

CITY COUNCIL

1520 AVENUE K



DATE: 6/14/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION:
PLEDGE OF ALLEGIANCE: Eagle Scouts - Troop 999
Grace Presbyterian Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Presentation: Plano Rotary Club "Battle of the Badges" Trophy Presentation</p> <p>Presentation: American Public Works Re-Accreditation Certification</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>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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>May 20, 2010 May 21, 2010 May 22, 2010 May 24, 2010</p>	
	<p><u>Approval of Expenditures</u></p>	
(b)	<p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>Bid No. 2010-129-B for the purchase of Steel Signal Poles and Anchor Bolts to be utilized by Traffic Operations to SANPEC, Inc. in the amount of \$106,612 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><u>Purchase from an Existing Contract</u></p>	
(c)	<p>To approve the purchase of four ultraviolet sanitation systems for aquatic facilities in the amount of \$128,440 from (Sunbelt Pools, Inc.) through an existing BuyBoard Contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract Number: 288-08)</p>	
(d)	<p>To approve the purchase of computer equipment in the amount of \$66,021 for the Department of Emergency Management from Dell Computer through an existing contract with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-890-TX)</p>	
(e)	<p>To approve the purchase of office furniture in the amount of \$105,452 for the Department of Emergency Management from Plano Office Supply Company through existing agreements with Collin County Community College District and TXMAS, and authorizing the City Manager to execute all necessary documents. (CCCCD # B-3059, TXMAS # 3-711030-20)</p>	
(f)	<p>To approve a one (1) year contract with five (5) optional renewals for the purchase of Fleet Fuel Cards for the Fleet Department in an estimated amount of \$1,500,000 from Mansfield Oil Company through an existing contract/agreement with Tarrant County, and authorizing the City Manager to execute all necessary documents (Tarrant County Bid No. 2010-056).</p>	
(g)	<p>To approve a one (1) year contract with five (5) optional renewals for the purchase of Bulk Fuel for the Fleet Department in an estimated amount of \$1,750,000 from Martin Eagle Oil Company through an existing contract/agreement with Tarrant County, and authorizing the City Manager to execute all necessary documents (Tarrant County Bid No. 2010-046).</p>	
(h)	<p>To approve a contract for the purchase of consulting services for Business Process Mapping for the Customer and Utility Services Department, in the amount of \$98,000 from Loblolly Consulting, LLC., through an existing contract/agreement with the State of Texas Department of Information Resources (DIR) and authorizing the City Manager to execute all necessary documents. (DIR-SDD-893)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	<p>To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects in the amount of \$397,540 for Aquatic Center Renovation and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Contract Modification</p>	
(j)	<p>To approve and authorize Contract Modification No. 2 for the purchase of Professional Engineering Services for Marsh Lane - Parker Road South 1200 Feet in the amount of \$5,400 from Wier & Associates, Inc.</p>	
(k)	<p>To approve and authorize Contract Modification No. 3 for the purchase of Professional Engineering Services for the Intersection Improvements on Preston Road, Spring Creek Parkway & Jupiter Road project in the amount of \$12,000 from Binkley & Barfield, Inc.</p>	
(l)	<p>To approve and authorize Contract Modification No. 2 for the purchase of Professional Engineering Services for Screening Wall-Parker & Independence in the amount of \$17,650 from Mandy Vassigh Engineering, Inc.</p>	
	<p>Approval of Change Order</p>	
(m)	<p>To Tiseo Paving Company, increasing the contract by \$36,554 for McDermott Road from Ohio Drive to Coit Road, Change Order No. 1. Original Bid No. 2009-143-B.</p>	
(n)	<p>To Jim Bowman Construction Company, L.P., increasing the contract by \$112,730 for the 2008-2009 Residential Concrete Pavement Rehabilitation, Zone G7 & G8, Project No. 6008, Change Order No. 1. Original Bid No. 2009-171-B.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(o)	<p>To approve the terms and conditions of a Funding Agreement between the City of Plano, Texas, and the Historic Downtown Plano Association whereby the City will provide funding in part for the 2010 Downtown @ Sundown event; authorizing the City Manager to execute such Agreement; and providing an effective date.</p>	
(p)	<p>To approve the terms and conditions of a Management Services Agreement by and between the City of Plano and Steve Heidelberg to operate and manage Pecan Hollow Golf Course; authorizing its execution by the City Manager; and providing an effective date.</p>	
(q)	<p>To authorize continued participation with the Steering Committee of Cities served by Oncor; authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC, and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To repeal Resolution No. 2010-5-12(R) and nominate Rent-A-Center, Inc. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.	
(s)	To approve the terms and conditions of an Amended Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning the widening and extension of Parkwood Boulevard from Park Boulevard to Spring Creek Parkway; authorizing its execution by the City Manager; and providing an effective date.	
(t)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road; authorizing its execution by the City Manager; and providing an effective date.	
	<p><u>Adoption of Ordinances</u></p>	
(u)	To transfer the sum of \$128,440 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2009-10 for the purpose of providing additional funds for State-mandated compliance costs to purchase secondary sanitation systems on all City-owned aquatic facilities that include a public interactive water feature; amending the budget of the City and Ordinance 2009-9-13, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.	
(v)	To abandon all right, title and interest of the City, in and to a portion of that certain variable width Right-of-Way at the southeast corner of Coit Road and Plano Parkway, which is located within the City limits of Plano, Collin County, Texas; also being a 2.47 acre tract of land dedicated for Right-of-Way as recorded in Cabinet C, Page 697 in the Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, The Dallas Morning News, Inc., to the extent of its interest; authorizing its execution by the City Manager, and providing an effective date.	
(w)	To adopt and enact Supplement Number 90 and Supplement Number 90 Addition to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; 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>	
(1)	Presentation: Transmittal of Fiscal Year 2008/2009 Affirmative Action Report	
(2)	Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of Frisco, Texas, the City of McKinney, Texas and the County of Collin, Texas for the disbursement of the 2010 Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.	
(3)	Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Cirro Group, Inc., a Texas corporation; authorizing its execution by the City Manager; and providing an effective date.	
(4)	Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and LifeCare Management Services LLC, a Louisiana limited liability company; authorizing its execution by the City Manager; and providing an effective date.	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-02 to amend an Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 62.3± acres out of the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6 and Single-Family Residence Attached; 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, a publication clause, and an effective date. Applicant: Industrial Developments International	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Plano Rotary Club "Battle of the Badges" Trophy Presentation				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: American Public Works Re-Accreditation Certification				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT 3
MAY 20, 2010**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:12 p.m., Thursday, May 20, 2010, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present with the exception of Deputy Mayor Pro Tem Miner and Council Members Smith, LaRosiliere and Callison. Mayor Dyer welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City.

FY 2010-2011 Budget Forecast

Director of Budget and Research Rhodes-Whitley spoke to preparations for Fiscal Year 2010-11 and the impact of sales tax declines, decreased property values, operational debt and declining revenues from franchise fees. She spoke to proactive measures including Core Business Matrix meetings, appointment of the Budget Reduction Committee and Council worksessions identifying \$17.9 million in city-wide reductions for possible inclusion. Ms. Rhodes-Whitley spoke to increases in fees from the North Texas Municipal Water District passed through to consumers and reviewed the budget calendar. She responded to a citizen question, advising that the City is on a take-or-pay contract with the water district and will incur price increases regardless of the amount of rain received. She responded to citizen questions, advising that no tax rate has yet been set for FY 2010-11. Mayor Dyer responded to a citizen, advising that some of the increases from the water district are for implementation of a water ionization process and encouraged citizens to *Shop in Plano*. City Manager Muehlenbeck spoke to maintenance needs of the City's infrastructure.

Economic Development Progress Report

Plano Economic Development Board Director of Technology, Marketing and Redevelopment Ellis reviewed 2010 projects including Denbury Resources, VuCOMP, Atmos Energy, and Wyndam Jade. He spoke to the number of jobs brought to the City, value of improvements and history of the economic development fund. Mr. Ellis spoke to advertising Plano as a business-friendly community with low costs and a top city for working families. He spoke to the challenges of a maturing city, the impact of competition from other cities and Plano's opportunities for redevelopment and infill with retention as an important element. Mr. Ellis spoke to companies utilizing the internet for site selection and stressed the need to shop in Plano as other cities use sales tax dollars for economic development.

Community Investment Projects (CIP) – District 3: Coit/Legacy Intersection Improvements; Spring Creek/Custer–Independence–Coit Intersection Improvements; Street/Alley/Screening Wall projects - Street Repairs/Improvements/Resurfacing – District 3

Director of Public Works/Engineering Upchurch advised regarding projects in the area including the Coit Road/Legacy Drive intersection; Spring Creek Parkway/Coit Road median left-turn; Hedgcoxe Drive/Coit Road left turn lanes; Spring Creek Parkway/Custer Road–Independence Parkway–Coit Road Intersection Improvements; and various Street/Alley/Screening Wall projects. He spoke to major improvements on Spring Creek Parkway from Alma Drive to Coit Road and both Custer Road and Independence Parkway from S.H. 190 to S.H. 121. Mr. Upchurch spoke to stimulus monies provided for the Legacy Drive/Preston Road intersection and funding from Collin County for improvements. He advised that “walk” signs will be included at Coit Road/Legacy Drive and spoke to the process of determining concrete failure on roadways. Mr. Upchurch spoke to removal of grade separated intersections throughout the City and responded to a citizen's concerns regarding the median of Independence Parkway north of McDermott Road.

Median Left Turn video

Transportation Engineering Manager Neal spoke to the installation of countdown pedestrian signals throughout the City and the use of technology in reducing collisions. He spoke to Council direction in 2004 to explore at-grade level improvements and reviewed the median left-turn design which has a high benefit-to-cost ratio, utilizes minimal additional right-of-way, provides minimal disruption, offers long-term results, retains the Texas U-turn and is increasing in use across the country. He advised that other installations include Plano Parkway at Preston Road and Spring Creek Parkway at Coit Road. Mr. Neal responded to citizen questions, advising that the location at Legacy Drive/Preston Road will be evaluated before moving to other locations and that information will be provided to the public through homeowner associations and professional groups. He spoke to the coordination of signals, uniformity of signage, the need for a different design should all four directions be changed, and movement of emergency vehicles through the intersection.

Mayor Pro Tem Dunlap opened the floor for general questions. Mayor Dyer responded to a citizen's question, advising that the DART rail line will not move further north until other cities join the system. Mr. Dunlap spoke to review of DART parking access by non-city residents and the use of large vehicles on fixed routes with small ones on variable routes. Director of Planning Jarrell spoke to delays in development of a Downtown mixed-use project due to economic conditions. Mr. Dunlap responded to a citizen regarding the Arts of Collin County, advising that the City of Frisco is currently at the forefront and that the three cities will meet within the next 30-45 days. Director of Sustainability Nevil spoke to the City's energy-use policy conserving costs and Assistant City Manager Israelson spoke to the water rate structure. City Manager Muehlenbeck spoke to the water district's "take-or-pay" contract, the need for a unanimous vote by all member cities for revision, and advised that the cost of another lake/reservoir may impact water rates. Mr. Neal advised that the City's portion of the median left-turn lane is \$250,000 with the remaining funding from federal, state and regional monies. Mr. Dunlap spoke to efforts at the state level to encourage conservation.

Mayor Pro Tem Dunlap thanked those in attendance. Nothing further was discussed and the meeting was closed at 8:45 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
May 21, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Special Called Worksession on Friday, May 21, 2010, at 1:09 p.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75075. All Council Members were present. Council Member Callison arrived at 1:10 p.m. and Council Member Harris arrived at 1:39 p.m.

Organizational Group Dynamics, Learning Styles and Problem Solving

Lyle Sumek, of Lyle Sumek Associates, Inc. facilitated the worksession and reviewed the agenda for the day, beginning with the components of a team: recognizing goals (unifying purpose); the roles each will play to contribute to the goal; executing (analyzing, decision-making, and adjusting); cooperative attitude; and trust. He spoke to realities of the world today: economic crisis/severe recession; upset people; a world of “instant”; anti-government/anti-tax attitudes; increasing demands for services; and the global outlook (interdependence among nations). Mr. Sumek spoke to important Council characteristics: living with a passion for the community; facing reality; having focus; adding value for citizens; preparing for success; making decisions with the long-term in mind; being nimble and resilient; developing partners; taking risks for a better future; and producing results. He spoke to the possible reactions the Council may have including: a state of denial; looking for a savior; analyzing for predictability; panicked survivalist; or being a realist.

Mr. Sumek reviewed the elements of problem solving and decision-making including the use of experience; observation; analysis and action and how these apply to each member of the Council. He further reviewed the keys to success including taking the time to work as a team; use worksessions to focus early on issues; use field trips to experience and discuss problems; assess/identify/evaluate options; present initial ideas for discussion; develop plans with defined outcomes, options and actions; make decisions; monitor implementation through progress reports and evaluate performance changing direction when necessary.

The Council recessed the worksession for at 2:47 p.m. and reconvened at 2:58 p.m.

Mr. Sumek reviewed the elements of conflict resolution and negotiation including: competing; accommodating; avoiding; collaborating; and compromising and how these apply to each member of the Council. He further reviewed the keys to success including knowing the bottom line; listening and understanding the bottom line of other parties; identifying areas of agreement for closure; developing a negotiating strategy; using worksessions for negotiation; summarize agreements and test with others; get closure and commitment; avoid carrying one negotiation to another; and support the resolution once the Council leaves the room.

Mr. Sumek spoke to generational and regional impacts on leadership styles. He responded to City Manager Muehlenbeck advising that discussion on May 22, 2010 will include prioritization of Council directives.

There being no further discussion, Mayor Dyer adjourned the meeting at 4:45 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
May 22, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Special Called Worksession on Saturday, May 22, 2010, at 8:31 a.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75075. All Council Members were present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Overarching Themes, Goals and Core Businesses, including Council Governance, Roles and Responsibilities. Council may discuss and provide direction and action on the FY 2010/2011 Budget and Core Business Services.

Lyle Sumek, of Lyle Sumek Associates, Inc. facilitated the worksession and reviewed the strategic planning process: vision being the destination; five-year plan of goals and challenges; execution of a one-year plan; the mission defining the responsibility of City government; and the core beliefs that define performance standards. He reviewed the shift in the outlook of city leaders: Being revenue-driven versus service-value driven; Looking at tax payer versus customers paying for cost of service; Shifting from development new areas to redevelopment; Departmental advocacy versus responsible executives; Happiness versus making difficult choices; and Growth versus sustainability.

Mr. Sumek spoke to the category of *Financially Strong City with Service Excellence* and achievement of goals in 2009-10 including addressing the budget process through core matrixes; looking for service efficiencies and cost reductions; showing financial responsibility through the tax rate; using the bond election as an investment in the City's future; realizing returns from the Economic Development tax increase; offering transparent City government; "AAA" bond rating; nationally recognized for service quality; and a seamless transition to new managers for the Parks and Recreation and Library Departments. The Council discussed the pressures on Staff to maintain a high level of service and the use of technology for efficiencies.

Mr. Sumek spoke to the category of *Safe Large City* and the achievement of goals including the Animal Shelter expansion; Police/Fire-EMS reaccreditation; success of National Night Out; recognition as one of the safest cities; the opening of Fire Station 12, the logistics warehouse, the Emergency Operations Center; the success of red light cameras; crime rate reduction; and Moto Mesh/radio replacement. He spoke to the *Strong Local Economy* and companies that have located in the City bringing employment and expansion of the commercial tax base. Mr. Sumek spoke to *Great Neighborhoods – 1st Choice to Live* and achievements including the Caddo Park Neighborhood Plan; Comprehensive Plan update; sales of foreclosed properties; near completion of the Residential Modernization Handbook; preparations for updating at Carpenter Park Recreation Center; progress on updating the Zoning Ordinance; and efforts of the Census Complete Count Committee.

Mr. Sumek spoke to *Exciting Urban Centers – Destination for Residents and Guests* including the amendment of regulations for private clubs; expansion/renovations in the downtown area; zoning of a new urban center; Turnpike Commons; and expansion in Legacy Town Center. He spoke to *Partnering for Community Benefit* and work with the Regional Transportation Council on the location of the Cottonbelt line; Complete Count Census Committee; public radio system; and continued support for community events (Live Green Expo). The Council spoke to other success including the opening of the Oak Point Nature Preserve; rail corridor studies and park land acquisitions.

The Council discussed what success in 2015 would entail and collectively identified; financially strong City government; stable revenue and budget; high quality of services valued by residents; "AAA" bond rating; destination for people to live and businesses to locate; maintaining the quality of life; attract, retain and help grow businesses; revitalized aging commercial centers; Collin Creek Mall - significant movement in terms of redevelopment; being known as a safe City both nationally and state-wide; maintaining a low or lowest tax rate; City management in place and effective; significant commercial growth; sustainable financially and socio-economically; DART expansion to the north; Arts of Collin County in place and utilized; stronger and more developed partnerships; and reputation as a premier City in Collin County. City Manager Muehlenbeck spoke to concerns regarding resources, the lack of control over DART's expansion and other cities with available 4a-4b funding. Council Member Davidson spoke to developing partnerships.

The Council discussed action ideas including: addressing direction of the Research/Technology District; the direction of the Arts of Collin County; Collin Creek Mall; addressing the budget process including service priority and the tax rate; consideration of a convention center; library services; economic development; collective bargaining; health care forms; City grants programs; a 12th Street Station; residential development; the City's position and next steps with regard to DART; Los Rios Country Club; the Pecan Hollow remodeling project; determining a responsible tax rate for a sustainable City; a U.S. 75 Corridor Plan; and City-PISD relationships. Deputy City Manager Glasscock advised he would prepare information regarding collective bargaining.

The Council recessed the worksession at 10:12 a.m. and reconvened at 10:20 a.m.

The Council further discussed action ideas including the Economic Development Board and its funding; cooperative efforts with the faith community; Douglass Center management; partnering with the Chamber for *Shop Plano First*; water/sewer rates; radio system replacement; Carpenter Recreation Center renovations; Fire Station #13; funding of the 2010 citizen survey; revised criteria for the Buffington Grants; expansion of the animal shelter; alcohol sales at public events; community building events; management succession; evaluating the needs of human service agencies; direction on addition of a major hotel; downtown development; public communications; indoor farmer's market; county bond fund for roadways and utilizing an economic development fund for redevelopment.

The Council updated and ranked their goals in the following order: Financially Strong City with Service Excellence; Safe Large City; Strong Local Economy; Great Neighborhoods – 1st Choice to Live; Exciting Urban Centers – Destination for Residents and Guests; and Partnering for Community Benefit.

Financially Strong City with Service Excellence

The Council identified objectives as balanced and reliable revenue sources to include the tax rate to support defined services, service levels and investing in the future; services delivered in the most cost-effective manner; investing in maintaining City infrastructure and facilities; maintaining a "AAA" bond rating; City services and service level responsive to the needs of residents; and effective use of technology to enhance service delivery and operating efficiencies and providing information to citizens. Challenges and opportunities identified by the Council were declining and uncertain City revenues; residents' attitude toward the cost of government and taxes; and increasing service demands and residents' expectations. The Council collectively identified priority actions including the direction of the budget for FY 2010-11 and the three-year forecast; water/sewer capital projects and funding; funding for economic development; and potential alcohol package sales.

The Council recessed the worksession at 11:36 a.m. and reconvened at 11:49 a.m.

Safe Large City

The Council identified objectives as a low crime rate; timely response to an emergency call for service; Public Safety Departments working with the community and residents sharing responsibilities for safety; residents' feeling and being safe - in their homes, community and in reporting issues to the City; a visible and known police presence in the community and neighborhoods; effective use of technology; and community prepared for all hazard response and recovery. Challenges and opportunities identified by the Council were continuing as one of the safest cities in Texas and the nation; maintaining appropriate public safety staffing; cost and funding for public safety; legislative action by federal and state governments; and the use of technology. The Council directed Staff to continue efforts related to the construction of Fire Station #13; radio system expansion; update of the Emergency Management Plan and opening the operations center; animal shelter expansion; Moto Mesh; expansion of the red-light camera system; and expanding communications to citizens regarding public safety services.

Strong Local Economy

The Council collectively identified objectives as having the reputation as a "business friendly" environment; retention and growth of Plano's businesses; Plano recognized as a "Major Business Center" with headquarters for major corporations; having a strong, vibrant and unique retail sector; and diverse new businesses attracted to Plano. Challenges and opportunities identified by the Council were: business investment with an uncertain national economy; growth and expansion of Plano businesses; competition from other cities; aging retail centers and attitude of property owners; and City tools/funding for redevelopment. The Council collectively identified priority actions to include analysis of a convention venue and review of Research/Technology District plan and regulations.

Great Neighborhoods – First Choice to Live

The Council collectively identified objectives as young professional families moving into mature neighborhoods; well-maintained City infrastructure and facilities, trees and streetscapes; increasing homeownership in mature neighborhoods; upgrading the quality and livability of older homes; and convenient access to services needed on a daily basis, shopping and leisure opportunities. Challenges and opportunities identified by the Council were the modernization of older homes; attracting young families to mature neighborhoods; code compliance and neighborhood appearance; and increasing rentals in single-family neighborhoods. The Council collectively identified addressing Douglass Community Center management as a priority action.

The Council recessed the worksession at 2:00 p.m. and reconvened at 2:06 p.m.

Exciting Urban Centers – Destination for Residents and Guests

The Council collectively identified objectives as vibrant downtown as a destination for entertainment, eating and retail with a reputation as a “cool” unique place to go; Legacy Center continuing to develop as an urban center; Collin Creek revitalized as a regional destination; retail and services to support residents in urban centers; revitalized older shopping centers; and selected four corner shopping areas developed and redeveloped as mixed-use centers. Challenges and opportunities identified by the Council were rekindling interest and enthusiasm in downtown Plano; working with current businesses and property owners; and assembling land into developable sizes. The Council collectively identified priority actions to include addressing the TIF #2 finance plan and land acquisition; location of the Cotton Belt red line interchange; and the Arts of Collin County.

Partnering for Community Benefit

The Council collectively identified objectives as enhancing relationships and partnerships with the school district; active participation and leadership in regional organizations; City involving residents and corporations in programs and service delivery through volunteerism and partnerships; working with other cities to address regional issues; enhancing relationships and partnerships with faith-based and diverse cultural groups. Challenges and opportunities identified by the Council were competing goals and interests among community organizations; relationships with legislative delegations; leveraging resources for community benefit; and advocacy for the City and protecting the interests of Plano. The Council collectively identified priority actions to include a City-school strategy and partnering with other cities in Collin County.

The Council recessed the worksession at 2:57 p.m. and reconvened at 3:11 p.m.

Policy Agenda 2010

The Council identified their top priorities and direction: moving forward with the FY 2010-11 budget and three-year forecast; reviewing information for water/sewer capital projects and funding; review of alcohol package sales; developing an overview of Research/Technology District plans and regulations; and Cottonbelt/Red Line Interchange. The Council identified those areas of high priority as: direction for Douglass Center management; continuing efforts on the TIF #2 financing plan land acquisition; and the Arts of Collin County. Mr. Sumek advised that per the Council’s prioritization an increase in economic development funding did not emerge as a top/high priority item.

Mayor Dyer thanked those in attendance and adjourned the meeting at 3:39 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 24, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:06 p.m., Monday, May 24, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Harris who arrived at 6:01 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071, discuss Real Estate, Section 551.072 and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:58 p.m.

Consideration and action resulting from Executive Session discussion:

No items were considered.

Discussion and Direction Regarding Library Services

City Manager Muehlenbeck reviewed the previous proposal of closing the libraries on Sundays, stated that the cuts would result in a savings of \$282,000 this year and \$365,000 next year and spoke to extending hours at Haggard Library to comply with Texas State Library requirements. He spoke to the loss of 26 full-time positions since July 2008, the need for 5.5 positions without closing on Sundays and \$100,000 budgeted for publications. Council Member Smith stated concern regarding Sunday closings.

Director of Libraries Ziegler spoke to the impacts felt when Haggard Library was closed for remodeling and the need for a full contingent of Staff if libraries were to stay open later on Saturdays. Deputy Mayor Pro Tem Miner and Council Members Callison and LaRosiliere stated opposition to closing the libraries on Sundays. Council Member Smith spoke to consideration of funding for book purchases and Council Member LaRosiliere spoke to considering other cuts or revenue enhancements. City Manager Muehlenbeck advised that Staff would need to come back with proposals. Council Member Davidson spoke to leaving positions in place and considering reductions in FY 2011-12 and City Manager Muehlenbeck spoke to possible resultant layoffs. Mayor Dyer advised that no action would be taken at this time.

2010 Complete Count Census Committee Report

Senior Planner Steve Sims introduced Chair Tom Martin of the 2010 Complete Count Census Committee who reviewed how the census impacts distribution of \$300 billion in federal funds, allocation of legislative districts, and the future of transportation, housing, business and economic development and governmental services in communities. Mr. Martin advised that there were more than 7,000 committees across the nation with over 400 in Texas. He spoke to subcommittees including: business, community networking, institutional and media; twenty people serving on the committee; and recognized Staff efforts. Mr. Sims spoke to the mail return rate of 76% (the same as the 1990 and 2000 censuses), Plano being first among Texas cities over 150,000, and diversity of the 265,000+ residents with 25% born in other nations. He spoke to expenses of \$7,200+ from the \$30,000 appropriated, a grant received, and promotional materials provided by the Census Bureau.

Vice-Chair Mendelson spoke to the success of the committee and recommendations for 2020 including: identify and partner with Hispanic leadership, outreach to young adults, utilize an ad-hoc committee structure, recruitment of faith-based leadership, inclusion of school districts within Plano (i.e. Frisco), diverse subcommittees, and outreach to seniors. She spoke to positive work with Staff and the experience, census takers proceeding to field work, and sunsetting the committee. Mayor Dyer thanked everyone for their efforts.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that for the month of April 2010, revenue as the percentage of budget for the General, Water and Sewer and Golf Course funds were down slightly as compared to the prior year with Sustainability & Environmental Services revenues up slightly. She advised that actual revenues in the General Fund were down by \$3.9 million due to decreases in sales tax, ad valorem taxes, and franchise fees. She spoke to the large number of protests for property assessments, actual expenditures in the General Fund with personnel costs down by \$1.8 million, stability of the unemployment rate and positive aspects of the housing market including a decrease in the number of days on the market. She spoke to increases in Water and Sewer Fund expenditures including the environmental education building and payments to the North Texas Municipal Water District.

Departmental Report – Public Safety Communications

Director of Public Safety Communications Timmons spoke to the importance of the people in the department, highly integrated operational and coordinated efforts with Fire/Police, and the City of Plano having one of eleven in the country to receive the CALEA's Flagship designation. He spoke to the two major divisions of operation including Dispatch with 81 full-time positions (a average dispatcher handles 4600 incidences per year) handling Police, Fire, EMS & 9-1-1 calls with after hour calls for Animal Control, the public alert system, access to Cable television network and limited reverse telephone notification. Mr. Timmons spoke to the Radio Infrastructure Division responsible for maintenance and operation of a regional voice and data public safety grade system in partnership with other cities and entities. He spoke to major projects including the replacement of the 19-year old regional radio system, preparation for Next Generation of 9-1-1, staff training and quality assurance, and encouraging citizen preparation for major incidents. Mr. Timmons spoke to staffing concerns, waiting for other cities to implement the new 9-1-1 system before moving forward and having a reserve account for funding.

Council Items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Mayor Pro Tem Dunlap requested that Consent Agenda Items "B," Bid No. 2010-110-B for Bluebonnet Hike & Bike Trail Extension to Ratliff Hardscape, Ltd. in the amount of \$597,015; "G," Bid No. 2010-120-B for Avenue R Reconstruction project to Jim Bowman Construction Co., L.P. in the amount of \$330,429; and "H," Bid No. 2010-119-B for the 2009-2010 Pavement Maintenance Project, Phase II – 18th Street, Cross Bend Road, Enterprise Drive, Mission Ridge Road, Silverstone Drive, and Westwood Drive to Jerusalem Corporation, Inc. in the amount of \$597,593 be removed for individual consideration due to possible conflicts of interest.

Council Member Davidson requested that Consent Agenda Item "F," RFQ No. 2010-3-C for a 5 year contract for EMS Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano in the amount of \$420,000 be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:47 p.m.

Phil Dyer, Mayor

ATTEST:

Alice Snyder, Assistant City Secretary

PLANO CITY COUNCIL
May 24, 2010

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, May 24, 2010, at 7:03 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Edlen Cowley of St. Andrew United Methodist Church and the presentation of colors and Pledge of Allegiance was led by American Legion Post 321 Honor Guard.

Mayor Dyer provided Special Recognitions to Plano Student Ambassadors and Julianna Gonzales, Presidential Management Fellow.

Comments of Public Interest

Citizen of the City James R. Davis spoke to the lack of accountability for the Plano African American Museum and requested the City develop higher performance standards and only provide funding if museum leadership can provide a strategic plan and performance benchmarks that helps ensure that genuine progress is being made. Citizen of the City T.J. Johnson urged the City to suspend negotiations and not approve the contract with the Boys & Girls Club for operation and management of the Douglass Community Center. She spoke to the Boys & Girls Club focus on programs and services for youth and teens with the center representing a gathering place for all. Ms. Johnson requested an agenda item to find a workable solution to balance the concerns of the community. Clarence Ford, Pastor of Hill Chapel, stated the whole of the citizenship of the Douglass Community cannot be served by the City divesting its interest from the center and turning over operations.

Citizen of the City Eleanor Evans spoke to taking away the hub of the Douglass Community and requested the Council not approve any proposed contract with the Boys & Girls Club. Citizen of the City Pamela Payne spoke to the need for the center to act as a City-funded place for all people and tax-paying citizens. Pastor Sam Fenceroy, Sr. Pastor with Mt. Olive Church spoke of how everything runs through the Douglass Community Center as the heart of the community. Citizen of the City Ralph Williams requested the Council refrain from entering into any type of contract with the Boys & Girls Club or any other organization to take over any management and operation of the Douglass Community Center without further investigation. He spoke to focusing on making the center more available to the rest of the community through advertising and requested an agenda item so that the Council can work with the community. Mayor Dyer advised that there will be a future agenda item.

Consent Agenda

Upon the request of Mayor Pro Tem Dunlap, Consent Agenda Items “B,” “G,” and “H” were removed for individual consideration due to possible conflicts of interest.

Upon the request of Council Member Davidson, Consent Agenda Item “F” was removed for individual consideration due to a possible conflict of interest.

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

Approval of Minutes (Consent Agenda Item “A”)
May 10, 2010

Approval of Expenditures

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

Bid No. 2010-109-B for the purchase of one (1) One Ton Extended Cab/Chassis w/Utility Body and Valve Operator for the Fleet Department to be utilized by Utility Operations from Planet Ford in the amount of \$51,198 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2010-62-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Ammunition for the Police Department; to Precision Delta Corp in the estimated annual amount of \$5,482, GT Distributors Inc. in the estimated annual amount of \$19,820, and Barney's Police Supplies in the estimated annual amount of \$76,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Bid No. 2010-98-B for the purchase of three (3) 3/4 Ton Utility Trucks, one (1) 1/2 Ton PU, one (1) 3/4 Ton PU, and one (1) One Ton Crew Cab Utility Body PU for the Fleet Department to be utilized by Pumping Facilities, Meter Services, and Streets from Caldwell Country Chevrolet in the amount of \$160,909 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2010-117-B for Erosion Control Pittman Creek Rehabilitation and DART R.O.W. Retaining Wall project to Austin Filter Systems, Inc., in the amount of \$939,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Purchase from an Existing Contract

To approve the purchase and installation of playground equipment for Douglass Community Center and Daycare and Hackberry Park in the amount of \$172,527 from Miracle Recreation Equipment Company through an existing contract with PISD and authorizing the City Manager to execute all necessary documents (2008-51-I/PISD #2007-071). (Consent Agenda Item “J”)

To approve the purchase of mobile computer workstations for the Police Department in the amount of \$279,118 from Motorola Inc. through an existing contract/agreement with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1304) (Consent Agenda Item “K”)

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 Huitt-Zollars, Inc. in the amount of \$448,635 for the Preston Road Corridor project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Drainage Improvements – Briarwood, Liverpool & Stoney Point project in the amount of \$36,400 from Lam Consulting Engineering. This modification will provide for the design of drainage improvements in the 3200 & 3300 blocks of Greenbriar Lane. (Consent Agenda Item “M”)

To approve and authorize Contract Modification No. 1 for additional design services for Ridgewood Water Infrastructure Rehabilitation project in the amount of \$68,000 from GSWW, a Division of Burgess & Niple, Inc. This modification will provide for the design of paving improvements at several locations of the project. (Consent Agenda Item “N”)

Adoption of Resolutions

Resolution No. 2010-5-10(R): To ratify the terms and conditions of an interim contract by and between Republic Waste Services, Inc. D/B/A Allied Waste Services and the City of Plano for residential recycling processing services, approving its execution by the City Manager, and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2010-5-11(R): To authorize the purchase of the AgileMesh networked video surveillance system and maintenance support from AgileMesh, a sole-source provider, in the amount of \$112,950 for use by the Plano Police Department; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date. (Consent Agenda Item “P”)

Resolution No. 2010-5-12(R): To nominate Rent-A-Center Texas, L.P. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date. (Consent Agenda Item “Q”)

Resolution No. 2010-5-13(R): To affirm the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Consent Agenda Item “R”)

Resolution No. 2010-5-14(R): To affirm the appointment of a shared board member with the Cities of Cockrell Hill, Dallas, and Glenn Heights to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Consent Agenda Item “S”)

Adoption of Ordinances

Ordinance No. 2010-5-15: To amend Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “T”)

END OF CONSENT

Due to possible conflicts of interest, Mayor Pro Tem Dunlap stepped down from the bench on the following items which were considered concurrently.

Bid No. 2010-110-B for Bluebonnet Hike & Bike Trail Extension to Ratliff Hardscape, Ltd. in the amount of \$597,015 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2010-120-B for Avenue R Reconstruction project to Jim Bowman Construction Company, LP, in the amount of \$330,429 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Bid No. 2010-119-B for the 2009-2010 Pavement Maintenance Project, Phase II - 18th Street, Cross Bend Road, Enterprise Drive, Mission Ridge Road, Silverstone Drive, and Westwood Drive to Jerusalem Corporation, Inc. in the amount of \$597,593. (Consent Agenda Item “H”)

Upon a motion made by Council Member Callison and seconded by Council Member Harris, the Council voted 7-0 to approve Bid No. 2010-110-B for Bluebonnet Hike & Bike Trail Extension to Ratliff Hardscape, Ltd. in the amount of \$597,015; Bid No. 2010-120-B for Avenue R Reconstruction project to Jim Bowman Construction Company, LP, in the amount of \$330,429; and Bid No. 2010-119-B for the 2009-2010 Pavement Maintenance Project, Phase II - 18th Street, Cross Bend Road, Enterprise Drive, Mission Ridge Road, Silverstone Drive, and Westwood Drive to Jerusalem Corporation, Inc. in the amount of \$597,593.

Deputy Mayor Pro Tem Dunlap resumed his seat at the bench.

Due to possible conflicts of interest, Council Member Davidson stepped down from the bench on the following item.

RFQ No. 2010-3-C for a 5 year contract for EMS Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. d/b/a/ Medical Center of Plano in the amount of \$420,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Smith, the Council voted 7-0 to approve RFQ No. 2010-3-C for a 5 year contract for EMS Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. d/b/a/ Medical Center of Plano in the amount of \$420,000.

Council Member Davidson resumed her seat at the bench.

Public Hearing and adoption of Ordinance No. 2010-5-16 as requested in Zoning Case 2010-04 to amend Subsection 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding overhead utilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “1”)

Ordinance No. 2010-5-16 (cont'd)

Planning Manager Firgens advised that this request was initiated by the Planning and Zoning Commission addressing the placement of overhead utilities underground and repealing the requirement for Commercial Employment (CE) and Central Business-1 (CB-1) as it is in overlay districts. She spoke to the substantial increase in the cost of placing lines underground as related to development costs, the Public Utility Commission preventing cities from requiring new lines underground, the importance of applying regulations consistently across the City, and the recommendation of approval from the Planning and Zoning Commission as follows:

Section 2.800 District Charts

Subsection 2.822 CB-1 - Central Business-1

6. Special Rules for CE and CB-1 Zoning

- e. ~~Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~
 - i. ~~Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
 - ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced or upgraded.~~

Subsection 2.823 CE - Commercial Employment

7. Special Rules for CE and CB-1 Zoning

- e. ~~Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~
 - i. ~~Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communication lines sharing the same support structures. Single post concrete and/or steel support structures are required:~~
 - ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

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

Ordinance No. 2010-5-16 (cont'd)

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to amend Subsection 2.822 and Subsection 2.823 of Section 2.800 of Article 2 and related sections of the Comprehensive Zoning Ordinance of the City, regarding overhead utilities; as requested in Zoning Case 2010-04 and as recommended by the Planning and Zoning Commission and further to adopt Ordinance No. 2010-5-16.

Mayor Pro Tem Dunlap invited the public to attend the Memorial Day planned at the Plano Municipal Center.

There being no further discussion, Mayor Dyer adjourned the meeting at 7:49 p.m.

Phil Dyer, MAYOR

ATTEST:

Alice Snyder, Assistant City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Purchasing/ICAD		
Department Head		Mike Ryan/Bob Smeby		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
Bid No. 2010-129-B for the purchase of Steel Signal Poles and Anchor Bolts to be utilized by Traffic Operations to SANPEC, Inc. in the amount of \$106,612 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	-854,223	0	-854,223
This Item	0	-106,612	0	-106,612
BALANCE	0	39,165	0	39,165
FUND(S): WAREHOUSE				
COMMENTS: Funds are included in the FY 2009-10 adopted budget to purchase Signal Poles and Anchor Bolts. The remaining balance will be used for other Warehouse stock purchases. STRATEGIC PLAN GOAL: The purchase of Signal Poles and Anchor Bolts relate to the City's goal of a "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Staff recommends the purchase of Steel Signal Poles and Anchor Bolts to be utilized by Utility Operations from SANPEC, Inc. in the amount of \$106,612 (Bid No. 2010-129-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies NA	



MEMORANDUM

DATE: May 20, 2010

TO: Earl Whitaker, Purchasing Buyer

FROM: Bob Smeby, Inventory Control/Asset Disposal Supervisor

SUBJECT: It is the recommendation from ICAD based on inventory requirements and from Signals Department based on specification to award the complete bid to SANPEC, Inc. for Bid #2010-129-B in the amount of \$106,612.00 for component integrity reasons.

The specifics of this bid are on file with the Purchasing Division.

Bob Smeby
Inventory Control/Asset Disposal
Supervisor

CITY OF PLANO
BID NO. 2010-129-B
Steel Signal Pole Assembly

BID RECAP

Bid opening Date/Time: May 18, 2010 @ 3:00 pm

Number of Vendors Notified: 5433

Vendors Submitting "No Bids": 5

Number of Bids Submitted: 9

SANPEC, Inc.	\$ 106,612.00
Trinity Structural Components, LLC	\$118,858.00
Power-Lite Industries, Inc.	\$133,080.00
KW Industries	\$139,610.00
Union Metal Corp.	\$139,872.00
Structural & Steel Products, Inc.	\$142,820.00
Continental Pole & Lighting	\$145,914.00
RISCO SUPPLY CO. INC.	\$155,740.00
Traffco Products, LLC	\$169,318.00

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor:

<u>SANPEC, Inc.</u>	\$106,612.00
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Earl S. Whitaker

Earl S. Whitaker
Buyer

May 27, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
To approve the purchase of four ultraviolet sanitation systems for aquatic facilities in the amount of \$128,440 from (Sunbelt Pools, Inc.) through an existing BuyBoard Contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract Number: 288-08)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-128,440	0	-128,440
BALANCE	0	-128,440	0	-128,440
FUND(S): GENERAL FUND				
<p>COMMENTS: This item is a State-mandated item which is not included in the FY 2009-10 Budget. This mandated expense was signed into law on April 30, 2010, with an effective date of May 1, 2010. There is a companion supplemental appropriation agenda item in the same amount, \$128,440.</p> <p>STRATEGIC PLAN GOAL: Upgrading aquatic facilities for compliance with state mandates relates to the City's Goals of Safe Large City and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>Effective May 1, 2010, the State of Texas Department of Health Services passed a new bill requiring a secondary sanitation system on any aquatic facility that included a public interactive water feature. The City of Plano has four locations that will require an ultraviolet sanitation system to comply with this new legislation. These locations are Oak Point Center outdoor pool, Jack Carter Activity Pool, and the outdoor pools at the Tom Muehlenbeck Center. This bill was passed to help preserve the health of safety of the citizens of the state of Texas by aiding in the prevention of recreational water illnesses. While in its draft form, aquatic professionals estimated an adequate compliance timeframe; however, the bill was signed April 30, 2010 and went into immediate effect May 1, 2010 with no variance on compliance time.</p>				
List of Supporting Documents: Quote			Other Departments, Boards, Commissions or Agencies	



May 26, 2010

City of Plano

BUY BOARD CONTRACT: 288-08 Water Treatment Supplies & Equipment

Item 9 – Swimming Pool Mechanical Equipment

Quote for Ultraviolet Systems

Install Ultraviolet sanitation and chloramines destruction systems on existing piping at the existing pools:

. Each UV System includes:

- ETS Ultra Violet medium pressure unit
- ETS control panel with display
- 316L stainless steel chamber
- Flow through design
- Medium pressure UV bulbs
- Automatic wiper system for quartz tubes
- Full one year warranty on equipment and installation
- 4,000 hour warranty on UV bulbs
- Optional 5 year warranty if service contract is entered
- All pipe, fittings and reducers necessary for installation into existing system
- Installation by factory authorized technicians
- Full start up and training on unit

Jack Carter Kiddie Pool: ECF 215-6 \$41,288.75 less 20% -- \$33,031.00

Oak Point Outdoor Pool: ECF 215-6 \$41,825.00 less 20% -- \$33,460.00

Tom Muehlenbeck Outdoor Upper Pool: ECF 220-8 \$45,151.25 less 20% -- \$36,121.00

Tom Muehlenbeck Outdoor Lower Pool: SP-25-6 \$32,285.00 less 20% -- \$25,828.00

10555 PLANO ROAD DALLAS, TEXAS 75238-1305 214 343.1133

817 649.8794 1 800 548.9115 FAX 214 343.1201

www.sunbeltpools.com robm@sunbeltpools.com



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		PURCHASING		
Department Head		MIKE RYAN		
Agenda Coordinator (include phone #): GLENN HAYES X 7539				
CAPTION				
To approve the purchase of computer equipment in the amount of \$66,021 for the Department of Emergency Management from Dell Computer through an existing contract with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-890-TX)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	68,000	0	68,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-66,021	0	-66,021
BALANCE	0	1,979	0	1,979
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the FY 2009-10 adopted budget to purchase Computer Technology for the new Emergency Operations Center / Training Facility. Remaining balance will be used for other equipment purchases. STRATEGIC PLAN GOAL: Providing technology equipment for the new Emergency Operations Center relates to the City's goal of a "Financially Strong City with Service Excellence."				
SUMMARY OF ITEM				
Staff recommends the purchase of computers, laptops, printers, docking stations and storage carts in the amount of \$66,021 from Dell through an existing agreement with the Texas Department of Information Resources (DIR-SDD-890-TX), and authorizing the City Manager to execute all necessary documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive sealed bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



MEMORANDUM

TO: Glenna Hayes, Buyer Supervisor

FROM: S. Shane Stovall, Director, Emergency Management

DATE: June 2, 2010

SUBJECT: **Request to Purchase Computer Equipment for New Training Facility / Emergency Operations Center From Existing Contract**

As you are aware, we are working on purchasing items for the new City of Plano Training Facility / Emergency Operations Center (EOC). I am requesting that the purchase of computers, laptops, printwrs, docking stations, and storage carts in the amount of \$66,021 from Dell be done through an existing agreement with the Texas Department of Information Resources (DIR-SDD-890-TX).

Quotes were provided by the Technical Services division, who researched the U.S. Communities, TCPN, HGAC, Buy Board, TXMAS and DIR cooperatives, with the equipment being available through DIR.

If there are any questions, please do not hesitate to contact me at x5554.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		PURCHASING		
Department Head		MIKE RYAN		
Agenda Coordinator (include phone #): GLENNA HAYES X 7539				
CAPTION				
<p>To approve the purchase of office furniture in the amount of \$105,452 for the Department of Emergency Management from Plano Office Supply Company through existing agreements with Collin County Community College District and TXMAS, and authorizing the City Manager to execute all necessary documents. (CCCCD # B-3059, TXMAS # 3-711030-20)</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	135,088	0	135,088
Encumbered/Expended Amount	0	-7,747	0	-7,747
This Item	0	-105,452	0	-105,452
BALANCE	0	21,889	0	21,889
FUND(s): GENERAL FUND				
<p>COMMENTS: Funds are included in the FY 2009-10 adopted budget to purchase Office Furniture for the new Emergency Operations Center / Training Facility. Remaining balance will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing office furniture for the new Emergency Operations Center relates to the City's goal of a "Financially Strong City with Service Excellence."</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase and installation of office furniture in the amount of \$105,452 from Plano Office Supply Company through existing agreements with Collin County Community College District (Bid # B-3059), and TXMAS (3-711030-20), and authorizing the City Manager to execute all necessary documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive sealed bids for items.</p>				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

TO: Glenna Hayes, Buyer Supervisor

FROM: S. Shane Stovall, Director, Emergency Management

DATE: June 2, 2010

**SUBJECT: Request to Purchase Furniture for New Training Facility /
Emergency Operations Center From Existing Contract**

As you are aware, we are working on purchasing items for the new City of Plano Training Facility / Emergency Operations Center (EOC). I am requesting that the purchase of furniture in the amount of \$105,452 from Plano Office Supply be done through existing agreements with the Collin County Community College District (Bid # B-3059) and TXMAS (3-711030-20).

Design work began prior to the September 2009 purchasing directive requiring comparative cooperative quotes, and the selected vendor has invested over 100 hours of consulting time.

If there are any questions, please do not hesitate to contact me at x5554.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/14/10			
Department:		Purchasing/Fleet			
Department Head		Mike Ryan/Reid Choate			
Agenda Coordinator (include phone #): Earl Whitaker x7074					
CAPTION					
To approve a one (1) year contract with five (5) optional renewals for the purchase of Fleet Fuel Cards for the Fleet Department in an estimated amount of \$1,500,000 from Mansfield Oil Company through an existing contract/agreement with Tarrant County, and authorizing the City Manager to execute all necessary documents (Tarrant County Bid No. 2010-056).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009/10; Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	5,046,200	1,500,000	6,546,200
Encumbered/Expended Amount		0	-1,480,094	0	-1,480,094
This Item		0	-700,000	-1,500,000	-2,200,000
BALANCE		0	2,866,106	0	2,866,106
FUND(S): EQUIPMENT MAINTENANCE FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Fleet Services Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2009-10 is \$700,000. The estimated future annual amount is \$1,500,000, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Providing Fleet Fuel Cards and Management Services for Fleet Services relates to the City's Goal of a "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
<p>Staff recommends the approval of a one (1) year contract with five (5) optional renewals for the purchase of Fleet Fuel Cards for the Fleet Department in an estimated amount of \$1,500,000 through an existing contract/agreement with Tarrant County. Estimated expenditure for the remainder of fiscal year 09-10 is \$700,000. 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 (Tarrant County Bid No. 2010-056).</p>					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Award Memo	Other Departments, Boards, Commissions or Agencies



MEMORANDUM

Date: April 20, 2010
To: Earl Whittaker, Buyer
From: Reid Choate, Fleet Manager
Subject: Fleet Fuel Card and Management Services

It is the recommendation of Fleet Services to enter into an annual contract for Fleet Fuel cards and Management Services from Mansfield Oil Co. through the Tarrant County contract #2010-056. This contract is for a period of one year with an option of 5, one year renewals.

Our current contract with Fuelman expires on July 15, 2010. The new contract with Mansfield Oil Co. through Tarrant County offers the City approximately 200 locations for fueling within the City compared to Fuelman which currently only offers approximately 25.

Approximate annual expenditures for this item will be \$1,500,000. Expenditures for the remainder of FY09-10 is estimated to be \$700,000.00.

If you have any questions, please contact me at 4182.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/14/10			
Department:		Purchasing/Fleet			
Department Head		Mike Ryan/Reid Choate			
Agenda Coordinator (include phone #): Earl Whitaker x7074					
CAPTION					
To approve a one (1) year contract with five (5) optional renewals for the purchase of Bulk Fuel for the Fleet Department in an estimated amount of \$1,750,000 from Martin Eagle Oil Company through an existing contract/agreement with Tarrant County, and authorizing the City Manager to execute all necessary documents (Tarrant County Bid No. 2010-046).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10; Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	5,046,200	1,750,000	6,796,200
Encumbered/Expended Amount		0	-1,480,094	0	-1,480,094
This Item		0	-800,000	-1,750,000	-2,550,000
BALANCE		0	2,766,106	0	2,766,106
FUND(S): EQUIPMENT MAINTENANCE FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Fleet Services Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2009-10 is \$800,000. The estimated future annual amount is \$1,750,000, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Providing Bulk Fuel purchases for Fleet Services relates to the City's Goal of a "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
<p>Staff recommends the approval of a one (1) year contract with five (5) optional renewals for the purchase of Bulk Fuel for the Fleet Department in an estimated amount of \$1,750,000 through an existing contract/agreement with Tarrant County. Estimated expenditure for the remainder of fiscal year 09-10 is \$800,000. 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 (Tarrant County Bid No. 2010-046).</p>					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Award Memo	Other Departments, Boards, Commissions or Agencies



MEMORANDUM

Date: April 20, 2010
To: Earl Whittaker, Buyer
From: Reid Choate, Fleet Manager
Subject: Purchase of Bulk Fuel

It is the recommendation of Fleet Services to purchase bulk fuels from Martin Eagle Oil Co. through the Tarrant County contract #2010-046. This contract is for a period of one year with an option of 5, one year renewals.

Our current fuel contract is through a Collin County contract with Martin Eagle Oil. The City will see a fuel savings of \$0.305 per gallon on unleaded fuel and \$0.005 per gallon on diesel fuel through the Tarrant County contract.

Approximate annual expenditures for this item will be \$1,750,000. Expenditures for FY09-10 are estimated to be \$800,000.00.

If you have any questions, please contact me at 4182.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of consulting services for Business Process Mapping for the Customer and Utility Services Department, in the amount of \$98,000, from Loblolly Consulting, LLC., through an existing contract/agreement with the state of Texas Department of Information Resources (DIR) and authorizing the City Manager to execute all necessary documents. (DIR-SDD-893)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	98,000	0	98,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-98,000	0	-98,000
BALANCE	0	0	0	0
FUND(S): TECHNOLOGY FUND (062)				
COMMENTS: Funds are available in the 2009-10 Technology Fund operating budget for consulting services in the amount of \$98,000. Approval of this item will allow the City to enter into an agreement with Loblolly Consulting, LLC., for a Customer and Utility Services Business Process Mapping project.				
STRATEGIC PLAN GOAL: Conducting a business process mapping project relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Technology Services requests Council approval for Loblolly Consulting, LLC., to perform consulting services for the Customer and Utility Services Department, in the amount of \$98,000, to perform a Business Process Mapping project that will define the baseline of existing processes and functionality of the current Sungard Public Sector application, formerly known as H.T.E., before any major enhancements are performed to this environment. Without a valid baseline it becomes difficult to accurately predict the impact of future changes upon operations and the customers. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-893).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract and Staff Memo				

Memo

To: Bruce Glasscock
From: David Stephens
CC: Mark Israelson
Date: 5/26/10
Re: Business Process Mapping for Customer Utility Services/Billing

As we prepare for future actions related to the Customer Utility Services/Billing systems it is necessary to do some preparation. One of these planning activities includes a procedure called Business Process Mapping (BPM). Business process mapping refers to activities involved in defining exactly what a business entity does, who is responsible, to what standard a process should be completed and how the success of a business process can be determined. This mapping will allow the City to collect information that is currently distributed among various departments and personnel.

The ability to document the existing processes and procedures used by staff is critical to understanding the utilization of the current Sungard Public Sector application, formerly known as H.T.E.. As the City of Plano looks to the future it becomes evident that no matter whether we do an upgrade to the next version of the Sungard OneSolution or look at migrating to a different application, we must make sure that functionality is defined and if services are to be impacted then those impacts are identified in advance. Any future upgrade will require an analysis to determine the desired state of the functions of the application. Without a valid baseline of existing processes and functionality, it becomes difficult to accurately predict the impact upon operations and the customers.

A request was issued to several State of Texas Department of Information (DIR) registered vendors to provide a quote for a BPM engagement. Under the DIR contract, specifically the Deliverables Based IT Services category (DBITS), these vendors were previously identified as capable of providing these types of services. The vendors who were asked to submit proposals included Gartner, Inc. (DBITS contract DIR-SDD-973) and Loblolly Consulting, LLC (DBITS contract DIR-SDD-893).

Both of the vendors submitted proposals that were detailed in terms of scope, expected impact upon staff, deliverables, and outcomes. The timeframes for both proposals were between 11 to 12 weeks in duration.

At this time I would recommend that this BPM project be awarded to Loblolly Consulting, LLC due to the lower not to exceed price they proposed. Loblolly Consulting, LLC's price of \$98,000 was lower than Gartner's price of \$106,080. This proposal is covered under the DIR contract DIR-SDD-893.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND LOBLOLLY CONSULTING, LLC
FOR BUSINESS PROCESS MAPPING
AND DOCUMENTATION PROJECT**

THIS CONTRACT is made and entered into by and between **LOBLOLLY CONSULTING, LLC**, whose address is 506 Carolyn Avenue, Austin, Texas, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall conduct a business process mapping and documentation project. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-893, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-893, on file with the City of Plano Technology Services Department;
- (c) Loblolly Consulting LLC's Statement of Work (Exhibit "A"); and
- (d) Affidavit of No Prohibited Interest (Exhibit "B").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **NINETY-EIGHT THOUSAND AND 00/100 DOLLARS (\$98,000.00)** according to the payment schedule set forth in the attached Exhibit "A."

**III.
TIME OF COMPLETION**

Contractor agrees and covenants that the duration of this project shall be 3 months (12 consecutive weeks) from June 21, 2010 through September 20, 2010.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Department of Information Resources Contract No. DIR-SDD-893 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
INDEMNIFICATION AND HOLD HARMLESS

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-

INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

X. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XII.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
FORCE MAJUERE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XV.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

XVI. SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVII. TERMINATION FOR CONVENIENCE

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

XVIII. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

**XIX.
MAILING OF NOTICES**

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

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

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

Loblolly Consulting, LLC
506 Carolyn Avenue
Austin, Texas 78705
Attn: _____

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.

**XX.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and Department of Information Resources Contract No. DIR-SDD-893 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

LOBLOLLY CONSULTING, LLC.

Date: _____

By: _____
Name: _____
Title: _____

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 _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **LOBLOLLY CONSULTING, LLC.** a _____ limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



To: David Stephens, CIO
City of Plano
1520 Ave. K
Plano, TX 75086

From: Pat Wyman, President
Loblolly Consulting, LLC

DBITS Contract Number: DIR-SDD-893

VID/Number: 1205158007900 / 48032

Subject: Business Process Mapping and Documentation Project

Loblolly Consulting is honored to provide this proposal for your consideration to conduct a Business Process Mapping (BPM) Project for the City of Plano Utility Billing Services Department (called the 'Client'). The purpose of this project is for Loblolly teamed with KEDARit to work with Utility Billing Services staff to document existing process flows, staff roles and responsibilities, and detail procedures.

SCOPE

- Interview up to 25 Client staff.
- Coordinate one-on-one and group meetings with Client staff.
- Conduct on-site one-on-one and group meetings with Client staff up to two consecutive days per week.
- Develop and incorporate policies and practices and other controls into process flow diagrams and descriptions.
- Define process related staff roles and responsibilities.
- Define and document up to 350 procedures.
- Define technology system related interactions and dependencies.
- Customize the Integrated DEFinition (IDEFO) BPM methodology to develop process flows diagrams and descriptions, and use the Information Mapping Methodology to document detail procedures. We will review the existing and/or recommend a BPM tool for this project.
- Deliver detail documents of process descriptions, process flow diagrams, detail procedures, staff roles and responsibilities, and interactions with technology systems and other departments in Microsoft Word format.
- Deliver BPM Executive Summary in Microsoft Power Point format.
- Conduct management presentation of the Executive Summary.
- Project duration of 3 months (12 consecutive weeks) from June 21th, 2010 through September 20th, 2010.



SCHEDULE

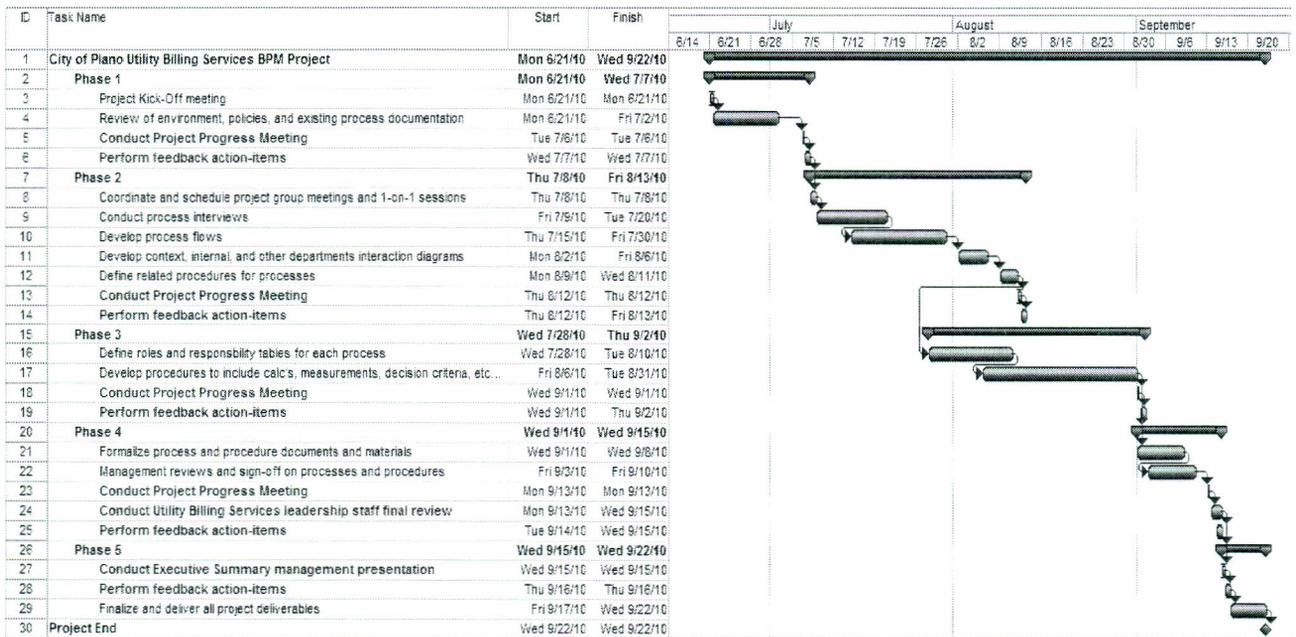
This table illustrates the planned project phases, and milestone dates.

Phase	Actions and Deliverables	Dates
1	Project kick-off meeting, environment and policy review, and technology systems demo.	Jun 21 st - July 6 th
2	Deliver documented process flows with related staff roles and responsibilities, technology system interactions, and other department interfaces.	July 8 th – Aug 13 th
3	Deliver documented process procedures that include, but are not limited to calculations, measurements, decision criteria, management reports, etc...	Aug 9 th – Sept 1 st
4	Review and finalize all process documentation with Utility Billing staff leadership.	Aug 31 st –Sept 13 th
5	Conduct management presentation of Executive Summary	Sept 15 th

PROJECT GANTT

The following illustrates the project phases, tasks and dates. This project entails:

- 3 to 4 business process mapping and procedure documentation resources
- 1440 hours of effort - estimate
- Over a 3-month period



DELIVERABLES

The final deliverables are:

- 10 bound printed color copies of the Process and Procedures Document
- CD that contains:
 - Executive Summary presentation in Microsoft PowerPoint format
 - Process and Procedures Document in Microsoft Word format
 - All related documents and materials



ASSUMPTIONS

- Client staff will be available for project meetings and follow-up calls.
- The Loblolly team is provided a work and meeting area for on-site visits.
- Client will provide a single point of contact person to coordinate meetings and interview schedules with staff.
- It is not anticipated that travel will be requested by the Client, but should a request for travel be approved the Client will be reimburse Loblolly at actual cost.

TEAM

The Loblolly assigned team is a Senior Project Manager, two Management Consultants, and a Project Officer.

PRICE

The not to exceed price for this project is \$98,000.

Should project scope items be modified by the Client in order to complete the project, Loblolly will submit to the Client a Change Order to adjust the price.

Scope items that would dictate a Change Order are:

- greater than 350 procedures are documented,
- more than 25 individual Client project participants
- additional days beyond the September 22, 2010 project end date, and
- more than two consecutive on-site days per week are required.

PAYMENT SCHEDULE

This not to exceed project price will be invoiced as follows:

1. \$49,000 (50%) payable within 10 days of the signing of the "Authorization to Proceed" for this project.
2. \$24,500 (25%) payable within 10 days of the end of Phase 2 (Aug 13, 2010).
3. \$24,500 (25%) payable within 10 days of project completion and turnover of all deliverables.

The above price and payment schedule are quoted as not to be exceeded without a Client approved written Change Order. Change Order invoices will be submitted separately and due net 10.

To confirm Loblolly resources and dates, kindly email to pwyman@loblollyconsulting.com a copy of the Purchase Order.



The signature below represents the understanding and authorization to proceed for this engagement. The signature shall be granted by an individual sufficiently authorized to act as an agent of the City of Plano in such transactions.

Authorization to Proceed

Full name

Title

Signature

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6060
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects in the amount of \$397,540 for Aquatic Center Renovation and authorizing the City Manager 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: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	500,000	3,000,000	3,500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-397,540	0	-397,540
BALANCE	0	102,460	3,000,000	3,102,460
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2009-10 Park Improvement CIP. This item, in the amount of \$397,540, will leave a current year balance of \$102,460 for the Aquatic Center Renovation project. STRATEGIC PLAN GOAL: Engineering design services for recreation center renovation relate to the City's Goal of Great Neighborhoods - 1 st Choice to Live.				
SUMMARY OF ITEM				
This agreement with Brinkley Sargent Architects is for engineering design for Aquatic Center Renovations to include evaluation of existing facility, physical and operational condition and accessibility requirements, development of conceptual landscape master plan, final design and construction administration.				
The contract fee is for \$397,540 and is detailed as follows:				
Determination of existing facility	\$	30,780		
Conceptual master landscape plan and budgets	\$	10,500		
Architect/Engineer services to include design and construction administration		\$356,260		
TOTAL		\$397,540		
The scope of design will address improving and enhancing the public entrances, renovation and redesign of locker rooms, offices, meeting room, pool and pool system, repairs and improvements, improve natural lighting and ventilation systems, and outdoor spray ground design.				
Funding is available from the Park Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$3,100,000.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Architectural Services Agreement; Location Map			N/A	

Aquatic Center Renovation 2301 Westside Dr



AQUATIC CENTER RENOVATION

PROJECT NO. 6060

ARCHITECTURAL 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 **BRINKLEY SARGENT ARCHITECTS**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **AQUATIC CENTER RENOVATION** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural 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 Architect

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

II. Scope of Services

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

III. Schedule of Work

The Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY

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

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

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its

officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

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

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

Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, Texas 75254
Attn: Dwayne Brinkley

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and Architect, 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.

BRINKLEY SARGENT ARCHITECTS
A Texas Corporation

DATE: _____

BY: _____
Dwayne Brinkley
CHAIRMAN OF THE BOARD

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 _____, 2010, by **DWAYNE BRINKLEY, CHAIRMAN OF THE BOARD of BRINKLEY SARGENT ARCHITECTS**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT "A"

Scope of Services

The scope of Architectural and Engineering services for this project involves three areas of service.

TASK ONE – Determination of Existing Facility

- 1.1 Pool Audit
 - 1.1.1 Complete an on-site visual observation of the facility and prepare a commentary on the existing condition of the:
 - Pool structure and finishes
 - Recirculation system, piping, fittings, and valves
 - Filtration system, mechanical and overflow recovery system
 - Water chemistry treatment system
 - Pump, flow meters, gauges, and controls, etc.
 - Deck equipment
 - 1.1.2 Prepare a general commentary on support spaces including the bather preparation area and equipment areas.
 - 1.1.3 Review applicable health department regulations, codes, and rules.
 - 1.1.4 Prepare an overview commentary on the existing condition of natatorium systems including:
 - Deck surface - deck drainage
 - Acoustical system
 - Heating system/air handling
 - Heating duct system
 - Dehumidification system
 - Climate control
 - Pool water heating
 - Overhead lighting/illumination, emergency lighting
 - Light fixture/ballast suspension system
 - Doors and door frames
 - Accessibility provision - A.D.A.
 - 1.1.5 Prepare specific commentary on any necessary repairs, replacement or restoration of the pool systems, including identification of issues requiring further intensive and/or invasive evaluation not provided in the scope of this agreement.
 - 1.1.6 Recommend priority of renovation or replacement of pool systems, (i.e., remedial, long range, etc.).
 - 1.1.7 Submit a written report of perceived sub-standard conditions and/or shortcomings of the pool(s) with commentary for possible action for correction, including identification of any equipment and/or systems requiring more intensive evaluation and analysis.

- 1.1.8 Information to be provided to Councilman-Hunsaker by the owner will primarily consist of furnishing all available data in written reports and in its most recent form for the facility including:
1. A written report (or copy of staff report) on existing construction or equipment problems and on-going maintenance problems. *Note: The items in the staff report will constitute the primary focus of the survey/audit study.*
 2. Original construction plans and specifications and/or subsequent construction documents for repair, renovation, replacement, etc.
 3. Operation and Maintenance Manuals.
 4. Shop drawings or other submittal data from the original construction or from subsequent construction.
 5. Submittal data or manufacturers' data on equipment now installed.
 6. A written report (or copy of staff reports) on recent work completed on the pool.
 7. A measurement of water loss in 24 hours (quiescent) report.
 8. A copy of any reports from regulatory agencies listing deficiencies at the facility.
 9. A copy of any accident reports (by the staff) or a list of perceived safety hazards to the user or staff.
 10. A "wish list" for features or changes desired at the facility. (This list could be accommodated in a stage-progression and allowances made in any plans for future work.)
 11. Cost estimates and/or proposals recently received for renovation or replacement work.
- 1.2 Conduct on-site audit of MEP systems to determine condition and manufacturer's models etc. This information to be used in development of MEP systems that will work with existing.
- 1.3 Develop CAD document files of existing architectural components including floor plans, exterior elevations and interior elevations. This work is needed since no document currently exists that accurately reflects existing building.
- 1.4 Accessibility audit of the existing building will include an on-site walk through of the facility and note accessibility deficiencies as well as documenting those elements in a written report supported by photographs.
- 1.5 Preparing a topography map of the existing site between the drainage ditch to the south, fence line to the west, road to the east, and into the existing parking lot to the north by 40' +/- . This will document all improvements and tree locations.

TASK TWO – Conceptual Master Plan and Budgets

- 2.1 Since the outside improvements are indeterminate at this time, we propose to develop a conceptual landscape master plan of the improvements including grading, plant material, landscape, and water spray ground estimated at \$600,000. This plan will identify cost of components of landscape master plan that would allow the city to authorize (with a change in services) a scope of work that will respond to the funds available for outside work once the scope of the entire project has been determined.

TASK THREE – A/E SERVICES

- 3.1 Develop architectural/engineering documents based upon agreed upon scope of work. For this contract purposes the value of the assumed scope of work is \$2,400,000 for work to the existing facility and \$600,000 for spray pad and other exterior improvements. Should this scope be increased by more than 10%, fees for this work shall be equitably adjusted.

Basic services includes all architectural/engineering work from design through construction administration of project.

Because of the nature of this renovation work we have sought to address the normal requirements for this project and have sought to excluded scope of work not normally expected. These include:

- A. Identifying or removal of hazardous material
- B. Any work relating to bridge and drainage channel on south side of building. Park lot improvements on south side.
- C. Any new utility taps assumed existing utilities have capacity.
- D. Major removal and rebuilding of pool.
- E. No LEED Certification on building.
- F. No rezoning required.
- G. Excludes structural review of existing structure for defects or remodel work to structure.
- H. City will coordinate work with Plano ISD.
- I. Refer specifically to clarifications to civil engineering contract attached exhibit 3.2.

3.2 Supplemental Scope of Work

3.1 COST ESTIMATING SERVICES

Services include preparing conceptual cost estimate and detail cost estimates at schematic design and design development phases.

3.2 CIVIL ENGINEERING

Provide civil engineering services including site horizontal control, utility plans, drainage maps, paving maps, grading plans, storm water pollution prevention plan (SW3P), utility coordination, and construction administration.

3.3 LANDSCAPE DESIGN

Services shall include selection of plant material, flatwork design/details and design of irrigation system as well as providing assistance in the bidding and construction administration of these elements. Designer shall coordinate all work with appropriate agencies. This fee is to be determined (TBD) based upon scope of work agreed upon.

3.4 AQUATICS CONSULTANT

Aquatics consultant shall design and engineer all indoor and outdoor aquatic components of this project and shall provide construction administration support for all aquatic elements.

3.5 STATE REVIEW FOR TAAS ACCESSIBILITY REQUIREMENTS

Review of documents by state approved firm for conformance. Site visits for substantial completion and final state required inspection are included. All State of Texas required submittal fees are included in this contract.

Scope of work is based upon a 10 month construction duration. If project construction is extended past this period through no fault of the Architects, Architect shall be paid \$3,500 per month (or portion thereof) for such extension.

EXHIBIT "B"

**Preliminary Project Schedule
Plano Aquatic Renovation
May 8, 2010**

Proposed Project Phasing	2010												2011												2012											
	M	J	J	A	S	O	N	D	M	J	J	A	S	O	N	D	M	J	J	A	S	O	N	D	M	J	J	A	S	O	N	D				
TASK ONE																																				
Pool Audit																																				
Topo Survey																																				
MEP Audit																																				
ADA Audit																																				
As-Builts																																				
TASK TWO																																				
Landscape Master Plan																																				
TASK THREE																																				
Schematic Design																																				
Design Development																																				
Construction Documents																																				
Bid/Negotiations																																				
Construction Administration																																				
OCCUPY																																				

Preliminary Planning

Design and Construction

2 weeks for pricing allowed after SD and DD phases.

EXHIBIT "C"

PLANO AQUATIC CENTER RENOVATIONS FEE SUMMARY

TASK ONE

1.1	Pool Audit	\$ 9,000.00
1.2	MEP Audit of Existing	\$ 4,000.00
1.3	As-Builts of Existing Building	\$ 12,080.00
1.4	Accessibility Audit	\$ 700.00
1.5	Civil Topographic Survey	\$ 5,000.00

Subtotal \$ 30,780.00

TASK TWO

2.1	Landscape Master Plan	\$ 10,500.00
-----	-----------------------	--------------

Subtotal \$ 10,500.00

TASK THREE

3.1	Basic Architectural Engineering Services	\$ 270,000.00
3.2	Supplemental Services	
3.2.1	Cost Estimating	\$ 16,000.00
3.2.2	Civil Engineering	\$ 37,000.00
3.2.3	Landscape Design	TBD
3.2.4	TAAS Accessibility	\$ 2,260.00
3.2.5	Aquatic Consultant	\$ 31,000.00

Subtotal \$ 356,260.00

Included in Base Fee
Printing / Plotting / Scanning / Deliveries / Communications
Schematic Design (4 sets)
Design Development (4 sets)
Construction Documents Check Set (2 sets)
Bidding/Negotiations Documents (Reimbursed by Contractors)
Construction Administration (1 as-built set of documents)

Total \$ 397,540.00

EXHIBIT "D"

ARCHITECTURE

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

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

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Architect 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 Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

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 \$2,000,000 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 **BRINKLEY SARGENT ARCHITECTS** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2010.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5844
CAPTION				
To approve and authorize Contract Modification No. 2 for the purchase of Professional Engineering Services for Marsh Lane South 1200 Feet in the amount of \$5,400 from Wier & Associates, Inc.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	24,750	764,250	0	789,000
Encumbered/Expended Amount	-24,750	-106,319	0	-131,069
This Item	0	-5,400	0	-5,400
BALANCE	0	652,531	0	652,531
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This modification (increasing the contract to exceed \$50,000), in the amount of \$5,400, will leave a current year balance of \$652,531 for the Marsh – Parker Road South project.</p> <p>STRATEGIC PLAN GOAL: Design services for street improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Additional design services are required for adding a median opening, left turn lane and other paving improvements to the existing project.				
The original contract amount was \$45,000.00. The Public Works & Engineering Department is seeking City Council approval of this second modification because with this addition the total contract amount will exceed \$50,000.00. The revised contract amount is \$53,200.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification 2			N/A	

CONTRACT MODIFICATION

MARSH LANE – PARKER ROAD SOUTH 1200 FEET PROJECT NO. 5844

PURCHASE ORDER NO. 165329 CIP NO. 31416

This shall serve as a **Second** Modification to the Contract between the **City of Plano, Texas** (hereinafter “City”), and **Wier & Associates, Inc.** (hereinafter “Consultant”), dated August 25, 2008 for Professional Engineering Services for the referenced project (hereinafter “Project”).

Services:

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

1. Providing engineering design work for the addition of a median opening, left turn lane and driveway alterations at Morris Tract: This work involves changing driveway locations, adding a driveway, changing fence design, adding a gate design for an 8’ wide double stockade fence gate, adding a left turn lane, adding a median opening, revising quantities for changes, revising bid tabulations, revising cross sections, revising striping plans, and revising the bid proposal.
2. Adding an 8” waterline and fire hydrant at Eagle Vale Drive.
3. Revisions to the storm drainage and pavement design at Eagle Vale Drive.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$5,400.

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

Original Contract Amount	\$	<u>45,000.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>47,800.00</u>
Amount, Modification No. 2	\$	<u>5,400.00</u>
Revised Contract Amount	\$	<u>53,200.00</u>
Total Percent Increase Including Previous Modifications		<u>18.22%</u>

CITY OF PLANO
OWNER

WIER & ASSOCIATES, INC.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Ulys Lane III, P.E., R.P.L.S.

Print
Title: CITY MANAGER

Print
Title: VICE PRESIDENT

Date: _____

Date: _____

Approved as to Form:

Diane Weatherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **ULYS LANE III, P.E., R.P.L.S., VICE PRESIDENT** of **WIER ASSOCIATES, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5845
CAPTION				
To approve and authorize Contract Modification No. 3 for the purchase of Professional Engineering Services for the Intersection Improvements on Preston Road, Spring Creek Parkway & Jupiter Road project in the amount of \$12,000 from Binkley & Barfield Consulting Engineers.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	93,600	467,400	0	561,000
Encumbered/Expended Amount	-93,600	-19,356	0	-112,956
This Item	0	-12,000	0	-12,000
BALANCE	0	436,044	0	436,044
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This modification (increasing the contract to exceed 25% of the original contract), in the amount of \$12,000, will leave a current year balance of \$436,044 for the Intersection Improvements – Preston, Jupiter & Spring Creek project.</p> <p>STRATEGIC PLAN GOAL: Intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Additional design services are required to revise the temporary traffic control plans for the reconstruction of the Jupiter Road at Technology Drive and the Jupiter Road at Summit Avenue intersections.</p> <p>The original contract amount was \$112,700. The Public Works & Engineering Department is seeking City Council approval of this third modification because we have exceeded 25% of the original contract amount with Binkley & Barfield Consulting Engineers. The revised contract amount is \$148,500.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification 3		N/A		

CONTRACT MODIFICATION

INTERSECTION IMPROVEMENTS ON PRESTON ROAD, SPRING CREEK PARKWAY & JUPITER ROAD PROJECT NO. 5845

**PURCHASE ORDER NO. 103554
CIP NO. 33-31240**

This shall serve as a **Third** Modification to the Contract between the **City of Plano, Texas** (hereinafter "City"), and **Binkley & Barfield, Inc.** (hereinafter "Consultant"), dated July 30, 2008, for Professional Engineering Services for the referenced project (hereinafter "Project").

SERVICES:

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

Provide professional engineering services to revise the temporary traffic control plans for the reconstruction of the Jupiter Road at Technology Drive and the Jupiter Road at Summit Avenue intersections to limit traffic during construction to a one-way operation and that the intersections be done one at a time and one quadrant at a time.

COMPENSATION:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$12,000. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

MODIFICATION NO. 3

Intersection Improvements on Preston Road, Spring Creek Parkway and Jupiter Road

Project No. 5845

Page 2 of 3

Original Contract Amount	\$	<u>112,700.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>136,500.00</u>
Amount, Modification No. 3	\$	<u>12,000.00</u>
Revised Contract Amount	\$	<u><u>148,500.00</u></u>
Total Percent Increase Including Previous Modifications		<u>31.77%</u>

CITY OF PLANO
OWNER

BINKLEY & BARFIELD, INC.
CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: Thomas H. Muehlenbeck

Print

Name: Fred Balster, P.E.

Print

Title: City Manager

Print

Title: Corporate Vice President

Date: _____

Date: 5-20-10

APPROVED AS TO FORM:

By: _____

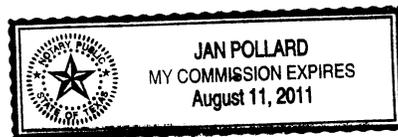
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 20th day of May, 2010, by **FRED BALSTER, P.E., CORPORATE VICE PRESIDENT**, of **BINKLEY & BARFIELD, INC.**, a Texas corporation, on behalf of said corporation.

Jan Pollard
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

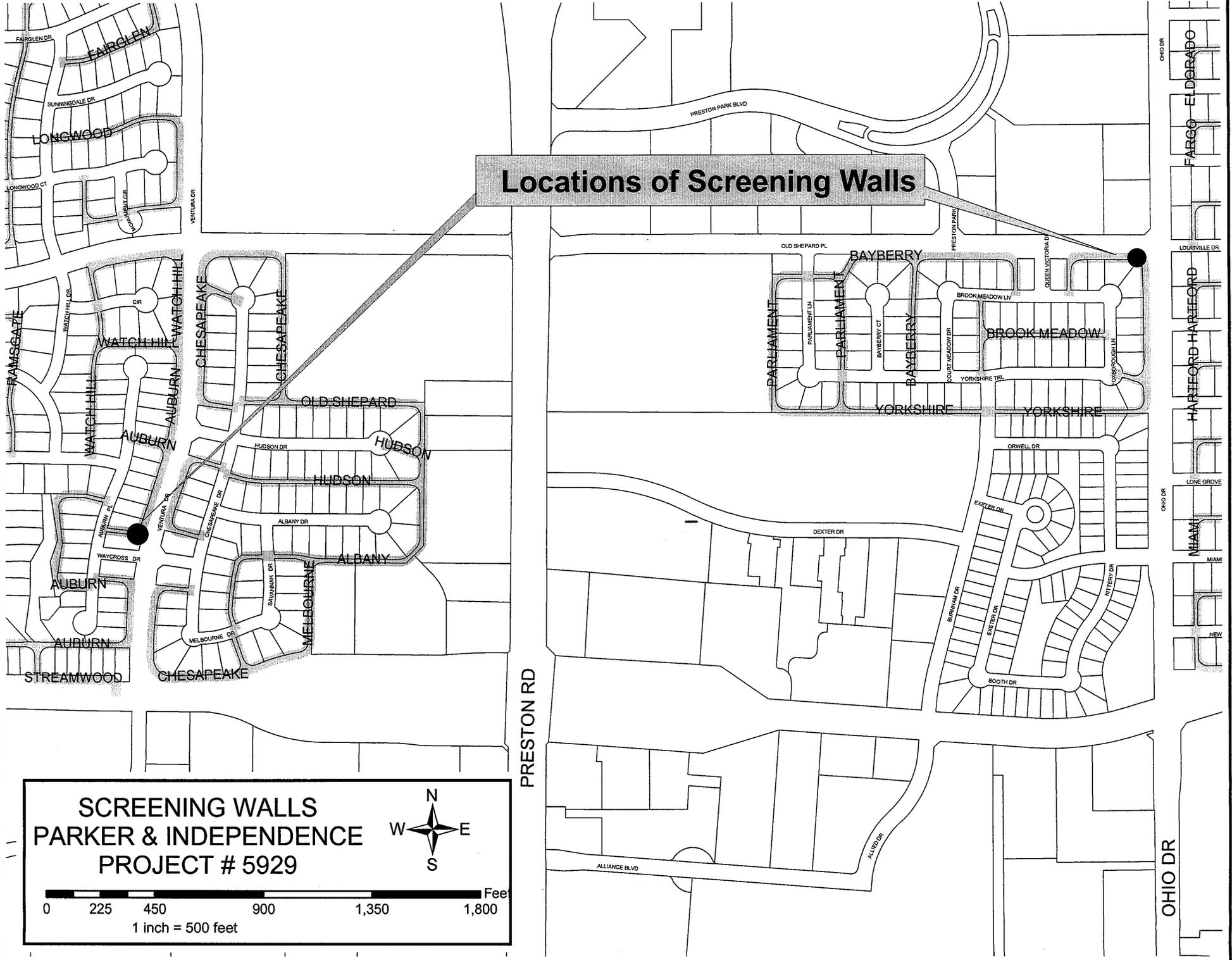
Notary Public, State of Texas



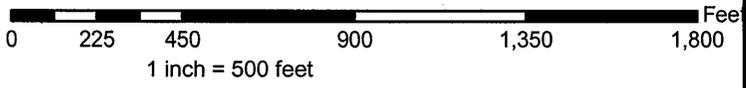
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No.5929
CAPTION				
To approve and authorize Contract Modification No. 2 for the purchase of Professional Engineering Services for Screening Wall-Parker & Independence in the amount of \$17,650 from Mandy Vassigh Engineering, Inc.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	674,000	0	674,000
Encumbered/Expended Amount	0	-70,386	0	-70,386
This Item	0	-17,650	0	-17,650
BALANCE	0	585,964	0	585,964
FUND(S): STREET IMPROVEMENT				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This modification (increases the contract to exceed 25% of the original contract), in the amount of 17,650, will leave a current year balance of \$585,964 for the Screening Wall – Parker & Independence project.</p> <p>STRATEGIC PLAN GOAL: Screening wall design relates to the City's Goal of Great Neighborhoods – 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Additional design services are required for increasing the scope of work by adding two more locations for removal and replacement of existing Screening Walls and additional boring at Parker Road location.				
The original contract amount was \$64,850.00. The Public Works & Engineering Department is seeking City Council approval of this second modification because we have exceeded 25% of the original contract amount with Mandy Vassigh Engineering, Inc. The revised contract amount is \$87,500.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification 2; Location Map			N/A	

Locations of Screening Walls



**SCREENING WALLS
PARKER & INDEPENDENCE
PROJECT # 5929**



CONTRACT MODIFICATION
SCREENING WALL -PARKER AND INDEPENDENCE
PROJECT NO. 5929

PURCHASE ORDER NO.103771
CIP NO. 33-37852

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Mandy Vassigh Engineering, Inc. (hereinafter "Consultant"), dated December 17, 2009, for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

This Modification to the Engineering services is to increase the scope of work by:

- 1. Adding two (2) more borings at Parker Road location.*
- 2. Adding two (2) more locations to remove and replace the existing Screening Walls. These locations with the scope are as follows:*
 - a. Replacement of 60 feet of screening wall at the SW corner of the intersection of Old Sheppard Place and Ohio Drive.*
 - b. Replacement of 40 feet of screening wall NW of the intersection of Ventura Drive and Waycross Drive.*

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$ 17,650.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	\$	<u>64,850.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>69,850.00</u>
Amount, Modification No. 2	\$	<u>17,650.00</u>
Revised Contract Amount	\$	<u><u>87,500.00</u></u>
Total Percent Increase Including Previous Modifications		<u>34.93%</u>

CITY OF PLANO

MANDY VASSIGH ENGINEERING, INC.

OWNER

CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: Thomas H. Muehlenbeck

Print

Name: Mandy Vassigh

Print

Title: City Manager

Print

Title: President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **MANDY VASSIGH, PRESIDENT, of MANDY VASSIGH ENGINEERING INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

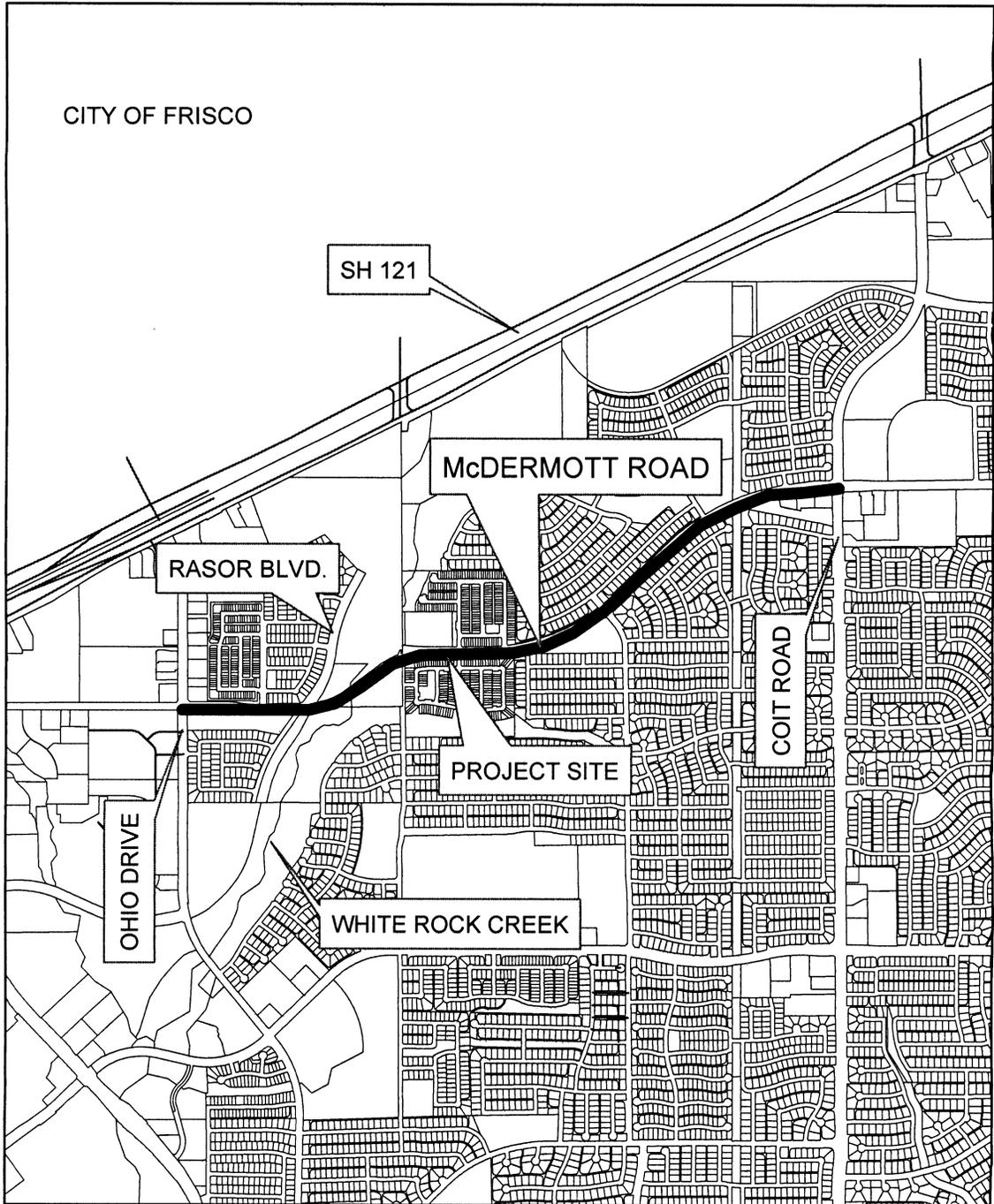


**CITY OF PLANO
COUNCIL AGENDA ITEM**

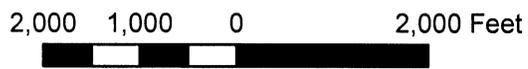
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5387
CAPTION				
To Tiseo Paving Company, increasing the contract by \$36,554 for McDermott Road from Ohio Drive to Coit Road, Change Order No. 1. Original Bid No. 2009-143-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	34,513	3,140,487	0	3,175,000
Encumbered/Expended Amount	-34,513	-2,244,626	0	-2,279,139
This Item	0	-36,554	0	-36,554
BALANCE	0	859,307	0	859,307
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This change order, in the amount of \$36,554, will leave a current year balance of \$859,307 for the McDermott – Coit to Ohio project.</p> <p>STRATEGIC PLAN GOAL: Median opening and turn lanes associated with street construction relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This change order, in the amount of \$36,554.30, is for the adjustment in pay quantities for the issuing of revised construction plans for the addition of median openings and turn lanes between Ohio Drive and Razor Boulevard requested by an adjacent property owner. The property owner has paid the City \$26,989.85 as their portion of the proposed improvements.</p> <p>Staff recommends approval of Change Order No. 1. The contract total will be \$2,168,824.35, which includes change orders of 1.71% of the original contract amount of \$2,132,270.05.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1;			N/A	
Location Map				

McDERMOTT ROAD WIDENING FROM OHIO DRIVE TO COIT ROAD

PROJECT No. 5387



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.



1 inch = 2,000 feet



CHANGE ORDER NO. 1

**MCDERMOTT ROAD FROM OHIO DRIVE TO COIT ROAD
PROJECT NO. 5387 (CSJ 0918-24-119)
PURCHASE ORDER NO. 103768
CIP NO. 31397
BID NO. 2009-143-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **TISEO PAVING COMPANY** for the **MCDERMOTT ROAD OHIO DRIVE TO COIT ROAD PROJECT**, dated December 14, 2009.

B. DESCRIPTION OF CHANGE

The change order is for the issuing of revised construction plans for the addition of median openings and turn lanes between Ohio Drive and Rasor Boulevard and the adjustment in pay items and quantities for the revisions.

C. EFFECT OF CHANGE

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

CONTINUED ON NEXT PAGE

LINE NO.	ITEM DESCRIPTION	CURRENT QTY.	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
FEDERAL PARTICIPATION						
6	Excavation (Roadway)	7,300	7,410	C.Y.	\$9.60	\$1,056.00
8	Furnishing & Placing Topsoil (4")	18,936	18,690	S.Y.	\$1.00	-\$246.00
10	Block Sodding (Buffalo)	15,724	15,449	S.Y.	\$5.10	-\$1,402.50
17	Lime (Hydrated Lime)(Slurry)	321	326	TON	\$145.00	\$725.00
18	Lime Trt (New Base)(6")	18,204	18,446	S.Y.	\$2.45	\$592.90
20	Curb (Type II)	13,614	13,578	L.F.	\$1.00	-\$36.00
21	Conc. Pvt (Jt Reinf)(7")	2,488	2,753	S.Y.	\$28.25	\$7,486.25
28	Conc Str. Vehicle Ramp	10	11	C.Y.	\$360.50	\$360.50
54	Landscape Pavers	118	123	S.Y.	\$132.00	\$660.00
60	Conc. Med. Mono Nose	16	18	EA.	\$75.00	\$150.00
72	RefIPvMrkr TY I (W)(Arrow)(090 Mil)	8	9	EA.	\$88.00	\$88.00
76	RefIPvMrkr TY II-A-A	46	66	EA.	\$2.85	\$57.00
77	RefIPvMrkr TY II-C-R	737	757	EA.	\$2.85	\$57.00
84	Pav Surf Prep for Mrk (4")	1,715	1,835	EA.	\$0.05	\$6.00
87	Pav Surf Prep for Mrk (Arrow)	8	9	EA.	\$10.30	\$10.30
SUB-TOTAL:						\$9,564.45
CITY OF PLANO						
2	Removing Conc.(Pav)	3637	3684	S.Y.	\$12.20	\$573.40
6	Excavation (Roadway)	7,410	7,730	C.Y.	\$9.60	\$3,072.00
8	Furnishing & Placing Topsoil (4")	18,690	17,952	S.Y.	\$1.00	-\$738.00
10	Block Sodding (Buffalo)	15,449	14,773	S.Y.	\$5.10	-\$3,447.60
13	Crape Myrtle (30 Gal)	65	55	EA.	\$185.00	-\$1,850.00
14	Shumard Red Oak (65 Gal)	8	11	EA.	\$375.00	\$1,125.00
16	Texas Red Bud (30 Gal)	31	21	EA.	\$225.00	-\$2,250.00
17	Lime (Hydrated Lime)(Slurry)	326	342	TON	\$145.00	\$2,320.00
18	Lime Trt (New Base)(6")	18,446	19,188	S.Y.	\$2.45	\$1,817.90
20	Curb (Type II)	13,578	13,470	L.F.	\$1.00	-\$108.00
21	Conc. Pvt (Jt Reinf)(7")	2,753	3,486	S.Y.	\$28.25	\$20,707.25
28	Conc Str. Vehicle Ramp	11	13	C.Y.	\$360.50	\$721.00
54	Landscape Pavers	123	154	S.Y.	\$132.00	\$4,092.00
60	Conc. Med. Mono Nose	18	22	EA.	\$75.00	\$300.00
72	RefIPvMrkr TY I (W)(Arrow)(090 Mil)	9	12	EA.	\$88.00	\$264.00
76	RefIPvMrkr TY II-A-A	66	126	EA.	\$2.85	\$171.00
77	RefIPvMrkr TY II-C-R	757	817	EA.	\$2.85	\$171.00
84	Pav Surf Prep for Mrk (4")	1,835	2,195	EA.	\$0.05	\$18.00
87	Pav Surf Prep for Mrk (Arrow)	9	12	EA.	\$10.30	\$30.90
SUB-TOTAL:						\$26,989.85
TOTAL:						\$36,554.30

Original Contract Amount	<u>\$ 2,132,270.05</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 2,132,270.05</u>
Amount, Change Order No. 1	<u>\$ 36,554.30</u>
Revised Contract Amount	<u>\$ 2,168,824.35</u>
Total Percent Increase Including Previous Change Orders	<u>1.71%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **40** day(s) to this project:

Original Contract Time	<u>200 working days</u>
Amount (Including Previous Change Orders)	<u>200 working days</u>
Amount, Change Order No. 1	<u>40 working days</u>
Revised Contract Time	<u>240 working days</u>
Total Percent Increase Including Previous Change Orders	<u>20.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **TISEO PAVING COMPANY**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated December 14, 2009.

**OWNER:
CITY OF PLANO**

**CONTRACTOR:
TISEO PAVING COMPANY**

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Arthur Tiseo

Print
Title: City Manager

Print
Title: President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **ARTHUR TISEO, PRESIDENT** of **TISEO PAVING COMPANY** a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Kim McFarland X4109				
CAPTION				
<i>To Jim Bowman Construction Company, L.P., increasing the contract by \$112,730 for the 2008-2009 Residential Concrete Pavement Rehabilitation, Zone G7 & G8, Project No. 6008, Change Order No. 1. Original Bid No. 2009-171-B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,366,277	4,976,723	3,000,000	10,343,000
Encumbered/Expended Amount	-2,366,277	-1,355,753	0	-3,722,030
This Item	0	-112,730	0	-112,730
BALANCE	0	3,508,240	3,000,000	6,508,240
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2009-10 Capital Reserve. This change order, in the amount of \$112,730, will leave a current year balance of \$3,508,240 for the Residential Street & Alley Replacement project. STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
<p>This change order is for additional concrete street, alley and sidewalk pavement repairs in the project area. As work progressed repair locations increased in size and additional locations were identified as needing repair. 600 SY of street paving, 1500 SY of alley paving and 750 SF of sidewalk replacement are included in the change order.</p> <p>Zone G7 & G8 are the residential areas bordered by Hedgcoxe Road on the north, Spring Creek Parkway on the south, Preston Road on the west and Coit Road on the east.</p> <p>Staff recommends approval of Change Order No. 1. The total Contract will be \$566,810, which is a 24.83% increase of the original contract amount of \$454,080.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1				

CHANGE ORDER NO. 1

**2008-2009 RESIDENTIAL CONCRETE PAVEMENT REHAB PROJECT
ZONE G7 & G8
PROJECT NO. 6008
PURCHASE ORDER NO. 103747
CIP NO. 35-51118
BID NO. 2009-171-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.** for the **2008-09 RESIDENTIAL CONCRETE PAVEMENT REHAB PROJECT, ZONE G8 & G7**, dated September 14, 2009.

B. DESCRIPTION OF CHANGE

The change order is for additional concrete pavement repair. As the project progressed additional pavement was identified as needing repair as the contractor is working in the area.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	Full Depth Sawcut	10,500	12,450	LF	\$0.90	\$1,755.00
101	Longitudinal & Transvers BJ	10,500	12,450	LF	\$2.00	\$3,900.00
102	R/D Existing Conc.Street	2,800	3,400	SY	\$9.50	\$5,700.00
103	R/D Existing Conc.Alley	5,000	6,500	SY	\$7.50	\$11,250.00
105	F/I 8" Conc. Street Pavement	2,126	3,000	SY	\$39.60	\$34,610.40
106	F/I 7" Conc. Alley Pavement	5,000	6,500	SY	\$34.25	\$51,375.00
107	F/I 6" Monolithic Curb	2,000	2,600.00	LF	\$1.90	\$1,140.00
112	R/R Existing Sidewalk	10,000	10,750.00	SF	\$4.00	\$3,000.00
	TOTAL:					\$112,730.40

CHANGE ORDER NO. 1
 2008-2009 Residential Concrete Pavement Rehab
 Project No. 6008

Original Contract Amount	<u>\$ 454,080.00</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 454,080.00</u>
Amount, Change Order No. 1	<u>\$ 112,730.40</u>
Revised Contract Amount	<u>\$ 566,810.40</u>
Total Percent Increase Including Previous Change Orders	<u>24.83%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

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

Original Contract Time	<u>100 working days</u>
Amount (Including Previous Change Orders)	<u>100 working days</u>
Amount, Change Order No. 1	<u>15 working days</u>
Revised Contract Time	<u>115 working days</u>
Total Percent Increase Including Previous Change Orders	<u>15.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated September 14, 2009.

OWNER: CITY OF PLANO

**CONTRACTOR: JIM BOWMAN
CONSTRUCTION COMPANY, L.P.
a Texas Limited Partnership
By: JIM BOWMAN GP, LLC, A TEXAS
LIMITED LIABILITY COMPANY, ITS
GENERAL PARTNER**

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Jim Bowman

Print
Title: City Manager

Print
Title: Sole Manager

Date: _____

Date: 4/30/2010

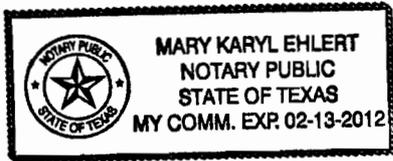
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 30th day of April, 2010, by **JIM BOWMAN, SOLE MANAGER**, of **JIM BOWMAN GP, LLC**, a Texas Limited Liability Company, General Partner of **Jim Bowman Construction Company, L.P.**, a Texas Limited Partnership, on behalf of said limited partnership.



Mary Karyl Ehler

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	6/14/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement between the City of Plano, Texas, and the Historic Downtown Plano Association whereby the City will provide funding in part for the 2010 Downtown @ Sundown event; authorizing the City Manager, or his designee, to execute such Agreement; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	7,500	0	7,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-2,500	0	-2,500
BALANCE	0	5,000	0	5,000

FUND(S): GENERAL FUND

COMMENTS: Funding for this item is included in the approved 2009-10 Budget. The original budget of \$7,500 provided in-kind City Services for (3) Downtown at Sundown events, but has now been modified to only (1) event for fiscal year 2009-10. The remaining balance will be returned to the General Fund Operating Budget.

STRATEGIC PLAN GOAL: Providing in-kind services as grants for special community events relates to the City's Goal of "Exciting Urban Centers - Destination for Residents and Guests" and "Partnering for Community Benefit".

SUMMARY OF ITEM

This resolution establishes a funding agreement between the City of Plano, Texas, and the Historic Downtown Plano Association to provide partial funding for the 2010 Downtown @ Sundown event in the amount of \$2,500 for in-kind services during a September special event.

List of Supporting Documents: Resolution Agreement	Other Departments, Boards, Commissions or Agencies
--	--

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement between the City of Plano, Texas, and the Historic Downtown Plano Association whereby the City will provide funding in part for the 2010 Downtown @ Sundown event; authorizing the City Manager, or his designee, to execute such Agreement; and providing an effective date.

WHEREAS, The Historic Downtown Plano Association holds an annual 2010 Downtown @ Sundown; and

WHEREAS, the City wishes to promote visitors to the City of Plano through the Festival; and

WHEREAS, the City Council finds that a provision of in-kind services, "City Services," to the Historic Downtown Plano Association for the Festival, is in the best interest of the residents of the City of Plano and is a valid public purpose; and

WHEREAS, the City Council desires to enter into the funding agreement with the Historic Downtown Plano Association (hereafter "Agreement") attached hereto as Exhibit "A" which establishes the terms and conditions for funding.

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

Section I. The City Council hereby approves the terms and conditions of the Agreement.

Section II. The City Manager, or his designee, is hereby authorized to execute such Agreement on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement, and to act in behalf of the City with regard to its terms and conditions.

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT A
FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND
HISTORIC DOWNTOWN PLANO ASSOCIATION
TO PROVIDE IN-KIND CITY SERVICES

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and **HISTORIC DOWNTOWN PLANO ASSOCIATION**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this funding agreement for performance of the **2010 DOWNTOWN@SUNDOWN** event.

WHEREAS, the City Council finds that the provision of in-kind services, “City Services,” to **Historic Downtown Plano Association**, is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that providing City Services for the purpose stated above is a valid public purpose; and

WHEREAS, the City Council determined that the City should provide City Services in the nature of public safety, parks and recreation, solid waste collection or others for the purposes outlined in the Urban/Town Center Event Grant Application (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

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

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available City Services valued at **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**, to support the **2010 Downtown @ Sundown** event on or about **September 11, 2010** as provided in Exhibit "C" attached hereto. The City's source of funds to pay for these City Services is general revenues derived from collection of property, sales and other taxes, as well as other sources. The City will notify Contractor if Contractor's request for City Services exceeds amount indicated in Exhibit "C". Any City Services requested by Contractor that exceed the Exhibit "C" amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the **2009-10** fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; Contractor's Application; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall perform all activities under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A".

1. Subsequent to the initial contract submittal, should the Contractor wish to provide activities for a purpose other than those stated in Exhibit "A", the Contractor must submit an a revision and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot receive City Services for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

2.02 All City Services must comply with the Agreement and attachments hereto and Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

SECTION III NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents,

employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

SECTION V

REPORTING REQUIREMENTS

5.01 Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and City Services received by Contractor as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

SECTION VI

AFFIDAVIT OF NO PROHIBITED INTEREST

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

SECTION VII

INSURANCE REQUIREMENTS/INDEMNIFICATION

7.01 **Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "E". Additionally,

this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Indemnification.

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

SECTION VIII TERM

8.01 The term of this Agreement is **April 1, 2010**, through **September 30, 2010**. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

SECTION IX TERMINATION

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator
Karen Williams
Event Supervisor
City of Plano
P O Box 860358
Plano, TX 75086-0358
972-941-7250
972-461-6882 (fax)

Contractor
Historic Downtown Plano Assoc.
Bonnie Shea, President
1000 E. 14th St.
Plano, TX 75074
972-423-1199

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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.

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 2010.

BY: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

BY: _____

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
2010 by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____,
2010 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT "A"

CONTRACTOR'S APPLICATION

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours.

Revenue:

	Total Overall Event Budget	City Cash Requested	% of Total Overall Event Budget	City In-Kind Requested
Sponsorships*	302250	15000	85%	9960
Corporate	26250	X	7%	X
Foundations		X		X
Individual		X		X
In-Kind Sponsorships**	276000		77%	
Fees				
Admission	20000	X	6%	X
Vendors (non-sponsor)	12625	X	4%	X
Vendors (sponsor)		X		X
Parking		X		X
Other (specify)		X		X
Equipment	15600	X	4%	X
Grand Total	350475			

* Sponsorship defined as cash-only in keeping with sponsor levels established by event.

** Includes any sponsorships of services balanced against event costs. (i.e. media value, contract services)

Expenses:

	Total Overall Event Budget	City Cash Requested	% of Total Overall Event Budget	City In-Kind Requested
Contracted City Services*	9960	X	26%	9960
Contracted Services other than City	6000	1000	16%	
Rental Expenses	17550		47%	
In-Kind Services other than City		X		X
Advertising & Promotion	27725	4040	74%	
Insurance	1000		2%	
Other				
Grand Total	\$37,685	5040	100%	

* Typically provided as in-kind services only. These will be calculated in accordance with Fair Labor Standards Act.

EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.06, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

EXHIBIT “C”

SPECIAL CONDITIONS

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief’s designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments, will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant as in-kind services by the City.

Police	\$ 2,200
Parks	\$ 300
<i>TOTAL</i>	\$ 2,500

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as prescribed by ordinance.

EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____

_____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2010.

Notary Public, State of _____

EXHIBIT "E"

INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

Festival/Event shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Festival's operation and use of the leased premises. The cost of such insurance shall be borne by the Festival/ Event.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**

B. MINIMUM LIMITS OF INSURANCE

Festival/Event shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate.
NOTE: The aggregate loss limit applies to each event.
2. Participant Liability (where applicable – races, walks, etc.) \$1,000,000 limit per occurrence for bodily injury, personal injury, and property damage, \$2,000,000 aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or 2) the Festival/Event shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability

- a. The City, its officers, officials, employees and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Festival/Event. The coverage shall contain no

special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- c. Coverage shall state that the Festival's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Festival's insurance shall be primary as respects to the City, its officers, officials, employees or volunteers.

2. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poor. This rating requirement may be waived for Workers' Compensation coverage only by the Risk Manager or his designee.

F. VERIFICATION OF COVERAGE

Festival/Event shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before the festival commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Festival/Event must provide Product Liability in the amounts listed above. If liquor is being served, Festival must provide Host Liquor Liability, unless Festival is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Festival/Event must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Festival/Event excludes any activity or group involved in the Special Event, the Festival must provide proof of insurance as required by this

agreement. Festival/Event must furnish separate certificates for each group or activity not included or covered by Festival's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

Festival/Event covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Festival's event or activity, including any and all participants, exhibitors, sub-vendors, or otherwise involved in the event or activity.

The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense, and agrees to bear all other costs and expenses related thereto even if it is groundless, false, or fraudulent.

J. PROOF OF INSURANCE

Festival is required to submit original proof of insurance on a form acceptable to the City of Plano. Certificates of Insurance similar to the ACORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City. Endorsement naming City of Plano as additional insured and waiver of subrogation must be submitted with proof of insurance.

Certificates should be submitted to:

City of Plano
Attention: Special Events
P.O. Box 860358
Plano, TX 75086-0358



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/14/10			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a management services agreement by and between the City of Plano and Steve Heidelberg to operate and manage Pecan Hollow Golf Course; authorizing its execution by the City Manager or his authorized designee; 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:	2010-11, 2011-12, 2012-13, 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	100,000	100,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-100,000	-100,000
BALANCE		0	0	0	0
FUND(S): GOLF COURSE FUND					
<p>COMMENTS: Under this amended agreement, the contractor will provide golf professional services and will assume responsibility for the food and beverage operations. The contractor will operate the clubhouse grill on a limited basis during the golf course reconstruction and will provide professional expertise and services during the course closure. The contractor will be compensated in four payments of \$25,000 each per the agreement for these services. Once the golf course re-opens, the City will retain 100% of green fees and the contractor agrees to pay the City 5% of all other revenues generated from course operations.</p> <p>STRATEGIC PLAN GOAL: Retaining the services of a golf professional at the Pecan Hollow Golf Course relates to the City's Goals of Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>Approval is recommended for the terms and conditions set forth in the management services agreement between the City of Plano, TX, and Steve Heidelberg to operate and manage Pecan Hollow Golf Course. Mr. Heidelberg has been under contract with us since 1994 and has an excellent service record with the City. This agreement will replace and expand his current contract to now include the services he will render during renovation and the management of the Pecan Hollow Clubhouse and Grille. The Clubhouse will remain open during renovation. Mr. Heidelberg's expertise in golf course management makes it imperative that he be at the course through the renovation period.</p>					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Resolution Agreement	Other Departments, Boards, Commissions or Agencies

A Resolution of the City of Plano, Texas, approving the terms and conditions of a management services agreement by and between the City of Plano and Steve Heidelberg to operate and manage Pecan Hollow Golf Course; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Management Services Agreement by and between City of Plano and Steve Heidelberg, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**PECAN HOLLOW GOLF COURSE AND PRO SHOP
MANAGEMENT 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 the "City") and **STEVE HEIDELBERG**, a PGA Golf Professional (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, City and Contractor entered into a contract on March 25, 2004 ("Existing Contract") in which Contractor provide services to operate and manage the Pecan Hollow Golf Course ("Golf Course") and Pro Shop as an independent contractor; and

WHEREAS, the City and Contractor wish to amend the Existing Contract to provide for additional services during and following the reconstruction of the Pecan Hollow Golf Course and to extend its term.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and in order to obtain the mutual benefits provided herein, the parties hereto agree to amend the Existing Contract to read in its entirety as follows:

**ARTICLE I.
GRANT AND COMPENSATION**

A. Grant. City hereby retains Contractor to operate and manage the Pecan Hollow Golf Course, Pro Shop, and Pecan Hollow Grille, located at 4501 E. 14th Street, Plano, Texas (hereinafter referred to as the "Facility" or "Facilities") and to serve as Golf Professional for Pecan Hollow Golf Course. Contractor covenants and agrees to utilize his professional skills and abilities to operate and manage the Facility in accordance with the terms and conditions of this Agreement.

B. Compensation. From commencement of this Contract until such date as the Golf Course reopens after completion of reconstruction on or about November 1, 2011, Contractor shall retain all revenues generated from the operation of the Facilities excluding green fees and receive One Hundred Thousand Dollars (\$100,000.00) to be paid in four equal installments of Twenty-Five Thousand Dollars (\$25,000.00) on February 1, 2011, May 1, 2011, July 1, 2011 and November 1, 2011. For the remainder of the Contract term Contractor shall retain all revenues generated from the operation of the Facilities excluding green fees and shall pay to the City five percent (5%) of all other gross revenues received less sales tax remitted to the state by Contractor or derived from the operation of the Facilities or Thirty Thousand Dollars (\$30,000.00), whichever is greater. The City shall receive one hundred percent (100%) of all green fees.

ARTICLE II. TERM

A. Term of Agreement. The term of this Agreement shall be for a period of four (4) years commencing on the effective date herein provided. At the end of the initial term, the parties may agree to renew and extend the Agreement for two additional four (4) year periods. The agreement to renew and extend the contract must be set out in writing between the parties prior to the expiration of the initial term and prior to the expiration of each renewal term.

B. Inspection of Facilities, Assets, and Equipment. By executing this Agreement, Contractor certifies that he has inspected the Facilities, premises, merchandise, and equipment related to this Agreement, that he has found them to be in good and acceptable condition, and that he accepts them in their present condition. Contractor agrees that upon termination of this Agreement he will return and deliver to City all property belonging to City in as good condition as he received said property, normal wear and tear excepted. No alterations or improvements shall be made to the Facilities without receiving prior written approval from the Director of Parks & Recreation for the City of Plano.

ARTICLE II. SCOPE OF CONTRACTOR SERVICES AND DUTIES

Contractor agrees to provide the following services at his sole expense, in accordance with the terms of this Agreement:

A. Personnel. Contractor shall supply, background check and manage personnel necessary to staff the Pro Shop, Pecan Hollow Grille, Golf Cart Barn, driving range and to marshal play on the golf course. The personnel shall display at all times the highest standards in customer service through courtesy, prompt service and knowledge of the business. City shall not be responsible for hiring, managing or compensating such personnel.

B. Equipment Rental. Contractor shall provide, at his sole expense, the following equipment for daily rental at Pecan Hollow Golf Course:

1. Sixty (60) two-person electric golf carts and recharging equipment;
2. Twelve (12) pull carts;
3. Ten (10) sets of golf clubs;

Contractor shall be solely responsible for all maintenance, repair and replacement of the above referenced items, and Contractor agrees to keep these items clean and in good and safe operating condition at all times.

C. Driving/Practice Range. Contractor shall operate and manage a Practice Range on the Facilities for the benefit of the customers of Pecan Hollow Golf Course and

the general public. The City will designate an appropriate area for Contractor to utilize as a Practice Range and the City will provide mowing and fertilizing service to the Practice Range. Contractor shall provide all other labor, supervision, materials and equipment to operate the Practice Range, at Contractor's sole expense.

D. Pro Shop, Merchandise. Contractor will offer for sale to the public at the Pro Shop a variety of golf-related merchandise including golf clubs, golf bags, gloves, shoes, balls, clothing and other related items. Contractor will maintain an inventory of such merchandise having a wholesale value of not less than TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) in the Pro Shop at all times.

E. Teaching Program. Contractor will offer on a continuing basis a comprehensive teaching program, including private lessons and clinics to members of the public. Such teaching programs shall be adequate to meet the demands of the public.

F. Golf Promotion and Programs. Contractor will implement programs and conduct activities to promote public interest in the game of golf and to promote use and enjoyment of the Pecan Hollow Golf Course.

G. Marshalling, Starter, and Handicapping Services. Contractor shall provide marshalling service at the Golf Course to meet the course demands. Contractor, in his discretion, may provide free play in exchange for marshalling services.

H. Handicapping Service. Contractor will offer handicapping services to the customers of Pecan Hollow Golf Course, including calculating and publishing the player's handicap on request. Contractor may charge a minimal fee for this service to the customer/player.

I. Pecan Hollow Grille. Commencing on June 15, 2010 and for the remainder of the term of this Agreement, provide for the operation of Pecan Hollow Grille and club house areas to include obtaining a beer and wine license, food handling permits, and preparation and service of food to patrons of the Facility.

J. Hours of Operation. Except for the period when the Golf Course is closed for reconstruction, the Contractor shall keep the Facilities open every day of the year except for December 25, barring closed dates due to adverse weather or maintenance requirements. Contractor shall open the Facilities each day at sunrise and shall not close the facilities until after sunset. Reduced hours of operation are permissible on Thanksgiving Day and Christmas Eve. The Pro Shop shall be open every day the Golf Course is open, and staff will remain on the premises until the golfers have completed their rounds.

K. Collection of Fees at Pro Shop. Contractor shall be responsible for the collecting all fees at the Golf Course Facilities, including but not limited to: all applicable sales taxes, green fees, tournament fees, cart fees, equipment rental fees, and driving range fees. Any discounts or free passes related to green fees at the golf course must be

pre-approved in writing by the Director of the Parks and Recreation Department, City of Plano, Texas.

L. Facilities Upkeep. City will be responsible for the care, upkeep, maintenance and repair of the Facilities, including but not limited to: the golf course, driving range, cart barn, Clubhouse, Grille and Pro Shop. The Golf Superintendent, employed by the City, shall be responsible for the care and maintenance of the golf course turf, greens, shrubs, trees and related areas. Contractor shall be responsible for cleaning and upkeep of the Facilities. To minimize damage and waste, Contractor shall immediately report to City all items in need repair.

M. Concessions. Contractor shall have the exclusive right to provide and operate all food and beverage concessions at the Golf Course Facilities, including, but not limited to: the golf course grill and/or snack shop, vending machines, and all beverage sales at the Course facilities. Beverage sales shall include beer and wine. The Contractor, or its designated vendor, shall also have the exclusive right to provide food and beverage catering services to tournaments and special events at the Course facilities. Contractor shall obtain and maintain all necessary permits, licenses and insurance to provide food and beverage concessions including beer and wine.

N. Miscellaneous Duties. Contractor will provide the following additional duties during the golf course renovation:

- Insight on playability issues relative to the golf base at Pecan Hollow, specifically as it relates to seniors, women, and juniors.
- Provide food and beverage operations to help maintain golfing groups and develop new grill customers by promoting special offerings for sports events or other activities.
- Schedule all tournaments, social events, business meetings, and other appropriate rentals.
- Promote the use of the Golf Course through a web site, pamphlets/brochures, and presentations to civic groups and corporations, etc.
- Develop and order scorecards to match the course configuration after new construction of the Golf Course is completed.
- Order signs not included in the design package to be paid for by the City and update existing signage outdated as a result of the renovation.
- Promote and schedule classes, leagues and tournaments.

ARTICLE III. ACCOUNTING/BOOK KEEPING

A. Right to Set Fees and Charges. City shall have the exclusive right to set the rates for green fees. The City shall the right to review and approve menu pricing and Clubhouse room rental pricing. Contractor shall have the exclusive right to set the fees for electric cart rentals, pull cart rentals, club/bag rentals, club repairs, handicapping,

private golf lessons, golf clinics, driving range usage, tournaments and or other services provided at the Pro Shop; provided, however, Contractor shall not charge less than the regular daily green fee for each player participating in a tournament.

B. Collection of Revenues/Bookkeeping/Audit. All revenue and fees received by Contractor at the Golf Course Facility shall be run through the City provided cash registers utilizing the Active Network Class module. Contractor shall maintain detailed records of all financial transactions at the Facility, including cash, check, credit/debit card or gift certificate transactions, subject to audit and review by City at any time.

(1) Contractor shall make deposits on Monday and Thursday of all fees owed to the City and collected at the Facility. The deposit shall be made at a location designated by the City. Contractor shall be solely responsible for safe guarding collected revenue and fees until deposit can be made with the City.

(2) Contractor shall maintain complete and accurate records of fees collected, sales receipts and inventory pertaining to operations at the Facility, all in accordance with generally accepted accounting standards. Contractor agrees that the City may prescribe the form of financial records to be kept by the Contractor in accordance with this provision. Beginning March 1, 2011, Contractor shall also provide to City by March 1st of each contract year, an annual audit of its operations prepared by a certified public accountant which audit attests to the financial integrity of the records.

(3) Contractor agrees to make available to City or its agents, within five (5) calendar days of request, all records, books of account, and statements maintained with respect to Contractor's operations at the Facilities. These records shall be maintained for a period of three (3) years from the date they were created.

(4) Contractor agrees that the City and its agents shall have the right to audit Contractor's books, records and financial statements for the Facility at any time. If the audit reveals that Contractor's deposits to the City, during the relevant audit period, varied from actual fees and revenue collected by one-half percent (.5%) or more, then Contractor shall pay for the cost of the audit. Contractor shall also reimburse City for any deficiency discovered by the audit to include interest at six percent (6%).

C. Revenue Retained by Contractor. The parties agree that, subject to the provisions of Article I. B. above, Contractor shall receive ninety-five percent (95%) of the gross revenue from: Pro Shop merchandise sales, Grille sales, golf cart rental fees, pull cart rental fees, equipment rental fees, golf club repair fees, tournaments fees, driving range fees, lesson and clinic fees and handicap indexing fees.

**ARTICLE IV.
PRO SHOP SPACE**

In addition to the basic finish out of the Pro Shop space, the City will also provide certain built-in improvements, such as a display counter, shelving and cabinets for the Pro Shop. Contractor shall provide, at his sole cost, all furniture, shelving and cabinets for his office, and all other necessary furniture, shelving, display tables and racks for the Pro Shop. Contractor shall also be solely responsible for the ongoing care, cleaning, maintenance, repair and replacement of the Pro Shop furniture, display tables, racks and other fixtures during the initial term of this Agreement and all renewals thereof. Contractor agrees to maintain the Pro Shop, at all times, in a clean, professional and appealing fashion.

**ARTICLE V.
MAINTENANCE**

A. Payment of Building Utilities. City shall be responsible for the payment of the major utilities at the Facility, including gas, electric, telephone, water and sewer.

B. Payment of Other Utilities. Contractor shall be solely responsible for paying all costs and expenses related to the security system, including telephone lines or long distance expenses related to alarm monitoring. Contractor shall also be solely responsible for any costs or expenses related to cable or satellite television, any costs or expenses related to operation of a facsimile machine and any costs or expenses associated with an internet connection for computers located in the Pro Shop.

C. Maintenance of Golf Course Facilities. The Parties agree that the City will maintain the Golf Course in accordance with its annual budget and will utilize its sole discretion regarding the extent and timing of repairs, renovations and overall maintenance of the golf course. The City agrees that it will use reasonable efforts, as limited by the City's budget, personnel and material resources, to maintain the golf course in playable condition at all times. The Contractor shall be responsible for the repair of the Facilities damaged or destroyed as a result of his negligence or misconduct. Otherwise, the City will be responsible for the care, upkeep, maintenance and repair of the Facilities, including but not limited to: the golf course, driving range, cart barn, Clubhouse, Grille and Pro Shop. Contractor shall be solely responsible for janitorial service and maintenance of the Clubhouse building and Pro Shop area, including pest control.

D. Weather & Playability Decisions. The parties acknowledge that severe weather conditions may cause the golf course to be closed from time to time. The Parties agree that any decision about temporarily closing the course due to weather, limiting carts to cart paths only, or related matters shall be made by the Contractor after consulting with the Golf Superintendent; and that protection of golfers and protection of the golf course from unreasonable risk or harm will be the primary concern in making such decisions. In

the event that severe weather causes damage to the course, City agrees to repair and/or restore the course as soon as practical in order that play may be resumed.

**ARTICLE VI.
INDEPENDENT CONTRACTOR/INDEMNIFICATION/INSURANCE**

A. Independent Status of Contractor. It is understood and agreed by the parties that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

Contractor agrees that during the initial term of this Agreement, and any extensions thereof, Contractor will maintain his Class "A" membership in good standing with the Professional Golfers Association. In this regard, City recognizes that Contractor will from time to time, be engaged in activities which may require his time and presence elsewhere, including PGA related activities, corporate clinics, tournaments, and outside activities designed to promote the Pecan Hollow Golf Course. However, Contractor further agrees that he will devote the time and attention required to professionally manage the Pecan Hollow Golf Course and Pro Shop in accordance with the terms of this Agreement. Additionally, Contractor agrees that he will promptly and timely pay all bills or invoices he incurs which are related to his operation and management of the Facility.

B. INDEMNIFICATION. THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE

CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

C. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, during the term of the Agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write insurance policies in the State of Texas. The City prefers the carrier be rated A- or better by A.M. Best. The City of Plano shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Contractor and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the City except ten (10) day notice for non-payment for premiums, shall be delivered to the City and reviewed for sufficiency by the City's Risk Manager before the Agreement is executed or any activities commenced:

(1) Workers' Compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the City. Employer's Liability insurance of not less than \$100,000 for each accident. The City will be provided with a waiver of subrogation. Alternative programs are acceptable if approved by the City's Risk Manager.

(2) Commercial General Liability insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Contractor's liability for injury to or death of owners, employees and third

parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$1,000,000
Products, Completed Operations Aggregate	\$ 500,000
Each Occurrence	\$ 500,000
Medical Expense	\$ 5,000
Personal & Advertising Injury	\$ 500,000
Fire Damage	\$ 50,000

Coverage for the City of Plano shall also be provided to cover fixed assets and should be written at least as broad as "Special Form" providing coverage for risks of direct physical losses including theft.

Contractor's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the City. The commercial General Liability Insurance policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall be no greater than \$5,000. The Contractor shall be responsible for the payment of all deductibles.

D. Fidelity Bond. Contractor shall provide and maintain during the term of this Agreement, and any extensions thereof, a Fidelity bond in the amount of \$50,000 to cover City against loss from embezzlement, fraud or other misappropriation, or negligence by Contractor, Contractor's employees, agents, or subcontractors.

ARTICLE VII. DEFAULT/TERMINATION

In the event Contractor defaults under any term or condition of this Agreement, City will provide Contractor with written notice specifying the default. Contractor shall have Fourteen (14) calendar days in which to cure the default. In the event Contractor fails to cure said default to the satisfaction of City within the time provided, this Agreement may thereafter be terminated by the City. Upon termination, Contractor shall immediately vacate the Facilities, remove all of his personal property and equipment from the Facilities and pay the City in full all sums due and owing under this Agreement.

ARTICLE VIII NOTICE

Notice as may be required by this Agreement shall be in writing delivered to the party by certified mail, return receipt requested at the addresses listed below:

City of Plano
Director Parks & Recreation

Contractor
Steve Heidelberg

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

4501 E. 14th Street
Plano, Texas 75074

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

ARTICLE IX. MISCELLANEOUS

A. Protection Against Accident to Employees and the Public. The Contractor shall at all times exercise reasonable precautions to ensure the safety of employees, customers and other members of the public on or near the Facility and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of Contractor.

B. Laws and Ordinances. The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the Contractor or the work, and Contractor shall indemnify and save harmless the City, its officers, agents and employees against any claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor or its employees.

C. Liens. Contractor agrees that he will engage in no activity which would subject the Facility or the underlying property to a lien being filed against same. In the event a lien is filed against the Facility or the underlying property, as a result of Contractor's activities, Contractor will take such steps to immediately release and/or remove the lien from the City property.

D. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

E. Assignment and Subletting. The Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of the City, and that no part or feature of the work will be sublet or subcontracted to any person objectionable to the City. Contractor further agrees that the subletting or subcontracting of any portion or feature of the work or materials required under this contract shall not relieve Contractor from his full obligations to City as provided in the Contract.

The parties recognize that Contractor may choose to form a corporation, professional corporation, limited liability company, or other business entity in which he is the principal or majority owner and such action shall not be construed as an assignment of this Contract. The formation of any such entity shall not relieve Contractor from his

obligation to devote his personal time and attention as is required to adequately manage and operate the Facility.

F. Non-Discrimination. Contractor, his employees, agents and subcontractors shall not discriminate against any individual on the basis of race, creed, color, sex, national origin, or disability in the performance of any services called for under this Agreement.

G. Hindrances and Delays. Contractor shall make no claims and shall file no lawsuits against the City claiming damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Agreement.

H. Affidavit of No Prohibited Interest. Contractor acknowledges and represents that he is aware of all applicable laws, City Charter and City Code of Conduct provisions regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor agrees to execute an Affidavit of No Prohibited Interest in connection with this Agreement.

I. Contract Interpretation. This is a negotiated Contract; the parties agree that, in the event of a dispute, the Contract shall not be construed more favorably for either party.

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

K. Successors & Assigns. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. This contract shall be effective upon approval by the Plano City Council and execution by the City Manager or his duly authorized designee.

Date: 6/1/10

By: Steve Heidelberg
STEVE HEIDELBERG
PGA Golf Professional

CITY OF PLANO, TEXAS,
a Home Rule Municipal Corporation

Date: _____

By: _____
THOMAS H. MUEHLENBECK
City Manager

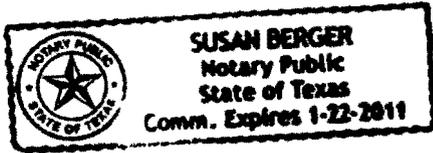
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of June, 2010 by **STEVE HEIDELBERG**.



[Signature]
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2010 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of Steve Heidelberg (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.

Steve Heidelberg
Name of Contractor

By: Steve Heidelberg
Signature

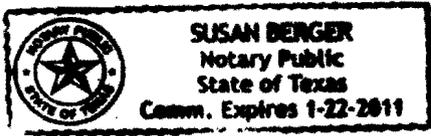
Steve Heidelberg
Print Name

President
Title

6/1/10
Date

STATE OF Texas §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 1st day of June, 2010



[Signature]
Notary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 14, 2010		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
A Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC, 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: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	120,948	0	120,948
Encumbered/Expended Amount	0	-90,288	0	-90,288
This Item	0	-26,748	0	-26,748
BALANCE	0	3,912	0	3,912
FUND(S): GENERAL FUND (01.215)				
COMMENTS: Funding for this item is included in the 2009-10 Non-Departmental Operating Budget. STRATEGIC PLAN GOAL: Participation in Utility Steering Committees and Coalitions relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
This Resolution authorizes payment for the annual per capita assessment for membership for the Steering Committee of Cities Served by Oncor.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

TO: Plano City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant City Manager

DATE: June 14, 2010

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of Plano is a member of a 146-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of a ten cent (\$0.10) *per capita* fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by TXU (since renamed as Oncor Electric Delivery Company) gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for nearly two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

1. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

2. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

3. This paragraph requires notification to the Chair of the Steering Committee, Jay Doegey, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Jay Doegey, Chair, Oncor Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P. O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Oncor Cities Steering Committee*.

A Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC, and providing an effective date.

WHEREAS, the City of Plano is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Plano and protect the interests of the customers of Oncor Electric Delivery Company LLC residing and conducting business within the City limits.

SECTION II. The City is further authorized to pay its assessment to the Steering Committee ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION III. A copy of this Resolution and the assessment payment check made payable to "Oncor Cities Steering Committee" shall be sent to Jay Doegey, Chair, Oncor Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P. O. Box 90231, Arlington, Texas 76004-3231.

SECTION IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ON THIS THE 14TH DAY OF JUNE, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2010-5-12(R) and nominating Rent-A-Center, Inc. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; 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: This item has no fiscal impact.				
SUMMARY OF ITEM				
Request for a Resolution to repeal and replace Resolution No. 2010-5-12(R) which had an incorrect entity name for Rent-A-Center, Inc.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				

A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2010-5-12(R) and nominating Rent-A-Center, Inc. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.

WHEREAS, this Resolution repeals and replaces in its entirety Resolution No. 2010-5-12(R) which was approved by the City Council on May 24, 2010 and which erroneously nominated Rent-A-Center Texas L.P. when the correct entity should have been Rent-A-Center, Inc., and

WHEREAS, on October 27, 2008, the City of Plano (the "City") previously passed Ordinance No. 2008-10-22 electing to participate in the Texas Enterprise Zone Program, and the local incentives available under this resolution are the same on this date as were outlined in Ordinance No. 2008-10-22;

WHEREAS, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank (Bank) will consider Rent-A-Center, Inc. as an enterprise project pursuant to a nomination made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Rent-A-Center, Inc. has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that Rent-A-Center, Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a) Rent-A-Center, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
- (b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- (c) The designation of Rent-A-Center, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Rent-A-Center, Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates Rent-A-Center, Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Rent-A-Center, Inc. as an enterprise project pursuant to the Act;

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

SECTION I. That Resolution No. 2010-5-12(R) is hereby repealed.

SECTION II. That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

SECTION III. The City finds that Rent-A-Center, Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION IV. The City nominates Rent-A-Center, Inc. to the State of Texas for Enterprise Project status.

SECTION V. The enterprise project shall take effect on June 1, 2010 and terminate on June 1, 2015.

DULY PASSED AND APPROVED this 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 5629
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning the widening and extension of Parkwood Boulevard from Park Boulevard to Spring Creek Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	2,302,253	0	2,302,253
BALANCE	0	2,302,253	0	2,302,253
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Parkwood – Park to Spring Creek project. If this request is approved, Collin County will remit to the City \$2,302,253 for widening and extension of Parkwood from Park to Spring Creek.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements for street widening and extension relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The original Interlocal Agreement (ILA) for Parkwood Boulevard provided for fifty percent (50%) Collin County participation in the project cost up to \$2,200,000.00. The final total cost of the project is \$4,604,505.84, with Collin County's 50% equal to \$2,302,252.92. This Amended ILA would provide for the County to reallocate \$102,252.92 from the remaining funds for the US 75 Ramp Improvement Project to Parkwood Boulevard for a total allocation of \$2,302,252.92. The Amended ILA also provides for the remaining funds for the US 75 Ramp Improvement Project, \$1,290,363.08, to be reallocated to another mutually acceptable project.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning the widening and extension of Parkwood Boulevard from Park Boulevard to Spring Creek Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Amended Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions concerning the widening and extension of Parkwood Boulevard, from Park Boulevard to Spring Creek Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**AMENDED INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE WIDENING AND EXTENSION OF PARKWOOD BOULEVARD
FROM PARK BOULEVARD TO SPRING CREEK PARKWAY**

2003 BOND PROJECT #03-062

WHEREAS, the County of Collin, Texas (“County”), and the City of Plano, Texas (“City”), entered into an Interlocal Agreement (Commissioner Court Order No. 2008-442-06-23) for the widening and extension of Parkwood Boulevard from Park Boulevard to Spring Creek Parkway (the “Project”), in Plano, Collin County, Texas, dated June 24, 2008 (“Agreement”) with the County’s fifty percent (50%) participation limited to \$2,200,000.00; and

WHEREAS, the Project is now complete, and the actual cost for the Project increased to a total of \$4,604,505.84; and

WHEREAS, the County has agreed to their fifty percent (50%) share of the Project cost, bringing their participation to \$2,302,252.92, an increase of \$102,252.92; and

WHEREAS, the County and City desire to modify the Agreement to account for an increase in Project cost for the Project, for a total County participation of \$2,302,252.92; and

WHEREAS, the US 75 Ramp Improvement Project, 2003 Bond Project #03-045, is completed and has \$1,392,616.00 of funding remaining, of which the City proposes to reallocate \$102,252.92 to the Parkwood Boulevard Project; and

WHEREAS, the County is in agreement to reallocate \$102,252.92 from the US 75 Ramp Improvement Project to the Parkwood Boulevard Project, for a total allocation of \$2,302,252.92, leaving an unallocated balance of \$1,290,363.08 in the US 75 Ramp Improvement Project to be reallocated to another mutually acceptable project; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, this Amended Interlocal Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The final cost of the Project is \$4,604,505.84. The County and City will each pay fifty percent (50%) of this amount, or \$2,302,252.92. The County will pay this amount to the City within thirty (30) days following County's receipt of the City's written request for payment.

ARTICLE II.

The County and City agree that there is a total of \$1,290,363.08 remaining in the US 75 Ramp Improvement Project out of the \$4,000,000 that was allocated to the Project in the 2003 Collin County Bond Program. The County and City agree that the remaining funds, \$1,290,363.08, will be reallocated to a mutually agreed upon project.

ARTICLE III.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project costs and progress reports every thirty (30) days until Project completion. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County fifty percent (50%) of the difference between the estimated cost and the actual cost. The Commissioners' Court may revise this payment schedule based on the progress of the Project.

ARTICLE IV.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE V.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD

PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE VI.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VII.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE VIII.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE IX.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE X.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it 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 shall not create any rights in parties not signatories hereto.

ARTICLE XI.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

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

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

CITY OF PLANO, TEXAS

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

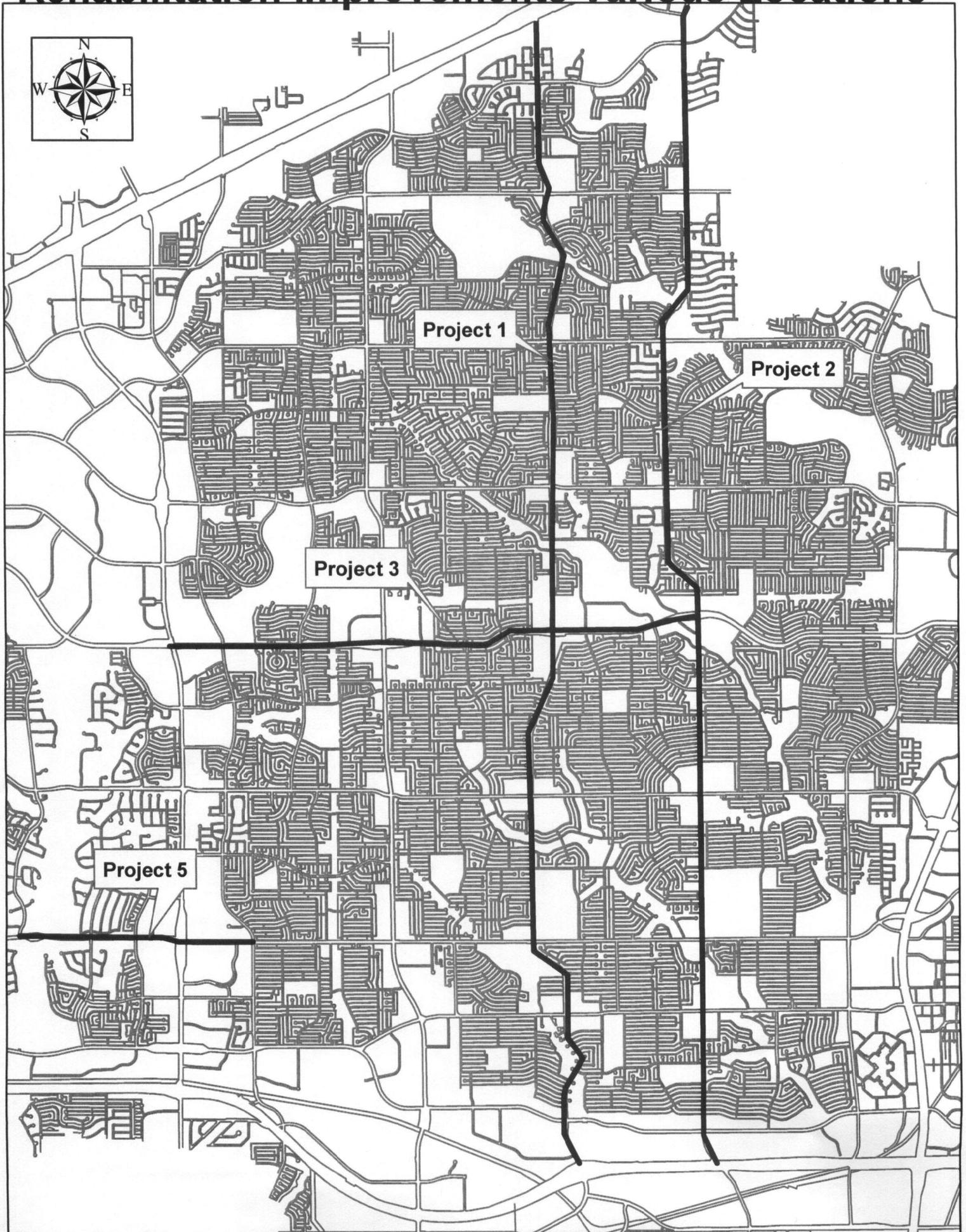
By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,500,000	0	1,500,000
BALANCE	0	1,500,000	0	1,500,000
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Arterial Concrete Repair project. If this request is approved, Collin County will remit to the City \$1,500,000 for major thoroughfare rehabilitation improvements.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements for major thoroughfare rehabilitation improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Agreement provides for Collin County to remit to the City the sum of \$1,500,000 for major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road. Half of the County funds will be provided after a Notice to Proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2007 Collin County Bond Program.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

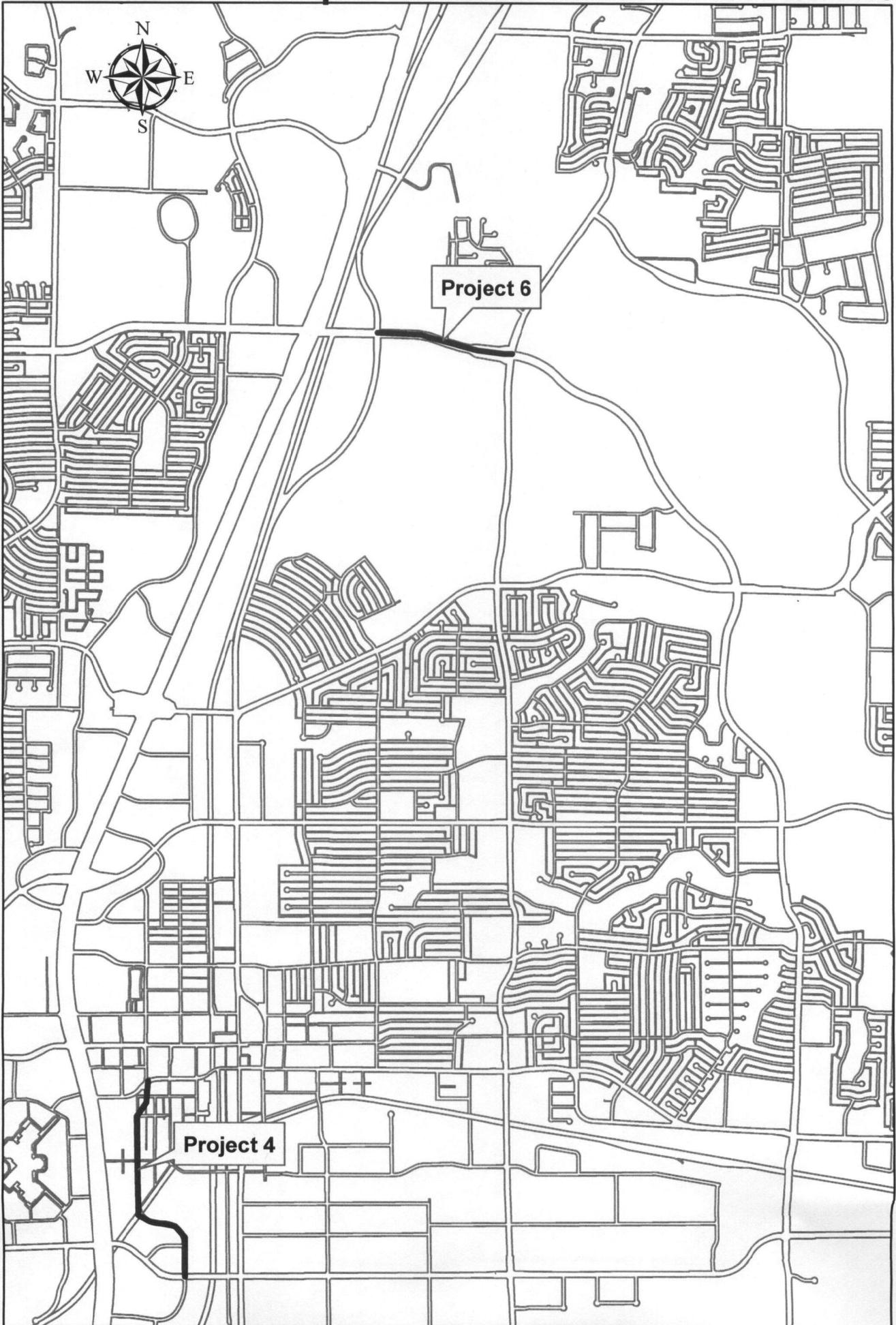
Rehabilitation Improvements Various Locations



Location Map

5/14/2010

Rehabilitation Improvements Various Locations



Location Map

5/14/2010

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions concerning major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS,
CONCERNING MAJOR THOROUGHFARE REHABILITATION IMPROVEMENTS ON
INDEPENDENCE PARKWAY, FROM SH 190 TO SH 121; CUSTER ROAD, FROM
SH 190 TO SH 121; SPRING CREEK PARKWAY, FROM CUSTER ROAD TO
PRESTON ROAD; F AVENUE, FROM PLANO PARKWAY TO 14TH STREET; PARK
BOULEVARD, FROM OHIO DRIVE TO VENTURA DRIVE; AND SPRING CREEK
PARKWAY, FROM K AVENUE TO JUPITER ROAD**

**2007 COLLIN COUNTY BOND PROJECT #07-057; PLANO10
2010 FUNDING**

WHEREAS, the County of Collin, Texas (“County”), and the City of Plano, Texas (“City”), desire to enter into an agreement concerning major thoroughfare rehabilitation improvements on Independence Parkway, from SH 190 to SH 121, Custer Road, from SH 190 to SH 121, Spring Creek Parkway, from Custer Road to Preston Road; F Avenue, from Plano Parkway to 14th Street; Park Boulevard, from Ohio Drive to Ventura Drive; and Spring Creek Parkway, from K Avenue to Jupiter Road, and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct major thoroughfare rehabilitation improvements in four contracts on the following road sections:

1. Independence Parkway, from SH 190 to SH 121
2. Custer Road, from SH 190 to SH 121
3. Spring Creek Parkway, from Custer Road to Preston Road
4. F Avenue, from Plano Parkway to 14th Street
5. Park Boulevard, from Ohio Drive to Ventura Drive
6. Spring Creek Parkway, from K Avenue to Jupiter Road

These sections are hereinafter called the “2010 Project”. The 2010 Project shall consist of removal of deteriorated pavement and the installation of new concrete pavement. All improvements shall be designed to meet or exceed the current Collin County design

standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contracts for the 2010 Project.

ARTICLE III.

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the 2010 Project to be \$3,000,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$1,500,000. The County shall remit 50 percent of this amount, \$750,000, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidders and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the 2010 Project is 50 percent complete. Following completion of the 2010 Project, the City shall provide a final accounting of expenditures for the 2010 Project. If the actual cost to construct the 2010 Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the 2010 Project. The "total cost of the 2010 Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the 2010 Project shall not exceed \$1,500,000.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying project costs that have been incurred to date and submit detailed project costs and progress reports every thirty (30) days until 2010 Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any

immunity or defense that would otherwise be available to it 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 shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the 2010 Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/2010		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$128,440 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2009-10 for the purpose of providing additional funds for State-mandated compliance costs to purchase secondary sanitation systems on all City-owned aquatic facilities that include a public interactive water feature; amending the budget of the City and Ordinance 2009-9-13, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	198,673,823	0	198,673,823
Encumbered/Expended Amount	0	0	0	0
This Item	0	128,440	0	128,440
BALANCE	0	198,802,263	0	198,802,263
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$309,359. The current General Fund balance supports this supplemental appropriation in the amount of \$128,440. There is a companion agenda item in the amount of \$128,440 for Award of Contract through an existing BuyBoard Contract (Sunbelt Pools, Inc.).</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for the purchase of secondary sanitation systems relates to the City's Goal of Safe Large City and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 5				
<p>This supplemental appropriation will provide necessary funding to purchase secondary sanitation systems on all City-owned aquatic facilities that include a public interactive water feature. The State of Texas Department of Health Services passed a new bill requiring these sanitation systems effective May 1, 2010. The City of Plano has four locations that will require an ultraviolet sanitation system to comply with this new legislation. These locations are Oak Point Center outdoor pool, Jack Carter activity pool, and the outdoor pools at the Tom Muehlenbeck Center. This Bill was passed to help preserve the health and safety of the citizens of the State of Texas by aiding in the prevention of recreational water illnesses.</p>				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Parks & Recreation Department Memo Supplemental Appropriation Log	Other Departments, Boards, Commissions or Agencies

Memo

To: Tom Muehlenbeck, City Manager
From: Amy Fortenberry, Director of Parks and Recreation
Date: 6/1/2010
Re: Supplemental Appropriation – Public Interactive Water Feature Mandate

Effective May 1, 2010, the State of Texas Department of Health Services passed a new bill requiring a secondary sanitation system on any aquatic facility that included a public interactive water feature. The City of Plano has four locations that will require an Ultra Violet (UV) sanitation system to comply with this new legislation. These locations are Oak Point Center outdoor pool, Jack Carter activity pool, and the outdoor pools at the Tom Muehlenbeck Center. This bill was passed to help preserve the health of safety of the citizens of the state of Texas by aiding in the prevention of recreational water illnesses. While in its draft form, aquatic professionals estimated an adequate compliance timeframe; however, the bill was signed April 30, 2010 and went into immediate effect May 1, 2010 with no variance on compliance time.

We did a search for UV Sanitation for Pools under the following cooperatives: HGAC, TXMAS, and TCPN. HGAC had an agreement for waste water only, TXMAS did not have any agreements available, and TCPN had an agreement with Office Depot for janitorial supplies. We went with the BuyBoard agreement which had the agreement in place to cover the correct equipment. The break down by pool is listed below:

Jack Carter activity pool	\$33,031
Oak Point Center outdoor pool	\$33,460
Tom Muehlenbeck Center upper outdoor pool	\$36,121
Tom Muehlenbeck Center lower outdoor pool	\$25,828
Total	\$128,440

The Parks and Recreation Department is seeking approval for a supplemental appropriation in the amount of \$128,440 to purchase and install the required units.

**FY 2009-10
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Special Election for City Council Place 3.	City Secretary	79,954
Supplemental Appropriation for Runoff Election for City Council Place 3.	City Secretary	92,349
Supplemental Appropriation for additional costs incurred for Special Election for City Council Place 3.	City Secretary	8,616
Supplemental Appropriation for secondary sanitation systems on all aquatic facilities that include a public interactive water feature. (State-mandated)	Parks & Recreation	128,440
TOTAL GENERAL FUND APPROPRIATIONS		\$ 309,359
TOTAL CATV FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
TOTAL WATER & SEWER FUND		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Plano Convention Center market study.	Conv. & Visitors Bureau	49,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ 49,000
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 358,359

An Ordinance of the City of Plano, Texas, transferring the sum of \$128,440 from the General Fund unappropriated fund balance for Fiscal Year 2009-10 to the General Fund operating appropriation for the purpose of providing additional funding for State-mandated compliance costs to purchase secondary sanitation systems on all City-owned aquatic facilities that include a public interactive water feature; amending the budget of the City and Ordinance 2009-9-13, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, The City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2009-10 setting the appropriations for the General Fund at \$198,673,823; and

WHEREAS, the State of Texas Department of Health Services passed a new bill requiring these sanitation systems effective May 1, 2010; and

WHEREAS, the City of Plano has four locations that will require an ultraviolet sanitation system to comply with this new legislation; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds to purchase these sanitation systems; and

WHEREAS, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for the purchase of ultraviolet sanitation systems, and that such action is a public necessity.

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

SECTION I. The estimated sum of ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED FORTY DOLLARS (\$128,440) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2009-10 as adopted by Ordinance No. 2009-9-13 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 5 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 14th DAY OF JUNE, 2010.

Phil Dyer, **MAYOR**

ATTEST:

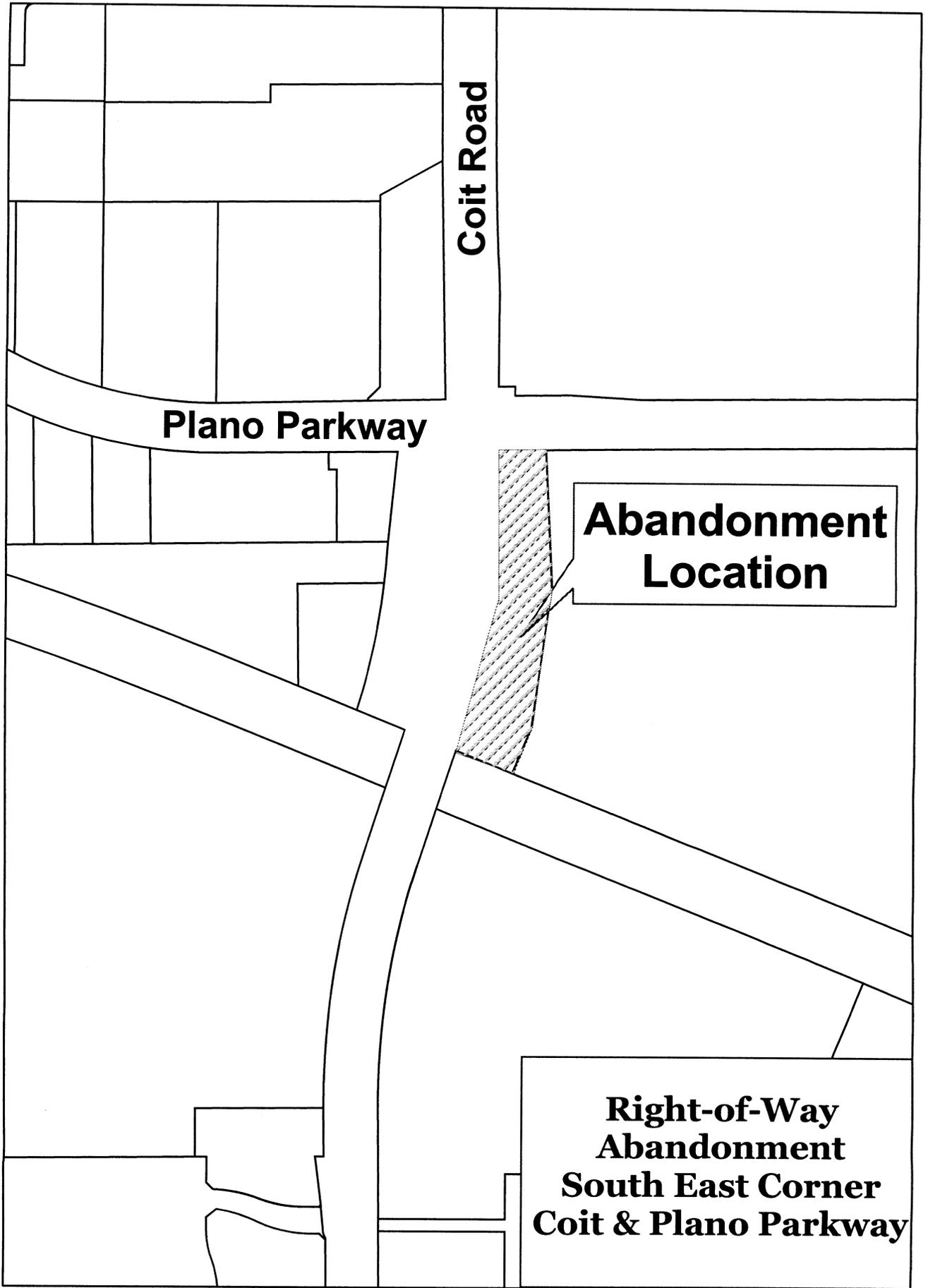
Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (X-7152)				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain variable width Right-of-Way at the southeast corner of Coit Road and Plano Parkway, being situated in the Martha McBride Survey, Abstract No. 553, which is located within the City limits of Plano, Collin County, Texas; also being a 2.47 acre tract of land dedicated for Right-of-Way as recorded in Cabinet C, Page 697 in the Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, The Dallas Morning News, Inc., to the extent of its interest; authorizing its execution by the City Manager or his authorized designee, and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2009-10	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND AND GENERAL OBLIGATION DEBT FUND				
<p>COMMENTS: This item will add 2.47 acres of land back on the tax rolls and subsequently, increase property tax receipts. The specific revenue increase associated with this property is undeterminable at this time.</p> <p>STRATEGIC PLAN GOAL: Right-of-Way adjustments relate to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>				
SUMMARY OF ITEM				
<p>The Public Works & Engineering Department has determined that this parcel is no longer needed for a grade separated intersection; therefore there will be no detrimental effect on the City if the Right-of-Way is abandoned and quitclaimed to the abutting Property Owner.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	



Coit Road

Plano Parkway

**Abandonment
Location**

**Right-of-Way
Abandonment
South East Corner
Coit & Plano Parkway**

An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain variable width Right-of-Way at the southeast corner of Coit Road and Plano Parkway, being situated in the Martha McBride Survey, Abstract No. 553, which is located within the City limits of Plano, Collin County, Texas; also being a 2.47 acre tract of land dedicated for Right-of-Way as recorded in Cabinet C, Page 697 in the Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, The Dallas Morning News, Inc., to the extent of its interest; authorizing its execution by the City Manager or his authorized designee, and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that variable width Right-of-Way at the southeast corner of Coit Road and Plano Parkway, (hereinafter called "Right-of-Way") being situated in the Martha McBride Survey, Abstract No. 553, which is located within the City Limits of Plano, Collin County, Texas, also being a 2.47 acre tract of land dedicated for Right-of-Way as recorded in Cabinet C, Page 697 in the Land Records of Collin County, Texas, and which is more particularly described in Exhibit "A-1", attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (with attached Exhibit) and made a part hereof by reference; and

WHEREAS, the Public Works & Engineering Department has determined that there will be no detrimental effect on the City if the Right-of-Way is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Right-of-Way should be abandoned.

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to a portion of the Right-of-Way is hereby abandoned, and all right, title and interest of the City in and to a portion of the Right-of-Way is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence, his authorized designee, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of a portion of the Right-of-Way by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Right-of-Way. Any such

utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Right-of-Way.

Section III. The City Council hereby finds and determines that the abandonment of a portion of the Right-of-Way is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A-1"

Being a 2.47 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, and being all that certain called 2.47 acre tract of land previously dedicated to the City of Plano for right-of-way by The Dallas Morning News North Plant, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 697, of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the northwest corner of Lot 1R, Block A, of Replat of The Dallas Morning News North Plant, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet J, Page 975, of said Plat Records, same being the northeast corner of said called 2.47 acre tract, same being the southeast intersection of the south right-of-way line of Plano Parkway (a 120' right-of-way) with the current east right-of-way line of Coit Road (a variable width right-of-way);

THENCE South 02 deg. 18 min. 15 sec. East, along the common line of said Lot 1R, said called 2.47 acre tract, and along the current east right-of-way line of said Coit Road, a distance of 337.44 feet to a 5/8 inch iron found for corner, said point being an angle point in the west line of said Lot 1R;

THENCE South 08 deg. 14 min. 30 sec. West, continuing along the common line of said Lot 1R, said called 2.47 acre tract, and along the current east right-of-way line of said Coit Road, a distance of 342.00 feet to a 5/8 inch iron rod found for corner, said point being an angle point in the west line of said Lot 1R;

THENCE South 23 deg. 18 min. 10 sec. West, continuing along the common line of said Lot 1R, said called 2.47 acre tract, and along the current east right-of-way line of said Coit Road, a distance 117.69 feet to a 5/8 inch iron rod found for the southwest corner of said Lot 1R, same being the southeast corner of said called 2.47 acre tract, same being the north right-of-way line of Gulf Colorado and Santa Fe Railroad (a 150' right-of-way);

THENCE North 67 deg. 34 min. 50 sec. West, along the common line of said called 2.47 acre tract, and the north right-of-way line of said Gulf Colorado and Santa Fe Railroad, a distance of 147.05 feet to a point for corner in the current right-of-way of said Coit Road, same being the beginning of a non-tangent curve to the left having a radius of 1974.86 feet, and a delta angle of 18 deg. 15 min. 22 sec.;

THENCE along the west line of said called 2.47 acre tract, and through the interior of the current right-of-way of Coit Road, and along said curve to the left, an arc distance of 629.24 feet, and a chord bearing and distance of North 09 deg. 00 min. 51 sec. East, 626.59 feet to a point for corner;

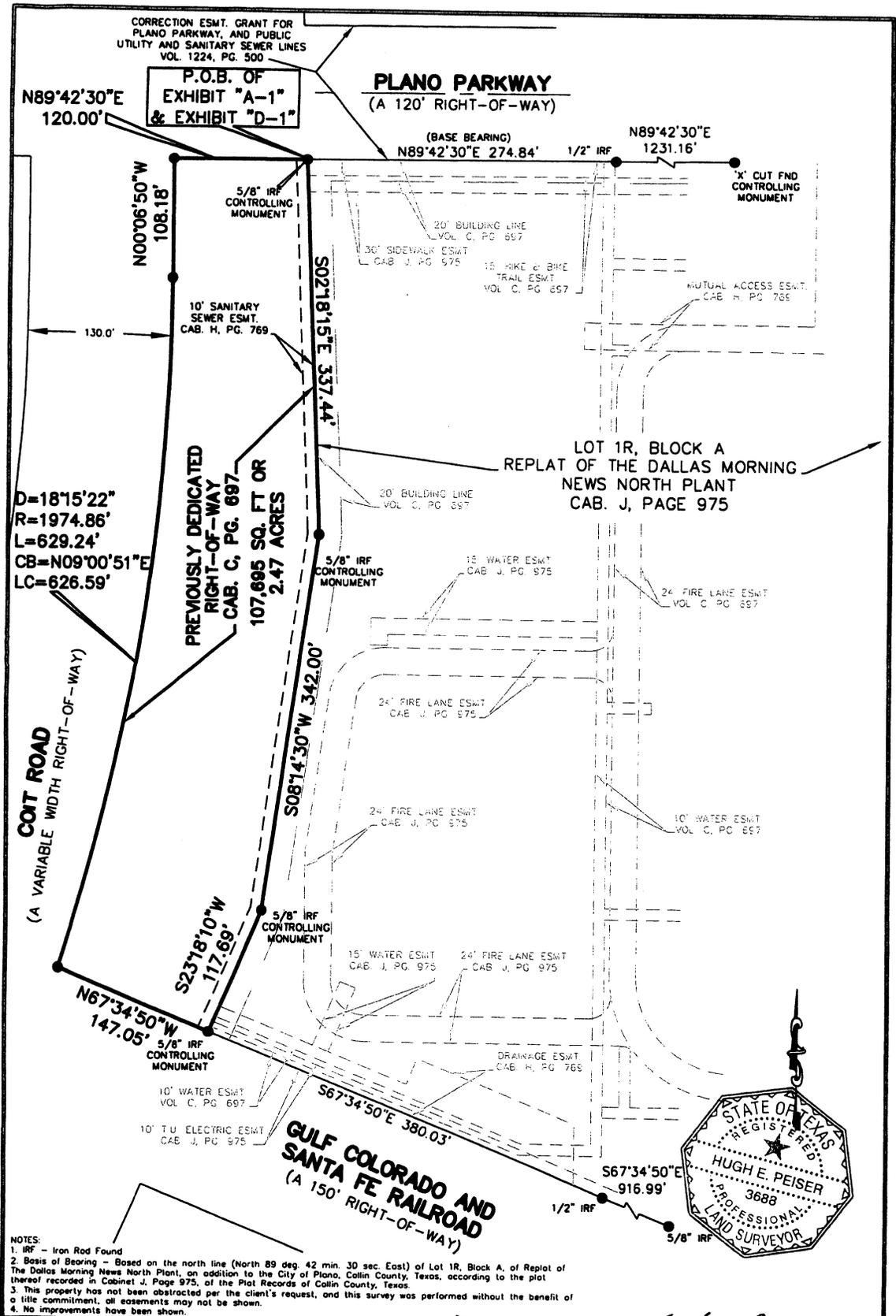
THENCE North 00 deg. 06 min. 50 sec. West, continuing along the west line of said called 2.47 acre tract, and through the interior of the current right-of-way of Coit Road, a distance of 108.18 feet to a point for corner, said point being the northwest corner of the herein described tract;

THENCE North 89 deg. 42 min. 30 sec. East, along the north line of said called 2.47 acre tract, and through the interior of the current right-of-way of Coit Road, a distance of 120.00 feet to the POINT OF BEGINNING and containing 107,695 square feet or 2.47 acres of computed land.



HUGH E. PEISER
PEISER SURVEYING CO.
623 E. DALLAS ROAD
GRAPEVINE, TX 76051
P-4561EX_A-1
05/21/2010

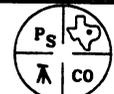




NOTES:
 1. IRF - Iron Rod Found
 2. Basis of Bearing - Based on the north line (North 89 deg. 42 min. 30 sec. East) of Lot 1R, Block A, of Replot of The Dallas Morning News North Plant, an addition to the City of Plano, Collin County, Texas, according to the plot thereof recorded in Cabinet J, Page 975, of the Plat Records of Collin County, Texas.
 3. This property has not been obstructed per the client's request, and this survey was performed without the benefit of a title commitment, all easements may not be shown.
 4. No improvements have been shown.

JOB NO. P-4561EX_C-1	PEISER SURVEYING CO. www.peisersurveying.com
DATE: 05/20/2010	
SCALE: 1" = 100'	623 E. DALLAS ROAD GRAPEVINE, TEXAS 76031 817-481-1806 (O) 817-481-1809 (F)
DRAWN BY: T.R.M.	

Hugh E. Peiser
 HUGH E. PEISER
 Registered Professional Land Surveyor No. 3688



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 MORTGAGE

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EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Right-of-Way Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **COIT ROAD AT THE SE CORNER OF COIT AND PLANO PARKWAY** (hereinafter called "Right-of-Way"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way.

1. The Owners are requesting the abandonment of the Right-of-Way for the following reasons:

IT HAS BEEN DETERMINED BY THE CITY THAT THIS PARCEL IS NO LONGER NEEDED FOR A GRADE SEPARATED INTERSECTION.

2. The following public interest will be served as a result of the abandonment:

THE PROPERTY WILL BE PUT ON THE TAX ROLLS AND SUBSEQUENTLY DEVELOPED, WHICH WILL INCREASE TAX RECEIPTS.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Right-of-Way as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Right-of-Way, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement right-of-way for the Right-of-Way requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement right-of-way and attach same to this Petition as **Exhibit "B-1"**. *(Not required)*
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Right-of-Way to access or to serve their property.

EXHIBIT "B"

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment and closing of the Right-of-Way by City.**
7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Right-of-Way will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100% DALLAS MORNING NEWS

8. Owners shall also prepare a map or drawing showing the Right-of-Way to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**. *(Not required)*
9. Owners shall also prepare a separate field note description for each portion of the Right-of-Way to be quitclaimed to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**. *(Not required)*

EXHIBIT "B"

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

The Dallas Morning News, Inc.

Typed Name of Owner

508 Young Street

Address

Dallas, Texas 75202

City, State and Zip

Dated: 5/27/10

Signature of Owner

DAN BLIZZARD, EVP & SECRETARY

Typed Name of Owner

Address

City, State and Zip

Dated: _____

Signature of Owner

Contact Person for Property Owners:

Name: Todd Awe

Phone No: 214 747-0350

EXHIBIT "A-1"

Being a 2.47 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, and being all that certain called 2.47 acre tract of land previously dedicated to the City of Plano for right-of-way by The Dallas Morning News North Plant, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 697, of the Plat Records of Collin County, Texas, and being more particularly described as follows:

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THENCE South 02 deg. 18 min. 15 sec. East, along the common line of said Lot 1R, said called 2.47 acre tract, and along the current east right-of-way line of said Coit Road, a distance of 337.44 feet to a 5/8 inch iron found for corner, said point being an angle point in the west line of said Lot 1R;

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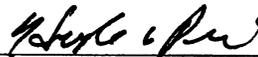
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THENCE North 67 deg. 34 min. 50 sec. West, along the common line of said called 2.47 acre tract, and the north right-of-way line of said Gulf Colorado and Santa Fe Railroad, a distance of 147.05 feet to a point for corner in the current right-of-way of said Coit Road, same being the beginning of a non-tangent curve to the left having a radius of 1974.86 feet, and a delta angle of 18 deg. 15 min. 22 sec.;

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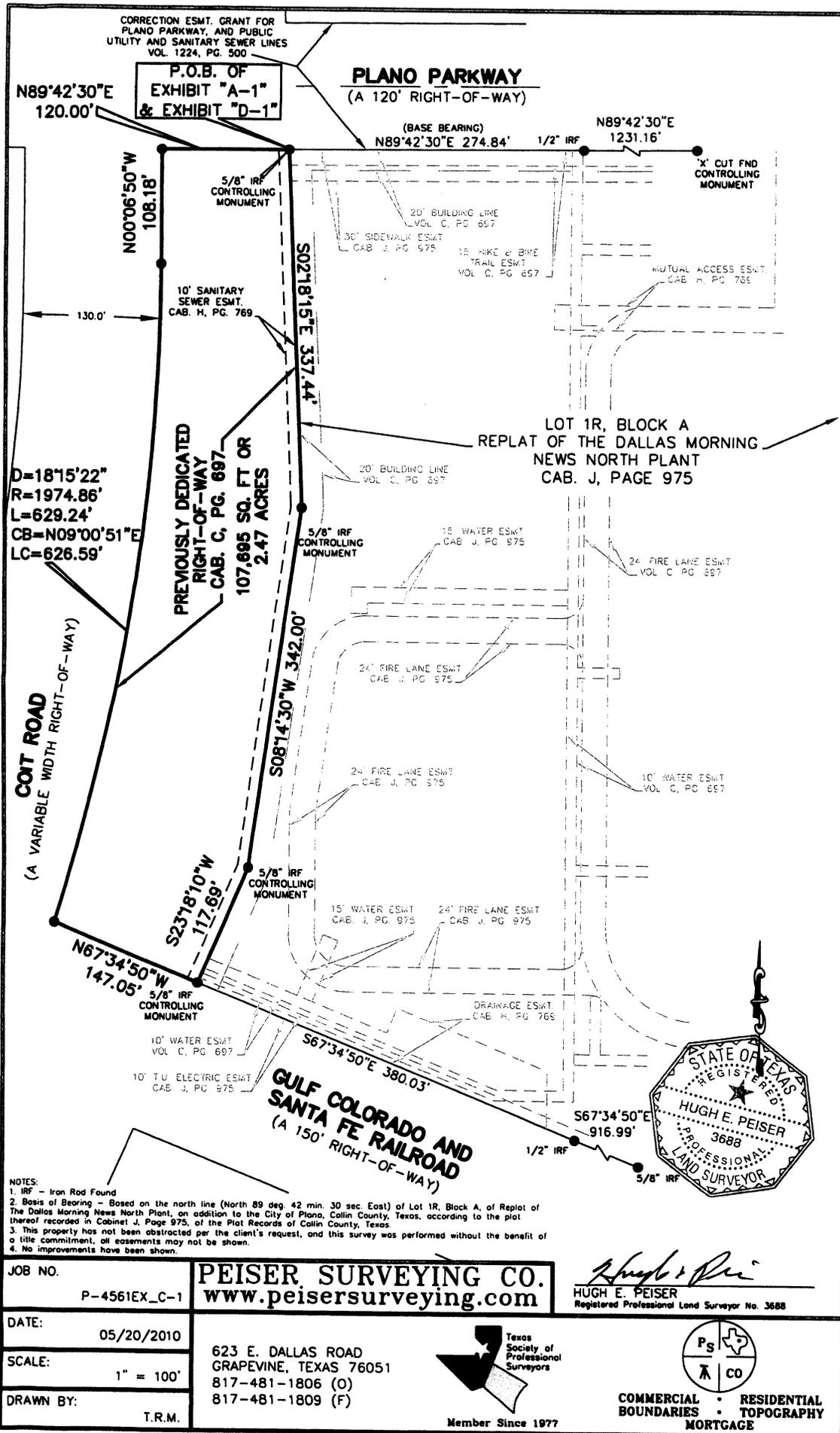
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HUGH E. PEISER
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623 E. DALLAS ROAD
GRAPEVINE, TX 76051
P-4561EX_A-1
05/21/2010





JOB NO. P-4561EX_C-1

DATE: 05/20/2010

SCALE: 1" = 100'

DRAWN BY: T.R.M.

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 817-481-1806 (O)
 817-481-1809 (F)

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 Registered Professional Land Surveyor No. 3688



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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/14/2010		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 90 and Supplement Number 90 Addition to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; 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: this item has no fiscal impact.				
SUMMARY OF ITEM				
Adoption of this ordinance enables these supplements to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 90 and Supplement Number 90 Addition to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 90 and Supplement Number 90 Addition; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 90 and Supplement Number 90 Addition of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 90 and Supplement Number 90 Addition as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Human Resources		
Department Head		LaShon Ross		
Agenda Coordinator (include phone #): Kay Mirkes (972-941-5300)				
CAPTION				
Transmittal of Fiscal Year 2008/2009 Affirmative Action Report				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
The Human Resources Department presentation of the Fiscal Year 2008/2009 Affirmative Action Annual Report				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Executive Summary				
Fiscal year 2008/2009 Affirmative Action Annual Report				

EXECUTIVE SUMMARY

Each year the City of Plano (COP) reports the status of diversity within its workforce as compared to the Collin County Civilian Labor Force (CCCLF). We realize equal access to information is an important part of ensuring equal access for employment to everyone. Therefore the City of Plano diversity report provides an opportunity to review progress towards achieving a more diverse workforce.

During the 2008-09 AAP year Plano's workforce consisted of thirty-two (32%) females. This figure is twelve (12%) percentage points lower than the female representation reflected in CCCLF where females make up forty-four (44%) of the labor market and is one(1) percentage point less than last year. One factor that may contribute to the under representation of females in our work force is that many of the jobs fall within professions that have traditionally been considered as male dominated fields, such as firefighter, police officer, equipment operator, maintenance workers, etc.

During AAP 2008-09 plan year ethnic minorities made up twenty-four (24%) of COP's total workforce. This figure is two percentage points more when compared to the CCCLF and one percentage point more when compared to AAP 2007-08. Proportionately there was a small change in the ethnic demographic distribution of the COP workforce for AAP 2008-09 when compared to AAP 2007-08. A review of COP workforce demographics as compared to CCCLF reflects that COP's workforce is five percentage points (5%) more for Blacks (B), three percentage points (3%) more for Hispanics, (H) and approximately one (1) percentage point more for American Indians/Native Americans (AIN). Representation of Asians (A) in the COP workforce remains at two percent (2%) which is four (4) percentage points lower than the CCCLF which is six percent (6%). One factor that may contribute to the underutilization of Asians in the City of Plano's workforce is the documented, historical tendency of Asian Americans to pursue college studies and careers in the areas of finance, engineering, law, and medicine. Historically, fewer Asian Americans have chosen non-executive areas of municipal government as careers. In fact, documented trends do not indicate governmental careers have been priority choices, although there are indications that this may be changing.

ENTITY	Total	% White	% Ethnic/Racial Minority	Data Provided in %				
				Black	Hispanic	Asian	Native Am	Other
Collin County CLF#	275,190	78.00	22.00	5.00	9.00	6.00	0.05	1.50
COP FT Workforce 09-30-09	2,032	76.00	24.00	10.00	12.00	2.00	1.00	0.00
COP FT Workforce 09-30-08	2,073	77.00	23.00	9.00	11.00	2.00	1.00	0.00
COP FT Workforce 09-30-07	2,040	77.00	23.00	9.00	11.00	2.00	1.00	0.00
COP FT Workforce 09-30-06	2,001	78.00	22.00	9.00	11.00	2.00	1.00	0.00

PROFILE of CURRENT WORKFORCE

A three year analysis (AAP-06-09) of the COP workforce as compared to the CCCLF by EEO category reflects the following:

Officials/Administrators: CCCLF reflects that ethnic minorities represent 15% of this category as compared to COP representation of 16%, 15%, and 16% respectively for each plan year. Females represent 33% of the CCCLF as compared to COP workforce which reflects 39%, 40%, and 46% respectively for each plan year. Representation of both ethnic minorities and females fall within range.

Professionals: CCCLF reflects that ethnic minorities represent 23% of this category as compared to COP representation of 15%, 16%, and 19% respectively. Females represent 46% of the CCCLF as compared to COP workforce which reflects 49%, 48%, and 48% respectively for each plan year. There has been a steady increase of ethnic minorities each year as reflected most recently with a three percentage point increase in AP 08-09 when compared to the previous AAP year.

Technicians/Professionals: CCCLF reflects that ethnic minorities represent 22% of this category as compared to COP representation of 24%, 25%, and 27% respectively for each plan year. Females represent 50% of the CCCLF as compared to COP workforce which reflects 29%, 27%, and 31% respectively for each plan year.

Protective Service: CCCLF reflects that ethnic minorities represent 24% of this category as compared to COP representation which reflects fourteen percent (14%) each AAP year. Females represent 14% of the CCCLF force as compared to COP workforce which reflects 10%, 9%, and 8% respectively for each year. There is under representation of ethnic minorities and females in this category.

Office/Clerical: CCCLF reflects that ethnic minorities represent 18% of this category as compared to COP representation of 23%, 24%, and 23% respectively for each plan year. Females represent 62% of the CCCLF as compared to COP workforce which reflects 90%, 85%, and 83% respectively for each plan year.

Skilled Craft: CCCLF reflects that ethnic minorities represent 28% of this category as compared to COP representation which reflects 40%, 40%, and 39% respectively for each plan year. Females represent 9% of the CCCLF force as compared to COP workforce which reflects 1%, 1%, and 1% respectively for each year. There is under representation of females in this category.

Service Maintenance: CCCLF reflects that ethnic minorities represent 41% of this category as compared to COP representation which reflects 45%, 48%, and 49% respectively for each plan year. Females represent 43% of the CCCLF force as compared to COP workforce which reflects 5%, 10%, and 10% respectively for each year.

RECRUITMENT and COMMUNITY OUTREACH

The City of Plano does not discriminate on the basis of race, color, creed, religion, sex, national origin, age, or handicap status and is committed to hiring the best-qualified applicants. In late 2007, the City took its first step in moving toward an electronic application process. In doing so, our accessibility to the public increased substantially. In AAP 06-07 we received over 7,700 applications; in AAP 07-08 we received over 16,000 applications, and in AAP 08-09 we received over 15,500. The impact of this increase was not only by the number of applications received, but also by the number of applications received from both ethnic minorities and females. While the City continues to place most of its recruitment through traditional methods such as attending job fairs, internet posting, advertising in journal and publications, the City is also involved in external activities that support diversity in all forms.

Our goals are twofold:

1. Enhance the partnership between the City and the community; and
2. Recruit, hire and retain a diverse group of employees representative of the community we serve without regard to one's race, color, creed, national origin, religion, sex, handicap status, or any protected class.

In addition to posting job openings on our website, our public safety departments (Police and Fire) attend job/career fairs sponsored by area colleges and universities. The police department also sends information advertising their civil service entrance exams and general employment opportunities to several colleges and universities throughout the local area as well as the country. Finally, detailed information relative to both the Police and Fire Departments are posted on their respective websites.

The Police Department is also involved with various civic and community organizations. Employees also participate in community programs through our volunteer program (adopt an angel, coat program etc.). Additionally, various staff members participate in activities such as Special Olympics, blood drives, Plano Balloon Festival, career day etc.

With regard to under representation of females and ethnic minorities, efforts to recruit, retain, and promote qualified individuals from under represented groups will continue to be on the forefront. A major obstacle which many employers experience is that women and minorities tend to be over represented in secretarial and maintenance positions, respectively, and both categories tend to be underrepresented in protective service. The following are efforts to be continued in order to address areas of under representation:

1. Continue to review processes and requirements to ensure there are no artificial barriers to any group of individuals;
2. Explore opportunities to promote the City of Plano as a place where careers are built;
3. Continue to develop partnerships with civic and social organizations and community groups;
4. Explore recruitment opportunities in those areas where members of under represented groups are present;
5. Promote the City of Plano's philosophy of equal employment opportunity and ensure that all employees are aware of our philosophy;
6. Review representation by ethnic group to address areas of under representation;
7. Work with Departments to identify developments/issues in terms of the local/national applicant pools.



**Affirmative Action/Workplace
Diversity**

October 1, 2008-September 30, 2009

Annual Summary Report

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2009 Affirmative Action/Workplace Diversity Report

Signature Page

Reaffirming the City's Commitment to a Diverse Workforce
(Inclusive dates of this plan: October 1, 2008-September 30, 2009)

Report Prepared by: Sharon Sturns
Sharon Sturns, Human Resources Manager

Report Reviewed by: LaShon Ross
LaShon Ross, Assistant City Manager

Introduction

It is common knowledge that the blending of cultures, genders, and other physical differences in the workforce within the United States has presented a great challenge. Many legislative decisions have been made for the sole purpose of counteracting practices which are discriminatory in nature. Great strides have been made to protect all citizens from the repercussions of all types of discrimination.

As our workforce becomes increasingly more diverse, it is imperative that we promote increased awareness of issues surrounding diversity. Not only do coworkers have to be able to work together harmoniously, but supervisors and managers must have the necessary interpersonal skills, general knowledge, and sensitivity to maximize productivity and overall efficiency. Employees are at their best when they feel they are a valued part of the organization, and they only feel valued when they are regarded as such.

There is also a direct link between how an employee feels toward his/her employer and the perception of the employer that is then related to the general public. If an employee feels that discriminatory practices are accepted within a particular organization, then that philosophy will be relayed to the public. Of course, at this point, the organization/employer in question will have to expend a great deal of time and energy proving otherwise if, in fact, it is not. Therefore, an employer must remain aware of the practices and training that are prevalent within its organization. A firm and ongoing commitment to lawful and fair employment practices by all employees must be regularly stressed and consistently enforced. Therefore, realizing the value of a diverse workforce, as well as the consequences of discriminatory practices, the City of Plano, Texas, is committed to fair employment practices and training which promote diversity and result in a quality workforce.

Overview

Each year, the City of Plano reaffirms its commitment to Equal Employment and to preserving those protections embodied in federal and state laws and executive orders designed to promote affirmative action toward achieving equal employment opportunity. As part of this reaffirmation, the City of Plano expects its administrators, directors, and others who have administrative responsibility and authority to carry out the mandate of the City Manager and Executive Directors to pursue the shared commitment of fair employment practices of females and racial/ethnic minorities. Additionally, a condition of employment and continued employment with the City is that employees perform their duties in a manner that clearly reflects the principle of equal opportunity and that creates a supportive non-discriminatory atmosphere.

The 2008-09 Annual Summary of the City of Plano's Affirmative Action/Diversity Plan provides an overview of the utilization of females and ethnic/racial minorities in the City as compared with their statistical availability in Collin County. For the purpose of this report, Collin County shall be defined as the reasonable recruitment area and shall be called the "Civilian Labor Force" (CLF). The Census Bureau defines the CLF as people, age 16 or older, who are employed or seeking employment. These statistics exclude those in the Armed Forces. Where there is a valid statistical difference that indicates under-utilization of females or ethnic/racial minorities, recruitment practices are evaluated to determine if current practices should be modified.

To determine under-utilization, the City compares the percentage of protected class employees in various job classifications to the percentage in the available work force. This report presents an annual overview of our status toward the City's commitment to equal employment opportunity, reviews our initiatives established in the Affirmative Action Plan, and analyzes progress toward these initiatives.

The AAP-Summary includes the following:

- Data based on the most current completed plan year (October 1- September 30);
- A breakdown of the City's workforce as of September 30, 2009 by race, sex/gender and job category;
- A breakdown of the available workforce in the Collin County relevant labor market;
- A comparison of the breakdown of items one (1) and two (2) above;
- Summary of recruitment activities for AAP 08-09; and
- Notification of non-discrimination.

Data Source

Data provided in this report is as of September 30, 2009. Data sources used consist of the City of Plano PeopleSoft system and the 2000 EEO Supplementary Report: "Detailed Occupation of the Civilian Labor Force by Sex, Race and Hispanic Origin" issued by the Bureau of the Census. Both Census data and City of Plano PeopleSoft data may not add up to the total due to rounding. For the purpose of this report, ethnic/racial minority shall be defined as any racial/ethnic group(s) not classified as White.

Overview of Demographics

As of September 30, 2009, the City of Plano's workforce consisted of 2,032 full-time employees. This figure reflects a decrease of approximately 2% as compared to the City of Plano's full-time employee workforce as of September 30, 2008, which was 2073. Of the 2,032 employees, females made up 32% of the City's workforce. This reflected approximately 1% decrease in female representation for AAP year ending September 30, 2009 when compared to AAP 2008 and is approximately twelve percent (12%) less than the female representation for the 2000 U.S. Census data.

As of September 30, 2009, ethnic/racial minorities made up approximately 24% of the City's workforce. This reflected approximately a 1% increase in representation of ethnic/racial minorities for the City of Plano when compared to data as of September 30, 2008 and is approximately two percent (2%) more when compared to CLF ethnic/racial minority representation in the 2000 U.S. Census.

ENTITY	Total	% White	% Ethnic/ Racial Minority	Data Provided in %				
				Black	Hispanic	Asian	Native Am	Other
Collin County OLF#	275,190	78.00	22.00	5.00	9.00	8.00	0.05	1.60
COP FT Workforce 09-30-09	2,032	76.00	24.00	10.00	12.00	2.00	1.00	0.00
COP FT Workforce 09-30-08	2,073	77.00	23.00	9.00	11.00	2.00	1.00	0.00
COP FT Workforce 09-30-07	2,040	77.00	23.00	9.00	11.00	2.00	1.00	0.00
COP FT Workforce 09-30-06	2,001	78.00	22.00	9.00	11.00	2.00	1.00	0.00

The City of Plano continues to work diligently to improve the accessibility to employment opportunity information to all sectors of the population. These efforts include, but are not limited to, using the internet, attending job fairs, attending career fairs, participation in community programs and advertising in the printed media (i.e., professional journals and newspapers).

Finally, diversity training and workplace harassment is provided throughout the year through the Professional Development Center, the City's teaching arm of the Human Resources Department. During the 2008-09 AAP year, approximately thirty-nine (39) classes were conducted and were attended by five hundred ninety four (594) employees

Clarity of Organizational Objectives

The City of Plano Affirmative Action objectives are initiatives and are not number-driven. Rather, all efforts are directed toward recruitment/promotional strategies that improve the probability of increasing diversity within the applicant pools.

Summary Components

> Workforce Analysis: This report provides a summary of the City's employees by departmental structure and is a profile of the City of Plano's full-time employees by EEOC job category, race and gender. It consists of a number of reports organized by job categories and allows us to analyze patterns of employment by race and gender.

> Departmental Utilization Analysis: This analysis compares the current representation of minorities and women in our workforce to availability estimates to determine where we need to make greater efforts to reach parity and diversify the workforce.

In some cases, an EEO Job Code may reflect an unreliable concentration and/or underutilization rating. This happens in the smaller departments/divisions.

> Availability Analysis: The Availability Analysis identifies the Collin County Civilian Labor Market. Data used in this analysis is obtained from the 2000 U.S. Census Bureau. We used Collin County as our available labor market because a majority of our full-time regular employees reside in Collin County.

The EEO Job Groups are:

- Officials and Administrators
- Protective Service-Civil Service
- Para Professional *
- Professional
- Office/Clerical
- Service/Maintenance
- Technical
- Skilled Craft

Also included in this report is a statistical overview of new hire, termination and promotional activities for the City of Plano covering the October 1, 2008 – September 30, 2009 AAP year.

*Category eliminated during the 2000 census.

Workforce Analysis Summary

Workforce analysis summary is a listing of each job title as it appears in applicable payroll/budget records by EEO Category. For each job title, totals are provided by gender and ethnic group.

**TABLE 4. Job Category - 1
 GOVERNMENTAL AND ADMINISTRATIVE**

<u>Job Code</u>	<u>Description</u>	<u>Gender</u>	<u>Ethnic Group</u>	<u>Count</u>
1X002	Deputy City Manager	M	WHITE	1
1X005	Director Budget & Research	F	WHITE	1
1X009	Chief Building Official	M	HISPA	1
1X010	City Attorney	F	WHITE	1
1X012	City Manager	M	WHITE	1
1X013	City Secretary	F	WHITE	1
1X015	Director Technology Services	M	WHITE	11
1X017	Director Finance	F	WHITE	1
1X018	Director Parks & Recreation	F	WHITE	1
1X020	Director Environmental Health	M	WHITE	1
1X022	Fire Chief	M	HISPA	1
1X024	Director Libraries	F	WHITE	1
1X025	Chief Municipal Court Judge	M	WHITE	1
1X029	Deputy City Manager	M	WHITE	1
1X030	Deputy City Manager	M	WHITE	1
1X036	Director Planning	F	WHITE	1
1X044	Director Economic Devel	F	WHITE	1
1X051	Director Property Standards	F	BLACK	1
1X168	Director Public Safety Comm	M	WHITE	1
1X669	Police Chief	M	WHITE	1
1X813	Director Emergency Manag	M	WHITE	1
1X823	Director Sustain. & Env. Serv.	F	WHITE	1
1X958	Director Public Works & Eng	M	WHITE	1
1X976	Deputy Director Libraries	F	WHITE	1
1X959	Assistant City Manager	F	BLACK	1
1X959	Assistant City Manager	M	WHITE	1

SUMMARY

<u>Gender</u>			
	Female	46%	12
	Male	54%	14
<u>Ethnic Group</u>			
	White	85%	22
	Black	8%	2
	Hispanic	8%	2
<u>TOTAL</u>		100%	26

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
2F263	Food Sales & Services Supv	M	ASIAN	1
2F531	Plans Review Services Supv	M	ASIAN	1
2P001	Accountant I	F	BLACK	1
2P001	Accountant I	M	WHITE	1
2P006	Facilities Services Manager	M	WHITE	1
2P007	Assistant City Attorney III	F	ASIAN	1
2P007	Assistant City Attorney III	F	WHITE	1
2P007	Assistant City Attorney III	M	WHITE	1
2P010	Treasurer	F	WHITE	1
2P014	Community Services Manager	F	WHITE	1
2P028	Budget Manager	M	WHITE	1
2P029	Purchasing Manager	F	WHITE	1
2P033	Chief Purchasing Officer	M	WHITE	1
2P034	Chief Engineer-Development	M	WHITE	1
2P035	Chief Park Planner	M	WHITE	1
2P039	Utility Operations Supt	M	WHITE	2
2P043	Conv/Visitor's Bureau Manager	M	WHITE	1
2P045	Risk Manager	M	BLACK	1
2P047	Municipal Court Administrator	F	WHITE	1
2P048	Internal Audit Manager	M	WHITE	1
2P049	CIP Budget Coordinator	F	WHITE	1
2P052	Tennis Professional	M	WHITE	1
2P054	Health Manager	F	BLACK	1
2P057	Engineer II	M	ASIAN	1
2P069	Video Operations Manager	F	WHITE	1
2P071	Inspection Services Supv	F	HISPA	1
2P071	Inspection Services Supv	M	ASIAN	1
2P071	Inspection Services Supv	M	WHITE	3
2P073	Fire Budget Analyst	M	WHITE	1
2P092	Public Services Librarian, Sr	F	ASIAN	2
2P092	Public Services Librarian, Sr	F	HISPA	2
2P092	Public Services Librarian, Sr	F	WHITE	21
2P092	Public Services Librarian, Sr	M	WHITE	3
2P093	Public Services Librarian Supv	F	WHITE	4
2P093	Public Services Librarian Supv	M	WHITE	1
2P095	Library Manager	F	WHITE	2
2P095	Library Manager	M	WHITE	2
2P115	Park Operations Supt	F	WHITE	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
2P124	Planner	F	BLACK	2
2P124	Planner	F	HISPA	1
2P124	Planner	M	WHITE	2
2P127	Police Administrative Manager	M	WHITE	1
2P128	Public Safety Comm Manager	F	WHITE	2
2P132	Police Planning/Research Coord	M	WHITE	1
2P141	Programmer Analyst I	M	WHITE	1
2P142	Systems & Programming Manager	M	WHITE	1
2P153	Records Manager	F	AMIND	1
2P166	Community Resources Mgr	F	WHITE	1
2P169	Budget Analyst, Sr	F	WHITE	2
2P180	Planner, Sr	F	WHITE	1
2P180	Planner, Sr	M	WHITE	1
2P188	Programmer Analyst, Sr	F	ASIAN	2
2P188	Programmer Analyst, Sr	F	WHITE	3
2P188	Programmer Analyst, Sr	M	ASIAN	2
2P188	Programmer Analyst, Sr	M	HISPA	1
2P188	Programmer Analyst, Sr	M	WHITE	4
2P190	Technical Manager	M	WHITE	1
2P198	Traffic Engineer II	M	WHITE	1
2P199	Pub. Wrks Supt Streets Drng	M	WHITE	1
2P265	Landscape Architect	M	WHITE	3
2P273	Plano Centre Manager	F	WHITE	1
2P300	Sales Consultant	F	WHITE	3
2P327	Cust/Utility Services Manager	F	WHITE	1
2P327	Cust/Utility Services Manager	M	WHITE	1
2P367	Children's Services Lib Supv	F	WHITE	5
2P387	First Assistant City Attorney	M	WHITE	1
2P388	Catalog/Process Librarian Supv	F	WHITE	1
2P389	Acquisition Librarian Supv	F	WHITE	1
2P391	Volunteer Resources Supervisor	F	WHITE	1
2P392	Chief Engineer-CIP	M	WHITE	1
2P393	Engineer, Sr	M	ASIAN	1
2P393	Engineer, Sr	M	WHITE	3
2P400	Municipal Reference Librarian	M	WHITE	1
2P401	Internal Auditor	M	HISPA	1
2P424	Network Engineer, Sr	M	WHITE	1
2P425	Network Engineer	F	ASIAN	1
2P425	Network Engineer	F	BLACK	1
2P425	Network Engineer	F	WHITE	2
2P425	Network Engineer	M	ASIAN	1



<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
2P425	Network Engineer	M	WHITE	4
2P426	Programmer Analyst II	F	WHITE	1
2P426	Programmer Analyst II	M	BLACK	1
2P426	Programmer Analyst II	M	WHITE	4
2P461	GIS Manager	M	WHITE	1
2P462	GIS Analyst	F	WHITE	1
2P465	Associate Judge	M	WHITE	1
2P471	Urban Forester	M	WHITE	1
2P482	Dir Bus Retention & Expansion	F	WHITE	1
2P522	Controller	F	WHITE	1
2P523	Animal Services Manager	M	WHITE	1
2P524	Park Services Manager	M	WHITE	1
2P525	Recreation Services Manager	F	WHITE	1
2P526	Planning Manager	F	WHITE	1
2P528	Transport Engineering Manager	M	BLACK	1
2P534	Traffic Engineer, Sr	M	WHITE	2
2P535	Police Budget Analyst	F	WHITE	1
2P541	Development Coordinator	F	WHITE	1
2P544	Dir Marketing & Redevelopment	M	WHITE	1
2P549	Webmaster	F	WHITE	1
2P559	GIS Analyst, Sr	F	ASIAN	1
2P559	GIS Analyst, Sr	M	WHITE	2
2P560	Human Resources Manager	F	BLACK	1
2P567	Budget Analyst II	M	BLACK	1
2P574	Radio System Manager	M	WHITE	1
2P579	Sales Consultant, Sr	F	WHITE	1
2P583	Crime Sc./Prop-Ev/Qrtrmstr Mgr	M	WHITE	1
2P584	Recreation Superintendent	F	WHITE	1
2P584	Recreation Superintendent	M	WHITE	1
2P585	Information Svcs Budget Anlyst	F	WHITE	1
2P586	Police Records Manager	F	WHITE	1
2P610	Public Safety System Spt Mgr	M	HISPA	1
2P624	Infrastructure Manager	M	AMIND	1
2P630	Traffic Engineer I	F	ASIAN	1
2P630	Traffic Engineer I	M	ASIAN	1
2P646	Desktop Manager	F	WHITE	1
2P648	Assistant City Attorney II	M	BLACK	1
2P654	CNC Engineer	M	BLACK	1
2P655	Financial Systems Manager	M	WHITE	1
2P667	Accountant II	F	WHITE	1
2P667	Accountant II	M	BLACK	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
2P671	Technology Services Manager	F	AMIND	1
2P689	Building Inspections Manager	M	WHITE	2
2P699	Compensation/Benefits Manager	F	WHITE	1
2P731	Court Systems Administrator	F	AMIND	1
2P733	Park Administrative Supt	F	WHITE	1
2P733	Park Administrative Supt	M	BLACK	1
2P759	Associate Judge, Sr	M	WHITE	1
2P760	Public Works Construction Supt	M	WHITE	1
2P766	Support Services Manager	M	WHITE	1
2P772	Benefits Specialist, Sr.	F	WHITE	1
2P774	Police Legal Advisor, Sr	M	WHITE	1
2P778	Storm Water Program Admin	M	WHITE	1
2P796	Fleet Superintendent	M	HISPA	1
2P797	Fleet Manager	M	WHITE	1
2P815	Organizational Develop Manager	M	WHITE	1
2P818	Compensation Specialist, Sr	F	WHITE	1
2P819	Genealogy Librarian Supervisor	M	WHITE	1
2P826	Commercial Divrsion Superv.	M	HISPA	1
2P827	Facilities Mtn. Superintendent	M	WHITE	1
2P831	HRIS Specialist	F	WHITE	1
2P840	Trail System Planner	F	WHITE	1
2P847	Nature Preserve Superintendent	M	WHITE	1
2P848	Park Renovation Project Coord	M	WHITE	1
2P849	Special Projects Manager	M	WHITE	1
2P850	Tech Services Operation Mgr	F	WHITE	1
2P853	Library Technology Coordinator	M	WHITE	1
2P873	Network Services Supervisor	M	WHITE	1
2P874	Envir. Educ. & Com. Outrch Mgr	F	WHITE	1
2P875	Compost Opers & Marketing Mgr	F	WHITE	1
2P903	Pub Wrks Asst Supt Streets Drg	M	WHITE	1
2P907	Park Superintendent	M	WHITE	3
2P914	Pub Wrks Supt Traffic Opers	M	WHITE	1
2P922	Public Works Operations Mgr	M	WHITE	1
2P942	Risk Program Manager	M	WHITE	1
2P945	Marketing Specialist	F	WHITE	1
2P952	Neighborhood Svcs Sprvr	F	HISPA	1
2P954	Sustain. Project Mgt. Coord.	M	BLACK	1
2P957	Accounting Supervisor	F	WHITE	2
2P960	Treasury Analyst II	F	HISPA	1
2P969	Sus. & Env. Srv Operations Mgr	M	WHITE	1
2P980	Creative Arts Complex Sprvr	M	WHITE	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
5F649	Recreation Supervisor	F	BLACK	1
5F649	Recreation Supervisor	F	WHITE	8
5F649	Recreation Supervisor	M	BLACK	1
5F649	Recreation Supervisor	M	WHITE	4
6C622	Web Site Assistant	M	WHITE	1
5F289	Asst Rec Center Supv	F	WHITE	1
5F289	Asst Rec Center Supv	M	WHITE	1
5T316	Athletic Superintendent	M	WHITE	1

SUMMARY

<u>Gender</u>			
	Female	49%	119
	Male	51%	126
<u>Ethnic Group</u>			
	White	80%	196
	Black	7%	17
	Hispanic	5%	11
	Asian	7%	17
	American Ind/Native American	2%	4
<u>TOTAL</u>		101%	245

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
3F059	Mapping/Information Supv	M	AMIND	1
3F798	Park Irrigation Maint. Supvsr	M	AMIND	1
3T575	Park Field Services Splst	M	AMIND	1
3T799	Storm Water Specialist	M	AMIND	1
3T109	Micrographics Tech, Sr	F	ASIAN	1
3T780	Env. Educ. & Com. Outreach Crd	F	ASIAN	1
3T940	Assistant Webmaster	F	ASIAN	1
3T030	GIS Tech	M	ASIAN	1
3T964	Fleet Coordinator	M	ASIAN	1
3T111	Property Standards Splst	F	BLACK	1
3T292	Engineering Tech	F	BLACK	1
3T569	Engineering Tech, Sr	F	BLACK	1
3T833	Public Information Coord, Sr.	F	BLACK	1
3F855	Police Quarter Master Supvs	M	BLACK	1
3T024	Facilities Mtn Mech, Sr	M	BLACK	1
3T026	Facilities Mtn Tech	M	BLACK	1
3T177	Print/Bindery Operator, Sr	M	BLACK	1
3T192	Publishing Coordinator	M	BLACK	1
3T201	Traffic Signal Tech II	M	BLACK	1
3T202	Traffic Signal Tech I	M	BLACK	1
3T325	Code Compliance Inspector	M	BLACK	1
3T458	Signs & Markings Tech	M	BLACK	1
3T570	Transportation Engrng Tech, Sr	M	BLACK	1
3T638	Electrical Inspector, Sr	M	BLACK	1
3T666	Theater Technician	M	BLACK	1
3T692	Desktop Technician Sr.	M	BLACK	1
3T542	Commercial Recycling Coord	F	BLACK	2
8M857	Police Quarter Master Asst	F	BLACK	2
3T025	Facilities Mtn Mech II	M	BLACK	2
3T111	Property Standards Splst	M	BLACK	2
3T060	Environmental Health Splst	F	BLACK	3
3F097	Library Tech	F	HISPA	1
3T030	GIS Tech	F	HISPA	1
3T111	Property Standards Splst	F	HISPA	1
3T125	Planning Tech	F	HISPA	1
3T126	Plans Examiner	F	HISPA	1
3T211	Video Producer	F	HISPA	1
3T253	Code Compliance Rep	F	HISPA	1
3T298	Claims Coord	F	HISPA	1
3T380	Criminalist	F	HISPA	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
3T025	Facilities Mtn Mech II	M	HISPA	1
3T041	Construction Inspector	M	HISPA	1
3T126	Plans Examiner	M	HISPA	1
3T253	Code Compliance Rep	M	HISPA	1
3T784	Backflow Prevention Inspector	M	HISPA	1
3T841	Swimming Pool Technician	M	HISPA	1
5T674	Offsite Food Service Coord	M	HISPA	1
3T164	Sign Shop Tech	M	HISPA	2
3T458	Signs & Markings Tech	M	HISPA	2
3T765	CUS Field Technician, Sr	M	HISPA	2
3F487	Property Unit Supervisor	F	WHITE	1
3F641	Criminalist Supervisor	F	WHITE	1
3T030	GIS Tech	F	WHITE	1
3T060	Environmental Health Splst	F	WHITE	1
3T125	Planning Tech	F	WHITE	1
3T297	Telecommunications Analyst	F	WHITE	1
3T512	Desktop Technician	F	WHITE	1
3T542	Commercial Recycling Coord	F	WHITE	1
3T571	Planning Tech, Sr	F	WHITE	1
3T657	Household Chem Coll Technician	F	WHITE	1
3T790	Publishing Coordinator, Sr	F	WHITE	1
3T805	Emergency Mgt. Spec. Sr.	F	WHITE	1
3T846	Sustain. Communications Coord.	F	WHITE	1
3T852	9-1-1 Coordinator	F	WHITE	1
3T872	Park Natural Resrcs Spec	F	WHITE	1
3T953	Police Public Inform. Coord.	F	WHITE	1
3T965	Fleet Coordinator, Senior	F	WHITE	1
8M856	Police Quarter Master, Sr.	F	WHITE	1
5F665	Theater Venue Supervisor	F	WHITE	1
3F033	Construction Inspection Supv	M	WHITE	1
3F828	Facilities Maint. Opers Supv	M	WHITE	1
3F844	Police Laboratory Safety Coord	M	WHITE	1
3T032	Building Inspector	M	WHITE	1
3T060	Environmental Health Splst	M	WHITE	1
3T070	Transportation Engineering Tech	M	WHITE	1
3T214	Pumping Fac Instrument Tech	M	WHITE	1
3T266	Loss Control Splst	M	WHITE	1
3T280	Rehabilitation Estimator	M	WHITE	1
3T302	Audio/Visual Tech	M	WHITE	1
3T323	Electrical Inspector	M	WHITE	1
3T392	Utility Coordinator, Senior	M	WHITE	1
3T394	Radio Technician	M	WHITE	1
3T412	Meter Shop Tech	M	WHITE	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
3T458	Signs & Markings Tech	M	WHITE	1
3T508	GIS Tech, Sr	M	WHITE	1
3T542	Commercial Recycling Coord	M	WHITE	1
3T580	Fire Research Analyst	M	WHITE	1
3T570	Transportation Engrng Tech, Sr	M	WHITE	1
3T573	Radio System Coord	M	WHITE	1
3T591	Rehabilitation Estimator, Sr	M	WHITE	1
3T636	Code Compliance Inspector, Sr	M	WHITE	1
3T642	Property Standards Splst, Sr	M	WHITE	1
3T651	Video Engineer	M	WHITE	1
3T657	Household Chem Coll Technician	M	WHITE	1
3T666	Theater Technician	M	WHITE	1
3T692	Desktop Technician Sr.	M	WHITE	1
3T732	Park Technology Specialist	M	WHITE	1
3T738	Forestry Technician	M	WHITE	1
3T742	Park Compliance Coordinator	M	WHITE	1
3T764	CUS Field Technician	M	WHITE	1
3T765	CUS Field Technician, Sr	M	WHITE	1
3T790	Publishing Coordinator, Sr	M	WHITE	1
3T799	Storm Water Specialist	M	WHITE	1
3T805	Emergency Mgt. Spec. Sr.	M	WHITE	1
3T862	Rental Inspector	M	WHITE	1
3T936	Utility Coordinator	M	WHITE	1
3T956	Emergency Management Specialist	M	WHITE	1
3T963	PSC Computer Operations Coord.	M	WHITE	1
5T879	Athletic Coordinator	M	WHITE	1
5T901	Park Ranger	M	WHITE	1
7F979	Backflow & Meter Srvcs Sprvsr	M	WHITE	1
7M863	Irrigation Programming Tech.	M	WHITE	1
7T918	Welder Fabricator	M	WHITE	1
8F829	Facilities Tech. Oper. Spvr.	M	WHITE	1
8F882	Park Field Services Supervisor	M	WHITE	1
8M857	Police Quarter Master Asst	M	WHITE	1
5F913	Special Waste Services Supvsr	M	WHITE	1
3T054	Mapping/Information Tech	F	WHITE	2
3T109	Micrographics Tech, Sr	F	WHITE	2
3T111	Property Standards Splst	F	WHITE	2
3T126	Plans Examiner	F	WHITE	2
3T833	Public Information Coord, Sr.	F	WHITE	2
8M857	Police Quarter Master Asst	F	WHITE	2
5F704	Recreation Complex Supervisor	F	WHITE	2
3F097	Library Tech	M	WHITE	2
3F200	Traffic Supv	M	WHITE	2

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
3F641	Criminalist Supervisor	M	WHITE	2
3F736	Park Irrigation Tech Supv	M	WHITE	2
3T024	Facilities Mtn Mech, Sr	M	WHITE	2
3T201	Traffic Signal Tech II	M	WHITE	2
3T267	Facilities Construct Coord, Sr	M	WHITE	2
3T405	Police Crime Analyst	M	WHITE	2
3T638	Electrical Inspector, Sr	M	WHITE	2
3T784	Backflow Prevention Inspector	M	WHITE	2
3T026	Facilities Mtn Tech	M	WHITE	3
3T211	Video Producer	M	WHITE	3
3T512	Desktop Technician	M	WHITE	3
3T637	Building Inspector, Sr	M	WHITE	3
3T639	Plumbing Inspector, Sr	M	WHITE	3
3T380	Criminalist	F	WHITE	4
3T780	Env. Educ. & Com. Outreach Crd	F	WHITE	4
3T025	Facilities Mtn Mech II	M	WHITE	4
3T111	Property Standards Splst	M	WHITE	4
3T290	Facilities Mtn Tech, Sr	M	WHITE	4
3T380	Criminalist	M	WHITE	4
3T631	Environmental Health Splst, Sr	M	WHITE	4
3F097	Library Tech	F	WHITE	5
3T041	Construction Inspector	M	WHITE	5
3T172	Construction Inspector, Sr	M	WHITE	6

SUMMARY

Gender

Female	32%	69
Male	68%	150

Ethnic Group

White	74%	160
Black	13%	28
Hispanic	10%	22
Asian	2%	5
American Ind/Native American/	2%	4

TOTAL

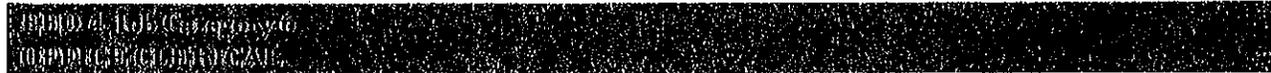
101%	219
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<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
4F087	Jail Supv	M	WHITE	6
4P013	Assistant Fire Chief	M	WHITE	4
4P277	Battalion Chief	M	WHITE	6
4P278	Assistant Police Chief	M	BLACK	1
4P390	Jail Manager	M	BLACK	1
4P865	Battalion Chief	M	WHITE	3
4S001	Fire Rescue Specialist	F	WHITE	2
4S001	Fire Rescue Specialist	M	AMIND	2
4S001	Fire Rescue Specialist	M	BLACK	3
4S001	Fire Rescue Specialist	M	HISPA	6
4S001	Fire Rescue Specialist	M	WHITE	170
4S005	Police Officer	F	BLACK	1
4S005	Police Officer	F	HISPA	2
4S005	Police Officer	F	WHITE	29
4S005	Police Officer	M	AMIND	2
4S005	Police Officer	M	ASIAN	3
4S005	Police Officer	M	BLACK	25
4S005	Police Officer	M	HISPA	23
4S005	Police Officer	M	WHITE	195
4S014	Fire Apparatus Operator	F	WHITE	2
4S014	Fire Apparatus Operator	M	AMIND	1
4S014	Fire Apparatus Operator	M	ASIAN	1
4S014	Fire Apparatus Operator	M	HISPA	1
4S014	Fire Apparatus Operator	M	WHITE	46
4S017	Fire Captain	F	WHITE	1
4S017	Fire Captain	M	WHITE	32
4S018	Fire Lieutenant	M	ASIAN	1
4S018	Fire Lieutenant	M	HISPA	1
4S018	Fire Lieutenant	M	WHITE	12
4S022	Police Sergeant	F	HISPA	1
4S022	Police Sergeant	F	WHITE	6
4S022	Police Sergeant	M	AMIND	1
4S022	Police Sergeant	M	HISPA	3
4S022	Police Sergeant	M	WHITE	27
4S037	Police Lieutenant	M	WHITE	13
4S058	Police Captain	F	WHITE	1
4S058	Police Captain	M	WHITE	3
4S320	Public Safety Officer	F	HISPA	1
4S320	Public Safety Officer	F	WHITE	5
4S320	Public Safety Officer	M	BLACK	1

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
4S320	Public Safety Officer	M	HISPA	2
4S320	Public Safety Officer	M	WHITE	8
4S345	Jailer	F	BLACK	2
4S345	Jailer	F	HISPA	2
4S345	Jailer	F	WHITE	3
4S345	Jailer	M	BLACK	4
4S345	Jailer	M	HISPA	3
4S345	Jailer	M	WHITE	13
4S596	Public Safety Officer Supv	F	HISPA	1
4S596	Public Safety Officer Supv	F	WHITE	1
4S866	Fire Rescue Specialist	F	WHITE	2
4S866	Fire Rescue Specialist	M	HISPA	1
4S866	Fire Rescue Specialist	M	WHITE	6
4S867	Fire Captain	F	WHITE	1
4S867	Fire Captain	M	BLACK	1
4S867	Fire Captain	M	WHITE	4
4S868	Fire Lieutenant	M	HISPA	1
4S868	Fire Lieutenant	M	WHITE	9

SUMMARY

<u>Gender</u>			
	Female	9%	63
	Male	91%	645
<u>Ethnic Group</u>			
	White	86%	610
	Black	6%	39
	Hispanic	7%	48
	Asian	1%	5
	American Ind/Native American	1%	6
<u>TOTAL</u>		100%	708



<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
5T152	Recreation Coordinator	M	BLACK	3
6C286	Municipal Court Clerk, Sr	M	HISPA	1
6C475	Day Labor Center Coordinator	M	HISPA	1
6C661	Quality Assurance Coordinator	M	HISPA	1
6C971	Library Srvcs Representative	M	HISPA	1
6F722	Field Service-Supervisor	M	HISPA	1
6F858	Day Labor Center Supervisor	M	HISPA	1
6T130	Public Safety Comm Splst	M	HISPA	1
6T478	Print/Bindery Operator	M	HISPA	1
5T443	Gymnastics Head Coach	M	HISPA	1
5T152	Recreation Coordinator	M	HISPA	1
5T374	Senior Services Van/Bus Driver	M	HISPA	1
6C720	Field Service Specialist	M	HISPA	2
6C351	Police Alarm Assistant	M	WHITE	1
6C475	Day Labor Center Coordinator	M	WHITE	1
6C564	Public Safety Comm Opers Crd	M	WHITE	1
6C582	Specification Analyst	M	WHITE	1
6C720	Field Service Specialist	M	WHITE	1
6C943	CUS Systems Specialist	M	WHITE	1
6F129	Public Safety Comm Supv	M	WHITE	1
5F415	Administrative Support Supv	M	WHITE	1
6C143	Property/Evidence Splst	M	WHITE	2
6C287	Municipal Court Clerk II	M	WHITE	2
6C664	Systems Support Coord, Senior	M	WHITE	2
6C971	Library Srvcs Representative	M	WHITE	5
5T152	Recreation Coordinator	M	WHITE	9
6T130	Public Safety Comm Splst	M	WHITE	17

SUMMARY

Gender

Female	84%	362
Male	16%	68

Ethnic Group

White	77%	333
Black	10%	43
Hispanic	10%	41
Asian	2%	9
American Ind/Native American	1%	4

TOTAL

100%	430
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Job_Code	Description	Sex	Ethnic Group	Count
7M064	Equipment Operator, Sr	F	WHITE	1
7M493	Trail Mtn Tech	M	WHITE	1
7M955	Asst Compost Opers Supervisor	M	WHITE	1
7T694	Apprentice Automotive Tech	M	WHITE	1
8M933	Park Sign Technician	M	WHITE	1
7M309	Electrical Tech	M	WHITE	2
7F066	Fleet Supervisor	M	WHITE	3
7M306	Playground Mtn Tech	M	WHITE	3
7M311	Chemical Application Tech	M	WHITE	3
7T695	Fire Emergency Vehicle Tech	M	WHITE	3
7T104	Automotive Tech	M	WHITE	4
7M307	Irrigation Tech	M	WHITE	5
7T215	Water Pump Station Opr	M	WHITE	5
7T105	Heavy Truck & Equip Tech	M	WHITE	10
7M064	Equipment Operator, Sr	M	WHITE	13
7M063	Equipment Operator	M	WHITE	16
7T079	Golf Course/Park Op Equip Mech	M	HISPA	1
7M307	Irrigation Tech	M	HISPA	2
7M311	Chemical Application Tech	M	HISPA	2
7T104	Automotive Tech	M	HISPA	3
7M063	Equipment Operator	M	HISPA	13
7M064	Equipment Operator, Sr	M	HISPA	14
7T104	Automotive Tech	M	BLACK	1
7M063	Equipment Operator	M	BLACK	3
7M064	Equipment Operator, Sr	M	BLACK	6
7T105	Heavy Truck & Equip Tech	M	ASIAN	1

SUMMARY

<u>Gender</u>			
	Female	1%	1
	Male	99%	117
<u>Ethnic Group</u>			
	White	61%	72
	Black	8%	10
	Hispanic	30%	35
	Asian	1%	1
	American Ind/Native American		
<u>TOTAL</u>		100%	118

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF LABOR AND INDUSTRY

<u>Job Code</u>	<u>Description</u>	<u>Sex</u>	<u>Ethnic Group</u>	<u>Count</u>
8F730	Food Outlet Supervisor	M	ASIAN	1
8M511	Facilities Services Rep, Sr	M	ASIAN	1
8M605	Banquet Supervisor	M	ASIAN	1
5T381	Banquet Server	M	ASIAN	1
5T906	Recreation Aide	F	BLACK	1
8F047	Facilities Services Supv	M	BLACK	1
8F435	Athletic Field Mtn Supv	M	BLACK	1
8M048	Custodian	M	BLACK	1
8M226	Plano Centre Attendant	M	BLACK	1
8M338	Crew Leader, Sr	M	BLACK	1
8M835	Animal Services Officer II	M	BLACK	1
8F343	Street/Drainage Supv	M	BLACK	2
8F597	Env. Waste Serv. Supervisor	M	BLACK	2
8M157	Refuse Collector	M	BLACK	2
8M156	Route Driver, Sr	M	BLACK	3
8M332	Crew Leader	M	BLACK	6
8M101	Labor/Mtn Worker	M	BLACK	14
8M155	Route Driver	M	BLACK	20
8M106	Meter Reader	F	HISPA	1
8M226	Plano Centre Attendant	F	HISPA	1
8M835	Animal Services Officer II	F	HISPA	1
8M226	Plano Centre Attendant	M	HISPA	1
8M473	Banquet Chef	M	HISPA	1
8M511	Facilities Services Rep, Sr	M	HISPA	1
8M588	Executive Chef	M	HISPA	1
8M650	Van Driver	M	HISPA	1
8M835	Animal Services Officer II	M	HISPA	1
5T472	Food Services Coord	M	HISPA	1
5T381	Banquet Server	F	HISPA	2
7M908	Irrigation Installer	M	HISPA	2
8M383	Facilities Services Rep	M	HISPA	2
8M915	Fire Hydrant Technician	M	HISPA	2
8F437	Park District Assistant Supv	M	HISPA	4
8M338	Crew Leader, Sr	M	HISPA	7
8M155	Route Driver	M	HISPA	8
8M332	Crew Leader	M	HISPA	10
8M101	Labor/Mtn Worker	M	HISPA	29
8M157	Refuse Collector	F	WHITE	1
8M338	Crew Leader, Sr	F	WHITE	1
5T381	Banquet Server	F	WHITE	1
7M843	Park Plumbing Technician	M	WHITE	1

Departmental Utilization Analysis

This analysis compares the current representation of minorities and females in our workforce to availability estimates to determine where we need to make greater efforts to reach parity and diversify the workforce.

U = Indicates that there is an underutilization of females and/or minorities. In such cases, there is a need for expanded recruitment in that respective area. Because the above data is presented in a manner which separates the department into divisions, one can readily identify if the underutilization is in a particular area or if it is department-wide.

C = Indicates that there is a concentration of females and/or minorities. In such cases, a review shall be done to ensure that the concentration is not clustered in entry-level positions.

-- = Falls within utilization range.

Departmental Utilization Analysis Range

SEPTEMBER 30, 2009

CIVILIAN LABOR FORCE

Total
275,190

Total Females
44%

Total Ethnic/Racial Minorities
22%

Within Range Total Employees		Underutilization Total Females						Concentration Total Ethnic Minorities				
2032 100%		651 32% 35%=U 53%=C						489 24% 18%= U26%=C				
Department Division	CC #	Total	Female		Utilization			Minority		Utilization		
			#	%	U	C	--	#	%	U	C	--
City Manager's Office												
City Manager	1112	4	3	75			--	2	50			--
ACM-Public Services												
Pub Services & Oper	1611	1	0	00			--	0	00			--
ACM Administration												
Administration	1121	2	1	50			--	0	00			--
ACM-Com-Bus Tech												
Com-Bus Tech	1511	2	1	50			--	0	00			--
City Attorney's Office												
Legal Administration	1113	11	8	73		C		2	18			--
Municipal Court Judge												
Juvenile Case Manager	86276	1	1	100			--	0	00			--
Municipal Court Judge	1114	5	2	40			--	1	20			--
City Secretary's Office												
City Secretary	1115	3	3	100		C		0	00			--
Public Information												
Public Info	1116	6	6	100		C		2	33			--
Publishing	1195	3	1	33			--	1	33			--
Records Management	1321	5	5	100		C		3	60		C	
Gov Access/CATV	18181	7	3	43			--	1	14			--
Website Design	18281	2	2	100			--	1	50			--
Print Shop	63322	3	1	33			--	2	67			--
Mail Service	63323	2	2	100			--	0	00			--

Departmental Utilization Analysis Range

Department Division	CC #	Total	Female Utilization					Minority Utilization				
			#	%	U	C	--	#	%	U	C	--
Finance												
Finance Admin	1211	2	2	100			--	1	50			--
Accounting	1212	17	15	88		C		3	18			
Municipal Ct. Admin	1214	33	30	91		C		9	27			--
Treasury	1217	2	2	100			--	1	50			--
Finance Sys Admin	1219	2	0	00			--	1	50			--
Purchasing	1361	10	7	70			C	3	30			-
Warehouse Operator	64364	7	0	0	U			0	00	U		
Risk Management	65117	5	2	40			--	2	40			--
Budget & Research												
Budget & Research	1213	6	4	67			--	1	17			--
Internal Audit												
Internal Audit	1216	2	1	50			--	0	00			--
Human Resources												
HR Admin	1381	12	12	100		C		3	25			--
Professional Develop	1384	4	3	75			--	1	25			--
Police												
Police-Civil Service	1532	341	40	12	U			64	19			--
Police-Civilian	1532	147	87	59		C		32	22			--
Tri-City Academy	1536	1	1	100			--	0	00			--
Municipal Court Security	55232	1	0	00			--	1	100			--
Traffic Safety Fund	87282	1	0	00			--	0	00			--
Information Services												
Telecommunication	66397	4	3	75			--	00	00	U		
Technology Services	66395	37	15	41			--	9	24			--
Public Safety Sys Supp	66396	9	1	11	U			4	45		C	
Fire												
Fire-Civil Service	1552	320	8	2	U			22	7	U		
Fire Civilian	1555	11	9	83		C		00	00	U		
Homeland Security												
Homeland Security	1556	5	2	40			--	0	00	U		

Departmental Utilization Analysis Range

Department Division	CC	Total	Female Utilization					Minority Utilization				
			#	%	U	C	--	#	%	U	C	--
Environmental Health												
Environmental Health	1582	16	10	62		C		6	37		C	
Animal Services	1583	23	18	78		C		3	13	U		
Public Safety Communications												
PSC	1534	82	53	65		C		13	16	U		
Parks & Recreation												
VIP Program	1385	1	1	100			--	0	00			--
P & R Admin	1631	2	2	100			--	0	00			--
Creative Arts	1632	5	2	40			--	2	40			--
Market/Spec Event	1633	2	2	100			--	0	00			--
Park Field Services	1634	8	0	00	U			3	38			--
Park Planning	1635	8	3	38			--	1	12			--
Athletics	1636	5	0	00	U			2	40			--
Athletics Field Maint	1637	12	0	00	U			8	67		C	
PARD Tech Services	1638	4	3	75			--	2	50			--
Park Service Admin	1641	4	3	75			--	0	00			--
Parks Support	1643	20	0	00	U			5	25			--
Ground Maint #1	1644	17	0	00	U			11	65		C	
Sports Turf Maint	1647	19	0	00	U			7	39		C	
Ground Maint #2	1648	15	0	00	U			8	53		C	
Natural Resources	1649	6	3	50			--	3	50		C	
Recreation Admin	1651	4	3	75			--	0	00			--
Special Programs	1653	2	2	100			--	0	00			--
Aquatics	1654	2	1	50			--	0	00			--
Tennis Center	1655	2	0	00			--	0	00			--
Senior Services	1656	6	4	67			--	2	33			--
Grounds Maint #3	1658	13	0	00	U			4	31			--
Douglas Rec-Center	1661	4	2	50			--	4	100		C	
Aquatics/Rec-Center	1664	8	6	75		C		3	38			--
Liberty Rec Center	1665	5	2	40			--	1	20			--
Muehlenbeck Center	1667	8	3	38			--	1	12			--
Oak Pt Nat-Preserve	1668	3	1	33			--	0	00			--
Conv./Visitors Bureau	46125	6	5	83		C		1	17			-
School Centers	1662	1	0	00			--	0	00			--

Departmental Utilization Analysis Range

Department	CC	Total	Female Utilization					Minority Utilization				
			#	%	U	C	--	#	%	U	C	--
Civic Center	46128	28	11	39			--	17	61		C	
Golf Course Maint	48673	6	0	00	U			2	33			-
Oak Pt Center	51813	2	2	100			--	0	00			--
Muehlenbeck Ctr.	51815	2	2	100			--	0	00			--
Fall Aquatics	51821	2	1	50			--	0	00			--
Aerobats	51865	3	2	67			--	1	33			--
Property Standards												
Property Standards	1619	17	8	47			--	7	41		C	
Rental Inspections	1623	1	0	00			--	0	00			--
Planning												
Planning Services	1622	35	22	63			C	12	34		C	
Utility Planning	41724	3	1	33			--	1	33			--
Engineering												
Neighborhood Maint	1719	1	0	00			--	0	00			--
Engineering	1721	31	8	26	U			7	23			--
Facilities	1352	22	2	9	U			6	27			--
Building Services	ev	6	0	00	U			6	100		C	
Utility Engineering	41723	2	0	00			--	1	50			--
Building Inspections												
Building Inspections	1624	38	16	42			--	12	32		C	
Library												
Library Admin	1681	8	5	62		C		1	12			--
Technical Services	1682	11	1	91		C		1	9	U		
Harrington	1683	19	19	100		C		5	26			--
Schimelpfenig	1684	21	17	81		C		2	10	U		
Haggard	1685	20	17	85		C		3	15			--
Municipal Reference	1686	4	1	25			--	0	00			--
Davis	1687	22	17	77		C		1	5	U		
Parr	1688	19	19	100		C		1	5	U		
Public Works												
Public Works Admin	1711	6	2	33			--	1	17			--
Streets	1742	36	1	3	U			24	67		C	

Departmental Utilization Analysis Range

Department	CC	Total	Female Utilization					Minority Utilization				
			#	%	U	C	--	#	%	U	C	--
Division												
Signals	1743	13	0	00	U			3	23			--
Signs and Markings	1744	11	0	00	U			6	55		C	
Utility Maint Admin	41761	10	3	30			--	1	10	U		
Utility District-3 W	41762	17	0	00	U			8	47		C	
Utility District-2 E	41763	18	0	00	U			2	11	U		
Pumping Facility	41764	13	1	8	U			1	8	U		
Meter Services	41765	13	0	00	U			6	46		C	
Utility District-1 N	41766	18	0	00	U			8	44		C	
Backflow Operation	41769	4	0	00	U			1	25			--
Utility Cut Service	41767	11	0	00	U			8	73		C	
Municipal Drainage	47471	17	0	00	U			6	35		C	
Muni Drainage Adm	47472	3	1	33			--	1	33			--
Storm Water	47473	3	0	00			--	1	33			--
Equip Serv Opr	61342	35	2	6	U			9	26			--
Sustainability & Environmental Services												
Enviro Ed Comm	45712	9	9	100		C		2	22	U		
Compost Operations	45714	15	2	13	U			0	0	U		
Solid Waste Collect	45748	44	0	00	U			33	75		C	
Solid Waste Admin	45749	7	6	86		C		2	29			-
Special Waste	45751	10	2	20	U			3	30			-
Commercial Recycling	45752	7	4	57			-	4	57		C	
Customer & Utility Services												
Cust Utility Admin	41421	20	18	90		C		4	20			--
Cust Utility Field	41422	21	7	33			--	7	33		C	
Economic Development Board												
Eco Development	76226	5	4	80		C		0	00	U		

Availability/Utilization Analysis

The availability/utilization analysis is used to determine whether the City of Plano is adequately utilizing minorities and females in specific job groups. Availability is defined as the percentage of available ethnic/racial minorities and females with the skills required to perform in a specific job group. Availability percentages are developed for each EEO job group.

In some cases, an EEO Job Code may reflect an unreliable concentration and/or underutilization rating. This happens in the smaller Departments/Divisions.

The EEO Job Groups are:

- Officials and Administrators
- Professional
- Technical
- Para-Professional*
- Protective Service
- Office/Clerical
- Skilled Craft
- Service/Maintenance

Availability/Utilization Analysis

OFFICIALS AND ADMINISTRATORS - 1
As of SEPTEMBER 30, 2009

TOTAL	MALE (Data provided in %)					FEMALE (Data provided in %)					Total Ethnic Minority				
	W	Ethnic Minority	B	H	A	A/N	O	W	Ethnic Minority	B		H	A	A/N	O
CLF	57.00	10.00	2.00	3.00	4.00	0.00	1.00	28.00	5.00	2.00	2.00	1.00	0.00	0.00	15.00
COP Workforce 08-09	46.00	8.00	0.00	8.00	0.00	0.00	0.00	38.00	8.00	8.00	0.00	0.00	0.00	0.00	16.00
COP Workforce 07-08	52.00	7.00	0.00	7.00	0.00	0.00	0.00	33.00	7.00	7.00	0.00	0.00	0.00	0.00	15.00
COP Workforce 06-07	54.00	8.00	0.00	8.00	0.00	0.00	0.00	31.00	8.00	8.00	0.00	0.00	0.00	0.00	16.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 33.00%
 <26.00% = Underutilization > 40.00% = Concentration
 COP FEMALE WORKFORCE = 46.00%*
 COP utilization % reflects concentration

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 15.00%
 <12.00% = Underutilization > 18.00% = Concentration
 COP MINORITY WORKFORCE = 16.00%
 COP utilization % falls within utilization range

Availability/Utilization Analysis

PROFESSIONAL - 2
As of SEPTEMBER 30, 2009

	TOTAL	MALE (Data provided in %)					FEMALE (Data provided in %)					Total Ethnic Minority				
		W	Ethnic Minority	B	H	A	A/JN	O	W	Ethnic Minority	B		H	A	A/JN	O
CLF	79,670	43.00	12.00	2.00	2.00	7.00	0.00	1.00	35.00	11.00	3.00	2.00	5.00	0.00	1.00	23.00
COP Workforce 08-09	245	41.00	10.00	4.00	2.00	4.00	0.00	0.00	39.00	9.00	3.00	2.00	3.00	1.00	0.00	19.00
COP Workforce 07-08	252	44.00	8.00	2.00	2.00	4.00	0.00	0.00	40.00	8.00	2.00	2.00	3.00	1.00	0.00	16.00
COP Workforce 06-07	250	43.00	7.00	2.00	1.00	4.00	0.00	0.00	41.00	8.00	2.00	1.00	4.00	1.00	0.00	15.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 46.00%
 <37.00% = Underutilization > 55.00% = Concentration
 COP FEMALE WORKFORCE = 48.00%
 COP utilization % falls within utilization range

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 23.00%
 <18.00% = Underutilization > 28.00% = Concentration
 COP MINORITY WORKFORCE = 19.00%

Availability/Utilization Analysis

TECHNICIANS - 3

As of SEPTEMBER 30, 2009

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)								
		W	Ethnic Minority	B	H	A	A/MIN	W	Ethnic Minority	B	H	A	A/MIN	Total Ethnic Minority		
CLF	4,765	38.00	11.00	2.00	5.00	3.00	0.00	1.00	39.00	11.00	3.00	4.00	3.00	0.00	1.00	22.00
COP Workforce 08-09	218	53.00	17.00	8.00	6.00	1.00	2.00	0.00	21.00	10.00	5.00	4.00	1.00	0.00	0.00	27.00
COP Workforce 07-08	232	55.00	16.00	8.00	5.00	1.00	2.00	0.00	19.00	8.00	4.00	3.00	1.00	0.00	0.00	25.00
COP Workforce 06-07	222	55.00	15.00	6.00	6.00	1.00	2.00	0.00	20.00	9.00	4.00	4.00	1.00	0.00	0.00	24.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 50.00%
 <40.00% = Underutilization > 60.00% = Concentration
 COP FEMALE WORKFORCE = 30.00%
 COP underutilization in this category

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 22.00%
 <18.00% = Underutilization > 26.00% = Concentration
 COP MINORITY WORKFORCE = 27.00%
 COP reflects concentration in this category

Availability/Utilization Analysis

PROTECTIVE SERVICE - 4
As of SEPTEMBER 30, 2009

	MALE (Data provided in %)					FEMALE (Data provided in %)					Total Ethnic Minority				
	W	Ethnic Minority	B	H	A	MIN	C	W	Ethnic Minority	B		H	A	MIN	O
CLF	68.00	20.00	7.00	8.00	1.00	2.00	2.00	10.00	4.00	1.00	1.00	0.00	1.00	1.00	24.00
COP Workforce 08-09	79.00	13.00	5.00	6.00	1.00	1.00	7.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	14.00
COP Workforce 07-08	79.00	13.00	5.00	6.00	1.00	1.00	8.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	14.00
COP Workforce 06-07	79.00	12.00	4.00	6.00	1.00	1.00	8.00	2.00	1.00	1.00	1.00	0.00	0.00	0.00	14.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 14.00%
 <11.00% = Underutilization > 17.00% = Concentration
 COP FEMALE WORKFORCE = 8.00%
 COP reflects underutilization in this category

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 24.00%
 <19% = Underutilization > 29.00% = Concentration
 COP MINORITY WORKFORCE = 14.00%
 COP reflects underutilization in this category.

Availability/Utilization Analysis

CATEGORY DELETED
PARA - PROFESSIONALS - 5
As of SEPTEMBER 30, 2009

Job Category deleted due to elimination during Census 2000

UTILIZATION STATISTICS

Due to the elimination of the Para-Professional job category during Census 2000, positions previously in this category were redistributed.

Availability/Utilization Analysis

OFFICE/CLERICAL - 6

As of SEPTEMBER 30, 2009

	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Ethnic Minority		
	W	Ethnic Minority	B	H	A	A/IN	O	W	Ethnic Minority	B	H	A		A/IN	O
CLF	68,925	32.00	6.00	2.00	3.00	1.00	0.00	50.00	12.00	3.00	5.00	3.00	0.00	1.00	18.00
COP Workforce 08-09	430	10.00	5.00	2.00	3.00	0.00	0.00	67.00	16.00	8.00	5.00	2.00	1.00	0.00	23.00
COP Workforce 07-08	451	10.00	4.00	1.00	3.00	0.00	0.00	66.00	19.00	9.00	7.00	2.00	1.00	0.00	24.00
COP Workforce 06-07	389	6.00	4.00	1.00	3.00	0.00	0.00	71.00	19.00	9.00	7.00	2.00	1.00	0.0	23.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 62.00%
 <50.00% = Underutilization > 74.00% = Concentration
 COP FEMALE WORKFORCE = 83.00%
 COP reflects concentration in this category

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 18.00%
 <14.00% = Underutilization > 22.00% = Concentration
 COP MINORITY WORKFORCE = 23.00%
 COP reflects concentration in this category

Availability/Utilization Analysis

SKILLED CRAFT - 7

As of SEPTEMBER 30, 2009

	TOTAL				MALE (Data provided in %)				FEMALE (Data provided in %)				Total Ethnic Minority	
	W	Ethnic Minority	B	H	A	ASN	O	W	Ethnic Minority	B	H	A		O
CLF	66.00	25.00	3.00	19.00	1.00	1.00	1.00	6.00	3.00	1.00	1.00	1.00	0.00	28.00
COP Workforce 08-09	60.00	39.00	8.00	30.00	1.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	39.00
COP Workforce 07-08	59.00	40.00	9.00	30.00	1.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	40.00
COP Workforce 06-07	60.00	40.00	10.00	29.00	1.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	40.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 9.00%
 <7.00% = Underutilization >11.00% = Concentration
 COP FEMALE WORKFORCE = 1.00%
 COP reflects underutilization in this category

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 28.00%
 <22.00% = Underutilization >34.00 % = Concentration
 COP MINORITY WORKFORCE = 39.00%
 COP reflects concentration in this category

Availability/Utilization Analysis

SERVICE MAINTENANCE - 8
As of SEPTEMBER 30, 2009

	TOTAL	MALE (Data provided in %)						FEMALE (Data provided in %)						Total Ethnic Minority		
		W	Ethnic Minority	B	H	A	MIN	G	W	Ethnic Minority	B	H	A		O	
CLF	36,610	31.00	26.00	4.00	19.00	2.00	0.00	1.00	28.00	15.00	3.00	9.00	3.00	0.00	0.00	41.00
COP Workforce 08-09	286	46.00	45.00	19.00	25.00	1.00	0.00	0.00	6.00	4.00	2.00	2.00	0.00	0.00	0.00	49.00
COP Workforce 07-08	272	46.00	45.00	18.00	25.00	2.00	0.00	0.00	7.00	3.00	1.00	2.00	0.00	0.00	0.00	48.00
COP Workforce 06-07	263	50.00	45.00	18.00	26.00	1.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00

UTILIZATION STATISTICS

FEMALE UTILIZATION ANALYSIS:

CLF = 43.00%
 <34.00% = Underutilization >52.00% = Concentration
 COP FEMALE WORKFORCE = 10.00%
 COP reflects underutilization in this category

MINORITY/ETHNIC UTILIZATION ANALYSIS:

CLF = 41.00%
 <33.00% = Underutilization >49.00% = Concentration
 COP MINORITY WORKFORCE = 49.00%
 COP utilization % falls within utilization range

New Hire Report by EEO Job Category

AAP 08-09 hiring for females and ethnic minority distribution by EEO Job category is as follows.

NEW HIRES BY EEO JOB CATEGORY

JOB CATEGORY	MALE (78/67%)							FEMALE (38/33%)						
	W	B	H [^]	A	A/IN	W	B	H	A	A/IN	Total			
AD/EXECUTIVE	0	0	0	0	0	0	0	0	0	0	0			
PROFESSIONAL	3	3	1	0	0	3	0	1	0	0	11			
TECHNICIAN	3	1	0	0	0	2	0	1	0	0	7			
PROTECTIVE SERVICE	7	1	1	0	0	2	1	0	0	0	12			
OFFICE CLERICAL	4	2	0	1	0	20	3	3	1	0	34			
SKILLED CRAFT	3	1	0	0	0	0	0	0	0	0	4			
SERVICE	24	11	11	0	0	1	0	0	0	0	47			
MAINTENANCE	44	19	14	1	0	28	4	5	1	0	116			
TOTAL # (2008-09)	96	16	20	3	0	50	7	13	2	0	208			

There were a total of 116 full time new hires during AAP 08-09. Of this number, 44 or 38% were ethnic minority and 38 or 33% were female. This reflects a five percent (9%) increase hiring of ethnic minorities in AAP 08-9 when compared to AAP 07-08 and a one percent (1%) decrease in female new hires over AAP 07-08.

[^]Total includes "other" classification.

Separation Report by EEO Job Category

AAP 08-09 Separation of employment for females and ethnic minority distribution by EEO Job category is as follows:

SEPARATIONS BY EEO JOB CATEGORY

JOB CATEGORY	MALE (102/61%)							FEMALE (66/39%)						
	W	B	H	A	A/I	W	B	H	A	A/I	Total			
AD/EXECUTIVE	2	0	0	0	0	1	0	0	0	0	3			
PROFESSIONAL	15	0	0	0	0	7	0	0	0	0	22			
TECHNICIAN	17	1	2	2	0	2	0	0	1	0	23			
PROTECTIVE SERVICE	15	1	0	0	0	4	1	0	0	0	23			
OFFICE CLERICAL^	3	0	1	1	0	32	5	7	2	0	51			
SKILLED CRAFT	3	2	4	0	0	0	0	0	0	0	9			
SERVICE	9	4	7	1	0	1	1	0	0	0	33			
MAINTENANCE	76	8	14	4	0	49	7	7	3	0	168			
TOTAL # (2008-09)	101	11	15	0	0	57	5	7	5	0	202			

There were a total of 168 separations for AAP 08-09. Of this number, 43 or 26% were ethnic minority and 66 or 39 % were female. This reflects a three (4%) percent increase in ethnic minorities separating employment with the City in AAP 08-09 when compared to AAP 07-08 and a two percent (2%) decrease in separation of females over AAP 07-08.

Promotion Report by EEO Job Category

AAP 08-09 Promotions for females and ethnic minority distribution by EEO Job category is as follows.

PROMOTIONS BY EEO CATEGORY

JOB CATEGORY	MALE ((69/65%)						FEMALE (37/35%)					
	W	B	H	A	A/I	Total	W	B	H	A	A/I	Total
AD/EXECUTIVE	1	0	0	0	0	4	0	0	0	0	0	5
PROFESSIONAL	6	1	0	1	0	6	2	1	1	1	1	19
TECHNICIAN	6	0	0	1	0	1	0	0	0	0	0	8
PROTECTIVE SERVICE	23	1	0	0	0	0	0	0	0	0	0	24
OFFICE CLERICAL	3	0	2	0	0	9	4	1	0	0	0	19
SKILLED CRAFT SERVICE	5	1	5	0	0	0	0	0	0	0	0	11
MAINTENANCE	5	2	5	0	0	6	0	0	0	0	0	18
TOTAL # (2008-09)	50	5	12	2	0	27	6	2	1	1	1	106
TOTAL # (2007-08)	99	12	25	0	0	45	2	7	1	0	0	191

There were a total of 106 full-time employees promoted for AAP 08-09. Of this number, 29 or 27% were racial/ethnic minority and 37 or 35% were female. This reflects a two percent (2%) increase in promoting ethnic minorities in AAP 08-09 when compared to AAP 07-08 and a six percent (6%) increase in promoting females over AAP 07-08.

Recruitment Strategies

Goal 1: Equal Opportunity and Affirmative Action in Recruitment, Selection, Appointment, and Promotion.

1. Monitor employment practices to ensure compliance of equal employment practices in accordance with the organizational perspective.
2. Maintain and continually monitor a list of diverse recruiting sources to include organizations, schools and media sources.
3. Review application recruitment process, job posting and procedures on an ongoing basis to decrease the probability of biases or problems in our processes.
4. Monitor the employee orientation process on an ongoing basis to ensure that all City employees are familiar with the City's commitment to Equal Employment and non-discrimination.
5. Work in partnership with Compensation/Benefits to ensure the review and update of essential job functions, qualifications, and duties of the City's job descriptions in order to maintain accurate and current information.
6. Continue to post a statement of non-discrimination in all job announcements and recruitment advertising.
7. Maintain search strategies for qualified minorities and women.
8. Use a variety of community resources for recruitment of qualified minority and female candidates.
9. Continue to expand the use of technology, including using appropriate websites.
10. Continue to use colleges and universities with high minority and female enrollment as recruitment sources.
11. Monitor recruitment and elimination of practices that would appear to compromise/question open affirmative recruitment practices.
12. Display posters throughout City departments announcing the City's commitment to Equal Employment Opportunity.
13. Ongoing review of City's job application forms and other pre-employment documents are in compliance with state federal and local laws and regulations.

Goal 2: Promote Understanding and Accountability among City Employees.

1. Ensure that all managers/supervisors and general employees take an awareness training program on Affirmative Action/Equal Employment and non-discrimination. Such training is required once every three years and focuses on removing attitude barriers for employment of individuals of protected classes (including but not limited to ethnic minorities and females) as well as encouraging and welcoming diversity into the workplace.
2. Provide department directors with an annual report of all areas within their authority which has underutilization and work on strategies for addressing such underutilization.
3. Ensure that the City's intranet site contains the City's policy statement of non-discrimination.
4. Encourage all employees to report and/or address any acts of discrimination in a timely manner.
5. Investigate complaints of discrimination, issue findings, and make recommendations for corrective action based on the investigative findings.
6. Continue offering professional development opportunities, to improve employees' chances for promotion.

Summary of 2008-09 Activities
Applications/Candidate Testing

CATEGORY	RACE AND GENDER												
	WM	BM	HM	AM	A/I-	OTHER	WF	BF	HF	AF	A/I-F	OTHER	TOTAL
Applications Civil Service not included													
07-08#	3394	1036	848	289	28	254	4078	157 5	852	572	61	3393	16380
08-09#	4233	1404	126 2	322	58	258	4165	140 4	816	488	64	1181	15615
08-09%	27	9	8	2	0	2	27	9	5	3	0	8	100
07-08%	21	6	5	2	0	2	25	10	5	3	0	21	100%
	6%	3%	3%	0%	0%	0%	2%	-1%	0%	0%	0%	0%	--
Civil Service Testing													
Fire Exam Candidates													
Fire 07-08#	123	3	12	0	1	5	4	0	2	0	0	1	151
08-09#	57	2	7	1	0	3	1	0	0	0	0	0	71
08-09%	80%	3%	10	1	0%	4%	2%	0%	0%	0%	0%	0%	
07-08%	81%	2%	8%	0%	1%	3%	3%	0%	1%	0%	0%	1%	100%
+/- Change	-1%	1%	2%	1%	-1%	1%	-1%	0%	-1%	0%	0%	0%	
Police Exam Candidates													
07-08#	142	41	23	8	0	10	12	3	6	0	0	0	245
08-09#	181	52	28	16	0	7	13	11	2	1	0	0	313
08-09%	58%	17%	9%	5%	0%	2%	4%	4%	1%	0	0	0	
07-08%	58%	17%	9%	3%	0%	4%	5%	1%	2%	0%	0%	0%	99%
+/-Change	0	0	0	2%	0	-2%	-1%	3%	-1%	0%	0%	0%	

**Recruitment Activities
Plan year 2008-09**

The City of Plano does not discriminate on the basis of race, color, creed, religion, sex, national origin, age, or handicap status and is committed to hiring the best-qualified applicants. The City continues to be actively involved in community and civic groups and views these as opportunities and a recruitment tool for attracting applicants representing all sectors of protected classes.

During the 2008-09 AAP year, the City of Plano staff attended job/career fairs sponsored by colleges, universities, military bases and private companies throughout the state of Texas and the surrounding states. Advertisements were placed in professional publications and job announcements were sent to various sources publicizing open positions within the City. Detailed information relative to both the Police and Fire Departments are posted on the City, Police, and Fire Department's websites.

For the 2009-10 AAP year the City will continue to search for creative methods to reach the city's goal of reflecting the diversity of the community it serves

The Fire Department fire department participated in eight (8) recruitment activities. Data provided indicated that contact was made with eighty nine (89), of this number fifty one (51) or 58% were ethnic minorities. The department has reevaluated qualifications for the entry level firefighters positions and in fact has recently modified its' qualifications in an effort to increase representation of females and ethnic minority candidates for entry that position. The first test with the revised qualifications was administered in October of 2009.

During AAP 2008-09 the Police Department continues to actively recruit in traditional venues such as job fairs and various locations where there may be participation from a diverse population. Additionally, the department works within the community to enhance a partnership with Plano Independent School District and civic and social organizations such as L.U.L.A.C., NAACP, C.I.T.Y House and Crossroads Family Services. Distribution of brochures which inform prospective candidates of opportunities available within the department continues to be used as a recruitment as well as an informational tool.

The City administered three entry level Civil Service examinations two (2) police and one (1) fire.

Diversity and Harassment Training

The City requires ongoing training of current employees in the areas of the following three classes:

- Preventing Workplace Harassment
- Diversity in Public Service
- Ethics in the Public Service

On a regular basis, we offer several classes that touch on issues of diversity in the workplace. Preventing Workplace Harassment is a class that focuses very specifically on the legally defined protected classes and expected conduct of employees. On an annual basis, all new employees are required to complete a session of the class. In addition, all employees must complete an online class every three years. We offer an instructor led class approximately twelve (12) times per year and an online version is available throughout the year. Diversity in Public Service also addresses issues of workplace diversity, with a focus on working effectively with people who are different. All employees are expected to attend a diversity session every three years. To that end, we offer this class on a regular basis every year. Finally, we offer Ethics in Public Service, which touches on the differences in values and morals that we encounter in the workplace and in our constituency. It places an emphasis on understanding these differences which are often a result of our different cultures.

Preventing Workplace Harassment	
Course Description:	This 2-hour workshop will focus on: <ul style="list-style-type: none"> ➤ Defining workplace harassment ➤ Raising awareness of discriminatory and harassing behavior ➤ Preventing illegal behavior before it occurs ➤ Discussing the personal responsibilities of City employees as they relate to harassment in the workplace
Course Frequency:	Monthly
Course Length:	Two hours
Course Audience:	Mandatory for all employees on a three-year rotation.
Course Objectives:	The City of Plano is committed to a workplace that is free of harassment and discrimination.
Diversity	
Course Description:	This workshop will focus on: <ul style="list-style-type: none"> ➤ The way diversity affects working relationships ➤ How we can become aware of our own way of thinking ➤ How we can change what we think and how we think ➤ How to change our responses in crucial situations ➤ Our ability to value each other as individuals
Course Frequency:	Monthly
Course Length:	Four hours
Course Audience:	Mandatory for all employees on a three-year rotation.
Course Objectives:	The City of Plano is committed to the issue of valuing diversity. The key to our success as an organization and your success as an employee depends on all of us being able to effectively work and interact with all people.

Ethics in Public Service	
Course Description	This workshop covers: <ul style="list-style-type: none"> ➤ Fundamental Question: Can ethics be taught? ➤ Ethical decision making ➤ Ethical check questions ➤ What are my choices? "Think then A.C.T." ➤ The Six Pillars of Character
Course Frequency:	Monthly
Course Length:	Four hours
Course Audience:	Mandatory for all employees on a three-year rotation.
Course Objectives:	The City of Plano is committed to a workplace that fosters integrity and ethical decision making. Acting in an ethical and responsive manner is a core value of the organization.

In addition, we require the entire Management Team to attend the Employment Life Cycle class every three years. This class covers the legal aspects of harassment and discrimination in the workplace. That class is offered in a seminar format every three years.

Finally, in addition to training provided by the Professional Development Center, both the Fire and Police departments have mandatory harassment and diversity training which is required of all sworn personnel.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	06/14/2010
Department:	Police
Department Head	Gregory W. Rushin
Agenda Coordinator (include phone #): Pam Haines, ext 2538	

CAPTION

A Public Hearing and consideration of a Resolution to approve the terms and conditions of an interlocal cooperation agreement between the City of Plano, Texas, the City of Frisco, Texas, the City of McKinney, Texas and the County of Collin, Texas for the disbursement of the 2010 Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10, 2010-11, 2011-12, 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	50,139	0	50,139
BALANCE	0	50,139	0	50,139

FUND(S): POLICE GRANT FUNDS

COMMENTS: This grant contract, if approved, provides funding in the amount of \$115,577 and approves an interlocal cooperation agreement between the City of Plano, the City of Frisco, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2010 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of Frisco \$7,348; the City of McKinney \$19,951; and the Collin County Sheriff's Office, \$38,139; leaving the City of Plano Police Department, \$50,139 of the awarded funds. The effective grant period will be for four years from the grant's effective date.

STRATEGIC PLAN GOAL: Acceptance and administration of Federal Grant Funds relates to the City's Goal of "Financially Strong City with Service Excellence" and "Safe Large City".

SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representative on March 30, 2004, has offered the City of Plano, the City of Frisco, the City of McKinney and Collin County Sheriff's Office a grant totaling \$115,577 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of Frisco \$7,348, the City of McKinney \$19,951, and the Collin County



CITY OF PLANO COUNCIL AGENDA ITEM

Sheriff's Office \$38,139 from the total amount awarded, leaving the City of Plano Police Department \$50,139 of the awarded funds. The effective grant period will be for four years form the grant's effective date

List of Supporting Documents:
Memo, Resolution, Exhibits A & B

Other Departments, Boards, Commissions or Agencies



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

MEMORANDUM

DATE: June 1, 2010

TO: Bruce D. Glasscock, Deputy City Manager

FROM:  Gregory W. Rushin, Chief of Police

SUBJECT: 2010 Byrne Justice Assistance Grant

On June 14, 2010 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2010 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, Frisco Police Department, McKinney Police Department and Collin County Sheriff's Office with \$115,577.00 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$50,139 will be used to purchase security cameras for the perimeter of the Police Department. The public hearing scheduled for the June 14, 2010 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be Frisco Police Department \$7,348, McKinney Police Department \$19,951, Plano Police Department \$50,139 and Collin County Sheriff's Office \$38,139.

This is the sixth grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement between the City of Plano, Texas, the City of Frisco, Texas, the City of McKinney, Texas, and the County of Collin, Texas for the disbursement of the 2010 Byrne Justice Assistance Grant Funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City of Plano, the City of Frisco, the City of McKinney, and Collin County have previously agreed that Plano Police Department would serve as Fiscal Agent for the JAG Grant (see attached "Exhibit A"): and

WHEREAS, the funds are ready to be disbursed pursuant to the attached Interlocal Agreement, which is the subject of this resolution. (see attached "Exhibit B"): and

WHEREAS, the City Council of the City of Plano held a public hearing and provided an opportunity for citizens and neighborhood or community-based organizations to comment on the terms and conditions of the proposed interlocal agreement; and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City of Plano, the City of Frisco, the City of McKinney, and Collin County believe it to be in their best interests to reallocate the JAG funds.

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT “A”

GMS APPLICATION NO. 2010-H5583-TX-DJ

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLIN COUNTY SHERIFF’S OFFICE, THE
CITY OF MCKINNEY, THE CITY OF FRISCO AND THE CITY OF
PLANO, TEXAS REGARDING THE 2010 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff’s Office, the City of McKinney, the City of Frisco and the City of Plano, Texas regarding the application process of the 2010 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2010 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

Frisco Police Department	\$7,348.00
McKinney Police Department	\$19,951.00
Plano Police Department	\$50,139.00
Collin County Sheriff’s Office	\$38,139.00
Total funds from the JAG	\$115,577.00

The Collin County Sheriff’s Office, the City of McKinney, the City of Frisco and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2010 Justice Assistance Grant (JAG) Program Award.

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Sheriff

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
City Manager

By: _____
Gregory W. Rushin
Chief of Police

APPROVED AS TO FORM

Diane C. Wetherbee
City Attorney

CITY OF MCKINNEY, TEXAS

By: _____
Frank Ragan
City Manager

By: _____
Doug Kowalski
Chief of Police

CITY OF FRISCO, TEXAS

By: _____
George Purfoy
City Manager

By: _____
Todd Renshaw
Chief of Police

EXHIBIT "B"

GMS APPLICATION NUMBER 2010-H5593-TX-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO TEXAS , CITY OF FRISCO, CITY OF MCKINNEY, AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN TEXAS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA AWARD

This Agreement is made and entered into this ____ day of _____, 2010, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of Frisco, acting by and through its governing body, the City Council, hereinafter referred to as City of Frisco; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, the JAG Award funds are ready to be disbursed; and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: and

WHEREAS, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

NOW THEREFORE, the Parties agree as follows:

1. City of Plano agrees to pay CCSO a total of **\$38,139.00** of the JAG Award funds which will be used by CCSO to purchase laptop computers, hardware and software for the Criminal Investigators.

2. City of Plano agrees to pay the City of Frisco a total of **\$7,348.00** of the JAG Award funds which will be used by the City of Frisco to provide training for 4 officers in the "Leadership in Police Organizations".

3. City of Plano agrees to pay the City of McKinney a total of **\$19,951.00** of the JAG Award funds which will be used by the City of McKinney to purchase one drug terminator, one hand-held laser radar, one rifle grade shield, one segway and taser replacement cartridges.

4. City of Plano agrees to receive the remaining total of **\$50,139.00** of the JAG Award funds which will be used by the City of Plano to purchase security perimeter cameras for the Police Department.

5. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

6. Each Party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

7. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

8. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

[Remainder of Page Intentionally Left Blank]

CITY OF Plano, Texas,

By: _____
Thomas H. Muehlenbeck
City Manager

By: _____
Gregory W. Rushin
Chief of Police

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: _____
Frank Ragan
City Manager

By: _____
Doug Kowalski
Chief of Police

CITY OF FRISCO, TEXAS

By: _____
George Purfoy
City Manager

By: _____
Todd Renshaw
Chief of Police



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbely - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Cirro Group, Inc., a Texas corporation; authorizing its execution by the City Manager or, in his absence, an authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,578,710	0	12,578,710
Encumbered/Expended Amount		-4,144,275	-4,435,250	-8,579,525
This Item	0	-54,600	0	-54,600
BALANCE	0	8,379,835	-4,435,250	3,944,585
FUND(S): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy				
SUMMARY OF ITEM				
A request from Cirro Group, Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Cirro Group agrees to occupy not less than 24,555 sq. ft of commercial/office space by 9/1/10 and create or transfer 91 jobs by 9/1/10.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Cirro Group, Inc., a Texas corporation; authorizing its execution by the City Manager or, in his absence, an authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and Cirro Group, Inc., a Texas corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City") and Cirro Group, Inc., a Texas corporation ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is an electric energy marketing company wishing to locate its corporate offices in the City of Plano along with anticipated taxable real property improvements of not less than Six Hundred and Twenty Five Thousand Dollars (\$625,000.00) and anticipated taxable business personal property of approximately Six Hundred Thousand Dollars (\$600,000.00) located on the Property as defined herein; and

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

WHEREAS, the Company agrees to occupy not less than a total of 24,555 square feet of commercial/office space located at 2745 Dallas Parkway, Plano, Texas 75093 (the "Property") and transfer or create 91 Job Equivalents on the Property and maintain those positions for the remainder of the term of this Agreement; and

WHEREAS, occupancy of 24,555 square feet of commercial/office space and the creation or transfer of 91 Job Equivalents at the Property within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

Article 1 Definitions

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

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or September 1, 2010, whichever occurs first.

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

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

"Job Equivalent" shall mean one or more Company job positions located at the Property, individually or when combined, total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

Article 2 Term

The term of this Agreement shall begin on the Commencement Date and continue until August 31, 2020, unless sooner terminated as provided herein.

Article 3 Obligations of Company

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

(a) Occupy not less than 24,555 square feet of commercial/office space on the Property on or before September 1, 2010;

(b) Create or transfer at least 91 Job Equivalents on the Property on or before September 1, 2010;

(c) Maintain occupancy of the 24,555 square feet of commercial/office space and at least 91 Job Equivalents on the Property for the full term of this Agreement; and

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

Article 4
Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of Fifty Four Thousand Six Hundred Dollars (\$54,600.00) for the occupancy of 24,555 square feet of commercial/offical space on the Property and the transfer or creation of not less than 91 Job Equivalent positions on the Property in accordance with Article 3 above. The Company agrees to maintain the occupancy of the office space and the 91 transferred or created Job Equivalents for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, the Company shall be entitled to a payment of Fifty Four Thousand Six Hundred Dollars (\$54,600.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Initial Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article 3 (a) and (b) above (such payment referred to as the "Initial Grant Payment"). **IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S INITIAL CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (A) AND (B) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE DECEMBER 1, 2010.**

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below 91 for more than one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Six Hundred Dollars (\$600.00) for each lost Job Equivalent. For purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2012, and by January 31st of each year thereafter during the term of this Agreement the actual number of Job Equivalents at the Property for the preceding calendar year, using the Certification form attached as Exhibit "B". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

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

Article 5
Termination

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

(a) By mutual written agreement of the parties;

(b) Upon expiration of the term of this Agreement;

(c) By either party upon written notice to the other, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30-day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30-day period and further provided that the remedy is being diligently pursued); and

(d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

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

Article 6 Miscellaneous

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

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

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

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

If intended for the City:

City of Plano, Texas
Attn: Thomas H. Muehlenbeck, City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to: City of Plano, Texas
Attn: Diane Wetherbee, City Attorney
1520 Avenue K
P. O. Box 860358
Plano, Texas 75086-0358

If intended for the Company: Cirro Group, Inc.,
Attn: R. Michael Rose
Managing Director, Dominion Retail
2745 Dallas Parkway
Plano, Texas 75093

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

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

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

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

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

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

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

6.12 **Time is of the Essence.** Time is of the essence in this Agreement.

EXECUTED on this 14th day of June, 2010.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal
corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CIRRO GROUP, INC.,
a Texas corporation

By: _____
R. Michael Rose
Managing Director, Dominion Retail

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

[DATE]

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

RE: Initial Certificate of Compliance by Cirro Group, Inc., ("Company")
Economic Development Incentive Agreement between Company and the City of Plano
dated as of June 14, 2010 (the "Agreement")

I hereby certify that Company has occupied not less than 24,555 square feet of commercial/office space located at 2745 Dallas Parkway, Plano, Texas (the "Property") and has transferred or added 91 Job Equivalent (as defined in the Agreement) positions to the Property. Company is in compliance with subsections (a) and (b) of Article 3 of the Agreement and is entitled to receive payment under the terms of the Agreement.

Cirro Group, Inc.,
a Texas corporation

By: _____
Name:
Title:

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

[DATE]

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

RE: Annual Certificate of Compliance by Cirro Group, Inc., ("Company")
Economic Development Incentive Agreement between Company and the City of Plano
dated as of June 14, 2010 (the "Agreement")

I hereby certify that Company is in compliance with each applicable term as set forth in Article 3 of the Agreement. The term of the Agreement is September 1, 2010 through August 31, 2020. The number of new or transferred Job Equivalents, calculated as set forth in the Agreement and maintained pursuant to the Agreement since its inception, has not fallen below 91 for more than one hundred eighty (180) consecutive days and is _____ as of the date of this Certificate of Compliance. If the number herein reported is below the number required to be maintained pursuant to the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year the Agreement is in force.

Cirro Group, Inc.,
a Texas corporation

By: _____
Name: _____
Title: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/14/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and LifeCare Management Services LLC, a Louisiana limited liability company; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,578,710	0	12,578,710
Encumbered/Expended Amount	0	-4,144,275	-4,435,250	-8,579,525
This Item	0	-58,800	0	-58,800
BALANCE	0	8,375,635	-4,435,250	3,940,385
FUND(S): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
A request from LifeCare Management Services, LLC for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. LifeCare Management Services agrees to occupy not less than 35,900 sq. ft of commercial/office space by 11/1/10 and create or transfer 98 jobs by 11/1/10.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and LifeCare Management Services LLC, a Louisiana limited liability company; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and LifeCare Management Services LLC, a Louisiana limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City") and LifeCare Management Services LLC., a Louisiana limited liability company ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company has its headquarters in Plano, Texas and operates a number of long term acute care hospitals throughout the United States; and

WHEREAS, Company plans to establish its headquarters in a new location in Plano and construct over One Million Dollars of real property improvements and maintain approximately One Million Five Hundred Thousand Dollars of business personal property investments; and

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

WHEREAS, the Company, as consideration of a grant from the City, agrees to occupy not less than a total of 35,900 square feet of commercial/office space located at 5340 Legacy Drive, Suite 150, Plano, Texas 75024 (the "Property") and transfer or create 98 Job Equivalents on the Property and maintain those positions for the remainder of the term of this Agreement; and

WHEREAS, occupancy of 35,900 square feet of commercial/office space and the creation or transfer of 98 Job Equivalents at the Property within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

Article 1 Definitions

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

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or November 1, 2010, whichever occurs first.

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

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

"Job Equivalent" shall mean one or more Company job positions located at the Property, individually or when combined, total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

Article 2 Term

The term of this Agreement shall begin on the Commencement Date and continue until October 31, 2017, unless sooner terminated as provided herein.

Article 3 Obligations of Company

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

(a) Occupy not less than 35,900 square feet of commercial/office space on the Property on or before November 1, 2010;

(b) Create or transfer at least 98 Job Equivalents on the Property on or before November 1, 2010;

(c) Maintain occupancy of the 35,900 square feet of commercial/office space and at least 98 Job Equivalents on the Property for the full term of this Agreement; and

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

Article 4 Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of Fifty Eight Thousand Eight Hundred Dollars (\$58,800.00) for the occupancy of 35,900 square feet of commercial/office space on the Property and the transfer or creation of not less than 98 Job Equivalent positions on the Property in accordance with Article 3 above. The Company agrees to maintain the occupancy of the office space and the 98 transferred or created Job Equivalents for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, the Company shall be entitled to a payment of Fifty Eight Thousand Eight Hundred Dollars (\$58,800.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Initial Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article 3 (a) and (b) above (such payment referred to as the "Initial Grant Payment"). **IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S INITIAL CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (a) AND (b) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE FEBRUARY 1, 2011.**

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below 98 for more than one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Six Hundred Dollars (\$600.00) for each lost Job Equivalent. For purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2012 and by January 31st of each year thereafter during the term of this Agreement the actual number of Job Equivalents at the Property for the preceding calendar year, using the Certification form attached as Exhibit "B". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01 but without the addition

of penalty. Repayment of grant funds and interest shall be due not later than one hundred twenty (120) days after the date the City notifies the Company of the conviction.

Article 5 Termination

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

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

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

Article 6 Miscellaneous

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

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

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

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

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

With a copy to: City of Plano, Texas
Attn: Diane Wetherbee, City Attorney
1520 Avenue K
P. O. Box 860358
Plano, Texas 75086-0358

If intended for the Company before move: LifeCare Management Services LLC.
Attn: Brian Jones
5560 Tennyson Parkway
Plano, Texas 75024

If intended for the Company after move: LifeCare Management Services LLC.
Attn: Brian Jones
5340 Legacy Drive, Suite 150
Plano, Texas 75024

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

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

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

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

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

6.12 **Time is of the Essence**. Time is of the essence in this Agreement.

EXECUTED on this ____ day of _____, 20__.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

LIFECARE MANAGEMENT SERVICES LLC.,
a Louisiana limited liability company

By: _____
Brian Jones
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

[DATE]

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

RE: Initial Certificate of Compliance by LifeCare Management Services LLC., ("Company")
Economic Development Incentive Agreement between Company and the City of Plano
dated as of _____ (the "Agreement")

I hereby certify that Company has occupied not less than 35,900 square feet of commercial/office space located at 5340 Legacy Drive, Suite _____, Plano, Texas (the "Property") and has transferred or added 98 Job Equivalents by November 1, 2010 (as defined in the Agreement) positions to the Property. Company is in compliance with subsections (a) and (b) of Article 3 of the Agreement and is entitled to receive payment under the terms of the Agreement.

LifeCare Management Services LLC.,
a Louisiana limited liability company

By: _____
Name:
Title:

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

[DATE]

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

RE: Annual Certificate of Compliance by LifeCare Management Services LLC., ("Company")
Economic Development Incentive Agreement between Company and the City of Plano
dated as of _____ (the "Agreement")

I hereby certify that Company is in compliance with each applicable term as set forth in Article 3 of the Agreement. The term of the Agreement is November 1, 2010 through October 31, 2017. The number of new or transferred Job Equivalents, calculated as set forth in the Agreement and maintained pursuant to the Agreement since its inception, has not fallen below 98 for more than one hundred eighty (180) consecutive days and is _____ as of the date of this Certificate of Compliance. If the number herein reported is below the number required to be maintained pursuant to the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year the Agreement is in force.

LifeCare Management Services LLC.,
a Louisiana limited liability company

By: _____
Name: _____
Title: _____

DATE: May 18, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 17, 2010

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2010-02
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL**

Request to rezone 62.3± acres bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line, from Planned Development-202-Research/Technology Center to Single-Family Residence-6 and Single-Family Residence Attached.

APPROVED: 5-3 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 0

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

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

STIPULATIONS:

Approved. The Commissioners who voted in opposition to the request did so based on inconsistency with the Comprehensive Plan, a need to retain commercial zoning on this larger tract of land and given that there is limited undeveloped commercial zoned land in Plano, concerns regarding noise from the nearby gun range, fire department response, inadequacy of the sanitary sewer system, and quality of life concerns.

FOR CITY COUNCIL MEETING OF: June 14, 2010 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Doug Johnson, Industrial Developments International
Edward Eckart, Goodwin & Marshall, Inc.

Recommendation of the Planning & Zoning Commission
Zoning Case 2010-02
May 17, 2010 Meeting
Second Vice-Chairman's Report

Agenda Item No. 6A and 6B- Public Hearing

Zoning Case 2010-02 - Request to rezone approx. 62.3 acres from Planned Development -202-Research/Technology Center to Single-Family Residence-6 located at the Plano city limit line and Bradshaw Drive and related Concept Plan.

Applicant: Industrial Developments International

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

Commission Action: APPROVED 5-3.

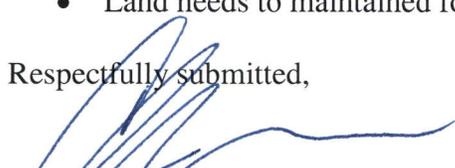
The motion to approve was supported by Chairman Duggan and Commissioners Coleman, Downs, Norton and Hazelbaker. Commissioners Caso, Dry and Perry voted against the motion and supported staff's recommendation to deny the application. Comments made in support of the motion to approve included:

- There is still much undeveloped land for commercial uses.
- There is demand for residential in the area.
- Need for workforce housing.
- Property has been vacant for too long and no demand for commercial uses.

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

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

Respectfully submitted,



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

CITY OF PLANO

PLANNING & ZONING COMMISSION

May 17, 2010

Agenda Item No. 6A

Public Hearing: Zoning Case 2010-02

Applicant: Industrial Developments International

DESCRIPTION:

Request to rezone 62.3± acres bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line, **from** Planned Development-202-Research/Technology Center **to** Single-Family Residence-6 and Single-Family Residence Attached.

REMARKS:

The applicant is requesting to rezone 62.3± acres bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line from Planned Development-202-Research/Technology Center (PD-202-RT) to Single-Family Residence-6 (SF-6) and Single-Family Residence Attached (SF-A). The subject property is currently undeveloped. The RT zoning district is intended to create a low density employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. PD-202-RT was created in 2008 to provide more use options for development of property in the eastern portion of the district where some of the properties are smaller and have more topographic constraints. A number of commercial uses were added to those already allowed in the base RT zoning district.

The requested zoning is divided into two phases, Phase 1 and Phase 2. The applicant proposes to rezone Phase 1 to SF-6, which is 53.6± acres bounded by Bradshaw Drive on the west, Plano Parkway and the Dallas Area Rapid Transit rail line on the north, and Plano's city limit line on the south and extending 2,870± feet east of Bradshaw Drive. The applicant proposes to rezone Phase 2 to SF-A which is 9.0± acres bounded by Bradshaw Drive on the west, Plano Parkway on the south, and the Dallas Area Rapid Transit rail line on the north. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. The SF-A district is intended

to provide for a variety of residential housing types and densities in the medium density range (five-ten units/acre) on individually platted lots or multiple units on a single lot.

A concept plan, Parkway Heights, Phases 1 & 2, accompanies this request.

Surrounding Land Use and Zoning

The adjacent properties to the west, north and east of these tracts are zoned PD-202-RT. A Texas Power & Light transmission line easement exists to the south of the proposed SF-6 residences and is included within this zoning request. South of this easement is property which lies within the city of Richardson and is developed as single-family residences. To the west are Douglas Otto Middle School and two other vacant properties. The properties to the north, beyond the DART rail line, are partially developed as a religious facility, the Plano Richardson Police Training Facility including the outdoor pistol and rifle firing ranges, and a few single-family residences. To the east is an undeveloped tract owned by Oncor.

Conformance to the Comprehensive Plan

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

Adequacy of Public Facilities - Water and sanitary sewer services are available via extensions from existing utilities along Plano Parkway; however, the existing sanitary sewer system is insufficient to support residential development for this site. Improvements to the sanitary sewer system would be necessary, including upgrading the existing lift station and sanitary sewer lines since the lines are not sized appropriately to accommodate residential flows, or extending an offsite sewer main to the east to the North Texas Municipal Water District (NTMWD) sewer main located near Park Vista Road.

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

ISSUES:

Conformance to the Economic Development Element of the Comprehensive Plan

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

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

The RT is a major employment center within the southeastern portion of the city. In order to continue to promote employment opportunities within the city and attract businesses to Plano, nonresidential zoned land in areas such as the RT district, needs to be preserved. The size of this property, particularly the southern portion (53.6± acres), is appropriate for attracting several larger businesses that may want to locate in Plano and have space for future expansion and is the second largest undeveloped tract remaining in the RT district. The largest remaining tract is 70.6± acres owned by Flextronics International located on the south side of Plano Parkway and the west side of North Star Road.

Conformance to the Housing Element of the Comprehensive Plan

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

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

However, in evaluating locations for residential development, the plan also notes the importance of *“ensure(ing) that alternative neighborhood formats provide functional and appropriate environments”* and describes alternative format neighborhoods as containing *“10 to 100 acres of land in irregular shapes, making innovative design critical for the development of functional, cohesive neighborhoods. An urban center is an example of development that might occur in an alternative neighborhood format without typical amenities like neighborhood parks and schools.”*

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

Related to this, the Housing Element makes a point that alternative neighborhood formats need to be “functional and appropriate environments.” Neighboring zoning districts and permitted land uses make important contributions towards defining what is considered a functional and appropriate environment. Consideration needs to be given to existing land uses in the area and zoning districts, as well as other permitted uses allowed, within the districts. Specifically for this zoning request, a determination needs to be made as to whether or not the existing and permitted nonresidential uses, given current zoning districts adjacent to the subject property, would contribute to an environment suitable for adjacent residential zoning. Unlike the 7.1± acres located at the southwest corner of Bradshaw Drive and 14th Street that was recently rezoned to

SF-6, this property is located directly across the rail line from the Plano Richardson Police Training Facility outdoor pistol and firing ranges.

Incompatible Zoning Districts and Land Uses

Although the requested single-family residential zoning is consistent with the residential development located in the city of Richardson to the south, it is not consistent with the surrounding PD-202-RT zoning nor is it consistent with other nonresidential uses, including the adjacent Plano Richardson Police Training Facility outdoor pistol and rifle firing ranges within the city of Plano. Depending on ambient noise and weather conditions, gunfire from both the pistol and rifle ranges can be heard from this site. Firing occurs regularly Monday through Saturday and is not typically conducive to a residential environment.

The surrounding properties to the west, north, and east in Plano are zoned PD-202-RT, and provide for existing and future commercial businesses. Businesses locate in commercial districts where comparable uses are allowed and that have like operations such as truck traffic, loading operations, odors, increased noise levels, and lighting. Similarly, residents locating in a residential development have general expectations of a living environment where they can enjoy their home, both inside and outside in their respective yard area. Introducing residential land uses in an area that historically has been zoned for non-residential uses and where businesses are already located creates land use compatibility issues and conflicting interests. When piece meal zoning occurs, this will create inconsistent zoning districts and land use patterns, thus diminishing the integrity of an area whether it is a business, park area or residential neighborhood.

City Services

During 2008, the Planning & Zoning Commission evaluated residential uses within the eastern portion of the Research/Technology Center area. As part of their analysis, the Commission reviewed city services available to the area. A detailed analysis was provided addressing utilities, emergency response times, parks, libraries, environmental waste collection, and schools services. An updated version of the same information was provided more recently to the Commission, during the Commission's work session held on April 5, 2010.

The analysis identifies significant potential city service implications associated with allowing residential uses within the RT area, including:

- Residential uses generate increased sanitary sewer flows when compared to nonresidential uses; therefore, the existing sewer system is insufficiently sized to accommodate residential uses - lines would need to be upgraded and improvements made to existing lift stations, and/or an off-site sewer main being extended to the east to the NTMWD sewer main located near Park Vista Road.
- Based upon existing personnel, equipment and facilities, fire emergency response times would exceed their stated response time goal of 6 minutes, 59 seconds, for 90% of their calls;

- The functions performed at the Plano Richardson Police Training Center create land use incompatibility issues with residential uses given the noise generated at the outdoor gun firing range at this facility; and
- There are no neighborhood parks to service this area and if parks were provided, additional funding resources would have to be identified for land acquisition, operation and maintenance.

Additionally, Plano Independent School District (PISD) has identified that there would be school capacity issues at Schell Elementary School with development of this property for residential uses.

Adjacent Oncor Property

To the east of the subject property is an undeveloped tract currently owned by Oncor. This tract has no frontage on a public street, and the surrounding properties do not contain access easements that would allow Oncor to legally access their property. If development were to occur on Oncor's property, there would not be an opportunity to provide access to Oncor's currently "land locked" site. Consideration will need to be given to providing access through the subject property to Oncor's property.

Summary

The applicant is requesting to rezone 62.3± acres bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line from PD-202-RT to SF-6 and SF-A. The Comprehensive Plan does not support this request for several reasons. The Future Land Use Plan recommends RT and not residential. Rezoning this property to single-family residential is also contrary to the established goal of preserving land in employment centers for economic development. The property does not meet the standards for an alternative neighborhood development; it also does not satisfy the goal of providing a high quality living environment. Although an existing residential subdivision exists to the south in the city of Richardson, current uses located within the city of Plano, specifically the outdoor gun range, as well as other uses permitted within the adjacent RT zoning district are not conducive to a high quality living environment.

RECOMMENDATION:

Staff recommends denial of the proposed rezoning request since the request is not consistent with the Comprehensive Plan.



Memorandum

Date: May 14, 2010

To: Hugo Esparza, Fire Chief
Phyllis Jarrell, Director of Planning

From: David Kerr, Fire Marshal

Subject: RT Zoning District

The Fire Department is continuing to evaluate the conversion of the RT district to residential use. As indicated from our earlier response on this issue, we have Fire and EMS response concerns with the proposed rezoning. The fire response issue can be partially mitigated by the installation of residential fire sprinklers. The second issue is a bit more complex and deals with EMS response.

The estimated population of the city is 265,000. The Fire Department responded to 12,464 EMS calls in 2009. The number of calls for service per 1000 population is 47. The estimated number of persons per house hold is 2.72. The estimated number of houses in the proposed IDI property is 230 with an estimated population of 626. The recently approved property in the RT district has 34 lots with a population estimation of 93. The total population increase if both are approved would be 719. The estimated number of EMS responses will be 34 per year for this area. Planning estimates a total of 400 housing units if the RT district west of Rowlett Creek is rezoned to residential. The estimated population for total area would be 1,088 with an EMS response of 51 per year.

In 2009 Fire Station 3 had 905 and EMS responses. If the RT district is rezoned; the estimated EMS responses for Fire Station 3 will increase by 5.6 %.

June 3, 2010

MEMO

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

FROM: Tina M. Firgens, Planning Manager

SUBJECT: Residential Analysis within the Research/Technology Center Area in Southeast Plano

This information is being provided to supplement the staff write-up for Zoning Case 2010-02.

Attached is an analysis that was prepared for the Planning & Zoning Commission's consideration at its work session meeting on April 5, 2010, regarding residential uses within the Research/Technology Center area in southeast Plano. The analysis is a compilation of feedback received from various city departments to better understand the potential service implications (if any) should residential uses be allowed within this area of Plano.

In order to assist the departments with preparing their responses, Planning staff presented two development scenarios for their consideration – Scenario 1 being information provided from the zoning cases submitted for the IDI (Zoning Case 2010-02) and Lawler properties (Zoning Case 2010-03 approved on May 10, 2010), and Scenario 2 taking into consideration rezoning of a larger area including most properties generally located north of the Plano/Richardson city limit and east of Bradshaw Road. In short, the analysis identifies concerns regarding:

- Insufficient sanitary sewer system to accommodate residential flows;
- Fire emergency response times exceeding response time goals;
- Noise generated at the outdoor gun firing range incompatible with residential uses;
- Lack of neighborhood parks to serve the area;
- Potential service impacts for solid waste collection and libraries; and
- Capacity issues for the elementary school that serves the area.

Planning staff will be present at the City Council meeting to address these issues should there be any questions.

(Attachment)

Research/Technology Center District - Residential Analysis

In reviewing the impacts of changing the zoning designation of property in the Research/Technology Center (RT) district to residential, Planning Department staff requested the input from other city departments as well as Plano Independent School District (PISD). Staff requested information based on two scenarios (below). Responses from each of the departments and PISD are provided below.

1. Developers have submitted requests to rezone two separate properties for residential development. This will result in approximately 300 homes being built in the area (221 Single-Family Residence-6 (SF-6) lots and 79 Single-Family Residence Attached (SF-A)).
2. If the Planning & Zoning Commission deems residential as appropriate for this area, staff would suggest that they look at rezoning the surrounding properties as well to provide some continuity and achieve benefits of massing. In this scenario, this might include most properties generally located north and east of Bradshaw Rd. This could result in a total of approximately 98 acres of residential development (equivalent to approximately 400 SF-6 lots).

Engineering Department

Staff has analyzed the sewer capacities issues in the RT area east of Los Rios Boulevard. The analysis indicated that the existing commercial land use currently creates capacity issues with the existing lift station and gravity sewer lines. The land use change to residential would significantly increase the sewer needs and a new line would need to be extended east and south of the DART railroad across Rowlett Creek to connect to an existing North Texas Municipal Water District sewer main. We would also have to increase the capacity of the existing lift station and some of the gravity lines.

Fire Department

We have reviewed the proposal to rezone portions of the RT Zoning district to residential use. Residential use presents some unique response issues for the Fire Department. In the case of fire response, residential properties of this size are not required to be fire sprinkled, where as commercial properties in the RT District will be fire sprinkled. Emergency Medical Service (EMS) responses are higher in residential districts and this location presents some response issues. If the RT District were rezoned to residential, a study of the location of Fire Station No. 3 would be needed. Fire Station No. 3 may need to be relocated south to provide adequate response time coverage for this zoning district and the panhandle section in far east Plano. The Murphy Fire Department is currently providing first response in the panhandle area.

The call volume to this district is expected to increase if residential development is considered. We cannot provide the maximum response time standard of 6:59 minutes or less to this portion of the city for EMS response from the current location of Fire

Station No. 3. Should the area develop residentially, we would recommend that all homes in the area be fire sprinkled. While this will reduce the fire impact, it will not help the increase in response time for EMS calls.

Libraries

Residential use would have a slight impact on services mainly due to the distance from Harrington Library. If 400-800 homes are built with two people per home, there is the potential of 800-1600 people. In Harrington Library service population area, approximately 85% apply for a library card and approximately 41% of those cards are active users (use the library at least once a year). This would result in approximately 258-516 active cards. Given the distance from the library, the numbers may be less. Harrington Library has 40,272 registered users and 16,508 active users as of February 28, 2010.

Parks and Recreation Department

Scenario 1

1. The current Park Master Plan does not include any neighborhood park facilities in the area due to the planned RT district land use. The smaller site to the west currently falls within Park Fee Service Area 1. The larger property located in the eastern portion of the district does not currently fall within a Park Fee Service Area and no park fees will be collected. If residential zoning is approved for the property the City of Plano should consider adding it to Park Fee Service Area 1.
2. The fees collected for 221 SF-6 lots and 79 SF-Attached lots would be \$140,241. Park Fee Service Area 1 has a current balance of \$136,000. These funds came primarily from the neighborhood development east of Brand Road. These neighborhoods combined could only fund a portion of a typical neighborhood park. There are many variables in land prices, available acres of land, and extent of facilities provided; but it is likely that an additional \$400,000 to \$700,000 in bond funds would be needed to provide neighborhood park facilities in this area depending on land cost and availability.
3. Neighborhood parks typically serve 6,000 to 7,000 residents within a one square mile area. These two developments would likely result in 800 to 900 residents. The existing residential development east of Brand Road currently has an estimated 1,141 residents. The total number of residents served would be much less than typical for neighborhood park facilities.
4. The Douglas Otto Middle School site may provide an opportunity to create a small neighborhood park area adjacent to the school. Middle schools do not typically have playgrounds and picnic shelters, but they do have open sports fields that can serve as community practice space. If residential zoning in the area is approved, the City of Plano should move forward with discussions with PISD about the use of this property. Location of neighborhood park facilities

adjacent to a major thoroughfare is not generally desirable but could be accommodated with fencing adjacent to the roadway.

5. The existing overhead utility easement could provide a way to link the neighborhood east of Brand Road to the middle school site and any potential neighborhood park area. If residential zoning is approved, the City of Plano should pursue acquiring an easement or ownership of the power line easement from the middle school site to the Murphy city limit line. The City of Murphy has indicated some interest in making a trail connection to Plano via this power line easement.
6. If property is not available adjacent to the middle school site, it may be more difficult to provide neighborhood park facilities in the area. However, there is additional undeveloped property in the area that could be available.
7. The Park Master Plan and Park Fee Ordinance should be updated to reflect residential development in this area if it is approved.
8. There is an existing 20 acre parcel of undeveloped park land along the east side of Rowlett Creek south of 14th Street. This property is entirely in the flood plain and it could not have a playground or picnic shelter on the property. It was acquired for the purpose of connecting the Rowlett Creek Greenbelt between Plano and Richardson. The power line easement could provide an opportunity to connect adjacent residential properties to the greenbelt.

Scenario 2

1. It would be beneficial from a park perspective if additional property in the area is also zoned residential. This would increase the potential to collect Park Fee Revenue in the area and reduce the amount of bond funds needed to provide neighborhood park facilities. It would also create a greater need for the facilities and help the expenditure to be beneficial to a larger number of residents.

Additional Comment

The smaller site to the west currently falls within Park Fee Service Area 1. There are no neighborhood park facilities planned in the area. The nearest neighborhood park facilities are at Shoshoni Park which is outside of our recommended service range for neighborhood parks. *If we collect the fees we are required to provide access to neighborhood park facilities.* The fees collected by this isolated development would not be sufficient to fund a neighborhood park within reasonable access to this development. If this site proceeds as residential without any other residential development in the area, we may need to consider removing this site from Park Fee Service Area 1.

Police Department

We have reviewed the proposal to rezone a portion of the RT district for residential use. With regard to Calls for Service, this location does not appear to present any significant problems. The potential increase in call volume is approximately 210 calls for service per year. This potential workload increase can be absorbed with our current staffing levels.

Most potential impacts on residential development would come from the functions performed at the Plano/Richardson Police Training Center. This facility is located on property purchased by the City of Plano in 1969. In 1976, the first gun range was constructed on this property. The second pistol range and the first rifle range, along with the Police Training Center main building were constructed on this property in 1991. The first two gun ranges were relatively isolated, but over the years homes, businesses, and schools have been constructed in closer proximity to the gun range.

The primary impact on any residences built in close proximity to the Police Training Center will be from operation by Plano and Richardson on the pistol range and rifle range. The new pistol range and the remodeled rifle range were completed in September of 2008. Shortly afterwards, complaints on the noise of gun fire began coming in from residents north of the range in Plano and from residents just to the east inside the Murphy city limits. The new pistol range and remodeled rifle range continue to have a down range direction of nearly due south pointing toward the residential area in Richardson. The new pistol range has twelve shooting lanes, like the old range, but it sports a vastly different baffling system. The new overhead angled baffling system increases the operational safety level of the range. However, it is to a great extent still an open air range, so sound can be heard. It is important to note that extensive acoustical materials have been added to the pistol range since it opened and it has dramatically reduced the sound of the gun fire coming from the range. Additionally, Training Center policy restricts the hours of shooting. Shooting is only allowed Monday through Friday from 8:00 a.m. to 9:00 p.m. On Saturday shooting is allowed from 8:00 a.m. till 12:00 noon, and no shooting on Sundays. It is important to note shooting does not occur on a daily basis but does occur at fairly regular intervals, as it is necessary for officers to practice with their issued weapons. Further, both police departments have instituted patrol rifle programs, and the sound of rifle fire is generally louder than that of pistols.

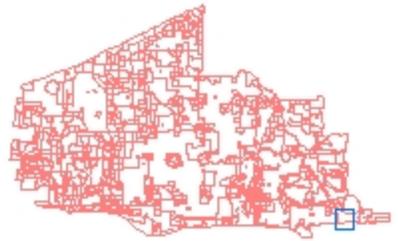
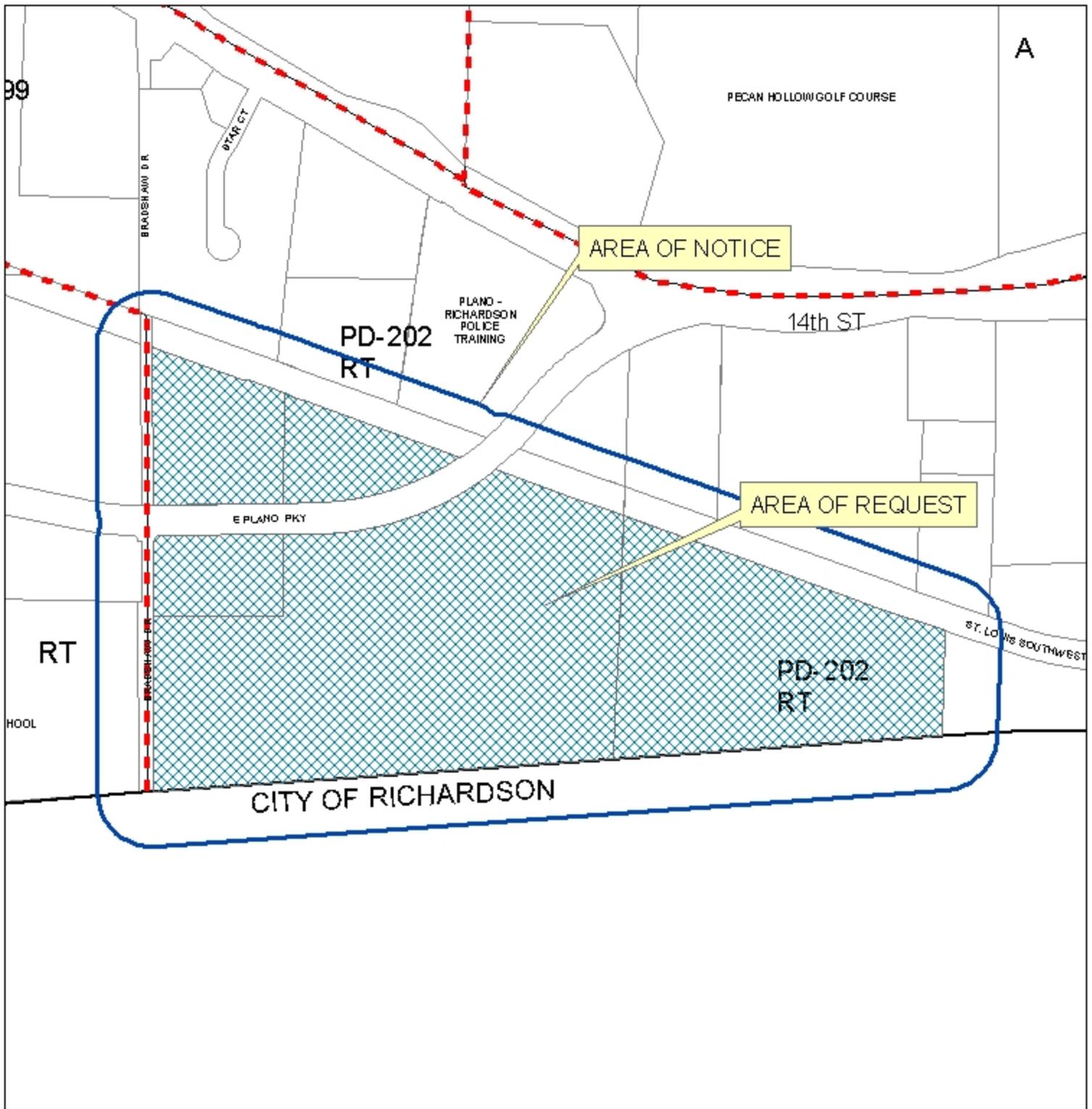
As noted, the acoustical work has dramatically lowered the sound of gun fire, to the background noise level in many instances. But, some noise can still be heard by residents in the vicinity, especially outdoors. If homes are built closer to the firing range, the noise experienced by those residents will likely be louder.

Sustainability and Environmental Waste Services

Most homes (400 range) could be serviced by existing drivers, but if it is on the high-end and recycling continues to increase, it could require an additional driver and maybe even a truck. The annual costs for a driver would be \$47,957 (includes benefit costs) and an automated truck would be \$39,542 (does not include the garage maintenance & fuel).

Plano Independent School District

In reviewing the two scenarios, the smaller site to the west would be zoned Dooley Elementary, Armstrong Middle School, and McMillen High School; all these schools have sufficient capacity to absorb any additional students resulting from this development. The properties to the east are zoned Schell Elementary, Otto Middle School, and Williams High School; development of these properties as residential will most likely cause capacity issues at the elementary campus (Schell).

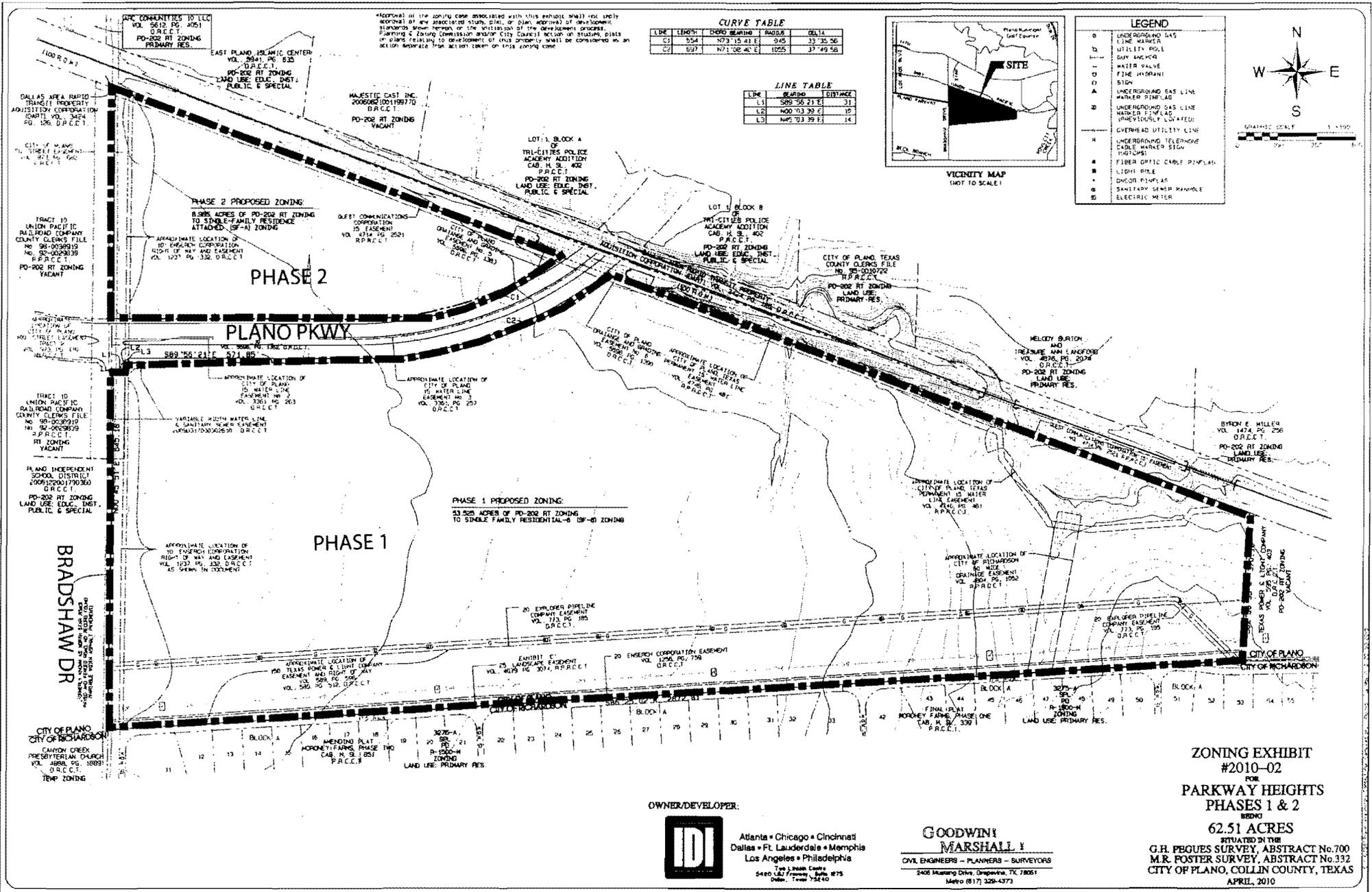


Zoning Case #: 2010-02

Existing Zoning: PLANNED DEVELOPMENT-202-RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer

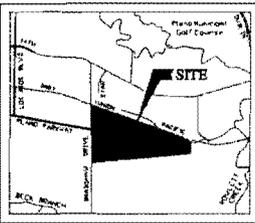


CURVE TABLE

LINE	LENGTH	CHORD BEARING	RADIUS	DELTA
C1	154	S73°15'41"E	345	33°25'56"
C2	537	N71°02'42"E	1055	37°49'58"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°56'21"E	31
L2	N00°03'39"E	10
L3	N85°03'39"E	14



LEGEND

- 0 UNDERGROUND GAS LINE MARKER
- 1 UTILITY POLE
- 2 GUY ANCHOR
- 3 WATER VALVE
- 4 FINE MESH NET
- 5 SIGN
- 6 UNDERGROUND GAS LINE MARKER PINFLAG
- 7 UNDERGROUND GAS LINE MARKER PINFLAG (PREVIOUSLY LOCATED)
- 8 OVERHEAD UTILITY LINE
- 9 UNDERGROUND TELEPHONE CABLE MARKER SIGN (PUSHOUT)
- 10 FIBER OPTIC CABLE PINFLAG
- 11 120KV POLE
- 12 UNDER PINFLAG
- 13 SANITARY SEWER MANHOLE
- 14 ELECTRIC METER



ARC COMMUNITIES TO LLC
VOL. 5612 PG. 405
D.P.C.C.T.
PD-202 RT ZONING
PRIMARY RES.

EAST PLANO ISLAMIC CENTER
VOL. 5641 PG. 533
D.P.C.C.T.
PD-202 RT ZONING
LAND USE, EDUC. INST.,
PUBLIC & SPECIAL

*Approval of the zoning case associated with this exhibit shall not imply approval of any associated plat, or plan, approval of development standards, or terms of the conditions of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans resulting in development of lands directly shall be considered as an action separate from action taken on this zoning case.

MAJESTIC EAST INC.
20060821001199770
D.P.C.C.T.
PD-202 RT ZONING
VACANT

LOT 1, BLOCK A
OF
TRI-CITIES POLICE
ACADEMY ADDITION
CAB. N. S. 402
P.P.C.C.T.
PD-202 RT ZONING
LAND USE, EDUC. INST.,
PUBLIC & SPECIAL

LOT 1, BLOCK B
OF
TRI-CITIES POLICE
ACADEMY ADDITION
CAB. N. S. 402
P.P.C.C.T.
PD-202 RT ZONING
LAND USE, EDUC. INST.,
PUBLIC & SPECIAL

CITY OF PLANO, TEXAS
COUNTY CLERKS FILE
NO. 20100772
H.P.A.C.C.T.
PD-202 RT ZONING
LAND USE
PRIMARY RES.

HELICOY BURTON
AND
TREASURE ANN LANGFORD
VOL. 4874 PG. 256
D.P.C.C.T.
PD-202 RT ZONING
LAND USE
PRIMARY RES.

BYRON E. HULLER
VOL. 4474 PG. 256
D.P.C.C.T.
PD-202 RT ZONING
LAND USE
PRIMARY RES.

PHASE 2 PROPOSED ZONING:
8.905 ACRES OF PD-202 RT ZONING
TO SINGLE-FAMILY RESIDENCE
ATTACHED (SF-A) ZONING

PLANO PKWY

PHASE 1

PHASE 1 PROPOSED ZONING:
33.928 ACRES OF PD-202 RT ZONING
TO SINGLE-FAMILY RESIDENTIAL-8 (SF-8) ZONING

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 3301 PG. 263
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 3302 PG. 257
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 3302 PG. 257
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 3302 PG. 257
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 3302 PG. 257
D.P.C.C.T.

APPROXIMATE LOCATION OF
10' ENSERCH CORPORATION
RIGHT OF WAY AND EASEMENT
NO. 1077 PG. 332 D.P.C.C.T.
AS SHOWN IN FOOTNOT

20' ENSERCH PIPELINE
COMPANY EASEMENT
VOL. 713 PG. 103
D.P.C.C.T.

20' ENSERCH CORPORATION EASEMENT
VOL. 1296 PG. 798
D.P.C.C.T.

20' ENSERCH PIPELINE
COMPANY EASEMENT
VOL. 713 PG. 103
D.P.C.C.T.

APPROXIMATE LOCATION OF
PD. TEXAS POWER & LIGHT COMPANY
EASEMENT AND RIGHT OF WAY
VOL. 589 PG. 406
VOL. 589 PG. 512 D.P.C.C.T.

EXHIBIT C
25' LANDSCAPE EASEMENT
VOL. 4010 PG. 304 H.P.A.C.C.T.

BRADSHAW DR

ZONING EXHIBIT
#2010-02
FOR
PARKWAY HEIGHTS
PHASES 1 & 2
BEING
62.51 ACRES

SITUATED IN THE
G.H. PEQUES SURVEY, ABSTRACT No. 700
M.R. POSTER SURVEY, ABSTRACT No. 332
CITY OF PLANO, COLLIN COUNTY, TEXAS
APRIL, 2010

OWNER/DEVELOPER:



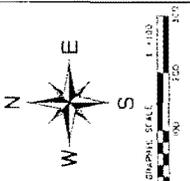
Atlanta • Chicago • Cincinnati
Dallas • Ft. Lauderdale • Memphis
Los Angeles • Philadelphia

GOODWIN
MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS

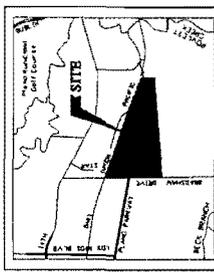
2408 Mustang Drive, Irving, TX 75061
Metro (817) 329-4373

5480 LBJ Freeway, Suite 1215
Dallas, Texas 75240



LEGEND

1	LINE MARKED GAS
2	UTILITY TOLERANCE
3	UNDERGROUND GAS LINE
4	UNDERGROUND WATER MAIN
5	UNDERGROUND SANITARY
6	UNDERGROUND TELEPHONE
7	UNDERGROUND CABLE TELEVISION
8	UNDERGROUND FIBER OPTIC CABLE
9	UNDERGROUND LIGHT POLE
10	UNDERGROUND POWER POLE
11	UNDERGROUND WATER MAIN
12	UNDERGROUND SANITARY
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95	UNDERGROUND WATER MAIN
96	UNDERGROUND SANITARY
97	UNDERGROUND TELEPHONE
98	UNDERGROUND CABLE TELEVISION
99	UNDERGROUND FIBER OPTIC CABLE
100	UNDERGROUND LIGHT POLE



SP-A USABLE OPEN SPACE

REQUIRED	PROVIDED	DEFICIENCY
32.31	33.30	0.99

CURVE TABLE

LINE	LENGTH	CHORD BEARING	ANGLE	CHORD	OFFSET
1	100.00	N 0° 00' 00" E	90.00	100.00	0.00
2	100.00	E 0° 00' 00" S	90.00	100.00	0.00
3	100.00	S 0° 00' 00" W	90.00	100.00	0.00
4	100.00	W 0° 00' 00" N	90.00	100.00	0.00

LINE TABLE

LINE	BEARING	LENGTH	STATION
1	N 0° 00' 00" E	100.00	0+00
2	E 0° 00' 00" S	100.00	1+00
3	S 0° 00' 00" W	100.00	2+00
4	W 0° 00' 00" N	100.00	3+00

NOTES

1. ALL IMPROVED STREETS SHOWN ARE TO BE MAINTAINED BY THE HOA. UNLESS OTHERWISE NOTED.
2. PRIVATE OPEN SPACES SHALL BE MAINTAINED BY THE HOA.
3. ALL LOTS WILL BE FRONT CURB.

HALESTIC EAST INC.
 6000 EAST 10TH AVE
 DALLAS, TX 75246
 (214) 343-1111

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

PHASE 7

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PHASE 9

PHASE 10

PHASE 11

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PHASE 100



CONCEPT PLAN
PARKWAY HEIGHTS
PHASES 1 & 2
62.51 ACRES

SITUATED IN THE
 G.H. FERGUS SURVEY, ABSTRACT No. 700
 M.R. POSTER SURVEY, ABSTRACT No. 332
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 APRIL, 2010

GOODWIN MARSHALL & ASSOCIATES
 CIVIL ENGINEER - PLANNERS - SURVEYORS
 2405 MURPHY DR., SUITE 200
 DALLAS, TEXAS 75244
 PHONE (214) 354-4373

Atlanta • Chicago • Cincinnati
Dallas • Ft. Lauderdale • Memphis
Los Angeles • Philadelphia
 5410 Lee Avenue, Suite 276
 Dallas, Texas 75240



OWNERS/DEVELOPERS:

1. Obtain all necessary permits from the City of Plano.
2. Building footprints shall be approved in accordance with the City of Plano Ordinance 10000.
3. Building facade shall be approved in accordance with the City of Plano Ordinance 10000.
4. Obtain all necessary permits from the City of Plano.
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98. Obtain all necessary permits from the City of Plano.
99. Obtain all necessary permits from the City of Plano.
100. Obtain all necessary permits from the City of Plano.

ZC 2010-02

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 62.3± acres out of the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6 and Single-Family Residence Attached; 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, a publication 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 14 day of June, 2010, for the purpose of considering rezoning 62.3± acres out of the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6 and Single-Family Residence Attached; 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 14th day of June, 2010; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 62.3± acres out of the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, bounded by Bradshaw Drive on the west, Plano's city limit line on the south, extending approximately 2,870± feet east of Bradshaw Drive, and bounded on the north by the Dallas Area Rapid Transit rail line in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6 and Single-Family Residence Attached, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 14TH DAY OF JUNE, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2010-02
Legal Description for Phase I Tract

BEING a tract of land situated in the G.H. Pegues Survey, Abstract No. 700 and the M. R. Foster Survey, Abstract No. 332, City of Plano, Collin County, Texas, being a portion of that tract of land as described in deed to Industrial Developments International (Texas), L.P. recorded in Volume 4982, Page 1642, Deed Records, Collin County, Texas (DRCCT) and being more particularly described as follows:

BEGINNING at railroad spike set at the location of a "PK" nail with shiner previously found (now obliterated) in Bradshaw Drive (formerly North Star Road - a non dedicated variable width right-of-way) at the southwest corner of said Industrial Developments International (Texas), L.P. tract (hereafter referred to as IDI tract, the apparent northwest corner of the amending plat of Moroney Farms, Phase Two, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet N, Slide 851, Plat Records Collin County, Texas, and the apparent northeast corner of a tract of land as described in deed to Canyon Creek Presbyterian Church, recorded in Volume 4888, Page 18889, DRCCT, from which a "PK" nail with shiner found at the apparent southeast corner of a tract of land as described in deed to Arlington Independent School District, recorded in 200612001790360, DRDCT bears South, 32° 19' West, 4.25 feet, a "PK" nail with shiner previously found at the apparent southeast corner of said Church tract bore South, 00° 45' 51" West, 1,056.76 feet (Deed 1056.77 feet) and a "PK" nail with shiner previously found at the apparent westerly most southwest corner of said Moroney Farms, Phase Two bore South, 00° 45' 41" West, 377.10 feet (Plat 377.14 feet);

THENCE North, 00° 45' 51" East, within said Bradshaw Drive, along the west line of said IDI tract, a distance of 645.16 feet to a "PK" nail with shiner found at an angle point in the west line of said IDI tract, from which a "PK" nail with shiner found bears South, 82° 03' 13" West, 5.51 feet;

THENCE North, 00° 16' 08" East, within said Bradshaw Drive along the west line of said IDI tract, at a distance of 39.20 feet passing a 1/2" rebar found, said point being 1.07 feet to the east of line, at a distance of 39.35 feet passing a "PK" nail with shiner found at the apparent northeast corner of said Arlington I.S.D. tract, said point being 1.82 feet to the west of line, continuing a total distance of 266.14 feet to a "PK" nail set at the intersection with the south line of Plano Parkway (right-of-way varies per Volume 5596, Page 1362, DRCCT), from which a 5/8" rebar found at the northwest corner of said IDI tract bears North, 00° 16' 08" East, 708.80 feet and a 1/2" rebar with a red plastic cap stamped "W.A.I." previously found, bore North, 89° 56' 21" West, 29.26 feet;

THENCE along the south line of said Plano Parkway, traversing said IDI tract, as follows:

South 89° 56' 21" East, at a distance of 0.78 feet passing a 1/2" rebar with a red plastic cap stamped "W.A.I." previously found, continuing a total distance of 30.77 feet (Right-Of-Way Deed 35.28 feet) to a 1/2" rebar with a yellow plastic cap stamped "Goodwin & Marshall" set (hereafter referred to a 1/2" rebar capped set) at the location of 1/2" rebar with a plastic cap stamped "W.A.I." previously found (now obliterated);

Legal Description for Phase I Tract (cont.)

North, 00° 03' 39" East, a distance of 10.00 feet (Right-Of-Way Deed 10.00 feet) to a 1/2" rebar capped set at the location of 1/2" rebar with a plastic cap stamped "W.A.I." previously found (now obliterated);

North, 45° 03' 39" East, a distance of 14.14 feet (Right-Of-Way Deed 14.14 feet) to a 1/2" rebar capped set at the location of 1/2" rebar with a plastic cap stamped "W.A.I." previously found (now obliterated);

South, 89° 56' 21" East, a distance of 571.85 feet (Right-Of-Way Deed 571.85 feet) to a 1/2" rebar capped set at the location of 1/2" rebar with a plastic cap stamped "W.A.I." previously found (now obliterated) at the point of curvature of a curve to the left, having a radius of 1,055.00 feet;

Northeasterly, along said curve, having a central angle of 37° 49' 58", an arc distance of 696.62 feet (Right-Of-Way Deed 696.95 feet) and a chord that bears North, 71° 08' 40" East, 684.04 feet to a 1/2" rebar capped set at the intersection with the southwesterly line of a tract of land as described in deed to Dallas Area Rapid Transit Acquisition Corporation (DART), recorded in Volume 3424, Page 126, DRCCT, from which a 5/8" rebar found at the northwest corner of said IDI tract bears North, 69° 33' 31" West, 1,341.09 feet;

THENCE South, 69° 33' 31" East, departing the southerly line of said Plano Parkway, along the southwesterly line of said DART tract and the north line of said IDI tract, a distance of 1,725.04 feet to a 1/2" rebar found at the northeast corner of said IDI tract and the northwest corner of a tract of land as described in deed to Texas Power & Light Company, recorded in Volume 595, Page 403, DRCCT, from which a one-inch steel pipe found bears North, 28° West, 0.69 feet;

THENCE South 02° 56' 55" West, departing the southwesterly line of said DART tract, along the east line of said IDI tract and the west line of said Texas Power & Light Company tract, a distance of 370.16 feet (TP&L Deed 369.00 feet) to a 1/2" rebar with a red plastic cap stamped "F-D" found at the southeast corner of said IDI tract, the southwest corner of said Texas Power & Light Company tract, and an angle point in the north line of Moroney Farms, Phase One, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet M, Slide 339, Plat Records, Collin County, Texas;

THENCE South, 86° 25' 02" West, along the north line of said Moroney Farms, Phase One and the south line of said IDI tract, at a called distance of 1,010.89 feet passing the northwest corner of said Moroney Farms, Phase One and the northeast corner of said Moroney Farms, Phase Two, continuing along the south line of said IDI tract and the north line of said Moroney Farms Phase Two, a total distance of 2,872.81 feet (Plats 2872.68 feet) the POINT OF BEGINNING and CONTAINING 2,331,564 square feet or 53.525 acres of land, save and except any rights to the public or others within and along said Bradshaw Drive.

ZC 2010-02
Legal Description for Phase 2 Tract

BEING a tract of land situated in the G.H. Pegues Survey, Abstract No. 700, City of Plano, Collin County, Texas, being a portion of that tract of land as described in deed to Industrial Developments International (Texas), L.P., recorded in Volume 4982, Page 1642, Deed Records, Collin County, Texas (DRCCT) and being more particularly described as follows:

COMMENCING at a railroad spike set at the location of a "PK" nail with shiner previously found (now obliterated) in Bradshaw Drive (formerly North Star Road - a non dedicated variable width right-of-way) at the southwest corner of said Industrial Developments International (Texas), L.P. tract (hereafter referred to as IDI tract) and the apparent northwest corner of the amending plat of Moroney Farms, Phase Two, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet N, Slide 851, Plat Records, Collin County, Texas;

THENCE North, $00^{\circ} 45' 51''$ East, within said Bradshaw Drive, along the west line of said IDI tract, a distance of 645.16 feet to a "PK" nail with shiner found at an angle point in the west line of said IDI tract;

THENCE North, $00^{\circ} 16' 08''$ East, within said Bradshaw Drive, along the west line of said IDI tract, a distance of 396.14 feet to a 1/2" rebar with yellow plastic cap stamped "Goodwin & Marshall" set (hereafter referred to as 1/2" rebar capped set) at the intersection with the north line of Plano Parkway (right-of-way varies per Volume 5596, Page 1362, DRCCT), being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" rebar with a red plastic cap stamped "W.A.I." previously found bore North, $89^{\circ} 56' 21''$ West, 15.70 feet;

THENCE North, $00^{\circ} 16' 08''$ East, within said Bradshaw Drive, along the west line of said IDI tract, a distance of 578.80 feet to a 5/8" rebar found at the northwest corner of said IDI tract, said point lying in the southwesterly line of a tract of land as described in deed to Dallas Area Rapid Transit Acquisition Corporation (DART), recorded in Volume 3424, Page 126, DRCCT, from which a "PK" nail found (now obliterated) bore South $60^{\circ} 06' 19''$ East, 0.17 feet, a "PK" nail with shiner found bears North, $87^{\circ} 13' 28''$ East, 0.63 feet, and a 3/4" rebar in concrete found bears North, $69^{\circ} 33' 31''$ West, 52.01 feet;

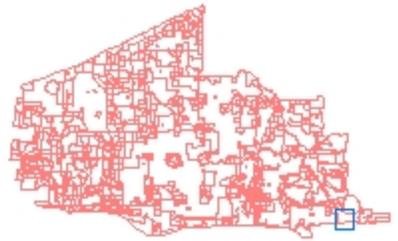
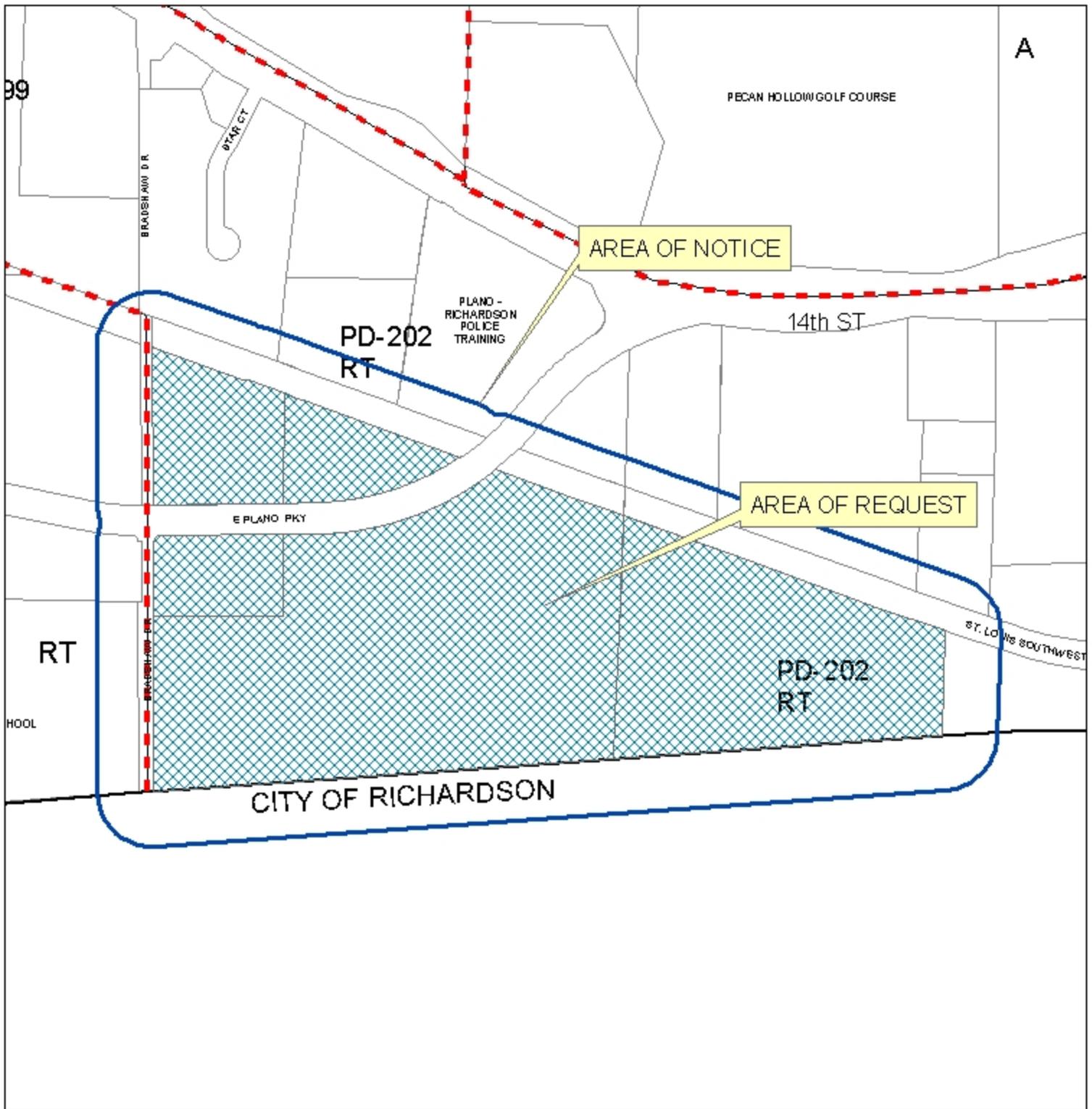
THENCE South, $69^{\circ} 33' 31''$ East, departing said Bradshaw Drive, along the southwesterly line of said DART tract and the north line of said IDI tract, a distance of 1,208.65 feet to a 1/2" rebar capped set at the intersection with the northerly line of said Plano Parkway, from which a 1/2" rebar found at the northeast corner of said IDI tract bears South $69^{\circ} 33' 31''$ East, 1,857.48 feet;

THENCE departing the southwesterly line of said DART tract, along the northerly line of said Plano Parkway, traversing said IDI tract, as follows:

Southwesterly, along a non tangent curve to the right, having a radius point that bears North $33^{\circ} 32' 17''$ West, 945.00 feet, a central angle of $33^{\circ} 35' 56''$, an arc distance of 554.16 feet (Right-Of-Way Deed 554.48 feet) and a chord that bears South, $73^{\circ} 15' 41''$ West, 546.25 feet to a 1/2" rebar capped set at the location of

Legal Description for Phase 2 Tract (cont.)

a 1/2" rebar with a red plastic cap stamped "W.A.I." previously found (now obliterated) at the point of tangency;
North, 89° 56' 21" West, a distance of 612.15 feet (Right-Of-Way Deed 615.82 feet) to the POINT OF BEGINNING and CONTAINING 391,401 square feet or 8.985 acres of land, save and except any rights to the public or others within and along said Bradshaw Drive.

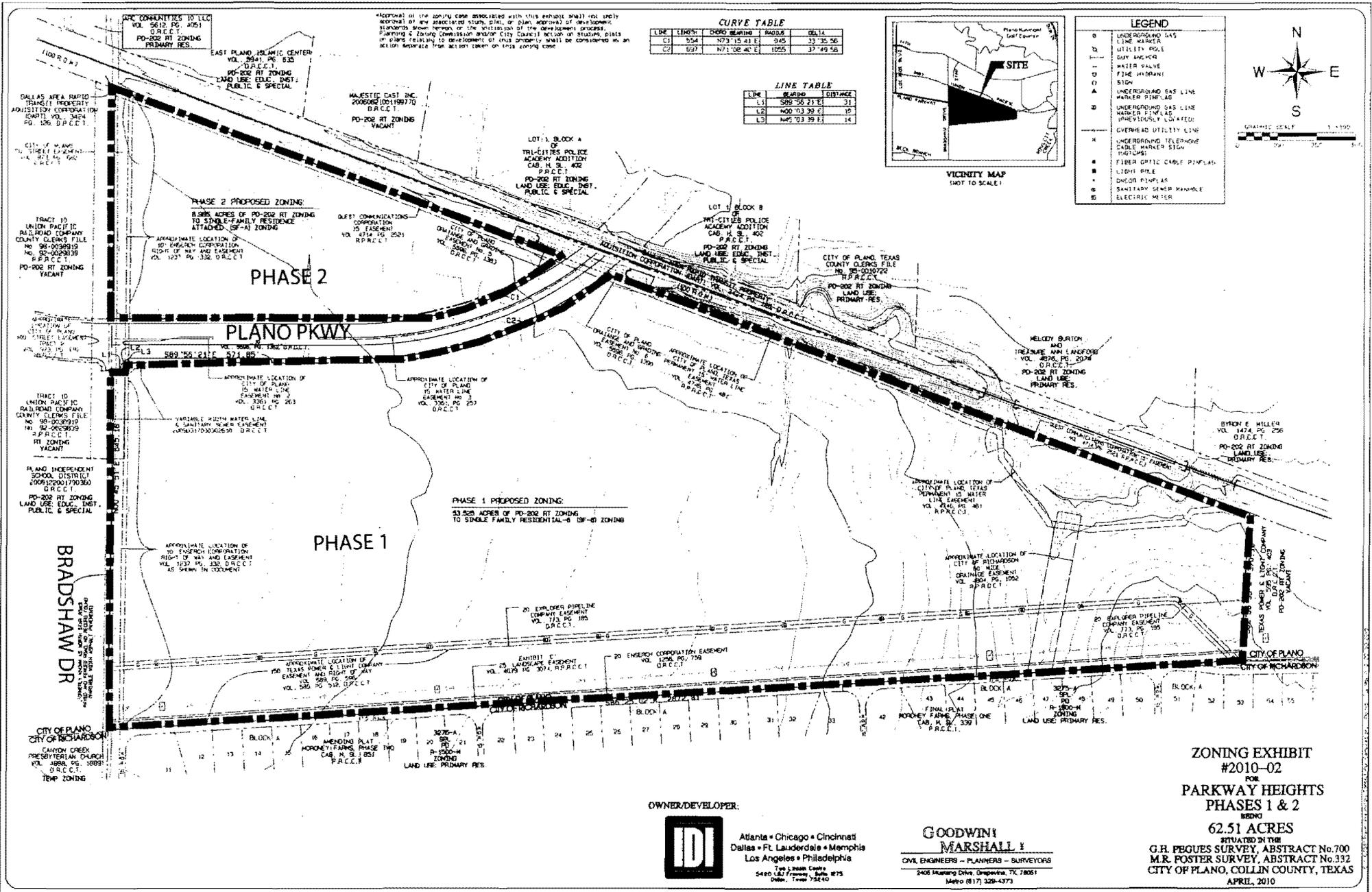


Zoning Case #: 2010-02

Existing Zoning: PLANNED DEVELOPMENT-202-RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



CURVE TABLE

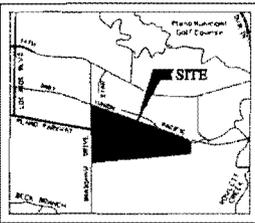
LINE	LENGTH	CHORD BEARING	RADIUS	DELTA
C1	154	S73°15'41"E	345	33°25'56"
C2	537	N71°02'42"E	1055	37°49'58"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°56'21"E	31
L2	N00°03'39"E	10
L3	N85°03'39"E	14

LEGEND

- 0 UNDERGROUND GAS LINE MARKER
- 1 UTILITY POLE
- 2 GUY ANCHOR
- 3 WATER VALVE
- 4 FINE MESH NET
- 5 SIGN
- 6 UNDERGROUND GAS LINE MARKER PINFLAG
- 7 UNDERGROUND GAS LINE MARKER PINFLAG (PREVIOUSLY LOCATED)
- 8 OVERHEAD UTILITY LINE
- 9 UNDERGROUND TELEPHONE CABLE MARKER SIGN (PUSHOUT)
- 10 FIBER OPTIC CABLE PINFLAG
- 11 LIGHT POLE
- 12 DISC OR PINFLAG
- 13 SANITARY SEWER MANHOLE
- 14 ELECTRIC METER



ARC COMMUNITIES TO LLC
VOL. 5612 PG. 405
D.P.C.C.T.
PD-202 RT ZONING
PRIMARY RES.

EAST PLANO ISLAMIC CENTER
VOL. 5641 PG. 533
D.P.C.C.T.
PD-202 RT ZONING
LAND USE EDUC. INST.
PUBLIC & SPECIAL

*Approval of the zoning case associated with this exhibit shall not imply approval of any associated utility, water, or plan approval of development. Reviewers, herein, of the exhibition of the development process. Planning & Zoning Commission and/or City Council action on studies, plans or plans resulting in development of lands primarily shall be considered as an action separate from action taken on this zoning case.

MAJESTIC EAST INC.
20060821001199770
D.P.C.C.T.
PD-202 RT ZONING
VACANT

LOT 1, BLOCK A
OF
TRI-CITIES POLICE
ACADEMY ADDITION
CAB. N. S. 402
P.P.C.C.T.
PD-202 RT ZONING
LAND USE EDUC. INST.
PUBLIC & SPECIAL

LOT 1, BLOCK B
OF
TRI-CITIES POLICE
ACADEMY ADDITION
CAB. N. S. 402
P.P.C.C.T.
PD-202 RT ZONING
LAND USE EDUC. INST.
PUBLIC & SPECIAL

CITY OF PLANO, TEXAS
COUNTY CLERKS FILE
NO. 20100772
H.P.A.C.C.T.
PD-202 RT ZONING
LAND USE
PRIMARY RES.

PHASE 2 PROPOSED ZONING:
8.905 ACRES OF PD-202 RT ZONING
TO SINGLE-FAMILY RESIDENCE
ATTACHED (SF-A) ZONING

PHASE 2

PLANO PKWY

PHASE 1 PROPOSED ZONING:
33.928 ACRES OF PD-202 RT ZONING
TO SINGLE-FAMILY RESIDENTIAL-8 (SF-8) ZONING

PHASE 1

ZONING EXHIBIT
#2010-02

FOR
PARKWAY HEIGHTS
PHASES 1 & 2

BEING

62.51 ACRES

SITUATED IN THE
G.H. PEQUES SURVEY, ABSTRACT No. 700
M.R. POSTER SURVEY, ABSTRACT No. 332
CITY OF PLANO, COLLIN COUNTY, TEXAS

APRIL, 2010

OWNER/DEVELOPER:



Atlanta • Chicago • Cincinnati
Dallas • Ft. Lauderdale • Memphis
Los Angeles • Philadelphia

The IDI Group Corp. 1215
5480 LBJ Freeway, Suite 1215
Dallas, Texas 75240

GOODWIN
MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS

2408 Mustang Drive, Irving, TX 76051
Metro (817) 329-4373

BRADSHAW DR

DALLAS AREA RAPID
TRANSIT PROPERTY
ACQUISITION CORPORATION
COUNTY VOL. 3424
PG. 126 D.P.C.C.T.

CITY OF PLANO
TRACT 10
UNION PACIFIC
RAILROAD COMPANY
COUNTY CLERKS FILE
NO. 98-000939
NO. 92-202829
H.P.A.C.C.T.
PD-202 RT ZONING
VACANT

TRACT 10
UNION PACIFIC
RAILROAD COMPANY
COUNTY CLERKS FILE
NO. 98-000939
NO. 92-202829
H.P.A.C.C.T.
PD-202 RT ZONING
VACANT

TRACT 10
UNION PACIFIC
RAILROAD COMPANY
COUNTY CLERKS FILE
NO. 98-000939
NO. 92-202829
H.P.A.C.C.T.
PD-202 RT ZONING
VACANT

PLANO INDEPENDENT
SCHOOL DISTRICT
200612200170030
D.P.C.C.T.
PD-202 RT ZONING
LAND USE EDUC. INST.
PUBLIC & SPECIAL

CITY OF RICHARDSON
CANDON GREY
PRESBYTERIAN CHURCH
VOL. 3884 PG. 1889
D.P.C.C.T.
THE ZONING

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 330 PG. 203
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF PLANO
50' WATER LINE
EASEMENT NO. 3
VOL. 330 PG. 203
D.P.C.C.T.

APPROXIMATE LOCATION OF
10' ENSERCH CORPORATION
RIGHT OF WAY AND EASEMENT
NO. 773 PG. 332 D.P.C.C.T.
AS SHOWN IN FOOTNOT

APPROXIMATE LOCATION OF
PD. TEXAS POWER & LIGHT COMPANY
EASEMENT AND RIGHT OF WAY
VOL. 589 PG. 406
VOL. 589 PG. 512 D.P.C.C.T.

EXHIBIT C
25 LANDSCAPE EASEMENT
VOL. 400 PG. 304 H.P.A.C.C.T.

20 ENSERCH CORPORATION EASEMENT
VOL. 126 PG. 798
D.P.C.C.T.

APPROXIMATE LOCATION OF
CITY OF RICHARDSON
10' WIRE
CONTIGUOUS EASEMENT
VOL. 804 PG. 1050
H.P.A.C.C.T.

APPROXIMATE LOCATION OF
CITY OF RICHARDSON
10' WIRE
CONTIGUOUS EASEMENT
VOL. 804 PG. 1050
H.P.A.C.C.T.

20 ENSERCH PIPELINE
COMPANY EASEMENT
VOL. 773 PG. 332
D.P.C.C.T.

20 ENSERCH PIPELINE
COMPANY EASEMENT
VOL. 773 PG. 332
D.P.C.C.T.

