: READY FREIGHT, INC., a Texas Corporation, Its General Partner

BY: _____
Craig Pettit
PRESIDENT

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2007, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2007 by **CRAIG PETTIT**, President of **READY FREIGHT, INC.**, a Texas corporation, General Partner of **RH 15TH CONDOS ONE, LTD.**, a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

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This Contract, together with the Purchaser's Earnest Money, has been received by the Title Company this the _____ day of _____, 2007, and by execution hereof the Title Company hereby covenants and agrees to be bound by the terms of this Contract.

REUNION TITLE COMPANY

By: _____

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EXHIBIT "A"

The Property

SITUATED in the State of Texas, County of Texas and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being a westerly portion of a 0.85 acre tract as recorded in Volume 5012, Page 293 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome ½-inch capped iron rod set in the south right-of-way line of 15th Street marking the northwest corner of said 0.85 acre tract, said premises and the northeast corner of a dedicated right-of-way strip as platted in 15th Street Village No. 2 as recorded in Volume R, Page 136 of the Collin County Map Records;

THENCE with the south right-of-way line of 15th Street, the north line of said 0.85 acre tract and said premises, North 89°47'28" East, 24.16 feet to a Roome ½-inch capped iron rod set marking the northeast corner of said premises;

THENCE with the east line of said premises, South 00°00'07" East, 226.46 feet to a Roome ½-inch capped iron rod set marking its southeast corner and being in the north line of a City of Plano 1.185 acre tract as recorded under County Clerk No. 92-0063772 of the Collin County Land Records;

THENCE with the south line of said premises and the north line of said 1.185 acre tract, North 89°46'51" West, 21.85 feet a Roome ½-inch capped iron rod found marking the southwest corner of said premises, the southeast corner of Lot 3 of the aforementioned 15th Street Village No. 2 addition and being in a west line of said 1.185 acre tract;

THENCE with the west line of said 1.185 acre tract, said premises and the east line of said Lot 3, North 00°35'12" West, passing at 218.14 feet the southeast corner of the aforementioned dedicated right-of-way strip by said 15th Street Village No. 2 and continuing for a total distance of 226.30 feet to the point of beginning and containing 5,208 square feet or 0.12 acre of land.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/11/07	Reviewed by Legal <i>JR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center		Initials	Date
Department Head	Frank F. Turner	Executive Director	<i>JR</i>	<i>6/6/07</i>
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN RH 15TH CONDOS ONE, LTD. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Approves the Real Estate Contract with RH 15 th Condos One, LTD and the City of Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Exhibit 'A' – Real Estate Contract				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN RH 15TH CONDOS ONE, LTD. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Contract between RH 15th Condos One, Ltd. and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Real Estate Contract"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("Seller") and **RH 15TH CONDOS ONE, LTD.**, a Texas limited partnership ("Purchaser").

ARTICLE 1

Sale and Purchase

Section 1.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, that certain real property containing approximately 0.12 acres or 5,208 square feet of land, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, such interest in real estate, improvements, rights and appurtenances being herein referred to individually and collectively as the "Property."

ARTICLE 2

Consideration for Conveyance

Section 2.1 The purchase price ("Purchase Price") for the Property shall be payable in cash at closing and shall be based on a price of \$11.00 per square foot, net of right of way required by the Seller for Avenue H, Avenue G, and 15th Street. The amount of such net square footage shall be determined by the Survey to be prepared in accordance with Section 5.1 below.

ARTICLE 3

Earnest Money

Section 3.1

(a) As a condition precedent to sustaining this Contract, Purchaser shall have ten (10) business days after execution of this Contract by the parties to deliver a check in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** to the Title Company (hereinafter defined) as earnest money ("Earnest Money").

(b) In the event this Contract is closed, the Earnest Money shall be applied to the Purchase Price at Closing. In the event this Contract is not closed,

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then the Title Company shall disburse the Earnest Money in the manner provided for elsewhere herein.

ARTICLE 4

As Is, Where Is

Section 4.1 THE PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. THE PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT THE PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY THE PURCHASER AND THAT THE PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; HOWEVER, NOTHING CONTAINED IN THIS SECTION 4.1 SHALL LIMIT THE WARRANTIES SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED FROM SELLER TO PURCHASER AT THE CLOSING, PURSUANT TO SECTION 7.2 HEREOF. THE PURCHASE PRICE IS A DISCOUNTED PURCHASE PRICE REPRESENTING THE FACT THAT THE PROPERTY IS BEING PURCHASED BY PURCHASER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS. THE EXPRESS INTENTION OF THE PURCHASER AND THE SELLER IS THAT, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED, THE PURCHASER SHALL PURCHASE THE PROPERTY FROM THE SELLER WITHOUT ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, FROM OR OF THE SELLER. THE PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, AND COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER. IN ADDITION, THE PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN BE ACCOMPLISHED THROUGH PURCHASER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OF PLANO, COLLIN COUNTY AND DENTON COUNTY, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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ARTICLE 5

Survey and Title Policy

Section 5.1 Within fifteen (15) days from the Effective Date of this Contract, the Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser a current boundary survey ("Survey") of the Property, containing a metes and bounds description of the Property. The Survey shall be sufficient to permit the Title Company, at Purchaser's sole cost and expense to modify the standard printed exception in the Owner Policy of Title Insurance pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception"). The Survey shall indicate the location of all improvements on the Property, if any. Further, the Survey shall indicate the location of all title exceptions which can be located thereon. The Survey shall be performed by Fred Bemenderfer with **ROOME SURVEYING**. In the event Purchaser elects to have such Survey performed prior to execution of this Contract, or at any time before delivery of such Survey is required by Seller, then Purchaser shall be entitled to receive reimbursement for the amount of such Survey at Closing.

Section 5.2 Within fifteen (15) days from the Effective Date of this Contract, the Seller, at the Seller's sole cost and expense, shall furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance to the Purchaser from **REUNION TITLE**, 189 North Plano Road, Suite 100, Richardson, Texas 75081, Attention: Trey Moore ("Title Company"), together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser shall have a period of twenty (20) days from the delivery of the last of the Survey or the Title Commitment and the documents referred to therein as conditions or exceptions to title to the Property, in which to review such items and to deliver to

Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or title exception documents. Any items to which Purchaser does not object within such period shall be deemed to be permitted exceptions ("Permitted Exceptions"). In the event Purchaser timely objects to any matter contained in the Survey or the Title Commitment and/or title exception documents as hereinabove provided, Seller shall have a reasonable period of time, not to exceed forty-five (45) days, after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified as aforesaid by Purchaser and the Closing Date shall be extended, if necessary, provided, however, Seller shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has been unable or unwilling to cure any such objections as aforesaid within such reasonable period of time, not to exceed forty-five (45) days, then, and in such event, Purchaser may, at its option, either terminate this Contract (whereupon the Earnest Money shall be immediately returned to the Purchaser by the Title Company) or Purchaser may waive any such objection and the transaction contemplated hereby shall be consummated as provided herein.

Section 5.3 At Closing, the Seller shall furnish the Purchaser, at the Seller's sole cost and expense with an Owner Policy of Title Insurance issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the Property in the Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

- (a) The exception relating to restrictions against the Property shall be endorsed by the Title Company to read "none of record", except for such restrictions as may be included in the Permitted Exceptions;
- (b) The exception relating to ad valorem taxes shall except only to taxes owing for the current and subsequent years and subsequent assessments for prior years due to change in land use;
- (c) There shall be no general exception for "parties in possession";
and
- (d) There shall be no exception for any lien, for service, labor or material heretofore or hereafter provided imposed by law and not shown by the public records.

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ARTICLE 6**Condemnation, Assessments and Risk of Loss**

Section 6.1 In the event that prior to the date of Closing condemnation procedures are commenced against a portion or all of the Property or Seller receives any verbal or written notice of a threat or intent of condemnation of a portion or all of the Property, Seller shall immediately notify Purchaser and Purchaser may, at its election, terminate this Contract by written notice to Seller within ten (10) business days after receipt of Seller's notice. Neither party shall have any further rights or obligations hereunder and the Title Company shall return the Earnest Money to the Purchaser, and neither Purchaser nor Seller shall have any further right or obligation hereunder except as set forth herein. Should Purchaser elect not to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Prior to Closing, all risks of loss shall be upon the Seller.

ARTICLE 7**Closing**

Section 7.1 The Closing hereunder shall take place at the offices of the Title Company. The date of Closing ("Closing Date") shall be on or before sixty (60) days after the Effective Date of this Contract or on such earlier date as may be mutually agreed.

Section 7.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

(a) A Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, and in form for recording, conveying good, indefeasible title in the Property to Purchaser, subject only to the Permitted Exceptions.

(b) At Seller's expense, the Owner's Title Policy in the form specified in Section 5.3 hereof.

(c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 7.3 At the Closing, Purchaser, at Purchaser's sole cost and expense shall deliver to Seller the following items:

(a) The Purchase Price in cash as required by Article 2 hereof;

(b) Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property; and

(c) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 7.4 Since the Seller is exempt from ad valorem taxes, there will be no proration of taxes at Closing. Purchaser shall be responsible for all ad valorem taxes, if any, affecting the Property after the date of Closing.

Section 7.5 Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions and such rights of others as have been expressly disclosed herein.

Section 7.6 Except as otherwise provided herein, all costs and expenses in connection with the transaction contemplated by this Contract shall be borne by Purchaser, except each party will pay its own legal fees.

ARTICLE 8

Real Estate Commission

Each party hereto represents and warrants to the other party that it has not employed any broker or finder in connection with the transaction contemplated by this Contract.

ARTICLE 9

Remedies of Default

Section 9.1 In the event of a default by Seller hereunder prior to Closing, Purchaser may, at Purchaser's option, do any one of the following as Purchaser's sole and exclusive remedies:

(a) terminate this Contract by written notice delivered to both Seller and the title company at or prior to Closing and thereupon obtain a return of the Earnest Money, or

(b) enforce specific performance of this Contract against Seller.

Section 9.2 In the event of Purchaser's default hereunder, Seller shall be entitled to terminate this Contract and the Earnest Money shall be paid to the Seller by the Title Company as liquidated damages for the Purchaser's default. Such amount is agreed upon by and between the Seller and the Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights or remedies shall in such case be collectible, enforceable or available to the Seller other than in this Article 9 defined, but the Seller shall accept said cash payment as the Seller's total damages and relief. The remedies set forth in this Section 9.2 shall be Seller's sole remedies.

ARTICLE 10

Miscellaneous

Section 10.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to the Seller: City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

With copy to: City of Plano, Texas
Attention: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If to the Purchaser: RH 15th Condos One, Ltd.
Attention: Craig Pettit
P. O. Box 852006
Richardson, TX 75085-2006

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance

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herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Mail or expedited delivery service in the manner provided herein, or in the case of telegram or telex, upon receipt. Any notice required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 10. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

Section 10.2 For purposes of determining the time for performance of various obligations under this Contract, the Effective Date of this Contract shall be the later of the dates this Contract is executed by Seller or Purchaser.

Section 10.3 Except as otherwise provided herein, any representation, warranty, covenant or agreement of either party to this Contract whether to be performed before or after the time of Closing shall not survive the Closing, but rather shall be deemed to be merged into and waived by the instruments of Closing.

Section 10.4 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. The rights of Purchaser under this Contract are not assignable without the prior written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the rights of Purchaser hereunder shall be assignable by Purchaser to any entity which is owned or controlled by Purchaser without the necessity of obtaining Seller's prior written consent, so long as such assignee assumes all of Purchaser's obligations hereunder.

Section 10.5 The obligations of the parties hereto are and shall be performable in Collin County, Texas. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 10.6 This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, except as elsewhere provided for herein, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Section 10.7 Each person executing this Contract warrants and represents that he is fully authorized to do so.

Section 10.8 Time is of the essence of this Contract.

Section 10.9 In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in such suit.

Section 10.10 The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 10.11 This Contract, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

Section 10.12 Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 10.13 Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in Collin County, Texas or any other county in Texas. Should Purchaser ever record or attempt to record this Contract, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the proper place for said filing.

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Section 10.14 Numerous copies of this Contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

EXECUTED on this the _____ day of _____, 2007, by Seller.

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXECUTED on this the _____ day of _____, 2007, by Purchaser.

RH 15TH CONDOS ONE, LTD.

BY: READY FREIGHT, INC., a Texas Corporation, Its General Partner

BY: _____
Craig Pettit
PRESIDENT

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This Contract, together with the Purchaser's Earnest Money, has been received by the Title Company this the _____ day of _____, 2007, and by execution hereof the Title Company hereby covenants and agrees to be bound by the terms of this Contract.

REUNION TITLE COMPANY

By: _____

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EXHIBIT "A"

The Property

SITUATED in the State of Texas, County of Texas and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being a westerly portion of a 0.85 acre tract as recorded in Volume 5012, Page 293 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome ½-inch capped iron rod set in the south right-of-way line of 15th Street marking the northwest corner of said 0.85 acre tract, said premises and the northeast corner of a dedicated right-of-way strip as platted in 15th Street Village No. 2 as recorded in Volume R, Page 136 of the Collin County Map Records;

THENCE with the south right-of-way line of 15th Street, the north line of said 0.85 acre tract and said premises, North 89°47'28" East, 24.16 feet to a Roome ½-inch capped iron rod set marking the northeast corner of said premises;

THENCE with the east line of said premises, South 00°00'07" East, 226.46 feet to a Roome ½-inch capped iron rod set marking its southeast corner and being in the north line of a City of Plano 1.185 acre tract as recorded under County Clerk No. 92-0063772 of the Collin County Land Records;

THENCE with the south line of said premises and the north line of said 1.185 acre tract, North 89°46'51" West, 21.85 feet a Roome ½-inch capped iron rod found marking the southwest corner of said premises, the southeast corner of Lot 3 of the aforementioned 15th Street Village No. 2 addition and being in a west line of said 1.185 acre tract;

THENCE with the west line of said 1.185 acre tract, said premises and the east line of said Lot 3, North 00°35'12" West, passing at 218.14 feet the southeast corner of the aforementioned dedicated right-of-way strip by said 15th Street Village No. 2 and continuing for a total distance of 226.30 feet to the point of beginning and containing 5,208 square feet or 0.12 acre of land.

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