

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., JUNE 27, 2005 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|-----|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 20 min |
| | A. Respond to questions and receive legal advice on agenda items | | |
| | B. Verizon cable negotiations | | |
| | C. Xiaoming Deng vs. Tommy Renee Rodenberger and the City of Plano | | |
| II. | Real Estate | | |
| | Acquisition of Land for Fire Station 12 | Upchurch | 10 min. |

PRELIMINARY OPEN MEETING

- | | | | |
|-------|--|---------|---------|
| I. | Consideration and action resulting from executive session discussion | Council | 5 min. |
| II. | DART Status Report | Pope | 5 min. |
| III. | Mobility Report | Neal | 8 min. |
| IV. | Comprehensive Monthly Financial Report | McGrane | 2 min. |
| V. | Discussion and Direction re Council Stipends | Council | 10 min. |
| VI. | Personnel Appointments
TIF Reinvestment Zone 2 Board | Council | 5 min. |
| VII. | Council items for discussion/action on future agendas | Council | 5 min. |
| VIII. | Consent and Regular Agenda | Council | 3 min. |

- | | | | |
|-----|-----------------|---------|--------|
| IX. | Council Reports | Council | 2 min. |
| | A. | | |
| | B. | | |
- Council May Receive Information, discuss and provide direction on the following reports:
- Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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

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



CITY COUNCIL

1520 AVENUE K

DATE: June 27, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION: Father Andrew Semler
Prince of Peace Catholic Community

PLEDGE OF ALLEGIANCE:

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 AND SPECIAL RECOGNITION</u></p> <p>Presentation: Gifts to the City from Mayor Lin of HsinChu City, Delivered by PISD Students Who Visited Taiwan</p> <p>Special Recognition: Tom Wolfe – First Ever World Master’s Swimmer of the Year</p> <p>Presentation: The Regional Cooperation Award to Environmental Waste</p> <p>Proclamation: “July is Parks and Recreation Month”</p> <p><u>CERTIFICATE OF APPRECIATION</u></p> <p><u>Technology Commission</u> Jim Ryan</p> <p><u>Transportation Advisory Committee</u> Jess Fox</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p> <p>* <u>BOARD/COMMISSION REPORTS</u> Senior Citizens Advisory Board Transportation Advisory Committee</p> <p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u> June 13, 2005</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) To approve Bid No. B181-05 for the 2004-2005 Arterial Concrete Replacement Project, Shiloh Road, Park Boulevard and San Gabriel Drive to Hencie International, Inc. in the amount of \$429,850. This project will involve the repair of street paving along Shiloh Road between 14th Street and Park Boulevard, Park Boulevard from Shiloh Road to the east City limits and San Gabriel Drive from Parker Road to Merriman Drive.</p> <p>(c) To approve Bid No. B189-05 for Ravenglass Drive and View Place Street Reconstruction to McMahan Contracting, LP, in the amount of \$584,740. This project consists of the reconstruction of Ravenglass Drive from Park Boulevard to Faringdon Drive and the reconstruction of View Place from Mission Ridge Road to Horizon Place.</p> <p>(d) To approve Bid No. B169-05 for Prisoner Transport Vehicle to Baby Jack II Automotive LTD in the amount of \$38,828. This purchase will be utilized in the Police Department to transport prisoners.</p> <p>(e) To approve Bid No. B170-05 for Food Transport Vehicle to Baby Jack II Automotive LTD in the amount of \$28,941. This vehicle will be utilized in Dept. 128 Civic Center Operations.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(f)	To approve Bid No. C099-04 for Batteries: Automotive/Truck/Marine to Metroplex Battery, Continental Battery and Park Cities Ford in the estimated annual amount of \$28,504 for an annual contract with renewals.	
	Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).	
(g)	To authorize the purchase of one (1) Super Vac Special Service Walk-In Aluminum Body on a Spartan Motors Custom Aluminum Chassis in the amount of \$652,646 from Metro Fire Apparatus Specialist, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (FS10-03)	
(h)	To authorize the purchase of carpet and cove base installation in the amount of \$45,027 from Gomez Floor Covering, Inc. through a Texas Association of School Boards contract, and authorizing the City Manager to execute all necessary documents. (Texas Association of School Boards Contract Number #167-03).	
(i)	To authorize the purchase of network infrastructure equipment in the amount of \$108,547 from IBM Direct through the Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR#SDD-190)	
(j)	To authorize the purchase of new weight equipment in the amount of \$29,732 from Life Fitness through a TXMAS contract, and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 5-78040).	
(k)	To authorize the purchase of Milliken Brand Carpet in the amount of \$139,082 from Milliken Carpet through a US Communities contract, and authorizing the City Manager to execute all documents. (Communities Contract Number MQ# 03-1564).	
(l)	To authorize the purchase of handheld and moving radar units in the amount of \$93,025 from Applied Concepts through a H-GAC contract, and authorizing the City Manager to execute all necessary documents. (H-GAC Contract No. EF04-05)	
(m)	To authorize the purchase of fire protective clothing for structural fire fighting in the amount of \$39,313 from Quaker Safety Products Corporation through City of Plano Contract No. C037-04, and authorizing the City Manager to execute all necessary documents.	
	Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)	
(n)	To approve and authorize a contract with Carter & Burgess, Inc. to provide engineering services in conjunction with pond dredging at Big Lake Park pond in an amount not to exceed \$57,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Change Order: (Change to current City of Plano contract allowable under State law)</p> <p>(o) To Rone Engineers, Ltd. increasing the professional services contract by \$6,850 for Premier Drive – Ruisseau Drive to Heritage Drive, Contract Modification No. 1.</p> <p>Approval of Reimbursement of Oversize Participation</p> <p>(p) To approve and authorize reimbursement to Daltex Mapleshade, Inc. for oversize paving participation in Mapleshade Road in the amount of \$33,340.</p> <p>(q) To approve and authorize reimbursement to Preston Parker, LP, for oversize participation for paving improvements in Tulane Drive associated with construction of Preston Lakes, Phase III Addition, in the amount of \$110,236.</p> <p><u>Adoption of Resolutions</u></p> <p>(r) To approve the terms and conditions of an agreement between the City of Plano and the Plano International Festival, authorizing its execution by the City Manager; and providing an effective date.</p> <p>(s) To authorize the purchase of specialized online database library materials for the Plano Public Library System in the amount of \$30,622 from <i>infoUSA</i>, a sole source supplier of such materials; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.</p> <p>(t) To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Lexington Luxury Builders LLC., a Texas Limited Liability Corporation, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of the Rice Field and Bahi properties located at the southwest corner of 18th Street and Avenue G, in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(u) To adopt the implementation of the National Incident Management System (NIMS); and providing an effective date.</p> <p>(v) To authorize the purchase of software and support services related to the expansion of the existing energy management system to include control of HVAC systems at Liberty Recreation Center from Johnson Controls, Inc., the sole source supplier of such a system; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase in the amount of \$34,550; and providing an effective date.</p> <p>(w) To approve the terms and conditions of a Real Estate Agreement by and between the City of Plano, Texas, and GKN Venture, Ltd., for the acquisition of a 0.874 acre sanitary sewer easement, a 2.774 acre temporary construction easement, and a 0.447 acre temporary access easement, all located north of Ridgeview Drive and west of Independence Parkway, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(x)	<p>To approve the establishment of a Chapter 380 grant pursuant to the terms and conditions of a park development and maintenance agreement for Bishop Road by and between EDS Information Services L.L.C. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p>	
(y)	<p>To abandon all right, title and interest of the City, in and to that certain 24' fire lane, access and utility easement recorded in Volume 5779 at Page 3165 of the Collin County Land Records and being situated in the Mary Ann Taylor Survey, Abstract Number 897 and located west of Dallas North Tollway and approximately 2550 feet south of Park Boulevard in the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Sewell Village Cadillac Company Inc., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(z)	<p>To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-73(b) of the City of Plano Code of Ordinances, to establish school zones on Cloverhaven Way, Marsalis Lane, and Mosswood Drive during the time periods of 7:15 a.m. through 8:15 a.m., and 2:30 p.m. through 3:15 p.m. on school days; and providing a severability clause, a penalty clause, and an effective date.</p>	
(aa)	<p>To amend Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano to comply with state law requirements for solicitation in rights-of-way; providing a penalty clause; a severability clause; a repealing clause; a publication clause; and an effective date.</p>	
(bb)	<p>To repeal amended Ordinance No. 2005-2-8; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2004-2005; establishing the authorized number and effective dates of such positions for each classification effective October 4, 2004 and February 14, 2005 and April 1, 2005 and June 13, 2005 respectively; establishing a salary plan for the Police and Fire Departments effective October 4, 2004; and providing a repealer clause, a severability clause and an effective date.</p>	
(cc)	<p>To adopt and enact Supplement Number 69 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Council discussion and direction regarding selection of a Deferred Compensation Administrator.	
(2)	Public Hearing for consideration of funding options for S.H. 121 main lanes from Dallas North Toll Road to U.S. 75.	
(3)	Public Hearing and consideration of an ordinance to approve a project for construction of Shiloh Road from Royal Oaks Drive to Parker Road, requiring the use or taking of a portion of City of Plano public Park Land located in the Santa Fe Trail south of Parker Road, providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the Park Land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.	
(4)	A Resolution to approve the construction of Shiloh Road from Royal Oaks Drive to Parker Road being in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas across a portion of park located in the Santa Fe Trail south of Parker Road; and authorizing the execution of a Special Warranty Deed by the City Manager; and providing an effective date.	
(5)	Public Hearing and direction on the design of Shiloh Road extension from Royal Oaks Drive to Parker Road.	
(6)	Public Hearing and an ordinance as requested in Zoning Case 2005-17 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 29.7± acres located at the northwest corner of Kings Manor Lane and Spring Creek Parkway in the City of Plano, Collin County, Texas, from Multifamily Residence-2 to Planned Development-160-Patio Home (PD-160-PH); directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Prosper Land Company	
(7)	Public Hearing and an ordinance as requested in Zoning Case 2005-18 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 8.7± acres located at the southeast corner of Dallas North Tollway and Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: EDS Information Services	
(8)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-20 – To amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) and additional subsections of Article 2 (Zoning Districts and Uses), planned developments, and specific use permits of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, pertaining to manufacturing uses; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



June 22, 2005

Pat Evans
Mayor

Ken Lambert
Mayor Pro Tem

Scott Johnson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Sally Magnuson
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

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

Honorable Mayor and City Council:

We will begin our meeting at 5 p.m. on Monday in Executive Session with legal advice and real estate.

The Preliminary Open Meeting agenda consists of the DART Status Report, Mobility Report, and the Comprehensive Monthly Financial Report. You have a discussion and direction item regarding Council stipends and personnel appointments to the TIF Reinvestment Zone 2 Board.

I look forward to seeing you Monday evening.

Sincerely yours,



Thomas H. Muehlenbeck
City Manager

THM/bn

Preliminary Open Meeting Item II.

DART Report
Robert Pope

POM IIa



Transportation Mobility / Safety Report

May 2005

- Traffic Signals:

- *New Signal Construction/Design:*

- Deploy new traffic signal controllers (**Zone 3 – 100% completed**)
- Design traffic signal at Custer and Ridgeview (10% complete)
- Design traffic signal at Ohio and McDermott (**Turned on June 05**)
- Continuing optimization of Zone 1 (central portion of the city) traffic signals (**100% completed**)

- Traffic Safety:

- ✓ **Northbound/southbound DNT service road lane (between Legacy and Headquarters) opened 5/10/05**
- ✓ **Revising Sections 12.72 & 12.73 of the Code of Ordinances (school zones) (60% completed)**
- ✓ **Coordinating with EDS to install STOP signs on new streets in Legacy Town Center South**
- ✓ **Prepared ordinance to establish 35 miles per hour speed limit on Mapleshade Lane (from Ohio Drive to Silver Glen Drive)**
- ✓ **Prepared ordinance to establish parking restrictions on portions of Cloverhaven Way**
- ✓ **Opened new road section of Premier Drive between Parker Road and Spring Creek Parkway**
- ✓ **Analyzing two completed CIP intersection improvement projects to determine their effectiveness (10% completed)**
- Developing "On line Service Request" form for Division web page (**100% completed**)
- Develop 2005 - 2006 HAL/HARS projects (**100% complete**)
- Attended monthly DRMC, TAC, STTC, and ITE meetings

- Safe Streets Program (SSP)

- ✓ **Installed the first full (two-way) chicane on Russell Creek Drive.**
- ✓ **Installed traffic calming devices on Cross Bend Road (from Tumbil Lane to Coit Road).**

Participating Neighborhoods

- Royal Oaks Drive (**Heavy enforcement phase begins 5/2005**)
- Mission Ridge from Parker to Matterhorn (**Heavy enforcement phase ends 5/05**)
- Blue Ridge Trail north of Spring Creek (Temporary Plan under development)
- Parkhaven Drive (Temporary Plan under development)
- Winding Hollow Lane (new participating neighborhood)
- Russell Creek Drive (**Temporary devices installed 5/05**)
- Hawkhurst Drive (Temporary Plan installed, **Permanent Plan under development**)
- Ranier Road (north of Spring Creek Parkway) (Permanent Plan approved by residents)
- Seabrook (Temporary devices installed)
- Cumberland Trail (Temporary devices installed)
- Crossbend from Tumbil Lane to Coit (**Temporary devices installed**)
- Ranier Road south of Spring Creek Parkway (Temporary devices to be installed)
- Sailmaker Drive (Temporary *substitution* devices to be installed)
- Travis Drive (**Temporary devices to be installed 5/05**)
- Lexington Drive (Temporary Plan approved by residents)
- Country Place Drive north of Park Boulevard (**Temporary Plan vote response due 5/05**)
- Peachtree Lane (Temporary Plan being developed)

Pomilla

- Parkhaven Drive (Temporary Plan being developed)
- Silverstone Drive (Temporary Plan being developed)
- Mission Ridge North of Spring Creek (Temporary Plan vote response due 6/05)

- Long Range Planning:

- US-75 Ramp Reversal project. (Working with TxDOT (Austin) on Environmental Assessment document approval)
- Revise Plano Thoroughfare Standards (Graphics work 20% complete)
- Attended DRMC, RTC, STTC meetings

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INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: June 21, 2005

FROM: John F. McGrane 
Director of Finance

SUBJECT: Comprehensive Monthly Finance Report

I will be in San Antonio attending the Government Finance Officers Association National Conference and will not be at the City Council meeting Monday evening.

The comprehensive Monthly Finance Report is included in the agenda packet. If anyone has questions regarding the Report, I will be in the office on Wednesday afternoon and can be reached at extension 7312.

POMIVA



ABOUT THIS REPORT

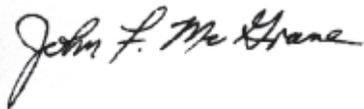
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness of the City's financial positions and economic activity.

This report is comprised of four sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.

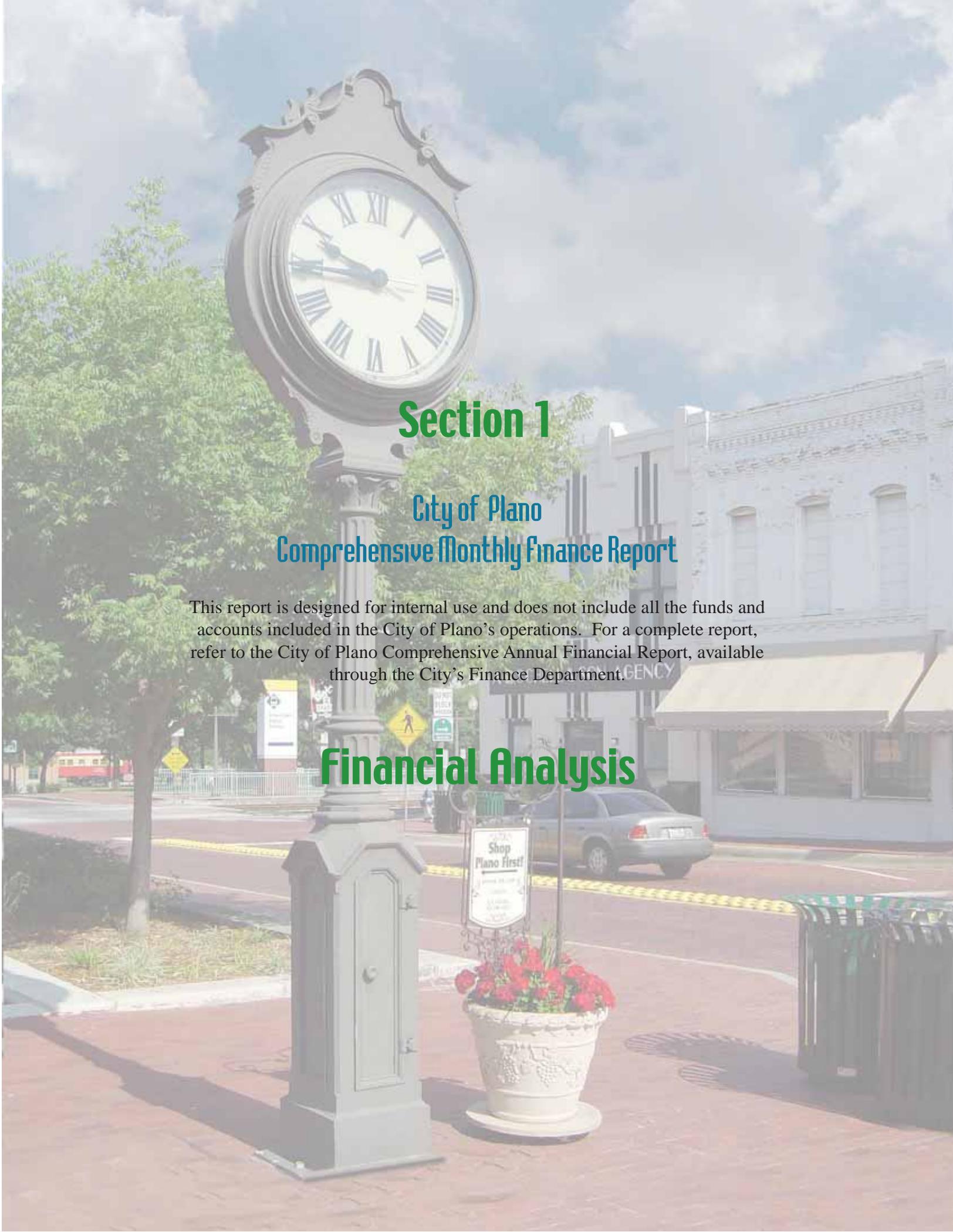
We would like to acknowledge those responsible for this report: Allison Friloux for the Financial Summary, Brent Yowell for the Economic Analysis Report and the Investment Report.

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



John F. McGrane
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135





Section 1

City of Plano Comprehensive Monthly Finance Report

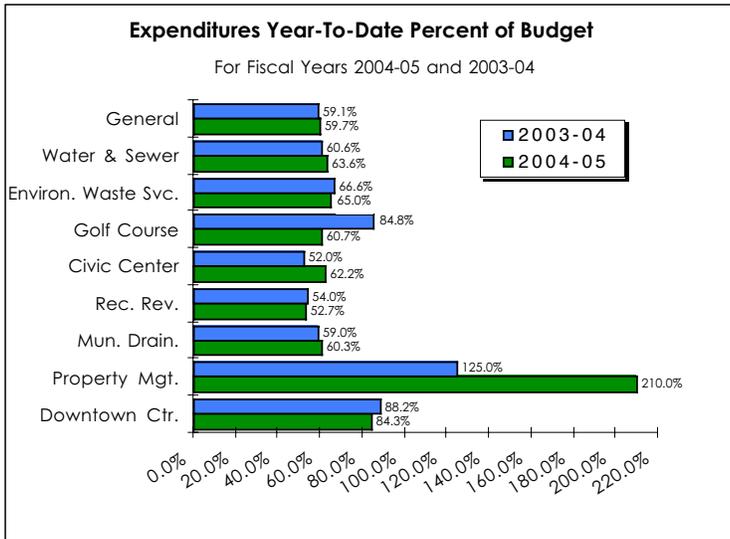
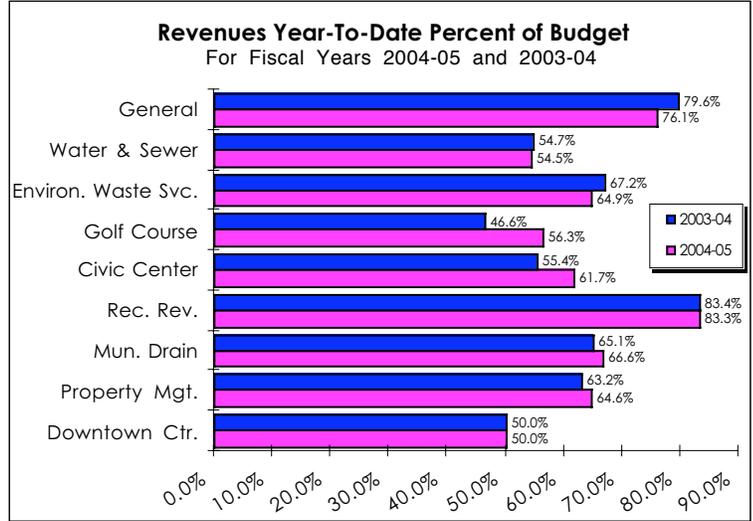
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

Financial Analysis

REPORT NOTES MAY, 2005

The beginning fund balances in all funds are subject to final audit adjustments.

The graph right compares revenue received to date as a percent of budget for this year and last. Funds showing increases as a percent of budget are the Golf Course fund, 9.7%; Civic Center Fund, 6.3%; Municipal Drainage Fund, 1.5%, and the Property Management Fund, 1.4%. Funds showing decreases as a percent of budget are the General Fund, 3.5%; Environmental Waste Fund, 2.3%; Water & Sewer Fund, 0.2%, and the Recreation Revolving Fund, 0.1%. The Downtown Center Development Fund was unchanged as a percent of budget when compared to the prior fiscal year.



The graph left compares expenditures and encumbrances to date as a percent of budget for this year and last.

The funds representing increases in expenditures as a percent of budget are the Property Management Fund, 85.0%; Civic Center Fund, 10.2%; Water & Sewer Fund, 3.0%; Municipal Drainage Fund, 1.3%, and the General Fund, 0.6%. Funds showing decreases as a percent of budget are the Golf Course Fund, 24.1%; Downtown Center Development Fund, 3.9%; Environmental Waste Services Fund, 1.6%, and the Recreation Revolving Fund, 1.3%.



General Fund

Revenues

General Fund total revenues were \$560,000 less than the same period in the prior year. As a percent of budget, revenues decreased 3.5%. The decline in revenue over prior year is due to a decrease in Ad valorem tax revenues, fines and forfeitures, miscellaneous revenues and license and permits. Ad valorem tax revenue decreased \$878,000, as compared to the previous year due to timing and processing of current year payments. Court fines and forfeitures declined \$730,000 as compared to prior year due to a decrease of citations issued in the current year. In the month of May 2004, 9,248 citations were issued as compared to 8,890 issued in May 2005. Miscellaneous revenue decreased \$695,000 as compared to prior year mainly due to a decrease in interest income of \$680,000 for the quarterly adjustment to current market value as required by the Governmental Accounting Standards Board Statement 31. License and permit revenues declined \$122,000 as compared to the prior year due to larger projects such as Presbyterian Hospital building alterations and additions in the prior year. Sales tax revenues increased over prior year by \$1,099,000. When comparing the month of May 2005 and May 2004, a 5.3% increase in sales tax revenues occurred. Fees and service charge revenues increased \$665,000 as compared to prior year. Engineering inspection fee revenues increased \$271,000 attributed to a larger volume of inspections for roadway, residential and commercial projects performed in the current fiscal year. Interlocal-Plan review revenues increased \$115,000 in the current year due to a rise in inspection hours and hourly service rate charged to the City of Murphy. Ambulatory service revenues increased \$120,000 as compared to prior year due to an increase in allowable rates since the Medicare Prescription Drug Act which went into effect July 1, 2004, and emergency 911 revenues increased \$69,000 due to the timing of a \$64,000 payment in the prior year. In addition, there has been an increase of \$54,000 in membership card fees revenue as a result of opening the new Liberty Park Recreation Center. Other taxes also increased in the current year by \$55,000, mainly attributed an increase of \$33,000 in mixed drink tax and \$20,000 in bingo tax.

Expenditures

Expenditures and encumbrances increased \$8,722,000 as compared to prior year. Personal services increased over prior year by \$5,160,000 primarily due to salary increases, as well as an increase in health insurance costs. Contractual / professional services increased \$3,198,000 due to payments for electric utilities rising \$358,000 because of higher rates in the current year. An increase over prior year of \$1,739,000 occurred in technology services charges which are reflective of the 2004-05 budgeted amounts to include the move of telecommunication expenses from the general fund into the technology services fund. Replacement charges for police and fire equipment increased \$428,000 over prior year due to budgeted amounts to repay the replacement fund for equipment purchased in prior years. In addition, park services landscape encumbrances increased \$225,000 over the prior fiscal year due to an increase of outsourcing median and right-of-way maintenance. This increase in outsourcing resulted in approximately \$185,000 of new additional contracts with VMC Landscape Services and Texas Tree & Turf Company. Sundry expenditures increased \$228,000 over prior year because of payment made for the \$40,000 sponsorship of the summer 2005 Engineer It! museum exhibit and the Legacy Town Center 2004 Holiday Lighting Festival of \$39,000 in the current year. In addition, there was an increase in expenditures of \$76,000 attributable to the May 7, 2005 elections. The City also experienced an increase in expenditures of \$19,000 for the Blackland Prairie Festival in the current year. Materials and supplies increased \$217,000 as compared to prior year primarily due to an increase of \$128,000 in minor apparatus as a result of a \$58,000 increase in police purchases, a \$32,000 recreation administration purchase of an automated external defibrillator and an increase of \$23,000 in police and fire encumbrances mainly attributable to the fire department purchase of EZ Radios. In addition, wearing apparel expenditures increased \$28,000 and \$88,000 in the police and fire departments, respectively.

Water and Sewer Fund

Water and Sewer revenues have decreased by \$346,000 when compared to prior fiscal year. Water revenues increased \$514,000 while sewer revenues decreased \$806,000 over prior year. The result of the decrease in sewer revenues is attributed to winter quarter average billing. As a percent of budget, revenues decreased 0.2%.



Total expenses increased \$2,004,000 as compared to prior year. Contractual / professional services increased \$1,771,000 primarily due to increased payments to North Texas Municipal Water District in the current fiscal year. A portion of the increase is attributed to encumbered funds of \$100,000 for internet processing payment services due to popularity increasing for on-line payments. Personal services increased \$338,000 over prior fiscal year due to increased salary and health insurance costs. Materials and supplies increased \$159,000, and maintenance agreements increased \$116,000 as compared to prior year. These increases are primarily attributed to an increase in the current year expenditures and encumbered funds for maintenance parts and supplies of \$180,000 and an encumbered maintenance agreement of \$64,000 pertaining to the automated meter reading project. Capital outlay decreased over prior year by \$284,000 due to purchase of equipment for the automated meter reading project in the prior fiscal year decreasing by \$841,000. This decrease is offset by an increase in capital outlay for the purchase of Rice Field in the current year in the amount of \$551,000. Expenses and encumbrances increased 3.0% as a percent of budget.

Environmental Waste Services Fund

Revenues in the Environmental Waste Services Fund increased \$268,000 over the prior year. Residential and recycling revenues increased \$163,000 and \$68,000, respectively, as compared to last fiscal year. Residential revenues increased \$163,000 due to an increase in customers serviced, while recycling revenues increased in the current year attributed to a rise in the recycling market. As a percent of budget, revenues decreased 2.3%.

Total expenses and encumbrances increased \$449,000 over the prior year. The variance is primarily attributed to salary and health insurance cost increases in the current year in the amount of \$317,000. In addition, capital outlay increased \$116,000 as a result of the approved fiscal year 04-05 budgeted purchase of a tractor, trailer and a tilt cab truck with a dump body. As a percent of budget, expenses and encumbrances decreased 1.6%.

Golf Course Fund

Revenues in the Golf Course Fund increased \$91,000 as compared to prior year. Golf Fund miscellaneous revenues increased \$66,000 due to the \$84,000 appreciation payment for American Golf's management lease sale of a portion of Ridgeview Ranch. In addition, there has been an increase in fees ranging from \$1.00-\$4.00 per round in the current year. Although in the current year more rainfall has occurred, participation has increased on playable days. As a percent of budget, revenues increased 9.7%.

Total expenses and encumbrances decreased \$1,452,000 as compared to prior year. Capital outlay decreased \$1,448,000 over prior year due to completion of the clubhouse. The certificate of occupancy for the clubhouse was issued in March 2004. As a percent of budget, expenses and encumbrances decreased 24.1%.

Civic Center Fund

Revenues in the Civic Center Fund increased \$377,000 as compared to the prior year. Hotel/motel tax revenue increased \$252,000 as compared to the prior year in addition to inside catering revenues increasing \$97,000 due to an increase of catered events being booked at the Plano Centre. Concession revenues also increased \$31,000 due to the opening of the clubhouse at Pecan Hollow. As a percent of budget, revenues increased 6.3%.

Total expenses and encumbrances increased \$592,000 as compared to prior fiscal year. The rise in expenses is primarily attributed to increased salary and health insurance costs in the current year in the amount of \$206,000. Contractual services have increased \$376,000 as compared to the prior year. This variance is primarily due an increase of \$254,000 in contracts-other caused by the timing of the prior year's \$169,000 payment of final grant distributions. In addition, electric payments have increased by \$89,000 due to higher rates experienced in the current year. Expenses and encumbrances increased 10.2% as a percent of budget.



Recreation Revolving Fund

Total revenues are \$14,000 less than prior fiscal year primarily due to an overall decline in program participants. However, an increase in recreation revenues for the Liberty Recreation Center has occurred over prior year due to this facility opening in June 2004. As a percent of budget, revenues decreased 0.1%.

Total expenses and encumbrances decreased \$10,000 as compared to prior year. Due to an overall decrease in participation for recreation programs, contractual labor and educational and recreational materials and supplies has declined \$32,000 and \$17,000, respectively, in the current year. This decrease is offset by an increase in contractual labor services since the opening of Liberty Recreation Center in June 2004. An increase also occurred in personal services due to increased salary and health insurance costs. As a percent of budget, expenses and encumbrances decreased 1.3%.

Municipal Drainage Fund

Municipal Drainage Fund revenues increased \$85,000 over prior year. As a percent of budget, revenues increased 1.5%.

Expenses and encumbrances increased \$90,000 over the prior year. Personal services increased \$43,000 over prior year to due an increase in salary and health insurance costs. Materials and supplies have increased by \$31,000, mainly attributable to purchases made for the public landscape class and various maintenance parts. In addition, an increase of \$16,000 in contractual / professional services as compared to prior year occurred, relating primarily to increased encumbrances for street sweeping services due to various factors such as weather conditions and special assignments where these services are needed. As a percent of budget, expenses and encumbrances increased 1.3%.

Property Management Fund

Rental revenues increased \$3,000 as compared to prior year. As a percent of budget, revenues increased 1.4%.

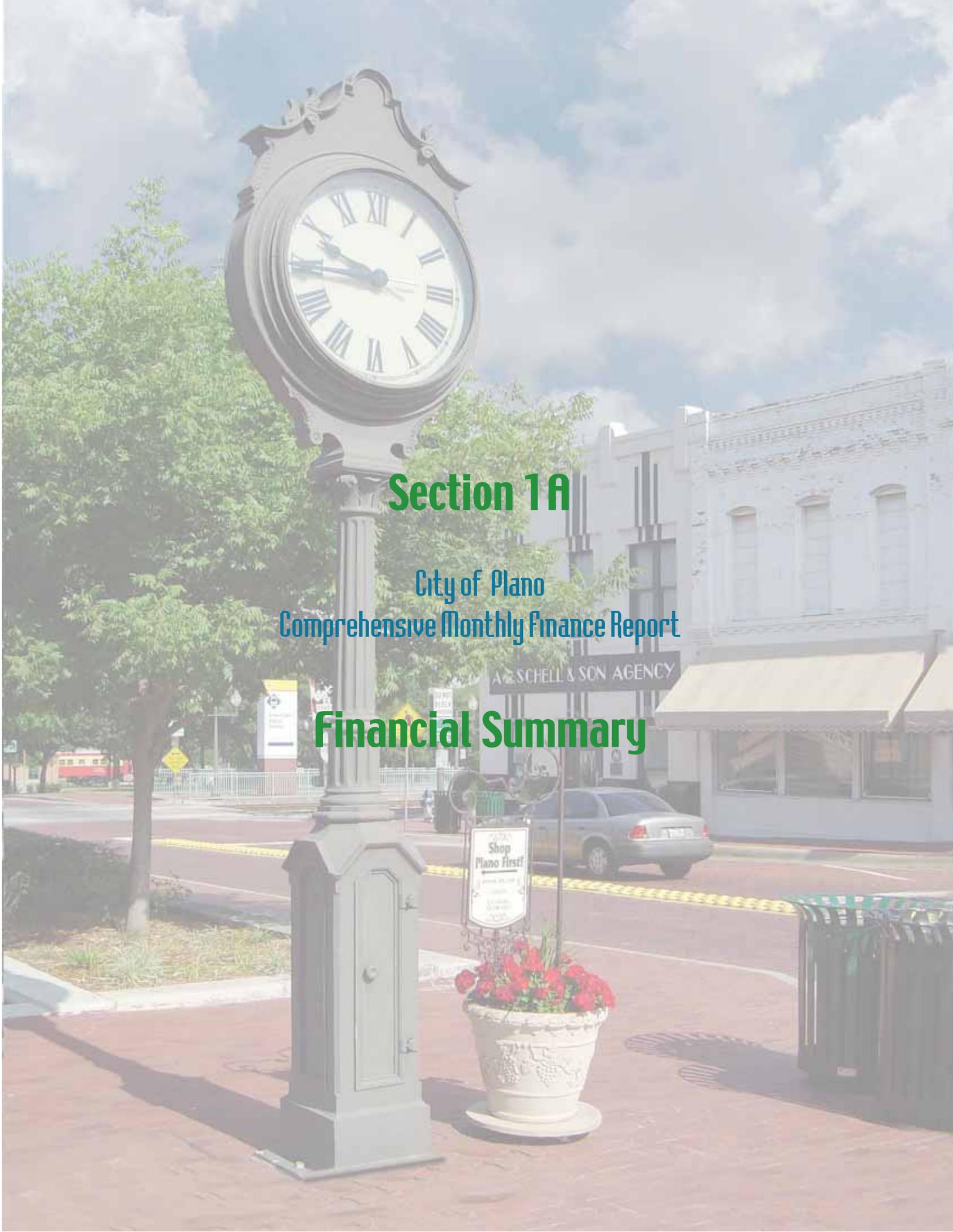
Expenses and encumbrances decreased \$3,000 due to funds in the prior year used to resurface Downtown Center South's parking lot in the amount of \$16,000. An increase occurred in the contractual / professional services in the amount of \$15,000 primarily attributed to a new roof system related to Downtown Center North. As a percent of budget, expenses and encumbrances increased 85.0%.

Downtown Center Development Fund

Rental revenues remained the same as compared to prior year. As a percent of budget, revenues were unchanged.

Expenses and encumbrances decreased \$2,000 as compared to prior year. As a percent of budget, expenses and encumbrances decreased 3.9%.





Section 1 A

City of Plano
Comprehensive Monthly Finance Report

Financial Summary

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2005	\$ 58,007,000	56,951,000	98.2%	147.27
	2004	58,761,000	57,829,000	98.4%	147.62
	2003	57,432,000	56,765,000	98.8%	148.26
Sales tax	2005	48,668,000	35,043,000	72.0%	108.01
	2004	44,279,000	33,944,000	76.7%	114.99
	2003	45,129,000	30,426,000	67.4%	101.13
Other taxes	2005	688,000	412,000	59.9%	89.83
	2004	631,000	357,000	56.6%	84.87
	2003	589,000	331,000	56.2%	84.30
Franchise fees	2005	19,973,000	7,687,000	38.5%	57.73
	2004	19,001,000	7,658,000	40.3%	60.45
	2003	18,565,000	7,704,000	41.5%	62.25
Fines and forfeitures	2005	9,858,000	5,451,000	55.3%	82.94
	2004	9,216,000	6,180,000	67.1%	100.59
	2003	8,749,000	5,930,000	67.8%	101.67
Licenses and permits	2005	4,483,000	3,188,000	71.1%	106.67
	2004	3,820,000	3,310,000	86.6%	129.97
	2003	3,955,000	2,951,000	74.6%	111.92
Fees and service charges	2005	7,098,000	5,162,000	72.7%	109.09
	2004	7,254,000	4,497,000	62.0%	92.99
	2003	7,613,000	4,341,000	57.0%	85.53
Intergovernmental revenue	2005	566,000	455,000	80.4%	120.58
	2004	562,000	439,000	78.1%	117.17
	2003	558,000	465,000	83.3%	125.00
Miscellaneous revenue	2005	1,669,000	621,000	37.2%	55.81
	2004	1,607,000	1,316,000	81.9%	122.84
	2003	1,889,000	939,000	49.7%	74.56
TOTAL REVENUE	2005	151,010,000	114,970,000	76.1%	114.20
	2004	145,131,000	115,530,000	79.6%	119.41
	2003	144,479,000	109,852,000	76.0%	114.05



MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND, continued

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
EXPENDITURES & ENCUMBRANCES:					
Personal services	2005	\$ 127,026,000	74,454,000	58.6%	N/A
	2004	117,516,000	69,294,000	59.0%	N/A
	2003	109,062,000	68,433,000	62.7%	N/A
Materials and supplies	2005	5,482,000	3,215,000	58.6%	87.97
	2004	5,000,000	2,998,000	60.0%	89.94
	2003	5,338,000	2,977,000	55.8%	83.65
Contractual / professional	2005	33,375,000	20,849,000	62.5%	93.70
	2004	30,663,000	17,651,000	57.6%	86.35
	2003	28,806,000	15,740,000	54.6%	81.96
Sundry	2005	981,000	683,000	69.6%	104.43
	2004	838,000	455,000	54.3%	81.44
	2003	873,000	481,000	55.1%	82.65
Reimbursements	2005	(1,432,000)	(880,000)	61.5%	92.18
	2004	(1,419,000)	(867,000)	61.1%	91.65
	2003	(1,176,000)	(792,000)	67.3%	101.02
Capital outlay	2005	1,458,000	1,257,000	86.2%	129.32
	2004	1,100,000	1,325,000	120.5%	180.68
	2003	1,287,000	2,249,000	174.7%	262.12
Total Expenditures and Encumbrances	2005	166,890,000	99,578,000	59.7%	89.50
	2004	153,698,000	90,856,000	59.1%	88.67
	2003	144,190,000	89,088,000	61.8%	92.68
Excess (Deficiency) of Revenues Over Expenditures	2005	(15,880,000)	15,392,000	-	-
	2004	(8,567,000)	24,674,000	-	-
	2003	289,000	20,764,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2005	13,789,000	9,193,000	66.7%	100.00
	2004	13,158,000	8,772,000	66.7%	100.00
	2003	11,598,000	7,732,000	66.7%	100.00
Operating transfers out	2005	(13,339,000)	(9,151,000)	68.6%	102.91
	2004	(12,879,000)	(9,047,000)	70.2%	105.37
	2003	(13,508,000)	(9,356,000)	69.3%	103.89
Excess (Deficiency) of Revenues and Transfers In Over Expenditures and Transfers Out	2005	(15,430,000)	15,434,000		
	2004	(8,288,000)	24,399,000		
	2003	(1,621,000)	19,140,000		
OPERATING FUND BALANCE OCTOBER 1	2005		39,497,000		
	2004		29,802,000		
	2003		22,879,000		
OPERATING FUND BALANCE MAY 31	2005		54,931,000		
	2004		54,201,000		
	2003		42,019,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
 Encumbrances in current year equal \$1,901,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2005	\$ 80,656,000	43,876,000	54.4%	81.60
	2004	80,768,000	44,155,000	54.7%	82.00
	2003	75,086,000	43,221,000	57.6%	86.34
Other fees and service charges	2005	2,188,000	1,270,000	58.0%	87.07
	2004	2,382,000	1,337,000	56.1%	84.19
	2003	<u>2,742,000</u>	<u>1,399,000</u>	51.0%	76.53
TOTAL REVENUE	2005	82,844,000	45,146,000	54.5%	81.74
	2004	83,150,000	45,492,000	54.7%	82.07
	2003	<u>77,828,000</u>	<u>44,620,000</u>	57.3%	86.00
EXPENSES & ENCUMBRANCES:					
Personal services	2005	8,215,000	4,924,000	59.9%	N/A
	2004	7,819,000	4,586,000	58.7%	N/A
	2003	7,464,000	4,585,000	61.4%	N/A
Materials and supplies	2005	1,672,000	1,328,000	79.4%	119.14
	2004	1,585,000	1,169,000	73.8%	110.63
	2003	1,304,000	972,000	74.5%	111.81
Contractual / professional and other	2005	47,595,000	29,394,000	61.8%	92.64
	2004	46,754,000	27,623,000	59.1%	88.62
	2003	44,104,000	26,831,000	60.8%	91.25
Reimbursements	2005	148,000	99,000	66.9%	100.34
	2004	177,000	79,000	44.6%	66.95
	2003	(71,000)	(48,000)	67.6%	101.41
Capital outlay	2005	1,064,000	1,599,000	150.3%	225.42
	2004	2,020,000	1,883,000	93.2%	139.83
	2003	<u>1,994,000</u>	<u>3,662,000</u>	183.7%	275.48
Total Expenses and Encumbrances	2005	58,694,000	37,344,000	63.6%	95.44
	2004	58,355,000	35,340,000	60.6%	90.84
	2003	<u>54,795,000</u>	<u>36,002,000</u>	65.7%	98.55
Excess (Deficiency) of Revenues Over Expenses	2005	24,150,000	7,802,000	-	-
	2004	24,795,000	10,152,000	-	-
	2003	23,033,000	8,618,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2005	469,000	312,000	66.5%	99.79
	2004	469,000	312,000	66.5%	99.79
	2003	469,000	-	-	-
Operating transfers out	2005	(28,413,000)	(18,942,000)	66.7%	100.00
	2004	(27,782,000)	(18,522,000)	66.7%	100.00
	2003	<u>(26,122,000)</u>	<u>(16,915,000)</u>	64.8%	97.13



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND, continued**

	<u>Fiscal Year</u>		<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues and Transfers In Over Expenses and Transfers Out	2005	\$	(3,794,000)	(10,828,000)		
	2004		(2,518,000)	(8,058,000)		
	2003		(2,620,000)	(8,297,000)		
OPERATING FUND BALANCE OCTOBER 1	2005			319,626,000		
	2004			324,442,000		
	2003			<u>326,581,000</u>		
OPERATING FUND BALANCE MAY 31	2005			308,798,000		
	2004			316,384,000		
	2003			<u>318,284,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$1,194,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2005	\$ 5,161,000	3,260,000	63.2%	94.75
	2004	4,963,000	3,261,000	65.7%	98.56
	2003	4,806,000	3,229,000	67.2%	100.78
Refuse collection revenue	2005	11,035,000	7,459,000	67.6%	101.39
	2004	10,444,000	7,223,000	69.2%	103.74
	2003	9,273,000	6,035,000	65.1%	97.62
Other fees and service charges	2005	1,113,000	523,000	47.0%	70.49
	2004	913,000	490,000	53.7%	80.50
	2003	932,000	436,000	46.8%	70.17
TOTAL REVENUE	2005	17,309,000	11,242,000	64.9%	97.42
	2004	16,320,000	10,974,000	67.2%	100.86
	2003	15,011,000	9,700,000	64.6%	96.93
EXPENSES & ENCUMBRANCES:					
Personal services	2005	4,938,000	2,900,000	58.7%	N/A
	2004	4,673,000	2,583,000	55.3%	N/A
	2003	4,384,000	2,564,000	58.5%	N/A
Materials and supplies	2005	265,000	177,000	66.8%	100.19
	2004	266,000	156,000	58.6%	87.97
	2003	352,000	153,000	43.5%	65.20
Contractual / professional	2005	10,361,000	7,177,000	69.3%	103.90
	2004	9,979,000	7,135,000	71.5%	107.25
	2003	9,302,000	6,404,000	68.8%	103.27
Sundry	2005	80,000	49,000	61.3%	91.88
	2004	77,000	63,000	81.8%	122.73
	2003	121,000	45,000	37.2%	55.79
Reimbursements	2005	39,000	9,000	23.1%	34.62
	2004	49,000	42,000	85.7%	128.57
	2003	48,000	25,000	52.1%	78.13
Capital outlay	2005	436,000	165,000	37.8%	56.77
	2004	14,000	49,000	350.0%	525.00
	2003	21,000	35,000	166.7%	250.00
Total Expenses and Encumbrances	2005	16,119,000	10,477,000	65.0%	97.50
	2004	15,058,000	10,028,000	66.6%	99.89
	2003	14,228,000	9,226,000	64.8%	97.27
Excess (Deficiency) of Revenues Over Expenses	2005	1,190,000	765,000	-	-
	2004	1,262,000	946,000	-	-
	2003	783,000	474,000	-	-
TRANSFERS OUT:					
Operating transfers out	2005	(1,160,000)	(774,000)	66.7%	100.09
	2004	(1,282,000)	(854,000)	66.6%	99.92
	2003	(1,130,000)	(753,000)	66.6%	99.96



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND, continued**

	<u>Fiscal Year</u>		<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	\$	30,000	(9,000)		
	2004		(20,000)	92,000		
	2003		(347,000)	(279,000)		
OPERATING FUND BALANCE OCTOBER 1	2005			2,902,000		
	2004			2,305,000		
	2003			2,824,000		
OPERATING FUND BALANCE MAY 31	2005			2,893,000		
	2004			2,397,000		
	2003			2,545,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$522,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL GOLF COURSE FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2005	\$ 1,011,000	518,000	51.2%	76.85
	2004	1,025,000	493,000	48.1%	72.15
	2003	1,072,000	465,000	43.4%	65.07
Miscellaneous revenue	2005	61,000	85,000	139.3%	209.02
	2004	74,000	19,000	25.7%	38.51
	2003	48,000	43,000	89.6%	134.38
TOTAL REVENUE	2005	1,072,000	603,000	56.3%	84.38
	2004	1,099,000	512,000	46.6%	69.88
	2003	1,120,000	508,000	45.4%	68.04
EXPENSES & ENCUMBRANCES:					
Personal services	2005	614,000	378,000	61.6%	N/A
	2004	550,000	327,000	59.5%	N/A
	2003	532,000	323,000	60.7%	N/A
Materials and supplies	2005	151,000	89,000	58.9%	88.41
	2004	157,000	134,000	85.4%	128.03
	2003	157,000	56,000	35.7%	53.50
Contractual / professional and other	2005	171,000	101,000	59.1%	88.60
	2004	234,000	111,000	47.4%	71.15
	2003	216,000	91,000	42.1%	63.19
Capital outlay	2005	-	-	-	-
	2004	1,440,000	1,448,000	100.6%	150.83
	2003	1,695,000	3,572,000	210.7%	316.11
Total Expenses and Encumbrances	2005	936,000	568,000	60.7%	91.03
	2004	2,381,000	2,020,000	84.8%	127.26
	2003	2,600,000	4,042,000	155.5%	233.19
Excess (Deficiency) of Revenues Over Expenses	2005	136,000	35,000	-	-
	2004	(1,282,000)	(1,508,000)	-	-
	2003	(1,480,000)	(3,534,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2005	(54,000)	(36,000)	66.7%	100.00
	2004	(55,000)	(37,000)	67.3%	100.91
	2003	(56,000)	(37,000)	66.1%	99.11
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	82,000	(1,000)		
	2004	(1,337,000)	(1,545,000)		
	2003	(1,536,000)	(3,571,000)		
OPERATING FUND BALANCE OCTOBER 1	2005		2,333,000		
	2004		2,663,000		
	2003		2,717,000		
OPERATING FUND BALANCE MAY 31	2005		2,332,000		
	2004		1,118,000		
	2003		(854,000)		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$23,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
CIVIC CENTER FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Hotel occupancy tax	2005	\$ 2,936,000	1,929,000	65.7%	98.55
	2004	2,805,000	1,677,000	59.8%	89.68
	2003	3,124,000	1,691,000	54.1%	81.19
Fees and service charges	2005	2,467,000	1,405,000	57.0%	85.43
	2004	2,535,000	1,280,000	50.5%	75.74
	2003	<u>2,812,000</u>	<u>1,335,000</u>	47.5%	71.21
TOTAL REVENUE	2005	5,403,000	3,334,000	61.7%	92.56
	2004	5,340,000	2,957,000	55.4%	83.06
	2003	<u>5,936,000</u>	<u>3,026,000</u>	51.0%	76.47
EXPENSES & ENCUMBRANCES:					
Personal services	2005	2,477,000	1,393,000	56.2%	N/A
	2004	2,219,000	1,187,000	53.5%	N/A
	2003	2,250,000	1,203,000	53.5%	N/A
Materials and supplies	2005	753,000	338,000	44.9%	67.33
	2004	803,000	334,000	41.6%	62.39
	2003	939,000	358,000	38.1%	57.19
Contractual / professional and other	2005	2,408,000	1,768,000	73.4%	110.13
	2004	2,492,000	1,392,000	55.9%	83.79
	2003	2,595,000	1,449,000	55.8%	83.76
Capital outlay	2005	-	9,000	-	-
	2004	99,000	3,000	3.0%	4.55
	2003	<u>119,000</u>	<u>16,000</u>	13.4%	20.17
Total Expenses and Encumbrances	2005	5,638,000	3,508,000	62.2%	93.33
	2004	5,613,000	2,916,000	52.0%	77.93
	2003	<u>5,903,000</u>	<u>3,026,000</u>	51.3%	76.89
Excess (Deficiency) of Revenues Over Expenses	2005	(235,000)	(174,000)	-	-
	2004	(273,000)	41,000	-	-
	2003	33,000	-	-	-
TRANSFERS OUT :					
Operating transfers out	2005	(437,000)	(291,000)	66.6%	99.89
	2004	(267,000)	(178,000)	66.7%	100.00
	2003	<u>(544,000)</u>	<u>(347,000)</u>	63.8%	95.68
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	(672,000)	(465,000)		
	2004	(540,000)	(137,000)		
	2003	(511,000)	(347,000)		
OPERATING FUND BALANCE OCTOBER 1	2005		7,504,000		
	2004		7,756,000		
	2003		<u>8,526,000</u>		
OPERATING FUND BALANCE MAY 31	2005		7,039,000		
	2004		7,619,000		
	2003		<u>8,179,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$97,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
RECREATION REVOLVING FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2005	\$ 2,522,000	2,094,000	83.0%	124.54
	2004	2,543,000	2,129,000	83.7%	125.58
	2003	2,551,000	2,128,000	83.4%	125.13
Miscellaneous revenue	2005	35,000	36,000	102.9%	154.29
	2004	29,000	15,000	51.7%	77.59
	2003	26,000	29,000	111.5%	167.31
TOTAL REVENUE	2005	2,557,000	2,130,000	83.3%	124.95
	2004	2,572,000	2,144,000	83.4%	125.04
	2003	2,577,000	2,157,000	83.7%	125.55
EXPENSES & ENCUMBRANCES:					
Personal services	2005	1,004,000	461,000	45.9%	N/A
	2004	987,000	433,000	43.9%	N/A
	2003	891,000	417,000	46.8%	N/A
Materials and supplies	2005	174,000	107,000	61.5%	92.24
	2004	203,000	134,000	66.0%	99.01
	2003	212,000	143,000	67.5%	101.18
Contractual / professional	2005	1,220,000	699,000	57.3%	85.94
	2004	1,179,000	708,000	60.1%	90.08
	2003	1,116,000	739,000	66.2%	99.33
Sundry	2005	32,000	14,000	43.8%	65.63
	2004	21,000	15,000	71.4%	107.14
	2003	36,000	16,000	44.4%	66.67
Capital outlay	2005	-	-	-	-
	2004	-	1,000	-	-
	2003	-	6,000	-	-
Total Expenses and Encumbrances	2005	2,430,000	1,281,000	52.7%	79.07
	2004	2,390,000	1,291,000	54.0%	81.03
	2003	2,255,000	1,321,000	58.6%	87.87
Excess (Deficiency) of Revenues Over Expenses	2005	127,000	849,000	-	-
	2004	182,000	853,000	-	-
	2003	322,000	836,000	-	-
TRANSFERS OUT:					
Operating transfers out	2005	(128,000)	(85,000)	66.4%	99.61
	2004	(129,000)	(86,000)	66.7%	100.00
	2003	(129,000)	(86,000)	66.7%	100.00
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	(1,000)	764,000		
	2004	53,000	767,000		
	2003	193,000	750,000		
OPERATING FUND BALANCE OCTOBER 1	2005		123,000		
	2004		7,000		
	2003		11,000		
OPERATING FUND BALANCE MAY 31	2005		887,000		
	2004		774,000		
	2003		761,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$16,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL DRAINAGE FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2005	\$ 4,788,000	3,191,000	66.6%	99.97
	2004	4,782,000	3,102,000	64.9%	97.30
	2003	4,415,000	3,058,000	69.3%	103.90
Miscellaneous revenue	2005	35,000	20,000	57.1%	85.71
	2004	20,000	24,000	120.0%	180.00
	2003	5,000	15,000	300.0%	450.00
TOTAL REVENUE	2005	4,823,000	3,211,000	66.6%	99.87
	2004	4,802,000	3,126,000	65.1%	97.65
	2003	4,420,000	3,073,000	69.5%	104.29
EXPENSES & ENCUMBRANCES:					
Personal services	2005	1,005,000	580,000	57.7%	N/A
	2004	912,000	537,000	58.9%	N/A
	2003	864,000	452,000	52.3%	N/A
Materials and supplies	2005	120,000	100,000	83.3%	125.00
	2004	119,000	69,000	58.0%	86.97
	2003	124,000	59,000	47.6%	71.37
Contractual / professional and other	2005	844,000	505,000	59.8%	89.75
	2004	828,000	489,000	59.1%	88.59
	2003	798,000	472,000	59.1%	88.72
Capital outlay	2005	-	2,000	-	-
	2004	-	2,000	-	-
	2003	-	5,000	-	-
Total Expenses and Encumbrances	2005	1,969,000	1,187,000	60.3%	90.43
	2004	1,859,000	1,097,000	59.0%	88.52
	2003	1,786,000	988,000	55.3%	82.98
Excess (Deficiency) of Revenues Over Expenses	2005	2,854,000	2,024,000	-	-
	2004	2,943,000	2,029,000	-	-
	2003	2,634,000	2,085,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2005	-	1,315,000	-	-
	2004	-	-	-	-
	2003	-	-	-	-
Operating transfers out	2005	(2,514,000)	(1,304,000)	51.9%	77.80
	2004	(2,493,000)	(1,662,000)	66.7%	100.00
	2003	(2,614,000)	(1,743,000)	66.7%	100.02
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	340,000	2,035,000		
	2004	450,000	367,000		
	2003	20,000	342,000		
OPERATING FUND BALANCE OCTOBER 1	2005		14,995,000		
	2004		13,749,000		
	2003		13,068,000		
OPERATING FUND BALANCE MAY 31	2005		17,030,000		
	2004		14,116,000		
	2003		13,410,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$54,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
PROPERTY MANAGEMENT FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Rental and other revenue	2005	\$ 79,000	51,000	64.6%	96.84
	2004	76,000	48,000	63.2%	94.74
	2003	<u>76,000</u>	<u>56,000</u>	73.7%	110.53
EXPENSES & ENCUMBRANCES					
Materials and supplies	2005	1,000	2,000	200.0%	300.00
	2004	1,000	4,000	400.0%	600.00
	2003	-	1,000	-	-
Contractual / professional	2005	19,000	40,000	210.5%	315.79
	2004	19,000	25,000	131.6%	197.37
	2003	47,000	12,000	25.5%	38.30
Capital Outlay	2005	-	-	-	-
	2004	16,000	16,000	100.0%	150.00
	2003	<u>-</u>	<u>-</u>	-	-
Total Expenses and Encumbrances	2005	20,000	42,000	210.0%	315.00
	2004	36,000	45,000	125.0%	187.50
	2003	<u>47,000</u>	<u>13,000</u>	27.7%	41.49
Excess (Deficiency) of Revenues Over Expenses	2005	59,000	9,000	-	-
	2004	40,000	3,000	-	-
	2003	29,000	43,000	-	-
OPERATING FUND BALANCE OCTOBER 1	2005		1,607,000		
	2004		1,615,000		
	2003		<u>1,591,000</u>		
OPERATING FUND BALANCE MAY 31	2005		1,616,000		
	2004		1,618,000		
	2003		<u>1,634,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003
DOWNTOWN CENTER DEVELOPMENT FUND**

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Rental and other revenue	2005	\$ 68,000	34,000	50.0%	75.00
	2004	68,000	34,000	50.0%	75.00
	2003	<u>68,000</u>	<u>45,000</u>	66.2%	99.26
EXPENSES & ENCUMBRANCES					
Contractual / professional	2005	45,000	43,000	95.6%	143.33
	2004	45,000	43,000	95.6%	143.33
	2003	53,000	43,000	81.1%	121.70
Capital outlay	2005	6,000	-	-	-
	2004	6,000	2,000	33.3%	50.00
	2003	<u>3,000</u>	<u>8,000</u>	266.7%	400.00
Total Expenses and Encumbrances	2005	51,000	43,000	84.3%	126.47
	2004	51,000	45,000	88.2%	132.35
	2003	<u>56,000</u>	<u>51,000</u>	91.1%	136.61
Excess (Deficiency) of Revenues Over Expenses	2005	17,000	(9,000)	-	-
	2004	17,000	(11,000)	-	-
	2003	12,000	(6,000)	-	-
OPERATING FUND BALANCE OCTOBER 1	2005		53,000		
	2004		28,000		
	2003		<u>(14,000)</u>		
OPERATING FUND BALANCE MAY 31	2005		44,000		
	2004		17,000		
	2003		<u>(20,000)</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.

EQUITY IN TREASURY POOL

MAY, 2005

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/05	TOTAL 10/01/04	TOTAL 5/31/04
GENERAL FUND:						
01	General	\$ 74,000	48,397,000	48,471,000	31,510,000	45,187,000
77	Payroll	-	1,638,000	1,638,000	1,547,000	1,531,000
24	City Store	-	6,000	6,000	5,000	5,000
994	Plano All-America City	-	(29,000)	(29,000)	-	-
		74,000	50,012,000	50,086,000	33,062,000	46,723,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	26,890,000	26,890,000	218,000	25,228,000
		-	26,890,000	26,890,000	218,000	25,228,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	755,000	755,000	750,000	726,000
23	Street Enhancement	-	1,177,000	1,177,000	1,170,000	1,141,000
25	1991 Police & Courts Facility	-	874,000	874,000	869,000	821,000
27	1991 Library Facility	-	154,000	154,000	371,000	315,000
28	1991 Fire Facility	-	1,033,000	1,033,000	1,027,000	1,011,000
31	Municipal Facilities	-	345,000	345,000	342,000	335,000
32	Park Improvements	-	3,306,000	3,306,000	3,446,000	3,361,000
33	Street & Drainage Improvement	-	(1,533,000)	(1,533,000)	7,837,000	11,943,000
35	Capital Reserve	-	27,239,000	27,239,000	26,370,000	25,203,000
38	DART L.A.P.	-	595,000	595,000	-	1,490,000
39	Spring Creekwalk	-	20,000	20,000	20,000	20,000
52	Park Service Areas	-	4,018,000	4,018,000	3,910,000	3,738,000
53	Creative & Performing Arts	-	1,395,000	1,395,000	1,386,000	1,293,000
54	Animal Control Facilities	-	203,000	203,000	236,000	248,000
60	Joint Use Facilities	-	485,000	485,000	482,000	475,000
110	G.O. Bond Clearing - 1999	-	2,748,000	2,748,000	3,009,000	3,112,000
190	G.O. Bond Clearing - 2000	-	3,663,000	3,663,000	3,642,000	3,753,000
220	G.O. Bond Clearing - 2001	-	-	-	-	162,000
230	G.O. Bond Clearing - 2001	-	2,679,000	2,679,000	2,765,000	3,173,000
240	G.O. Bond Clearing - 2001-A	-	190,000	190,000	210,000	247,000
250	Tax Notes Clearing - 2001-A	-	331,000	331,000	548,000	581,000
92	G.O. Bond Refund/Clearing - 2002	-	334,000	334,000	592,000	712,000
270	G.O. Bond Refund/Clearing - 2003	-	2,951,000	2,951,000	8,736,000	11,056,000
		-	52,962,000	52,962,000	67,718,000	74,916,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	80,000	80,000	1,661,000	2,355,000
34	Sewer CIP	-	7,283,000	7,283,000	6,581,000	6,083,000
36	Water CIP	-	7,275,000	7,275,000	7,973,000	7,708,000
37	Downtown Center Development	-	21,000	21,000	16,000	2,000
41	Water & Sewer - Operating	336,000	(6,898,000)	(6,562,000)	5,423,000	3,118,000
42	Water & Sewer - Debt Service	-	2,713,000	2,713,000	1,514,000	2,558,000
43	Municipal Drainage - Debt Service	-	2,832,000	2,832,000	4,278,000	3,861,000
44	W & S Impact Fees Clearing	-	424,000	424,000	428,000	632,000
45	Environmental Waste Services	58,000	467,000	525,000	903,000	(396,000)
46	Convention & Tourism	4,000	1,392,000	1,396,000	1,587,000	1,386,000
47	Municipal Drainage	20,000	3,581,000	3,601,000	1,575,000	1,412,000
48	Municipal Golf Course	-	122,000	122,000	122,000	485,000
49	Property Management	-	270,000	270,000	257,000	236,000
51	Recreation Revolving	-	1,043,000	1,043,000	621,000	880,000
95	W & S Bond Clearing - 1990	-	175,000	175,000	174,000	174,000
96	W & S Bond Clearing - 1991	-	97,000	97,000	96,000	96,000
101	W & S Bond Clearing - 1993A	-	261,000	261,000	259,000	259,000
103	Municipal Bond Drain Clearing-1995	-	248,000	248,000	246,000	246,000
104	Municipal Drain Bond Clearing-1996	-	155,000	155,000	154,000	154,000
107	Municipal Drain Bond Clearing-1997	-	220,000	220,000	219,000	219,000
108	Municipal Drain Bond Clearing-1998	-	74,000	74,000	73,000	94,000
210	Municipal Drain Bond Clearing-1999	-	138,000	138,000	137,000	238,000
260	Municipal Drain Rev Bond Clearing - 2001	-	115,000	115,000	114,000	400,000
280	Municipal Drain Rev Bond Clearing - 2003	-	30,000	30,000	30,000	219,000
		418,000	22,118,000	22,536,000	34,441,000	32,419,000



EQUITY IN TREASURY POOL

MAY, 2005

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/05	TOTAL 10/01/04	TOTAL 5/31/04
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	254,000	254,000	252,000	252,000
4	TIF-Mall	-	30,000	30,000	20,000	20,000
5	TIF-East Side	-	6,038,000	6,038,000	3,326,000	3,326,000
11	LLEBG-Police Grant	-	123,000	123,000	142,000	232,000
12	Criminal Investigation	-	719,000	719,000	737,000	676,000
13	Grant	-	(767,000)	(767,000)	-	(337,000)
14	Wireline Fees	-	267,000	267,000	220,000	176,000
15	Judicial Efficiency	-	77,000	77,000	73,000	66,000
16	Industrial	-	15,000	15,000	15,000	15,000
17	Intergovernmental	-	264,000	264,000	175,000	214,000
18	Government Access/CATV	-	409,000	409,000	436,000	622,000
19	Teen Court Program	-	19,000	19,000	15,000	11,000
20	Municipal Courts Technology	-	1,022,000	1,022,000	899,000	847,000
55	Municipal Court-Building Security Fees	-	940,000	940,000	871,000	854,000
56	911 Reserve Fund	-	4,435,000	4,435,000	4,281,000	4,056,000
57	State Library Grants	-	(29,000)	(29,000)	-	(1,000)
73	Memorial Library	-	158,000	158,000	160,000	159,000
		-	13,974,000	13,974,000	11,622,000	11,188,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	2,907,000	2,907,000	1,271,000	1,215,000
9	Technology Infrastructure	-	4,202,000	4,202,000	3,589,000	3,578,000
58	PC Replacement	-	832,000	832,000	603,000	927,000
59	Service Center	-	114,000	114,000	113,000	113,000
61	Equipment Maintenance	-	(3,487,000)	(3,487,000)	-	(231,000)
62	Information Technology	-	3,021,000	3,021,000	2,806,000	2,939,000
63	Office Services	-	(419,000)	(419,000)	-	(63,000)
64	Warehouse	-	173,000	173,000	210,000	63,000
65	Property/Liability Loss	-	5,524,000	5,524,000	5,793,000	5,758,000
66	Technology Services	-	8,140,000	8,140,000	7,558,000	6,917,000
71	Equipment Replacement	-	9,812,000	9,812,000	7,663,000	7,723,000
78	Health Claims	-	11,370,000	11,370,000	6,242,000	3,872,000
79	Parkway Service Ctr. Expansion	-	2,690,000	2,690,000	3,795,000	3,829,000
		-	44,879,000	44,879,000	39,643,000	36,640,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	35,000	35,000	29,000	29,000
8	Library Training Lab	-	4,000	4,000	7,000	4,000
69	Collin County Seized Assets	-	144,000	144,000	292,000	356,000
74	Developers' Escrow	-	6,772,000	6,772,000	6,888,000	7,183,000
75	Plano Sister Cities	-	-	-	-	-
76	Economic Development	-	1,008,000	1,008,000	885,000	939,000
81	Friends of Plano Centre	-	3,000	3,000	3,000	3,000
84	Rebate	-	1,618,000	1,618,000	847,000	858,000
		-	9,584,000	9,584,000	8,951,000	9,372,000
TOTAL		\$ 492,000	220,419,000	220,911,000	195,655,000	236,486,000
TRUST FUNDS						
42	Water & Sewer Reserve	\$ -	924,000	924,000	913,000	1,000,000
72	Retirement Security Plan	-	46,976,000	46,976,000	42,016,000	42,016,000
TOTAL TRUST FUNDS		\$ -	47,900,000	47,900,000	42,929,000	43,016,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At May 31, 2005 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	1,159,000
Local Government Investment Pool	11,701,000
Federal Securities	210,037,000
Municipal Bonds	-
Fair Value Adjustment	(4,055,000)
Interest Receivable	1,577,000
	<u>220,419,000</u>

ANALYSIS OF CLAIMS PAYMENTS

HEALTH CLAIMS FUND THROUGH MAY 31 OF FISCAL YEARS 2005 AND 2004

Health Claims Fund	6 Month Variance Favorable (Unfavorable)			Monthly Variance Favorable (Unfavorable)			Monthly Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 04-05 Oct-March	FY 03-04 Oct-March		FY 04-05 April	FY 03-04 April		FY 04-05 May	FY 03-04 May		FY 04-05 Total	FY 03-04 Total	
Revenues												
Employees Health Ins. Contributions	\$ 1,025,000	\$ 1,023,000	2,000	\$ 173,000	\$ 168,000	5,000	\$ 172,000	\$ 168,000	4,000	\$ 1,370,000	\$ 1,359,000	11,000
Employers Health Ins. Contributions	9,371,000	6,368,000	3,003,000	1,457,000	1,169,000	288,000	1,448,000	1,170,000	278,000	12,276,000	8,707,000	3,569,000
Contributions for Retirees	215,000	202,000	13,000	37,000	33,000	4,000	37,000	32,000	5,000	289,000	267,000	22,000
Cobra Insurance Receipts	22,000	33,000	(11,000)	2,000	5,000	(3,000)	1,000	6,000	(5,000)	25,000	44,000	(19,000)
Retiree Insurance Receipts	153,000	155,000	(2,000)	25,000	23,000	2,000	23,000	22,000	1,000	201,000	200,000	1,000
City Council Receipts	5,000	-	5,000	1,000	-	1,000	2,000	-	2,000	8,000	-	8,000
Plano Housing Authority	28,000	19,000	9,000	3,000	4,000	(1,000)	2,000	3,000	(1,000)	33,000	26,000	7,000
Interest	(1,000)	61,000	(62,000)	25,000	7,000	18,000	27,000	8,000	19,000	51,000	76,000	(25,000)
Total Revenues	10,818,000	7,861,000	2,957,000	1,723,000	1,409,000	314,000	1,712,000	1,409,000	303,000	14,253,000	10,679,000	3,574,000
Expenses												
Insurance	553,000	262,000	(291,000)	94,000	88,000	(6,000)	94,000	88,000	(6,000)	741,000	438,000	(303,000)
Contracts- Professional Svc.	128,000	181,000	53,000	7,000	(58,000)	(65,000)	7,000	(7,000)	(14,000)	142,000	116,000	(26,000)
Contracts- Other	426,000	403,000	(23,000)	68,000	-	(68,000)	79,000	-	(79,000)	573,000	403,000	(170,000)
Health Claims Paid	(93,000)	(400,000)	(307,000)	-	105,000	105,000	(63,000)	69,000	132,000	(156,000)	(226,000)	(70,000)
Health Claims-Prescription	361,000	-	(361,000)	191,000	(106,000)	(297,000)	195,000	(42,000)	(237,000)	747,000	(148,000)	(895,000)
Health Claims Paid -UHC	5,415,000	1,713,000	(3,702,000)	864,000	1,011,000	147,000	716,000	1,074,000	358,000	6,995,000	3,798,000	(3,197,000)
Health Claims Paid-EBS	35,000	6,488,000	6,453,000	-	278,000	278,000	-	50,000	50,000	35,000	6,816,000	6,781,000
Cobra Insurance Paid	2,000	3,000	1,000	-	-	-	-	-	-	2,000	3,000	1,000
Retiree Insurance Paid	39,000	36,000	(3,000)	7,000	5,000	(2,000)	7,000	5,000	(2,000)	53,000	46,000	(7,000)
Plano Housing Authority	3,000	1,000	(2,000)	-	1,000	1,000	-	-	-	3,000	2,000	(1,000)
Total Expenses	6,869,000	8,687,000	1,818,000	1,231,000	1,324,000	93,000	1,035,000	1,237,000	202,000	9,135,000	11,248,000	2,113,000
Net increase (decrease)	\$ 3,949,000	\$ (826,000)	4,775,000	\$ 492,000	\$ 85,000	407,000	\$ 677,000	\$ 172,000	505,000	\$ 5,118,000	\$ (569,000)	5,687,000
Health Claims Fund Balance - Cumulative	\$ 7,695,000	\$ 373,000	7,322,000	\$ 8,187,000	\$ 458,000	7,729,000	\$ 8,864,000	\$ 630,000	8,234,000			

PROPERTY LIABILITY LOSS FUND THROUGH MAY 31 OF FISCAL YEARS 2005, 2004 AND 2003

	Fiscal Year 2005	Fiscal Year 2004	Fiscal Year 2003
PROPERTY LIABILITY LOSS FUND			
Claims Paid per General Ledger	\$ 947,000	879,000	1,040,000
Net Judgments/Damages/Attorney Fees	264,000	492,000	494,000
Total Expenses	\$ 1,211,000	1,371,000	1,534,000
Fund Balance	\$ 2,150,000	2,551,000	1,786,000

The \$68,000 increase in the current year claims paid per general ledger is due primarily to the prior year claims in the same period being offset by \$65,000 of subrogation reimbursements.



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00022 Recreation Center Facilities					
23403 Oak Point Recreation Center	-	5,821,000	-	-	5,821,000
23405 Recreation Center 3	3,000,000	10,500,000	662,122	1,185,806	8,652,072
00022 Recreation Center Facilities	3,000,000	16,321,000	662,122	1,185,806	14,473,072
00023 Street Enhancements					
58 Enhancements					
58001 Landscape Entryways	-	750,000	579,442	88	170,470
58002 Downtown Enhancements	122,000	500,000	378,420	-	121,580
58004 Tollroad Landscaping	-	1,412,000	248,034	3,400	1,160,566
58 Enhancements	122,000	2,662,000	1,205,896	3,488	1,452,616
00023 Street Enhancements	122,000	2,662,000	1,205,896	3,488	1,452,616
00025 1991 Police & Courts Facility					
93 Police & Court Facilities					
93105 CJ Exp-II/Police Bldg	-	3,915,000	3,906,796	1,500	6,704
93107 Tri-City Academy Expansion	1,210,000	3,599,000	37,715	4,381	3,556,904
93 Police & Court Facilities	1,210,000	7,514,000	3,944,511	5,881	3,563,608
00025 1991 Police & Courts Facility	1,210,000	7,514,000	3,944,511	5,881	3,563,608
00026 Municipal Drainage CIP					
94 Erosion Control					
70101 Erosion Control	500,000	14,515,000	6,009,946	4,682	8,500,372
70103 Riverbend Lakes	200,000	1,000,000	478,464	-	521,536
70104 Creek Erosion Projects	650,000	5,824,000	2,239,825	464,857	3,119,318
70105 Erosion Control-Oakwood Glen	-	517,000	472,925	3,638	40,437
70106 Erosion Control-Jasmine Lane	-	14,000	12,697	-	1,303
70107 Erosion Control-Carmel	-	273,000	224,361	2,951	45,688
70108 Erosion Control-Briarwood	-	-	-	89,035	-
26-P01 Oak Grove Drainage Improvements	50,000	50,000	-	-	50,000
94 Erosion Control	1,400,000	22,193,000	9,438,218	565,163	12,278,654
95 Drainage					
71111 Miscellaneous Drainage Improv	500,000	5,075,000	115,191	40,890	4,918,919
71116 Bronze Leaf / Citadel	-	1,333,000	1,252,377	2,270	78,353
71121 Cassidy Drainage Improvements	542,000	1,312,000	1,220,796	38,249	52,955
71123 Teakwood Drainage	-	243,000	249,718	-	(6,718)
95 Drainage	1,042,000	7,963,000	2,838,082	81,409	5,043,509
96 Channelization					
72118 Rice Field Storm Sewer	190,000	500,000	38,140	5,460	456,400
72119 Colling Creek Mall Triple Arches	50,000	100,000	24,710	4,291	70,999
96 Channelization	240,000	600,000	62,850	9,751	527,399
00026 Municipal Drainage CIP	2,682,000	30,756,000	12,339,150	656,323	17,849,562
00027 1991 Library Facilities					
17 Library Facilities					
17107 Haggard Library Expansion	3,500,000	4,143,000	2,666,734	1,400,302	75,964
27-P01 Library Improvements	100,000	2,750,000	-	-	2,750,000
17 Library Facilities	3,600,000	6,893,000	2,666,734	1,400,302	2,825,964
00027 1991 Library Facilities	3,600,000	6,893,000	2,666,734	1,400,302	2,825,964
00028 1991 Fire Facilities					
10 Fire Facilities					
10105 Station Reconfiguration	-	4,941,000	1,922,197	-	3,018,803

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
10211 Fire Station #12	2,300,000	5,727,000	26,720	2,120	5,698,160
10212 Fire Station #11	3,100,000	3,337,000	549,208	1,997,812	789,980
10213 Fire Station #13	-	4,256,000	655,952	-	3,600,048
10 Fire Facilities	5,400,000	18,261,000	3,154,077	1,999,932	13,106,991
00028 1991 Fire Facilities	5,400,000	18,261,000	3,154,077	1,999,932	13,106,991
00031 Municipal Facilities					
19001 Municipal Center Parking	91,000	850,000	725,726	-	124,274
19002 Downtown Parking	51,000	800,000	735,055	8,990	55,955
00031 Municipal Facilities	142,000	1,650,000	1,460,781	8,990	180,229
00032 Park Improvements					
21 Acquisitions					
21188 White Rock Crk Greenbelt	150,000	7,565,000	209,681	240	7,355,079
21189 16th Steet Land Acquisition	-	365,000	361,818	-	3,182
21192 Oak Point Acquisition	-	6,900,000	6,913,368	-	(13,368)
21195 Douglas Area Land	-	135,000	25	-	134,975
21196 Rec Center/ Pool Land	3,000,000	3,000,000	-	-	3,000,000
21 Acquisitions	3,150,000	17,965,000	7,484,892	240	10,479,868
22 Development					
22327 Arbor Hills Nature Preserve	-	5,545,000	4,508,716	77,802	958,482
22328 Neighborhood Park Improvements	100,000	4,998,000	1,736,349	11,232	3,250,419
22334 Park Improvements	100,000	10,635,000	2,914,695	94,626	7,625,679
22336 Tennyson/Archgate Athletic	1,963,000	8,400,000	579,338	74,060	7,746,602
22337 Preston Meadow Atheletic Site	1,000,000	2,870,000	1,931,631	767,325	171,044
22338 Haggard Park	70,000	1,750,000	1,154,156	4,925	590,919
22339 Indoor Swimming Pool	1,800,000	7,500,000	-	-	7,500,000
22340 Oak Point Park Development	4,297,000	18,850,000	2,994,338	1,596,088	14,259,574
22341 Pool Renovations	555,000	3,200,000	1,955,366	124,515	1,120,119
22342 Trail Connections	1,196,000	9,950,000	637,670	158,806	9,153,524
22 Development	11,081,000	73,698,000	18,412,259	2,909,379	52,376,362
28 Miscellaneous					
28822 Bikeway System	-	853,000	28,349	-	824,651
28824 Maintenance Facility	-	2,955,000	1,014,936	-	1,940,064
28825 Liberty Park Center	-	3,400,000	3,395,166	3,666	1,168
28 Miscellaneous	-	7,208,000	4,438,451	3,666	2,765,883
00032 Park Improvements	14,231,000	98,871,000	30,335,602	2,913,285	65,622,113
00033 Street & Drainage Improvement					
31 Streets					
31193 Plano Pkwy (Park-International)	1,696,000	2,628,000	969,240	70,523	1,588,237
31277 Park Streets	200,000	3,295,000	2,492,140	-	802,860
31341 Miscellaneous ROW	20,000	5,565,000	5,445,960	-	119,040
31342 Misc Oversize Participation	600,000	17,482,000	12,159,250	49	5,322,701
31363 Custer Widn-Spring Ck	-	1,008,000	995,144	12,862	(6)
31364 Hedgcoxe-Custer East&West	-	877,000	864,928	11,913	159
31378 LosRios-Jupiter to Parker	3,750,000	5,652,000	4,599,977	233,311	818,712
31387 Hedgcoxe-Custer to Alma	1,150,000	1,300,000	112,563	1,028,950	158,487
31388 Hedgcoxe Preston to Custer	-	3,215,000	3,133,198	-	81,802
31392 Intersection Improvement	100,000	5,400,000	547,605	84,340	4,768,055
31393 Janwood - Alma to Westwood	985,000	1,105,000	345,637	1,052,100	(292,737)
31394 Jupiter-Spring Creek/Chaparra	-	2,592,000	2,600,400	-	(8,400)
31397 McDermott Widen Coit/Custer	100,000	815,000	109,685	250,005	455,310
31398 McDermott - Coit to Custer	180,000	2,709,000	70,800	151,600	2,486,600



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
31399 Midway - Parker to Spring Creek	200,000	1,900,000	15,883	117,240	1,766,877
31402 P Avenue - Park to 18th Street	150,000	1,450,000	92,615	35,885	1,321,500
31403 P Ave-Park to Parker	-	1,293,000	1,079,714	10,050	203,236
31405 Parker - K Avenue to P Avenue	292,000	2,942,000	79,405	208,652	2,653,943
31409 Premier-Ruisseau to Heritage	1,100,000	1,993,000	1,617,784	116,298	258,918
31410 Preston/Plano Pkwy Intersection	75,000	400,000	48,579	10,215	341,206
31411 Razor-Ohio to SH 121	500,000	2,600,000	88,844	-	2,511,156
31412 Ridgeview, Custer-W to E of Independence	1,800,000	2,000,000	185,785	11,500	1,802,715
31413 Marsh Ln-Park Blvd North	-	644,000	623,316	2,631	18,053
31418 Spring Creek-Midway to Tollway	-	3,045,000	3,019,204	-	25,796
31424 Tollway Serv Roads-Parker	-	922,000	893,754	9,226	19,020
31425 Traffic Analysis Grade	-	95,000	86,258	-	8,742
31427 Tollway Svc Road-Spring Creek	812,000	1,750,000	908,493	662,810	178,697
31429 McDermott-Ohio to Robinson	1,031,000	1,944,000	1,776,215	99,449	68,336
31432 Plano Pkwy-E of Los Rios	2,420,000	3,177,000	617,270	2,640,316	(80,586)
31433 H Ave-13th to 14th	-	131,000	129,888	-	1,112
31436 Executive/190 Connector	-	-	82,585	-	(82,585)
31437 Willowbend South of Windhaven	250,000	390,000	313,307	39,487	37,206
31438 Spring Creek at Coit Intersection Improv.	50,000	400,000	23,760	-	376,240
31439 Jupiter/Plano Pkwy Intersection Improv.	100,000	150,000	8,000	112,945	29,055
31440 Parker Road at US 75	200,000	6,250,000	156,956	77,900	6,015,144
31441 Preston/Legacy Intersection Improvmt	50,000	500,000	2,000	-	498,000
31442 2004 Intersection Improvements	791,000	1,036,000	60,675	45,745	929,580
31443 Shiloh-Royal Oaks to Parker	540,000	1,430,000	149,970	18,530	1,261,500
31444 Briarcreek Paving, Phase II	550,000	600,000	321,125	167,179	111,696
31445 View Place - Horizon to Mission Ridg.	176,000	176,000	-	-	176,000
31446 Ravenglass - Park to Faringdon	340,000	340,000	47,379	12,121	280,500
31447 Parkwood - North of Spring Creek Par	475,000	775,000	44,227	6,301	724,472
31448 Intersection Improvements 20	-	-	69,320	21,731	(91,051)
33-P01 12th Street - K Avenue to Municipal D	138,000	138,000	-	-	138,000
33-P140 Communications - Fall Hill North to P	80,000	780,000	-	-	780,000
33-P11 Legacy - East of K Avenue to Des Moi	500,000	1,500,000	-	-	1,500,000
33-P15 S.H. 121 Traffic Signals	82,000	165,000	-	-	165,000
33-P16 Redevelopment Street Improvements	1,000,000	5,000,000	-	-	5,000,000
31 Streets	22,483,000	99,559,000	46,988,838	7,321,864	45,248,298
32 Mass Transit & Downtown Improvmt					
32492 Downtown Cons-Phase II	-	542,000	539,755	1,848	397
32493 Downtown Street Improvements	-	1,659,000	1,641,445	2,346	15,209
32494 K Avenue Streetscape	200,000	725,000	25,380	154,766	544,854
32 Mass Transit & Downtown Improvmt	200,000	2,926,000	2,206,580	158,960	560,460
34 Sidewalks					
34555 Sidewalks	-	25,000	294,656	-	(269,656)
34556 Barrier Free Ramps	100,000	3,292,000	2,872,242	100,749	319,009
34 Sidewalks	100,000	3,317,000	3,166,898	100,749	49,353
36 Traffic Signalization					
36726 Signalization Upgrade	280,000	3,107,000	1,881,800	97,243	1,127,957
36727 Traffic Signalization	500,000	12,670,000	7,751,765	90,208	4,828,027
36742 Computerized Signal System	500,000	3,515,000	655,416	512,505	2,347,079
36 Traffic Signalization	1,280,000	19,292,000	10,288,981	699,956	8,303,063
37 Misc. Street Improvements					
37752 Roadway Median Landscaping	300,000	3,213,000	1,903,715	14,985	1,294,300
37753 Railroad Crossings	600,000	1,058,000	416,302	22,000	619,698
37760 Street Lighting	400,000	5,417,000	1,876,676	190,878	3,349,446
37766 Alley Reconstruction	50,000	5,775,000	3,525,207	-	2,249,793
37786 New Concrete Alleys	87,000	2,124,000	1,578,975	57,206	487,819
37812 East Side Entryway	30,000	524,000	79,518	1,343	443,139
37818 15th Street Reconstruction	50,000	215,000	148,379	75,337	(8,716)

**CAPITAL IMPROVEMENTS
PROJECTS
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	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
37823 J Avenue/12th Street Reconstruction	710,000	710,000	-	48,176	661,824
37826 Ramp Reconstruction US 75	300,000	1,457,000	863,026	207,804	386,170
37830 Spring Creek-White Rock to Tollway	-	3,201,000	3,009,167	13,599	178,234
37831 Landscaping Street Enhancements	330,000	980,000	24,520	-	955,480
37832 Douglas Sidewalks	-	200,000	130,195	-	69,805
37833 Fulgham Street Reconstruction	-	320,000	296,282	231	23,487
37834 Pecan Lane Reconstruction	232,000	550,000	172,537	250,974	126,489
37835 Tollroad/Chapel Hill Ramps	-	5,050,000	12,900	-	5,037,100
37836 Armstrong Alley Reconstruction	-	459,000	335,932	1,372	121,696
37837 Alley Reconstruction-Dallas North 12	349,000	384,000	128,688	132,444	122,868
37838 Screening Wall Reconstruction	1,000,000	3,600,000	27,939	43,643	3,528,418
37839 Alma Road Whitetopping	1,400,000	1,520,000	32,387	100,445	1,387,168
37840 Comm-Fall Hill N to Parker	-	-	12,450	50,050	(62,500)
37841 Alley Reconstruction-Los Rios	-	-	-	26,450	(26,450)
37 Misc. Street Improvements	5,838,000	35,237,000	14,574,795	1,236,937	16,118,632
00033 Street & Drainage Improvement	29,901,000	160,331,000	77,226,092	9,518,466	70,279,806
00034 Sewer CIP					
41 Water Main Projects					
41197 Premier-Ruisseau to Heritage	-	35,000	33,390	1,456	154
41 Water Main Projects	-	35,000	33,390	1,456	154
44 Sewer Reserve Projects					
44401 White Rock Sewer Valve Installation	-	31,000	30,114	-	886
44 Sewer Reserve Projects	-	31,000	30,114	-	886
46 Wastewater Mains					
46651 9001-Misc Oversize Participation	25,000	736,000	498,710	-	237,290
46666 Alcatel DSC Infrastructure	50,000	350,000	220,860	-	129,140
46685 Briarcreek San. Swr. Cap. Phll	400,000	1,389,000	850,403	325,955	212,642
46686 Pecan Lane	84,000	185,000	112,169	7,323	65,508
34-P04 Redevelopment Capacity Improvement	1,000,000	6,000,000	-	-	6,000,000
46 Wastewater Mains	1,559,000	8,660,000	1,682,142	333,278	6,644,580
48 Miscellaneous-Wastewater					
48802 Infrastructure Renovation	500,000	7,670,000	572,505	-	7,097,495
48838 Aerial Cross Eros Control	200,000	1,610,000	504,650	-	1,105,350
48847 Inflow/Infiltration Program	550,000	7,551,000	2,273,891	25,765	5,251,344
48861 I & I Repairs-Contracts	3,500,000	30,161,000	11,276,876	1,530,767	17,353,357
48874 Janwood	210,000	240,000	91,885	171,483	(23,368)
48875 P Avenue - Park to 18th	20,000	220,000	2,162	838	217,000
48876 P Ave-Park to Parker Rehab	-	175,000	167,249	-	7,751
48877 Manhole Sealing	300,000	2,639,000	637,538	-	2,001,462
48880 RT Zoning Sanitary Sewer Line	-	188,000	44,275	122,583	21,142
48885 Plano Pkwy East I/I Investigation	30,000	177,000	147,816	28,668	516
48888 Ridgeview Dr/SH 121 Sanitary Sewer	300,000	700,000	57,325	17,035	625,640
48889 Wastewater System Analysis	-	54,000	49,504	-	4,496
48890 Parker Rd. Estates Sewer	350,000	630,000	49,632	512,561	67,807
48891 Sewer Ersn Ctrl-Nwprtl/ldylwl				17,335	
48 Miscellaneous-Wastewater	5,960,000	52,015,000	15,875,308	2,427,035	33,729,992
49 Administration					
49892 Administration	314,293	5,847,966	3,632,048	-	2,215,918
49 Administration	314,293	5,847,966	3,632,048	-	2,215,918
00034 Sewer CIP	7,833,293	66,588,966	21,253,002	2,761,769	42,591,530



**CAPITAL IMPROVEMENTS
PROJECTS
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	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00035 Capital Reserve					
51 Streets & Drainage					
51118 Res. St & Alley Replacement	3,000,000	44,755,000	16,734,126	1,603,190	26,417,684
51120 Screening Wall Repairs	500,000	6,320,000	2,662,855	79,121	3,578,024
51128 Sidewalk Repairs	250,000	16,655,000	10,211,162	168,075	6,275,763
51131 Arterial Concrete Repairs	1,600,000	20,379,000	8,087,609	1,888,193	10,403,198
51134 Undersealing Program	2,300,000	16,990,000	4,367,381	260,729	12,361,890
51136 Curb Median Repairs	75,000	925,000	288,947	142,850	493,203
51138 Traffic Signal Improvement	500,000	3,076,000	771,421	692,477	1,612,102
35-P01 Coit Road Landscaping	38,000	228,000	-	-	228,000
51141 Street Name Sign Replacement	90,000	720,000	52,594	-	667,406
51 Streets & Drainage	<u>8,353,000</u>	<u>110,048,000</u>	<u>43,176,095</u>	<u>4,834,635</u>	<u>62,037,270</u>
53 Park Improvements					
53307 Athletic Fields	600,000	7,170,000	3,154,884	202,399	3,812,717
53321 Bob Woodruff Park	-	1,847,000	1,479,070	337,179	30,751
53337 Low Water Corssing Replacement	15,000	1,035,000	829,661	-	205,339
53338 Municipal Golf Course	175,000	2,279,000	1,866,611	179,396	232,993
53341 Park Signage Replacement	15,000	143,000	26,029	-	116,971
53345 Accessible Drinking Fountains	-	-	22,193	-	(22,193)
53346 Maintenance Shop Renovations	-	231,000	93,672	-	137,328
53347 Highpoint Tennis Center	95,000	752,000	365,291	6,000	380,709
53351 Restroom Fix Replacement	25,000	296,000	88,895	14,417	192,688
53353 Irrigation Renovations	175,000	6,700,000	678,421	17,617	6,003,962
53354 Parking Lot Replace	-	1,458,000	1,338,558	2,639	116,803
53356 Playground Replacements	200,000	4,221,000	1,621,080	168,587	2,431,333
53357 Trail Repairs	500,000	7,280,000	658,070	642,881	5,979,049
53362 Park Shelter Replacements	100,000	1,180,000	125,888	84,200	969,912
53363 Park Structures & Equipment	175,000	2,298,000	651,470	29,985	1,616,545
53365 Park Restoration & Cleanup	20,000	79,000	21,565	-	57,435
53366 Preston Meadow Park	-	250,000	219,066	30,935	(1)
53367 Shawnee Park Renovation	-	244,000	237,529	-	6,471
53368 Silt Removal	35,000	350,000	-	-	350,000
53369 Interurban Building	15,000	25,000	12,119	-	12,881
53370 Recreation Center Equipment	210,000	855,000	153,041	15,155	686,804
53371 Big Lake Park	75,000	650,000	-	-	650,000
53372 Jack Carter Pool Renovation	625,000	625,000	331,328	435,507	(141,835)
53373 Median Renovations	50,000	400,000	28,111	-	371,889
53374 Public Building Landscape Renovations	25,000	550,000	1,119	-	548,881
53 Park Improvements	<u>3,130,000</u>	<u>40,918,000</u>	<u>14,003,671</u>	<u>2,166,897</u>	<u>24,747,432</u>
54 Municipal Facilities					
54422 Carpenter Park Rec Ctr Renovation	275,000	1,078,000	341,877	1,500	734,623
54423 Plano Centre Renovation	222,000	1,249,000	540,485	19,336	689,179
54424 Municipal Center Renovations	26,000	1,293,000	856,689	104,759	331,552
54425 Animal Shelter Modifications	-	57,000	60,774	-	(3,774)
54426 Aquatic Ctr Renovation	35,000	323,000	287,387	21,850	13,763
54427 Haggard Library	-	-	66,958	27,486	(94,444)
54432 Schim Brick Sealing	-	285,000	19,230	-	265,770
54436 Douglass Recreation Center	-	211,000	131,742	250	79,008
54440 Harrington Library	10,000	267,000	123,751	-	143,249
5442 Municipal Annex	-	-	12,867	-	(12,867)
54443 Municipal Center South	-	204,000	31,843	-	172,157
54447 Fire Station #5	-	127,000	1,190	-	125,810
54448 Fire Station #6 Modification	19,000	227,000	67,748	11,062	148,190
54449 Roof Replacements	-	33,000	31,468	1,000	532
54460 Council Chambers Digital	-	1,600,000	1,543,628	6,234	50,138
54462 Neighborhood Revitalization	100,000	1,300,000	-	14,642	1,285,358
54465 Stadium Pump Station	-	7,000	-	-	7,000
54466 Asbestos Testing & Removal	40,000	218,000	3,132	-	214,868
54467 Fire Station #7 - Bldg #59	94,000	175,000	2,040	-	172,960
54467-P Parkway Operations - Bldg #74	33,000	108,000	-	-	108,000
54468 Property House - Bldg #87	122,000	130,000	34,724	57,776.00	37,500
54468-P Douglass Annex	15,000	16,000	-	-	16,000

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
54471 Williams Nat Building #27	-	-	96,979	37,592	(134,571)
54474 Mold Testing & Removal	47,000	250,000	-	-	250,000
54475 Dozier Radio Tower	-	20,000	10,740	-	9,260
54476 EOC Radio Tower	-	-	10,868	-	(10,868)
54478 Fire Station #1-Bldg.#77	-	-	9,559	10,648	
54479 Liberty Recreation Center	35,000	291,000	97,033	1,942	192,025
54481 Fire Station #10	6,000	7,000	7,567	-	(567)
54482 Senior Center	-	81,000	57,743	2,852	20,405
54484 Parkway Operations	-	-	31,462	5,553	(37,015)
54484-P Energy Reduction	25,000	625,000	-	-	625,000
54485 Tri-City Gun Range-Bldg #86	-	-	1,290	-	(1,290)
54486 Police Assembly 2-Bldg #58	-	-	3,873	-	(3,873)
54487-P Haggard Library - Bldg #60	175,000	270,000	38,162	-	231,838
54488 Oak Point Rec Center-Bldg #92	-	-	7,655	11,426	(19,081)
54488-P Fire Station No.04 - Bldg #18	12,000	27,000	-	-	27,000
54489-P Oak Point Recreation Center - Bldg #92	18,000	48,000	1,450	-	46,550
54490 Parkway Park Maint.-Bldg #6	-	-	350	-	(350)
54490-P Fire Station No. 08 - Bldg #79	32,000	44,000	-	-	44,000
54491-P Fire Station No. 09 - Bldg #90	6,000	6,000	4,450	-	1,550
54492 Robinson Justice Center	-	-	893	-	(893)
54493 Davis Library-Bldg #89	-	-	990	-	(990)
54494 Municipal Annex Bldg #3	-	-	3,530	-	(3,530)
54496 Tennis Center Bldg #28	-	-	-	2,320	(2,320)
54 Municipal Facilities	<u>1,347,000</u>	<u>10,577,000</u>	<u>4,542,127</u>	<u>338,228</u>	<u>5,716,852</u>
55 Miscellaneous					
55501 Ligustrum Replacement	<u>5,000</u>	<u>185,000</u>	<u>125,107</u>	<u>-</u>	<u>59,893</u>
55 Miscellaneous	<u>5,000</u>	<u>185,000</u>	<u>125,107</u>	<u>-</u>	<u>59,893</u>
00035 Capital Reserve	12,835,000	161,728,000	61,847,000	7,339,760	92,561,447
00036 Water CIP					
67 Special Projects					
67783 Pump Station Improvements	-	-	10,292	6,433	(16,725)
67892 Administration- Water	<u>314,293</u>	<u>3,858,159</u>	<u>3,111,276</u>	<u>-</u>	<u>746,883</u>
67 Special Projects	<u>314,293</u>	<u>3,858,159</u>	<u>3,121,568</u>	<u>6,433</u>	<u>730,158</u>
68 Water Projects					
68164 Fire Hydrants	325,000	2,243,000	971,824	31,397	1,239,779
68176 Hedgcoxe Main-East of Custer	-	444,000	389,335	53,410	1,255
68178 Independence Square	-	1,045,000	1,011,409	13,589	20,002
68187 Shiloh - Park to Parker	80,000	235,000	128,677	200	106,123
68313 Monitoring & Control/Ridgeview	-	585,000	74,411	-	510,589
68456 Oversize Participation	100,000	2,563,000	1,380,624	-	1,182,376
68896 Ridgeview Transmission Line East	-	2,857,000	2,840,326	-	16,674
68899 Chaparral - Jupiter to E. City Limits	20,000	170,000	-	-	170,000
68905 Janwood - Alma to Westwood	548,000	605,000	122,876	303,393	178,731
68907 Legacy Business District Area	820,000	840,000	71,923	556,093	211,984
68911 McDermott/Rasor-TXU Easement	-	1,746,000	1,690,414	18,666	36,920
68913 P Ave-Park to 18th	40,000	440,000	18,044	5,027	416,929
68914 P Ave-Park to Parker Rehab	-	275,000	257,088	-	17,912
68915 Parker Road Elevated Tank Repaint	-	-	750	27,050	(27,800)
68920 Stewart Main - Capital to Plano Pkwy	30,000	330,000	8,748	23,753	297,499
68935 Parkwood Tnk Line-TXU/Tnk Sp	680,000	720,000	53,886	510,979	155,135
68942 Jupiter-Parker to Royal	-	510,000	465,485	2,309	42,206
68943 Kimberlea Water Rehab	-	1,421,000	1,411,824	4,878	4,298
68944 Los Rios-Jupiter to Park	350,000	549,000	543,777	18,479	(13,256)
68949 Waterline Crossing No. 1	200,000	615,000	69,420	18,000	527,580
68950 McDermott/Rasor-Ohio to Robinson	75,000	159,000	113,995	35,826	9,179
68951 Plano Pkwy-Los Rios-14th	120,000	172,000	11,400	178,040	(17,440)
68952 Downtown Fire Protection	23,000	114,000	53,862	36,299	23,839
68953 15th St.-G to I	150,000	170,000	-	17,323	152,677



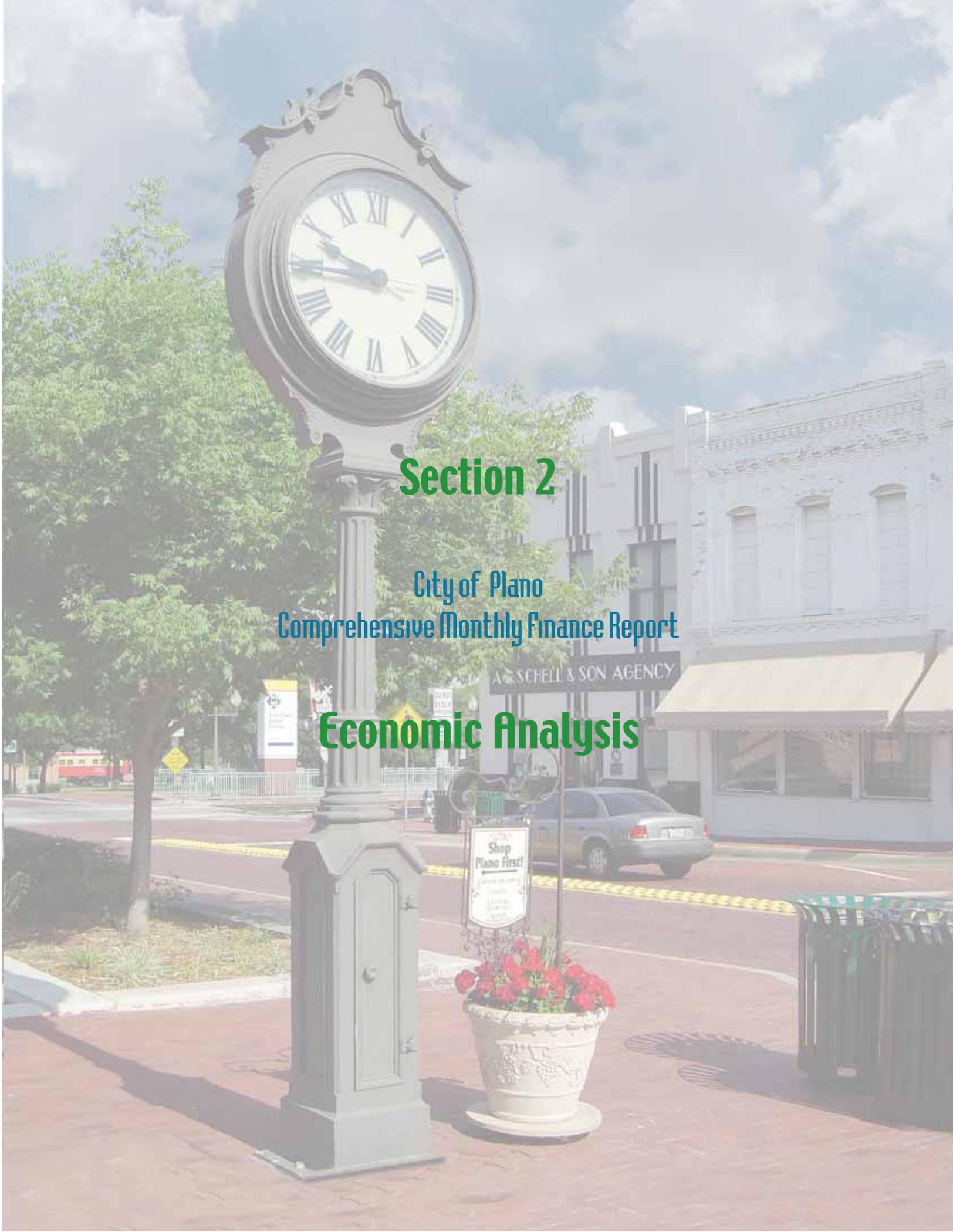
**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
68956 Dallas N15 Waterline Rehab	1,500,000	1,650,000	1,162,003	548,433	(60,436)
68957 Briarcreek Waterline	50,000	90,000	94,339	12,946	(17,285)
68959 Landershire Drive Water Rehab	8,000	202,000	212,004	47,765	(57,769)
68960 Premier-Ruisseau to Heritage	-	175,000	129,375	27,500	18,125
68961 SH 121 Utility Adjustments	50,000	125,000	48,842	16,410	59,748
68962 Water Remodeling Extended	10,000	20,000	16,971	854	2,175
68963 Water Distribution Analysis	10,000	70,000	2,379	7,621	60,000
68964 White Rock Crk Tank Modification	50,000	60,000	151,262	5,351	(96,613)
68965 View Place - Horizon to Mission Ridg	19,000	19,000	-	-	19,000
68966 Dallas North Tollway - N of Spring Cr	-	100,000	4,160	125,847	(30,007)
68967 Parker - K Avenue to P Avenue	30,000	270,000	-	8,263	261,737
36-P03 12th Street - K Avenue to Municipal D	32,000	32,000	-	-	32,000
36-P14 Pump Station Improvements	100,000	110,000	-	-	110,000
68968 Whiffletree Water Rehab	150,000	1,600,000	89,788	65,237	1,444,975
68969 Parker Rd Estates W Water Reh	-	-	-	151,620	-
36-P422 Automated Meter Reading Program	160,000	1,130,000	-	-	1,130,000
68 Water Projects	5,730,000	24,461,000	13,601,221	2,872,558	8,138,841
00036 Water CIP	6,044,293	28,319,159	16,722,789	2,878,991	8,868,999
00038 DART Local Assistance					
83 CMS-Technical Support					
83301 CMS Cap Support	-	17,000	16,970	-	30
83302 CMS Trans Staff	-	1,284,000	1,364,550	-	(80,550)
83 CMS-Technical Support	-	1,301,000	1,381,520	-	(80,520)
84 CMS-Capital					
84409 14th st G to K Ave	-	769,000	737,728	10,520	20,752
84413 Westside Intersection Improvements	120,000	1,036,000	681,749	-	354,251
84417 W. Intersection-Pkwy/Ohio	-	130,000	95,652	18,198	16,150
84418 W. Intersection-SC/Tollway Rtrun	-	60,000	57,764	-	2,236
84 CMS-Capital	120,000	1,995,000	1,572,893	28,718	393,389
00038 DART Local Assistance	120,000	3,296,000	2,954,413	28,718	312,869
00052 Park Service Area Fees					
A01 AREA 01					
01002 Cottonwood Creek Greenbelt	120,000	940,000	469,195	-	470,805
10005 White Rock Creek Greenbelt	-	-	-	3,100	(3,100)
A01 AREA 01	120,000	940,000	469,195	3,100	467,705
A03 AREA 03					
03033 Jupiter Road Site	-	703,000	626,071	107	76,822
52-P03-1 Rowlett Creek Greenbelt	100,000	100,000	-	-	100,000
A03 AREA 03	100,000	803,000	626,071	107	176,822
A04 AREA 04					
04044 Hoblitzelle Trail	100,000	339,000	238,021	-	100,979

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF MAY 31, 2005**

	2004-05 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
A04 AREA 04	100,000	339,000	238,021	-	100,979
A05 AREA 05 05051 Chisholm Trail	50,000	248,000	47,993	-	200,007
A05 AREA 05	50,000	248,000	47,993	-	200,007
A06 AREA 06 06062 Evans Park	-	120,000	109,912	-	10,088
A06 AREA 06	-	120,000	109,912	-	10,088
A09 AREA 09 09095 Russell Creek Park	50,000	50,000	150,000	-	(100,000)
A09 AREA 09	50,000	50,000	150,000	-	(100,000)
A10 AREA 10 10004 Preston Ridge Trail	25,000	821,000	639,180	-	181,820
10005 Legacy Trail	200,000	1,796,000	819,499	-	976,501
10007 Bluebonnet Trail	275,000	425,000	-	-	425,000
A10 AREA 10	500,000	3,042,000	1,458,679	-	1,583,321
A11 AREA 11 11114 Preston Ridge Trail	25,000	391,000	140,878	-	250,122
A11 AREA 11	25,000	391,000	140,878	-	250,122
A13 AREA 13 13133 Marsh Lane Site	-	250,000	200,000	-	50,000
13134 Northwest Greenbelt	75,000	910,000	722,020	-	187,980
A13 AREA 13	75,000	1,160,000	922,020	-	237,980
00052 Park Service Area Fees	1,020,000	7,093,000	4,162,769	3,207	2,927,024
00053 Creative & Perf Arts Facility 56531 Creative & Perf Arts Facility	-	19,402,000	182,378	-	19,219,622
56532 Collin County Cultural Arts District	-	766,000	326,893	-	439,107
00053 Creative & Perf Arts Facility	-	20,168,000	509,271	-	19,658,729
00054 Animal Control Facility 57541 Animal Shelter	-	3,754,967	2,280,356	4,589	1,470,022
00054 Animal Control Facility	-	3,754,967	2,280,356	4,589	1,470,022
00059 Service Center Facility 59592 Parkway Svc Ctr Expansion	-	4,000,000	81	(548)	4,000,467
00059 Service Center Facility	-	4,000,000	81	(548)	4,000,467
00060 Joint Use Facilities 61110 Joint Use Facility	-	4,000,000	3,742,995	-	257,005
00060 Joint Use Facilities	-	4,000,000	3,742,995	-	257,005





Section 2

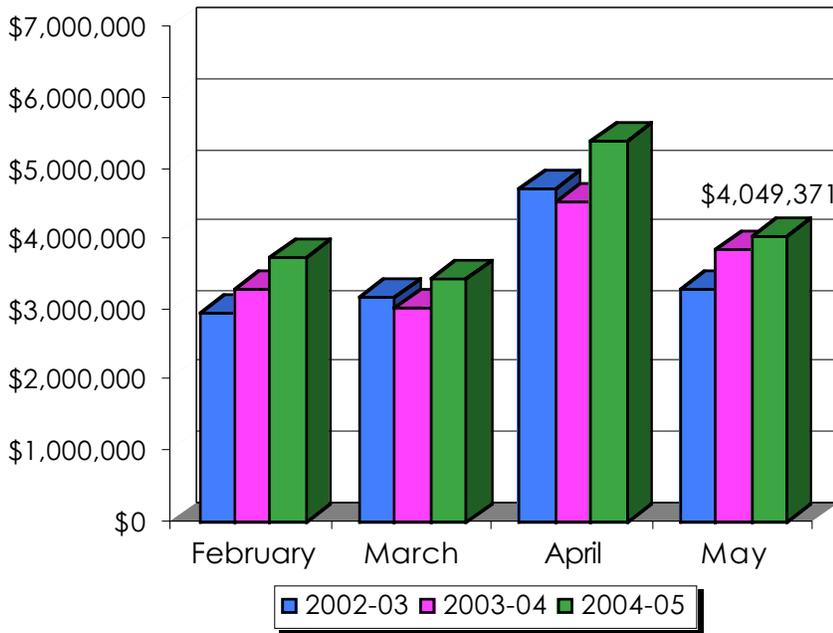
City of Plano
Comprehensive Monthly Finance Report

Economic Analysis

Economic Analysis

Sales tax of \$4,049,371 was reported in May for the City of Plano. This amount represents an increase of 5.29% over the amount reported in May 2004.

Sales Tax
Actual Monthly Revenue
Figure I



Sales tax revenue is generated from the 1% tax on applicable business activity within the City. These taxes were collected in April by businesses filing monthly returns, reported in May to the State, and received in June by the City of Plano.

Figure I represent actual sales and use tax receipts for the months of February through May for fiscal years 2002-03, 2003-04, and 2004-2005.

Annualized Sales Tax Index
Compared to Dallas Consumer Price Index
Figure II

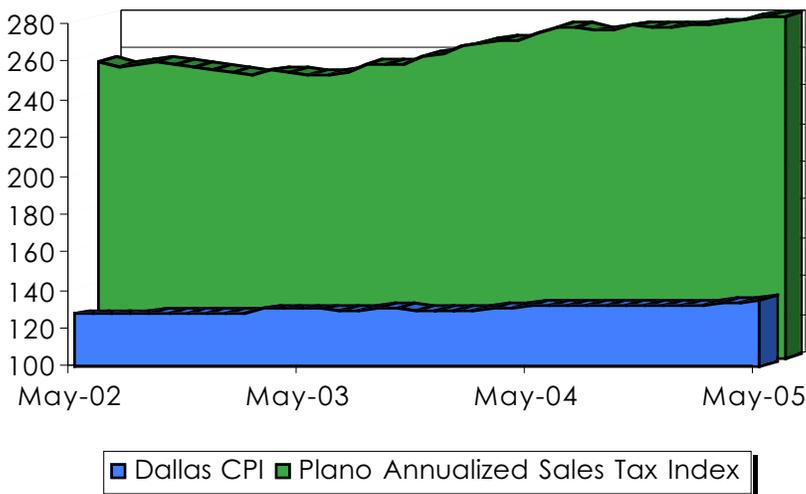


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For May 2005, the adjusted CPI was 134.83 and the Sales Tax Index was 281.31.

Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

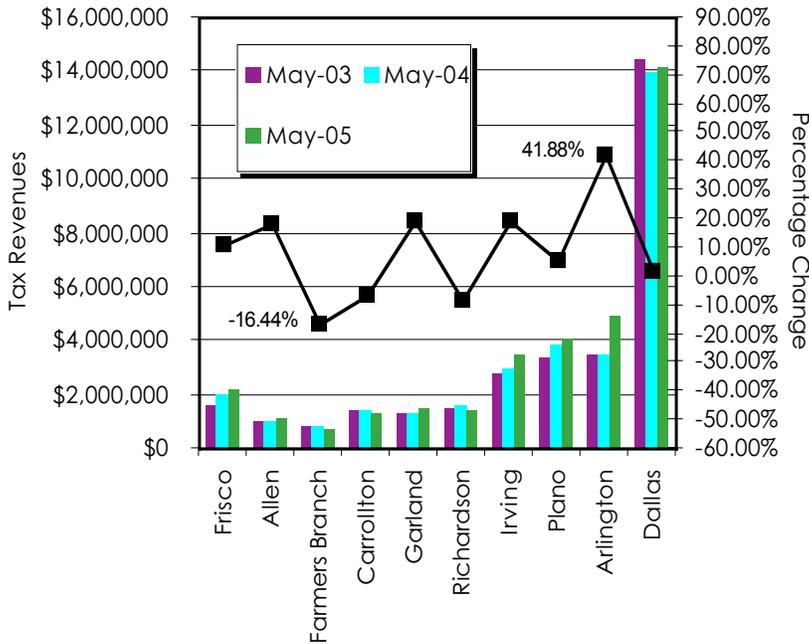


Economic Analysis

Figure III shows sales tax receipts from May 2003 – May 2005 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. For the May reporting month, the City of Plano received \$4,049,371 from this 1% tax.

Sales Tax Comparisons City of Plano and Area Cities

Figure III



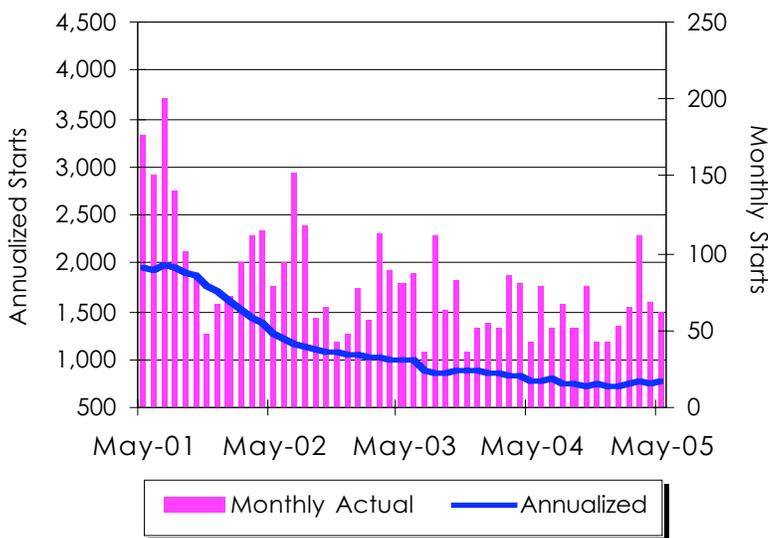
For the May reporting month, the City of Plano received \$4,049,371 from this 1% tax.

The percentage change in sales tax collections for the area cities from May 2003 to May 2005 ranged from 41.88% for the City of Arlington* to -16.44% for the City of Farmers Branch.

* The City of Arlington increased its sales tax rate an additional .50% as of April 1, 2005.

Single Family Housing Starts

Figure IV



In May 2005, a total of 62 actual single-family housing permits, representing a value of \$10,346,638, were issued. This value represents a 35.58% increase from the same period a year ago. Annualized single-family housing starts of 773 represent a value of \$150,957,257.

Figure IV left shows actual single-family housing starts versus annualized housing starts for April 2001 through April 2005.



Economic Analysis

Yield Curve
Figure V

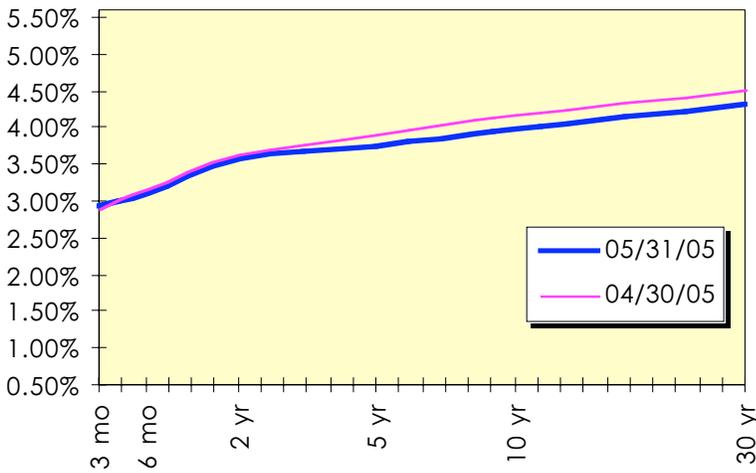


Figure V, left, shows the U.S. Treasury yield curve for May 31, 2005 in comparison to April 30, 2005. The majority of reported treasury yields decreased in the month of May, with the greatest decrease in reported rates occurring in the 10-year sector at -20 basis points, and the only increase in reported rates occurring in the 3-month sector at +6 basis points.

Unemployment Rates
Unadjusted Rate Comparison
Figure VI

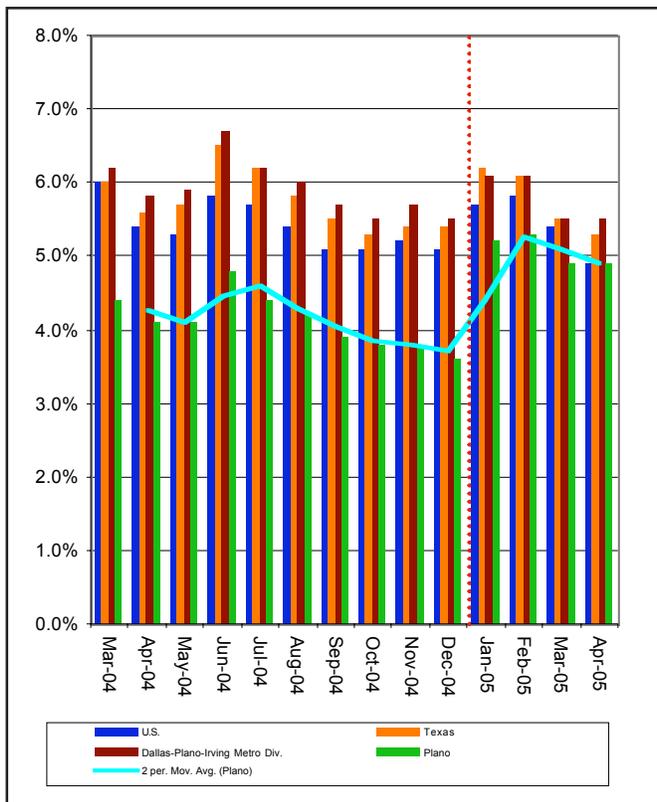


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from April 2004 to April 2005.

*Due to recent changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 (dotted red line) are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may occur.

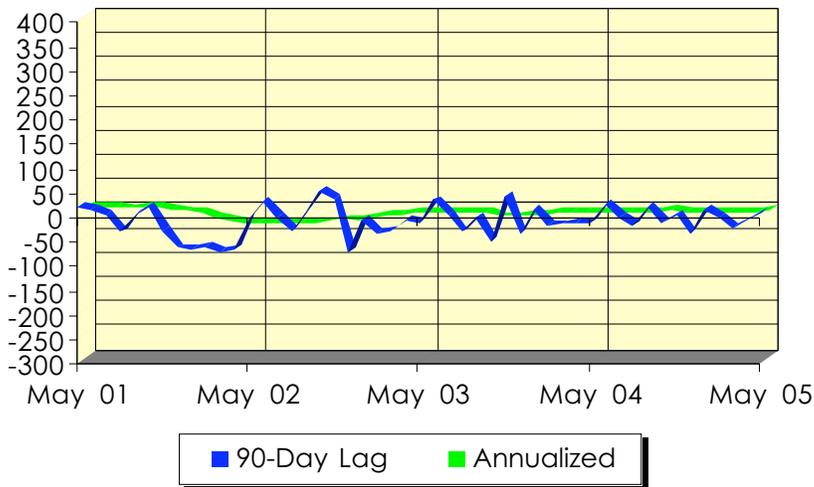


Economic Analysis

Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized).

Housing Absorption 90-Day Lag From Permit Date

Figure VII

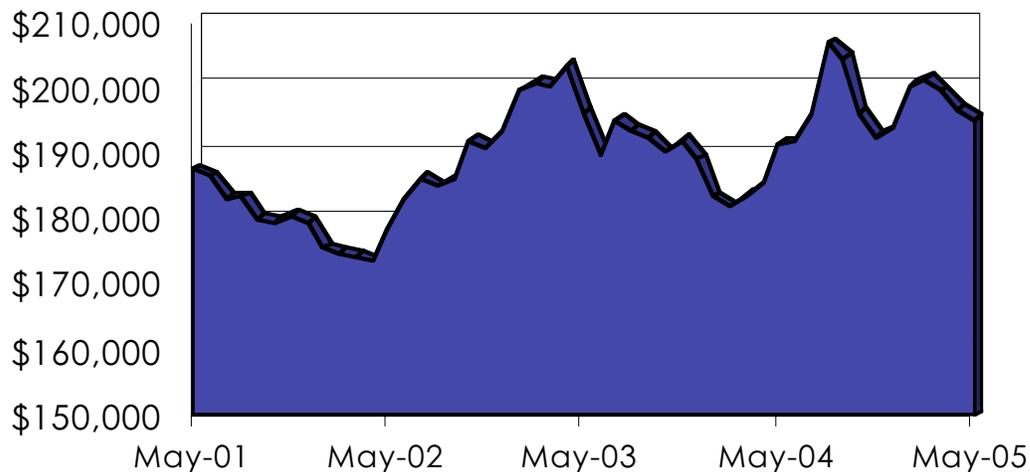


For the current month, the 90-day lag is 8 homes, meaning that in February 2005 there were 8 more housing starts than new refuse customers in May 2005. The annualized rate is -3 which means there was an average of 3 less housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 1.94% to \$195,288 when compared to May 2004.

Single-Family New Home Value

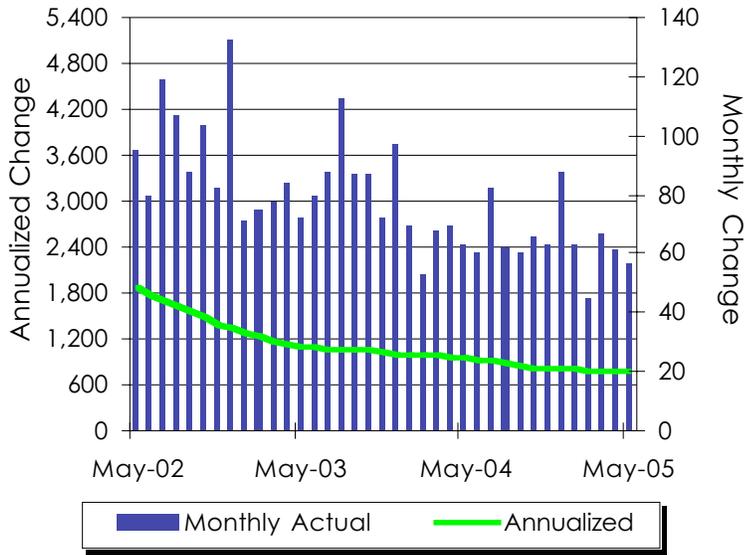
Figure VIII



Economic Analysis

Refuse Collections Accounts Net Gains/Losses

Figure IX

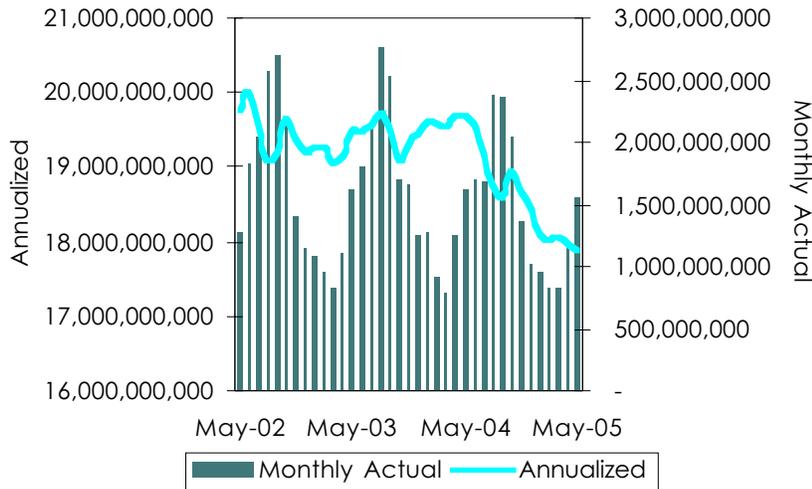


In May, net new refuse collection accounts totaled 57, in comparison to 63 new accounts in May of 2004. This change represents a decrease of 9.52% year-to-year. Annualized new refuse accounts totaled 774, showing a decrease of 174, or a -18.35% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

Local Water Consumption (Gallons)

Figure X



In May, the City of Plano pumped 1,914,250,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,546,391,000 gallons among 75,462 billed water accounts while billed sewer accounts numbered 71,919. The minimum daily water pumpage was 45,022,000 gallons, which occurred on Sunday, May 29th. Maximum daily pumpage was 85,041,000 gallons and occurred on Monday, May 23rd. This month's average daily pumpage was 61,750,000 gallons.

Figure X shows the monthly actual and annualized average for local water consumption.

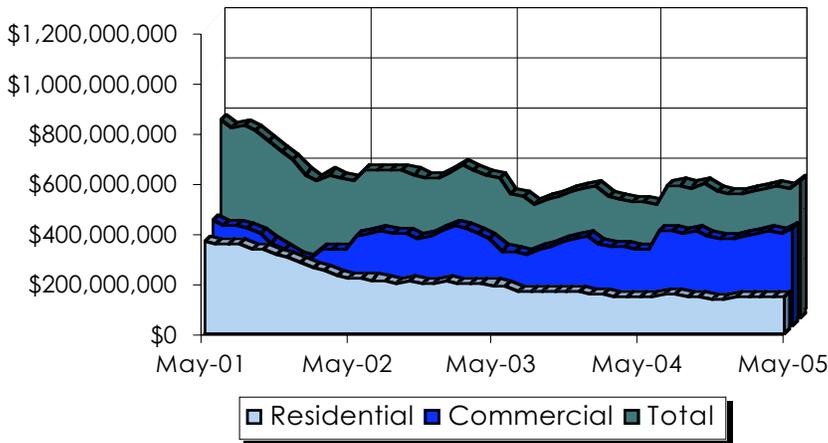


Economic Analysis

In May, a total of 125 new construction permits were issued, valued at \$53,214,942. This includes 62 single-family residences, 2 apartment buildings, 1 church, 1 hospital, 10 office/bank buildings, 1 school, 3 retail/restaurant/other, 4 other, 9 commercial additions/alterations, 30 interior finish-outs, and 2 demolitions. There were 29 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



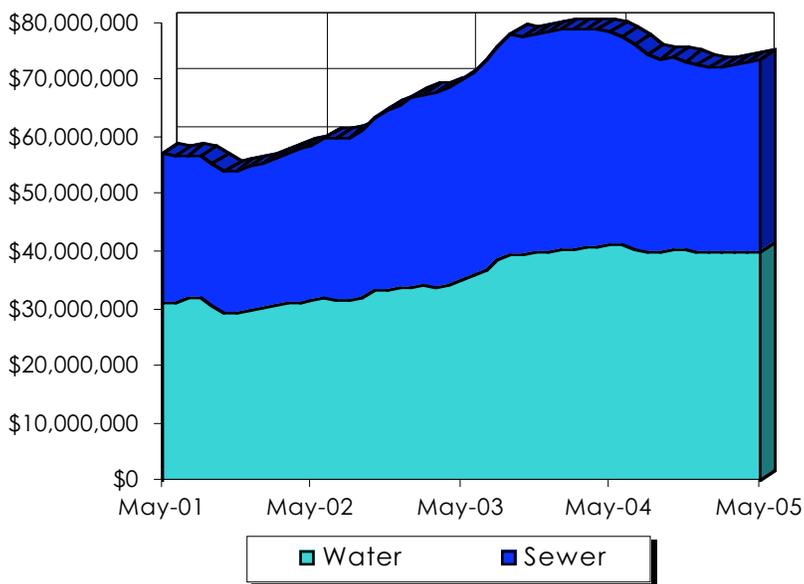
The overall annualized value was \$542,600,246, up 19.54% from the same period a year ago. The annualized value of new residential construction increased to a value of \$150,957,257, up 0.64% from a year ago. The annualized value of new commercial construction increased 28.87% to \$391,642,989.*

* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in May were \$3,307,383 and \$2,770,103, an increase of 3.66% and 3.98% respectively, compared to May 2004 revenues. The aggregate water and sewer accounts netted \$6,077,486 for an increase of 3.80%.

Annualized Water & Sewer Billings

Figure XII



May consumption brought annualized revenue of \$40,058,050 for water and \$33,533,367 for sewer, totaling \$73,591,417. This total represents a decrease of 6.09% compared to last year's annualized revenue.

Figure XII presents the annualized billing history of water and sewer revenues for May 2001 through May 2005.

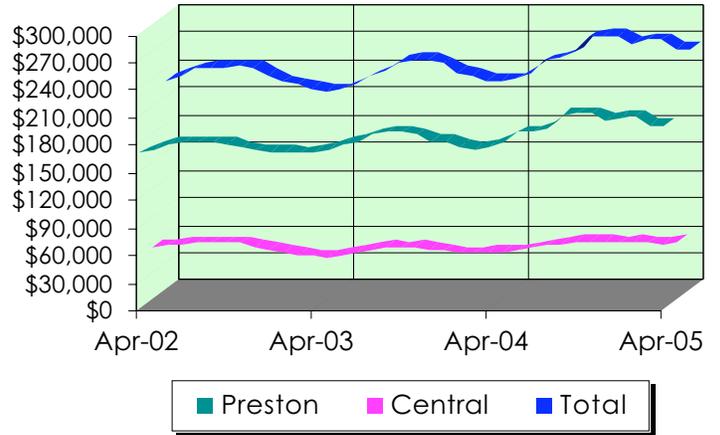


Economic Analysis

April revenue from hotel/motel tax was \$276,790. This represents an increase of \$21,664 or 8.49% compared to April 2004. The average monthly revenue for the past six months (see graph) was \$261,771, an increase of 14.87% from the previous year's average. The six-month average for the Central area increased to \$62,698 and the Preston area average increased to \$199,073 from the prior year.

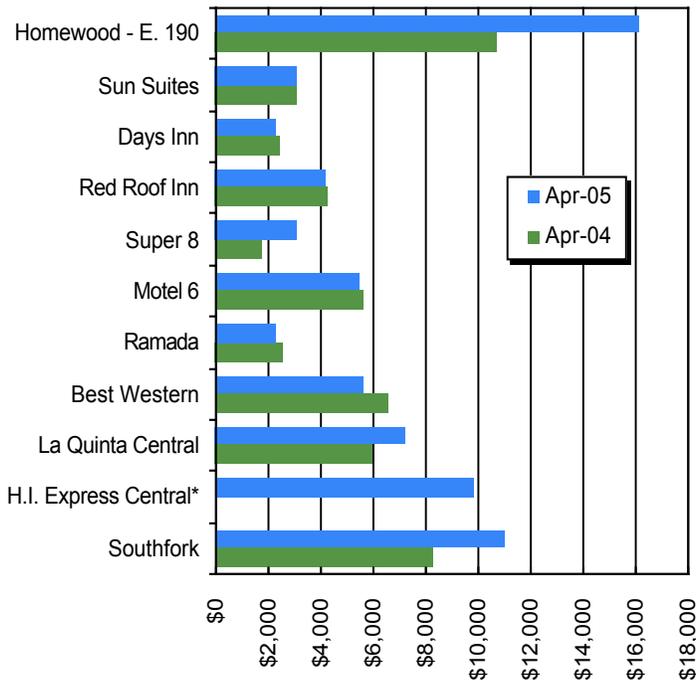
¹This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Hotel/Motel Occupancy Tax Six Month Trend Figure XIII



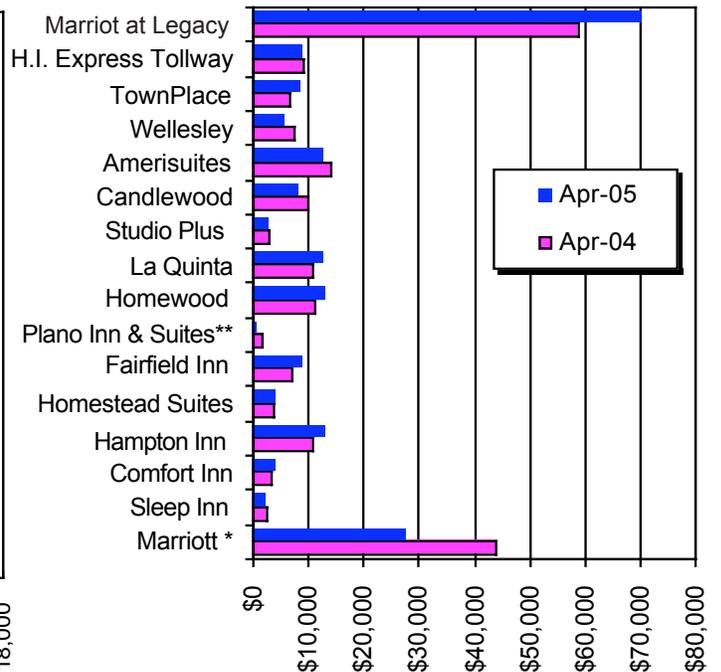
Figures XIV and XV show the actual occupancy tax revenue from each hotel/motel in Plano for April 2005 compared to the revenue received in April 2004.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Central Figure XIV



*The Holiday Inn Express, formerly the Holiday Inn, was closed for remodeling from the middle of January 2004 to July 2004.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Preston Figure XV



* Since December 1998, Marriott International Tax Revenue Numbers On This Graph Represent Three (3) Marriott-Owned Hotels (Courtyard By Marriott 1N4, 1ND, and Residence Inn #323)

** Formerly the Hearshide Hotel





Section 3

City of Plano Comprehensive Monthly Finance Report

Funds of the City of Plano are invested in accordance with Chapter 2256 of the “Public Funds Investment Act.” The Act clearly defines allowable investment instruments for local governments. The City of Plano Investment Policy incorporates the provisions of the Act and all investment transactions are executed in compliance with the Act and the Policy.

Investment Report

INVESTMENT REPORT

MAY, 2005

Interest received during May totaled \$530,716 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

During May, the two-year Treasury note yield decreased steadily throughout the month, starting at 3.64 and ending at 3.59.

As of May 31, a total of \$212.2 million was invested in the Treasury Fund. Of this amount, \$22.7 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$189.0 million was in the remaining funds

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$16,000,000	\$108,052,000	\$117,145,000	\$133,145,000
(2) Interest Received	\$530,716	\$3,839,797*	\$3,846,516	\$5,735,635
(3) Earnings Potential Factor	122.5%	119.3%	139.1%	193.4%
(4) Investment Potential	104.8%	106.1%	103.0%	100.4 %
(5) Actual Aggressive Dividend	\$29,645	\$466,303	\$163,898	\$239,104
(6) Average 2 Year T-Note Yield	3.59		2.51	

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools.
- (2) Cash basis.
- (3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
- (4) Measures the percent of funds invested at month end compared to total available investable funds.
- (5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
- (6) Compares 2005 to 2004.

Month-to-Month Comparison

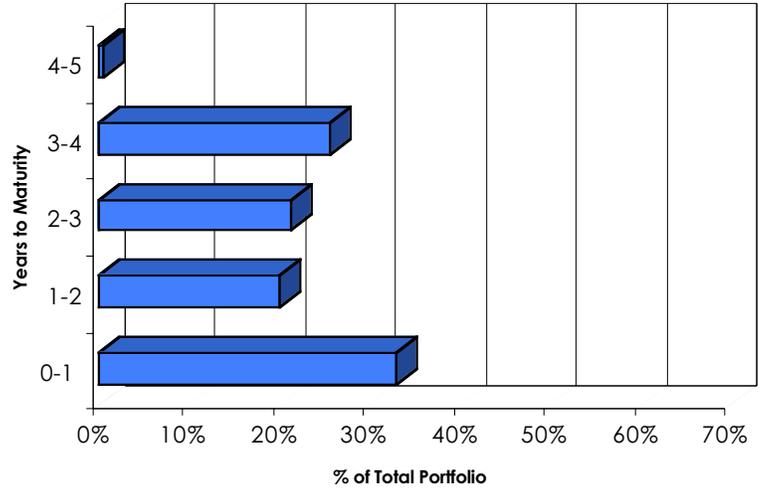
	Apr 05	May 05	Difference
Portfolio Holding Period Yield	2.85	2.93	.08 (8 basis points)
Avg. 2-Year T-Note Yield	3.64	3.59	-.05 (-5 basis points)



INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

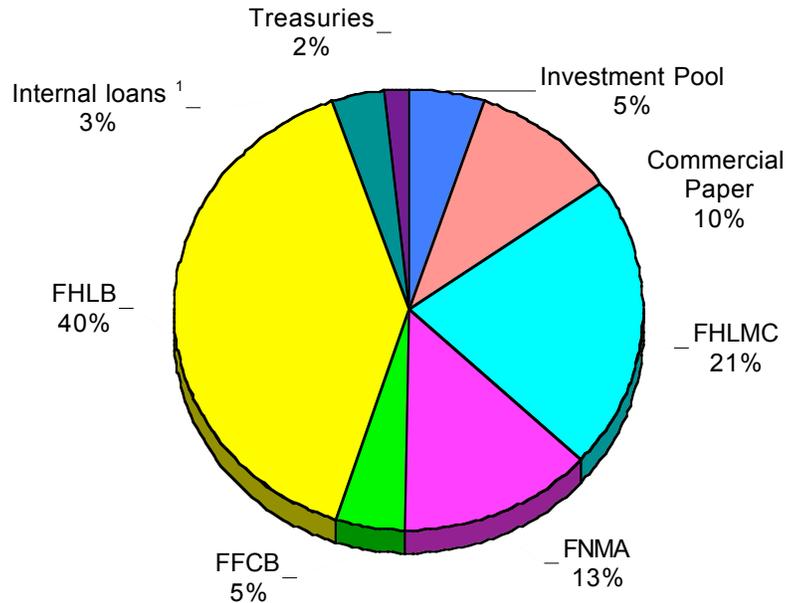
Years to Maturity*	Face Value	% Total
0-1	\$ 73,200,943	32.92%
1-2	44,210,000	19.88%
2-3	47,040,000	21.16%
3-4	56,890,000	25.59%
4-5	1,000,000	0.45%
Total	\$ 222,340,943	100.00%



*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 11,700,943	5.26%
Commercial Paper	22,500,000	10.12%
FHLMC	47,665,000	21.44%
FNMA	30,000,000	13.49%
FFCB	10,695,000	4.81%
FHLB	87,780,000	39.48%
Internal loans ¹	8,000,000	3.60%
Treasuries	4,000,000	1.80%
Total	\$ 222,340,943	100.00%



¹ Internal loans on annual basis as percent of portfolio



INVESTMENT REPORT

Allocated Interest/Fund Balances May, 2005

Figure III

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	121,362.54	171,963.42	\$48,276,026.16	22.75%
G.O. Debt Service	65,665.24	45,240.85	26,824,786.83	12.64%
Street & Drainage Improvements	(2,014.17)	31,618.96	(1,531,403.76)	-0.72%
Sewer CIP	17,685.53	40,444.71	7,265,181.22	3.42%
Capital Reserve	66,312.91	154,360.17	27,172,706.39	12.80%
Water & Sewer Operating	(15,161.41)	17,248.25	(6,883,309.48)	-3.24%
Water & Sewer Debt Service	7,631.34	12,994.62	2,705,043.85	1.27%
W & S Impact Fees Clearing	956.05	2,960.65	423,229.25	0.20%
Park Service Area Fees	9,773.87	23,093.44	4,008,275.04	1.89%
Property / Liability Loss	13,275.64	33,042.62	5,510,783.81	2.60%
Information Services	19,608.29	45,856.21	8,120,123.90	3.83%
Equipment Replacement	23,576.88	33,285.57	9,788,032.31	4.61%
Developers' Escrow	16,650.07	40,831.37	6,755,184.88	3.18%
G.O. Bond Funds	56,947.71	171,317.74	22,680,405.00	10.69%
Municipal Drainage Bond Clearing	2,389.55	8,165.24	976,943.08	0.46%
Other	123,419.44	312,570.35	50,027,004.38	23.57%
Total	\$525,639.56	\$1,125,474.81	\$212,216,156.96	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of May 31, 2005, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Matured/ Sold/Called		
Dec-03	210,495,739	2.88%	18	8	1222	148
Jan-04	250,043,966	2.59%	21	12	1023	157
Feb-04	258,925,214	2.69%	12	11	1087	158
Mar-04	253,572,319	2.30%	9	28	841	139
Apr-04	245,726,182	2.30%	8	11	835	136
May-04	234,169,952	2.41%	6	3	871	142
Jun-04	229,806,945	2.49%	2	3	861	141
Jul-04	222,498,884	2.49%	2	4	857	139
Aug-04	228,040,422	2.46%	2	5	808	135
Sep-04	193,870,437	2.71%	1	10	911	127
Oct-04	186,405,776	2.74%	4	4	925	127
Nov-04	184,228,731	2.80%	7	8	921	125
Dec-04	206,210,169	2.77%	5	2	801	128
Jan-05	239,173,039	2.75%	13	2	672	139
Feb-05	253,145,268	2.87%	9	4	809	144
Mar-05	239,564,985	2.83%	2	4	639	142
Apr-05	234,335,664	2.92%	2	5	628	139
May-05	222,340,943	2.93%	8	4	643	143

* Does not include investment pool purchases.



INVESTMENT REPORT

*Equity in Treasury Pool
By Major Category
Figure IV*

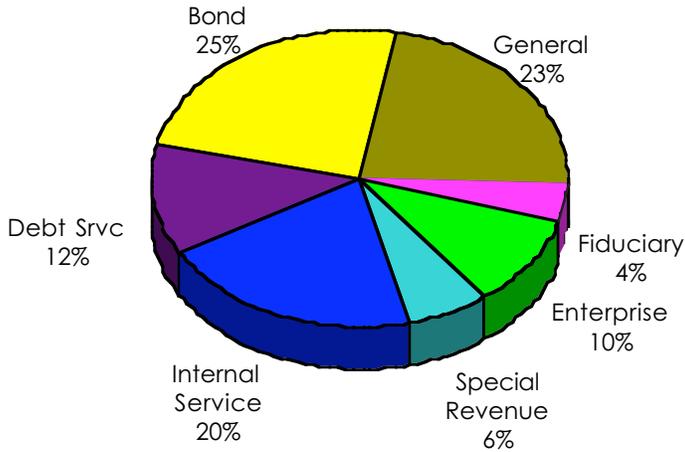
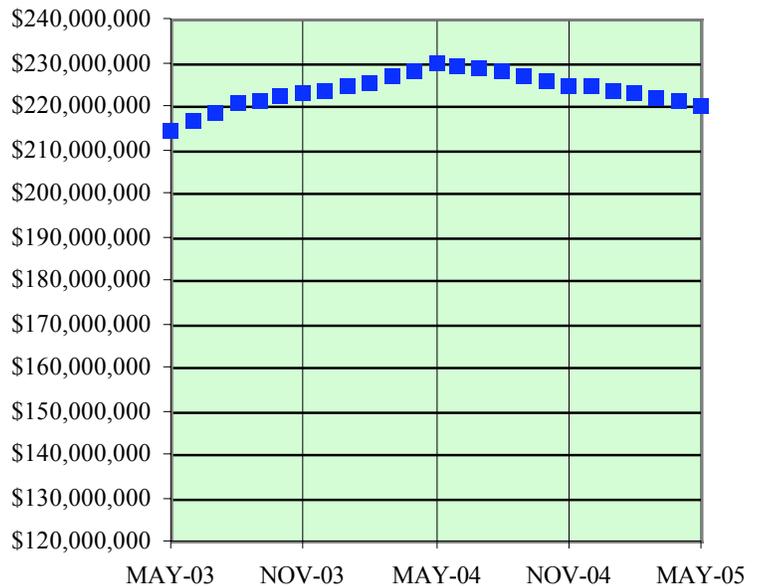


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of May 31, 2005. The largest category is made up of Bond Funds in the amount of \$53.0 million. Closest behind is the General Fund with a total of \$50.0 million, and the Internal Service Fund with \$44.9 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for May 31, 2005 was 219,968,438. This is a decrease of \$9,625,880 when compared to the May 2004 average of \$229,594,319.



Council Stipends

6/21/2005

CITY	POPULATION	FORM OF GOVERN.	MAYOR	CITY COUNCIL	OTHER
Plano	247,000	Mayor/Council/CM	\$700/mo	\$500/mo	Stipend
Allen	66,400	Mayor/Council/CM	\$30/meeting attended	\$10/meeting attended	Stipend
Amarillo	173,627	Commissioners/Manager	\$40/mo	\$40/mo	Stipend
Arlington	332,969	Mayor/Council/CM	\$250/mo	\$200/mo	Salary
Austin	656,562	Mayor/Council/CM	\$4,166/mo	\$3,333/mo	Salary
Corpus Christi	277,454	Mayor/Council/CM	\$750/mo	\$500/mo	Stipend
Dallas	1,188,850	Mayor/Council/CM	\$5,000/mo	\$2,875/mo	Salary
El Paso	563,662	Mayor/Council/CM	\$2,573/mo	\$1,519/mo	Salary
Frisco	73,900	Mayor/Council/CM	\$400/mo	\$360/mo	Stipend
Ft. Worth	534,694	Mayor/Council/CM	\$75/meeting attended	\$75/meeting attended	Stipend
Garland	221,950	Mayor/Council/CM	\$400/mo	\$200/mo	Plus \$50 per CC meeting attended
Houston	1,953,631	Strong Mayor/Council	\$165,844/yr based on 150% of State District Judge's Salary	\$44,225/yr based on 40% of State District Judge's Salary	Salary

Pom va

CITY	POPULATION	FORM OF GOVERN.	MAYOR	COUNCIL	OTHER
Lubbock	199,564	Mayor/Council/CM	\$80/mo \$3,900/yr car allowance \$1,500/yr phone allowance	\$25/mo \$3,300/yr car allowance \$1,200/yr phone allowance	Salary
McKinney	92,500	Mayor/Council/CM	\$50/for each CC meeting attended Plus extra \$100 for Mayor not to exceed \$2,500 annually	\$50/for each CC meeting attended	Stipend
San Antonio	1,144,646	Mayor/Council/CM	\$20/per meeting not to exceed \$1,040/yr PLUS \$3,000/yr	\$20/per meeting not to exceed \$1,040/yr	Stipend
Waco	113,726	Mayor/Council/CM	\$0	\$0	

Pom v la

MEMO

DATE: June 15, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on June 27, 2005.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>No items to consider</u>	<u>Tax Increment Financing Reinvestment Zone No. 2 Board</u> Appointment of Council Member LaRosiliere as member and chair of the board.

Pom via

**Discussion/Action Items for Future Council Agendas
(as of June 21, 2005)**

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

July 4 – Independence Day Holiday

July 25

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Community Relations Commission and Cultural Affairs Commission Reports

Public Hearing: Zoning Case 2005-22 - A request for a Specific Use Permit (SUP) for Household Care Institution on one lot on 1.7± acres located on the west side of Independence Parkway, 117± feet south of Cricket Drive. Zoned Neighborhood Office (O-1). **Applicant:** Collin Intervention to Youth, Inc.

July 27

Budget

August 2 – National Night Out

August 8

Planning and Zoning Commission and Animal Advisory Committee Reports
Thomas H. Muehlenbeck Recreation Center Update (Wendell 15 min.)

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

August 22

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Plano Housing Authority Board and Self Sufficiency Committee Reports

September 5 – Labor Day Holiday

September 12

Keep Plano Beautiful Commission and Transition Revitalization Commission Reports

POM VIIA

September 25 – 28 – ICMA - Minneapolis

September 26

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Parks and Recreation Planning Board Report

October 3 – 7 – PISD Fall Break

October 10

Building Standards Commission and Board of Adjustment Reports

October 24

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

October 26 – 29 – TML – Gaylord Texan, Grapevine

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

November 14

November 24 – 25 – Thanksgiving Holidays

November 28

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

December 6 – 10 – NLC – Charlotte, NC

December 12

December 23 – 26 – Christmas/ Winter Holidays

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

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

January 2, 2006 – New Year Holiday

Pomville



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager	<i>[Signature]</i>	<i>6/20/05</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Presentation: Gifts to City from Mayor Lin of HsinChu City, Delivered by PISD Students Who Visited Taiwan					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(s):					
COMMENTS:					
SUMMARY OF ITEM					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>JW</i>	5/24/05
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: Tom Wolfe - First Ever World Master's Swimmer of the Year				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i> 6/8/05	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: The Regional Cooperation Award to Environmental Waste				
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		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	5/10/05
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: "July is Parks and Recreation Month"				
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 Senior Citizen Advisory Board

- **9 Members**

- Sue R. Barron
- Joseph Celso (Chair)
- David Heinze
- Mary Jane Ketcham
- Mary Norman, MD
- Carol Rothschild (Vice Chair)
- Naomi Selinger Sanit
- Annette S. Vineyard
- James D. Williams

- **Parks & Recreation Staff**

- Colette Hall
- Diann Hand

- **Council Liaisons**

- Jean Callison
- Harry LaRosiliere

2

Senior Citizen Advisory Board – Sunset Review Meeting March 2005

GOALS:

- Conduct survey to gather points of concern by Senior Citizens -**Complete**
- Analyze and prioritize survey results -**Complete**
- Begin workshops to determine plans for recommendations - **In Process**
- Solicit input from Seniors on recommendations and plans

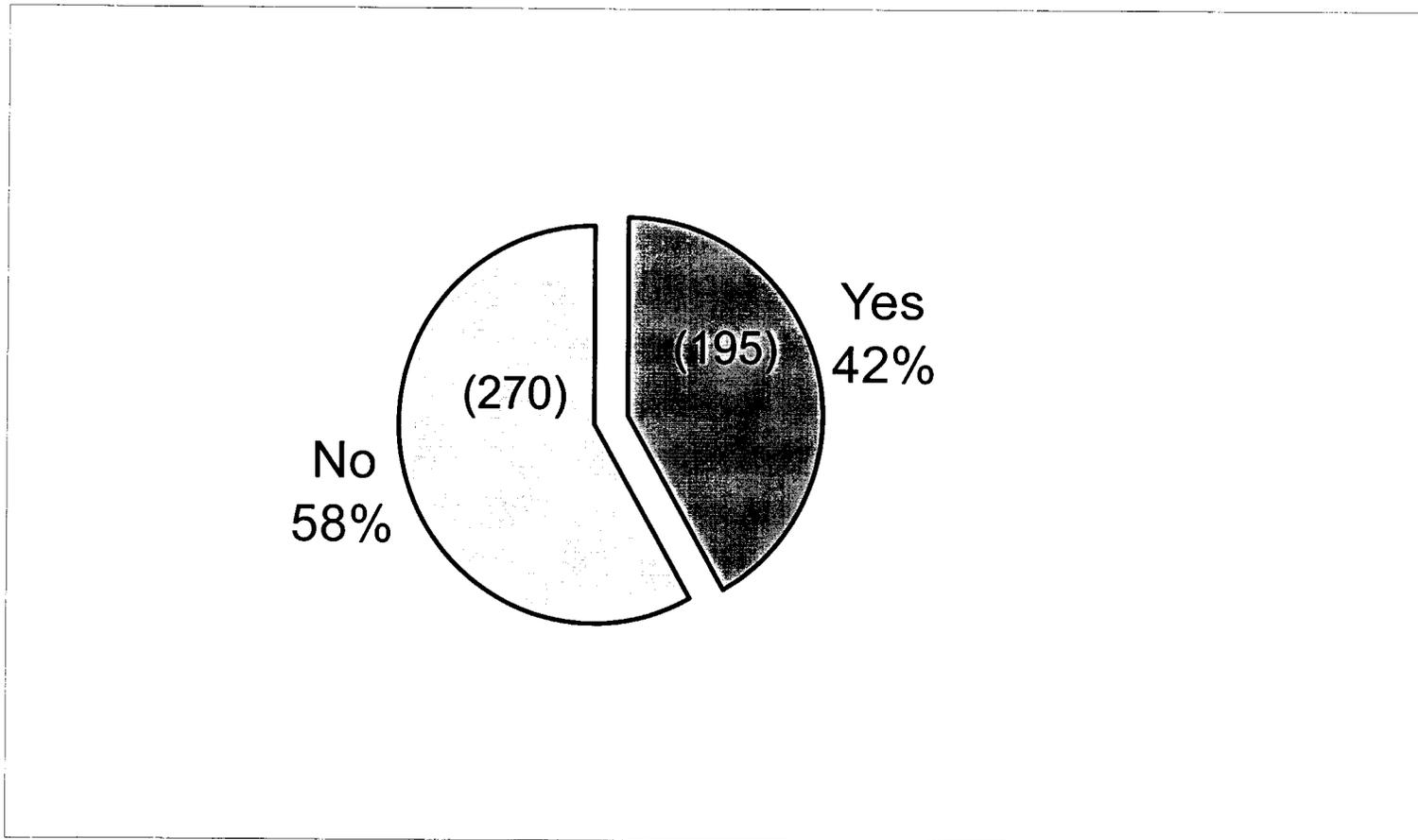
UPDATES:

- Began monthly Board meetings -**Complete**
- Designed survey forms -**Complete**
- Printed and distributed survey forms throughout Plano -**Complete**
- Presentations of survey forms at various facilities -**Complete**
- Collect surveys returned for review -**Complete**
- Analyzed and Prioritized categories -**Complete**
- Began information gathering on Transportation item - **In Process**

CONCERNS:

- Need to determine, and possibly limit the scope of recommendations
- Need to be realistic about feasibility of projects
- Need to retain enthusiasm by Board
- Need to increase level of communications between Seniors and currently available programs

Do you feel that the City of Plano is addressing affordable housing for senior citizens?

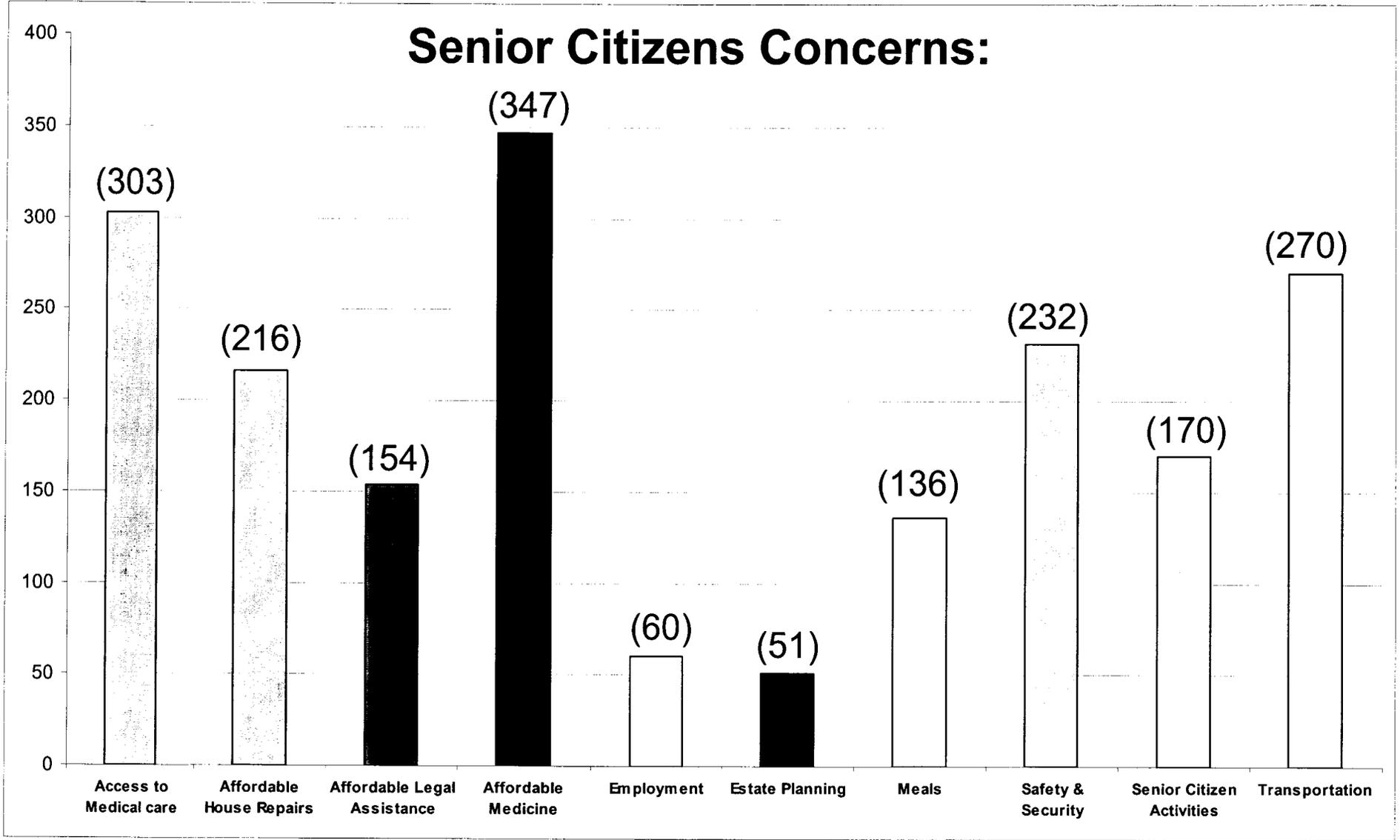


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465 responses from 2000 survey cards distributed

7

Plano Senior Citizen Advisory Board – Survey Responses As of: 06/02/2005



465 responses from 2000 survey cards distributed



TRANSPORTATION ADVISORY COMMITTEE 2004-2005 ANNUAL STATUS REPORT

M:TAC Annual Report 6-27-05.doc

Committee Activities

- Worked on developing a **Share the Road Program**.
 - Held a well attended public hearing to gather comments on developing the program. Received comments from bicycle, motorcycle, and pedestrian representatives. Project is currently under design.

Project is 20% completed

- Recommended revisions to the **Safe Streets Program Policy**.
 - Proposed revisions increases citizen understanding of the policy, reduces unnecessary program expenditures, and better coordinates traffic safety and enforcement services from other departments. TAC continues to address new issues that arise as projects progress through the SSP process.

Revisions are 90% completed

- Recommended revisions to the **Standard Construction Materials** used for permanent devices to the TED.
 - Evaluated a neighborhood suggestion to allow their financial participation in the cost of neighborhood traffic safety improvements, and to use concrete instead of asphalt construction materials. Evaluation concluded that neighborhoods should not be able to financially participate, and that asphalt remains the preferred construction material.

Analysis is 100% completed

- Monitor other **Boards and Commission Activities**
 - Monitor other activities stay abreast of issues that affect transportation within the City of Plano.

This is an ongoing effort

- Foster **New Ideas and Open Discussion**
 - Committee members have increased their rapport to insure that ideas flow freely on any given issue, and that each member feels their concerns have been fully discussed.

This is an ongoing effort

5

Committee Needs and Wishes

- Increased knowledge about other **Transportation Issues Facing the City**
 - TAC members are seeking opportunities to discuss new issues. Transportation issues involving administration, construction, planning, and operations are of interest.

This is an ongoing effort

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 13, 2005**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:02 p.m., Monday, June 13, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Magnuson. Council Member LaRosiliere arrived at 5:06 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:30 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

No items were brought forward.

Technology Commission Update on 2nd Annual Internet Security Conference

Technology Commission Chair Johnson presented an overview of the Internet Security Conference held, positive evaluations and in-kind donations received, and spoke to recommendations for future events. He spoke to communicating and challenging the telephone and cable companies in the broadband coming into the City.

City Manager Muehlenbeck spoke to the event's financial shortfall of approximately \$10,000 and the corresponding item to fund the shortfall on the Consent Agenda. Council Member Stahel spoke to the Technology Commission looking at alternate plans in the future for this event in order to break even financially and stated that it is his recommendation that the City fund this event with the same dollar amount as is given to other organizations for similar events. Mr. Johnson advised the Council that this issue will be taken up by the Commission after which time they will report back.

Discussion and Direction Regarding Sign Enforcement Strategies

Chief Building Official Mata spoke to the history of the 1990 election referendum and subsequent sign ordinance which prohibits placement of signs in the public right-of-way. He spoke to current enforcement for removal of signs, an average of 228 signs removed weekly, citations issued, enforcement enhancements, and staggering the hours of the inspectors to provide maximum coverage. Mr. Mata spoke to use of the internet to track the source of a sign, using the media, letters to homeowner associations, use of Plano Television Network, inserts in the water utility bill, and placement of information on counters at City buildings in an effort to get the word out. He stated that stronger enforcement begins August 1.

Mr. Mata responded to the Council that steel signs are recycled, and that information is included on garage sale permits regarding sign ordinance violations. Council Member Stahel spoke to focusing on repeat offenders such as those who place signage in the right-of-way and pay fines as part of the cost of doing business. Mayor Evans spoke to warnings being given to lesser offenders. City Manager Muehlenbeck spoke to part-time employees working to collect illegally placed signs and to leaving it to the discretion of the inspector picking up the signs whether or not a citation is issued. City Attorney Wetherbee advised that the decision to issue the violation is at the discretion of the code enforcer and that the fine amount is determined by the judge. Council Member Ellerbe spoke to clarifying to the citizens exactly what the right-of-way is to which Mr. Mata spoke to including this information on the permit.

Mr. Mata stated that information is made available to the public regarding sign regulations by the use of several medias and spoke to moving forward.

Tree Program Update

Urban Forester Reneé Burke-Brown provided an update to the Council on the Tree Program, awards and grants received, and spoke to the benefits of urban forestry in the City. She spoke to tools and resources used, reviewed mapping capabilities and tree documentation, sample data gathered from Haggard Park, and stated that 42 out of 80 parks in the City have been inventoried. Ms. Burke-Brown spoke to the monetary value and investment of the City's trees, and stated that most of the trees are in good condition.

Discussion and Direction Concerning a Housing Market Study of Downtown Plano

Executive Director Turner spoke to obtaining two proposals for study of the housing market in the downtown area, what the benefits might be as well as the downside, validity and reliability issues, and also the cost of obtaining a study. He advised that the proposals are from Metrostudy and M/PF Research which are national marketing research companies with large data bases to research, and to focusing primarily within a half-mile area of the DART platforms. Mr. Turner advised that the criteria for the study will include market demand for attached town home development, predicting the annual absorption of the product in the area, identifying what the likely price would be in this market area, and further stated this will not be a precise prediction. He spoke to looking at competing products in the area, changes in demographics occurring in the next five to ten year period, and to historical sales data. Mr. Turner spoke to there being limitations to this type of study of smaller areas allowing for them to be less reliable and tending to be a qualitative judgment on the part of the analyst. He stated that the intention is to establish a benchmark, determine whether it is on target, and further advised that the unintended consequence of the study is that it becomes public information which could have an impact on the development and in the attraction of investors. Mr. Turner spoke to the cost ranges of the studies, and stated that upon concurrence of the Council to move forward, a recommendation for this will come back to the City Manager for approval. He stated that only secondary data information will be used to make a judgment and it will not include actual person to-person contact.

Mr. Turner responded to the Council that M/PF Research is also looking at the Parker Road Station similarly along with the downtown station, that Rice Field would not fit into the category of secondary data information, and that there would be qualitative judgment and observations regarding Rice Field versus conclusions about the downtown area. Mayor Pro Tem Lambert and Deputy Mayor Pro Tem Johnson spoke in support of the study. Mr. Turner stated the study would take approximately two months to finally complete and that the primary data may raise the accuracy of the report but would not increase the longevity. Council Member Ellerbe spoke to there not being a need for the study, the uniqueness of the product, there being a lack of risk involved, and stated that the study would have short term benefits. Mayor Evans and Council Member Callison stated their agreement with Ms. Ellerbe. Mayor Evans stated that there is no existing competition, spoke to purchasing a study which provides highly subjective and unreliable information, and further stated that becoming public information might artificially affect the market. She spoke to the success of Amacus and Legacy Park and that the risk is on the developer and not the City. Ms. Callison stated she believes there are outstanding factors that the study cannot quantify. Mr. Johnson spoke to this being a unique market and obtaining more information. Council Member Stahel spoke to working with two reliable firms, the study providing a low risk with a high reward, the benefit of having an objective party's opinion with respect to Parker Road and to including this into the study, and stated that this won't harm negotiations with the developer and will be a worthwhile investment. Mr. Lambert spoke to the study using similar areas and not going to the downtown area, and stated that he concurs with spending the dollars.

Mr. Turner spoke to costs involved on both sides and stated that the study is not to ascertain whether or not to go forward. Council Member Stahel spoke to this being a validation of the plan and to fine tuning. Mr. Turner responded to the Council that the developer is responsible for providing research for the investors of the project and that the content of that research is between them and stated that while they may provide conclusions of their findings that it will not be an actual report. He stated that the developer is extending the greatest amount of risk and that investors and lenders will have to believe in the project. Council Member LaRosiliere spoke to the market dictating what needs to be built, being more comfortable with having primary data, there being a chance of hurting the project with the information made public, receiving subjective information from the study, gauging opinions, and to not being in favor of the study. Mayor Evans concluded that the City will not go with the study and will pay careful attention in the negotiations. Mr. Turner stated that while not a study, Staff can obtain data from surrounding areas. Mayor Evans spoke to possibly doing future market studies when looking at the Parker Road Station.

Council Items for Discussion/Action on Future Agendas

Council Member Stahel recommended that the Council look at the current stipend for the Mayor and Council Members. City Manager Muehlenbeck recommended that this be discussed at the June 27 Council Meeting.

Consent Agenda

Council Member Stahel advised that due to a possible conflict of interest he will be stepping down on Consent Item "P," purchase from an existing contract for a Sun Fire server and memory board and requested that this item be removed for individual consideration.

City Manager Muehlenbeck advised that Consent Item "U," resolution to approve a real estate agreement with GKN Venture, Ltd. is removed from the agenda.

Citizen of the City Sonja Hammar asked that Consent Item "X," resolution for participation in the Collin County Parks and Open Space Project Funding Assistance Program, be removed for individual consideration.

With regard to the Regular Agenda, Council Member Callison advised that due to a possible conflict of interest, she will be stepping down on Item "4," Zoning Case 2005-14 - Public Hearing and ordinance to amend the Comprehensive Zoning Ordinance, and further Mayor Pro Tem Lambert advised that due to a possible conflict of interest, he will be stepping down on Item "5," Zoning Case 2005-15 - Public Hearing and ordinance to amend the Comprehensive Zoning Ordinance.

Council Reports

Mayor Pro Tem Lambert stated that he and Council Member Ellerbe attended the Baylor Park Hospital groundbreaking, and further that he and Deputy Mayor Pro Tem Johnson attended the Plano Citizens Academy graduation.

Personnel – Board and Commission Liaisons

Mayor Evans advised the Council that board and commission liaison appointments will be forwarded to the Council by e-mail.

Nothing further was discussed. Mayor Evans recessed the meeting at 7:01 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
June 13, 2005

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council into the Regular Session on Monday, June 13, at 7:14 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Magnuson.

The invocation was led by Dr. Robert Hasley of St. Andrew United Methodist Church

The Pledge of Allegiance was led by Director of Libraries Baumbach.

Mayor Evans received recognition of the Plano Public Library System Awarded by the Texas Municipal Library Director's Association.

GENERAL DISCUSSION

Sonja Hammar, citizen of the City, spoke to approaching the Collin County Board of Realtors regarding weekend signs placed around the City. She spoke regarding the processing of grant applications and reviewing the origin of funding for performing arts groups and venues at which they are performing. Ms. Hammer spoke in support of groups displaying the City's logo regardless of the level of funding.

Jack Lagos, citizen of the City, spoke to appointing a Council liaison to the Arts of Collin County Commission, to making the public aware of monies that flow between the Arts of Collin County and the Arts of Collin County Foundation and to private funding as being a component of the venture. Mayor Evans spoke to Council Member LaRosiliere being the liaison to the Commission.

Board/Commission Reports

Heritage Commission

Heritage Preservation Officer Watson spoke to the Heritage Commission's primary roles including heritage designations, certificates of appropriateness review for designated properties, historic tax exemption program, preservation grants program and promoting awareness of the history and preservation of the City. He advised that there are presently 31 individual properties and two historic districts, spoke to possible amendments of the preservation ordinance to be brought before the Council and to the creation of a handbook for historic tax exemption applicants. Mr. Watson spoke to the level of funding under preservation grants, plans to host a training conference, participation in the Blackland Prairie Festival and hosting of the Annual Heritage Preservation Awards. He spoke to progress made on the Thornton House. Council Member Stahel spoke to work done by Staff and the Commission and Deputy Mayor Pro Tem Johnson spoke to Mr. Watson being named by Governor Perry to the State of Texas Historic Commission.

Library Advisory Board

Library Advisory Board Chair Harmon Norton provided the Council with an update of activities including rotating meetings among City libraries with review of operations and the special needs of each location. He spoke to a review and update of board goals and objectives and the libraries' annual report, review of Texas Library Standards and support for the recent bond election. Mr. Norton spoke regarding an art project at Schimelpfenig Library, perpetual review of library codes/policies and updates to the calendar of events. He advised regarding the grand re-opening of Haggard Library and expressed the board's appreciation for the support of the Council and the community. Mr. Norton responded to Mayor Evans, stating that the genealogy collection will be brought to Haggard Library from another facility and Director of Libraries Baumbach advised regarding the building of the collection.

CONSENT AGENDA

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

Citizen Jack Lagos requested that Consent Agenda Item "R" be removed for individual consideration.

City Manager Muehlenbeck advised that Consent Agenda Item "U" has been removed from the agenda.

Citizens Jack Lagos and Sonja Hammer requested that Consent Agenda Item "X" be removed for individual consideration.

Council Member Callison advised that due to possible conflicts of interest, she would be stepping down on Regular Agenda Item "4."

Mayor Pro Tem Lambert advised that due to possible conflicts of interest, he would be stepping down on Regular Agenda Item "5."

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Ellerbe, the Council voted 7-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

May 17, 2005

May 19, 2005

May 23, 2005

June 1, 2005

June 2, 2005

Approval of Expenditures

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

To award Bid No. C156-05 for Waste and Wastewater Pumping Facilities Maintenance to Control Specialist, Inc. in the estimated annual amount of \$59,000 for an annual contract with renewals. [Consent Agenda Item (B)] (See Exhibit "A")

To award RFP No. G095-05 "RFP – City of Plano Hazard Mitigation Plan" to H2O Partners in the amount of \$38,000 for the 2004 UASI Grant. [Consent Agenda Item (C)] (See Exhibit "B")

To award Bid No. C163-05 for Senior Transportation Program to Collin County Committee on Aging d/b/a CCART in the estimated annual amount of \$110,000. This will establish a one-year contract with two City optional one-year renewals. [Consent Agenda Item (D)] (See Exhibit "C")

To award Bid No. C127-05 for a five-year contract for Public Safety Communications Lease Space to Howard & Showalter Investments in the estimated amount of \$184,768. This will establish a five-year contract with five optional one-year renewals. [Consent Agenda Item (E)] (See Exhibit "D")

To award Bid No. C158-05 for Water Meters ¾" – 2" to Master Meter in the estimated annual amount of \$283,136. This will establish an annual fixed-price contract with two optional one-year renewals. [Consent Agenda Item (F)] (See Exhibit "E")

To award Bid No. C165-05 for an annual fixed price contract for Ammunition for Police Department to Precision Delta Corporation, GT Distributors, and C&G Wholesale in the estimated annual amount of \$103,429. This will establish a one-year contract with two optional one-year renewals. [Consent Agenda Item (G)] (See Exhibit "F")

To award Bid No. C161-05 for an annual fixed-price contract for Rental of Automobiles to Enterprise Leasing Company of DFW in the estimated annual amount of \$142,128. This will establish a one-year contract with two optional one-year renewals. [Consent Agenda Item (H)] (See Exhibit "G")

To award Bid No. C160-05 for Ford Automobile & Light Truck OEM Parts to Park Cities Ford in the estimated annual amount of \$45,000. This will establish an annual fixed-price contract with two optional one-year renewals. [Consent Agenda Item (I)] (See Exhibit "H")

To award Bid No. B162-05 for Ridgeview Drive Widening from Custer Road to Independence Parkway to Tiseo Paving Company, Inc. in the amount of \$2,595,933. This project also includes construction of the westbound bridge over Young Branch Creek, landscaping and irrigation of medians, and improvements to Ridgeview Drive east of Custer Road with participation from the City of Allen. [Consent Agenda Item (J)] (See Exhibit "I")

To award Bid No. B175-05 for Ridgeview Drive - SH 121 Sewer Line to Murray Construction Co., Inc., in the amount of \$410,861. [Consent Agenda Item (K)] (See Exhibit "J")

To reject Bid No. B173-05 for Oak Point Amphitheater Sound System. [Consent Agenda Item (L)] (See Exhibit "K")

To reject Bid No. B172-05 for Oak Point Amphitheater Lighting System. [Consent Agenda Item (M)] (See Exhibit "L")

To reject Bid No. B145-05 for the Purchase of One New or Used Articulating Loader 4.0 YD Capacity. [Consent Agenda Item (N)] (See Exhibit "M")

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

To authorize the purchase of one (1) ASV RC-50 All Surface Skid Loader with Dirt Bucket in the amount of \$33,148 from Luber Bros. Inc., through H-GAC Cooperative Purchasing Program contract (GR01-04) and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (O)]

Adoption of Resolutions

Resolution No. 2005-6-1(R): To approve the purchase of additional DriveCams and Driving Feedback System for implementation on City operated vehicles in an amount not to exceed \$134,182 from DriveCam Video Systems, the sole source vendor of such equipment and services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2005-6-2(R): To approve the expenditure of bond funds authorized by the May 7, 2005, Bond Election, Proposition No. 4, prior to the actual sale of the bonds. [Consent Agenda Item (S)]

Resolution No. 2005-6-3(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (T)]

To approve the terms and conditions of a Real Estate Agreement by and between the City of Plano, Texas, and GKN Venture, Ltd., for the acquisition of a 0.874 acre sanitary sewer easement, a 2.774 acre temporary construction easement, and a 1.896 acre temporary access easement, all located north of Ridgeview Drive and west of Independence Parkway, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his designee; and providing an effective date. [Consent Agenda Item (U)] (This item was removed.)

Resolution No. 2005-6-4(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the construction and widening of Ridgeview Drive from Independence Parkway to Custer Road; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (V)]

Resolution No. 2005-6-5(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and City of Allen, Texas providing terms and conditions for concerning the improvements to Ridgeview Drive from west of Independence Parkway to east of Custer Road; authorizing its execution by the City Manager; and providing an effective date.. [Consent Agenda Item (W)]

Adoption of Ordinances

Ordinance No. 2005-6-6: To amend Ordinance No. 2005-2-8; to include the conversion of certain civilian positions to civil service positions in the Fire Department; providing for their qualifications, appointment and duties; and providing a repealer clause, a severability clause and an effective date. [Consent Agenda Item (Y)]

Ordinance No. 2005-6-7: To correct the placement in the Code of Ordinances of the City of Plano of Ordinance No. 2005-1-22 relating to the abandonment and recovery of shopping carts passed by the City Council on January 24, 2005; providing a repealer clause, a severability clause, and an effective date. [Consent Agenda Item (Z)]

Ordinance No. 2005-6-8: To amend Section 12-74(b) Maximum Limits on Specific Streets, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Plano Code of Ordinances to add a new Subsection "Mapleshade Lane" that establishes the prima facie speed limit of 35 miles per hour for motor vehicles operating along a portion of Mapleshade Lane between Silverglen Drive and Ohio Drive within the corporate limits of the City of Plano; authorizing and directing the traffic engineer to cause placement of traffic control devices indicating the speed limit; 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 penalty clause and an effective date. [Consent Agenda Item (AA)]

Ordinance No. 2005-6-9: To transfer the sum of \$10,441 from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation for Fiscal Year 2004-05 for the purpose of additional funding for the Internet Security Conference which was held at Plano Centre on April 12-13, 2005; amending the budget of the City and Ordinance No. 2004-9-15, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. [Consent Agenda Item (BB)]

END OF CONSENT

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

Purchase from Existing Contract/Agreement: To authorize the purchase of Sun Fire E2900 server and memory board with all attachments in the amount of \$91,510 from Sigma Solutions, Incorporated through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (Contract #DIR-VPC-03-010) [Consent Agenda Item (P)]

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to authorize the purchase of Sun Fire E2900 server and memory board with all attachments in the amount of \$91,510 from Sigma Solutions, Incorporated through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents.

Council Member Stahel resumed his place on the bench.

Resolution No. 2005-6-10(R): A resolution of the City Council of the City of Plano, Collin County, Texas, hereinafter referred to as “Co-applicant,” designating certain officials as being responsible for the co-applicant, acting for, and on behalf of the Arts of Collin County Commission, hereinafter referred to as the “Recipient” in dealing with Collin County, hereinafter referred to as “Grantor,” for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the “Program;” certifying that the recipient is eligible to receive program assistance; certifying that the recipient matching share is readily available; and dedicating the proposed site for permanent public arts and open space uses; and providing an effective date. [Consent Agenda Item (X)]

Sonja Hammar, citizen of the City, inquired regarding the request and City Manager Muehlenbeck responded that the item represents application being made to Collin County for parks and open space funding assistance by the three cities in the Arts of Collin County. Ms. Hammar spoke to not spending additional tax dollars over the amount approved by voters and to money going to the City of Allen. Mayor Evans spoke to receiving county funds to benefit citizens of the City.

Jack Lagos, citizen of the City, spoke to this item representing an increase in the amount of public funds being used for the project in the form of county taxes. He spoke to there being no working relationship in place with the Arts of Collin County Foundation and regarding the funding agreement not being in force. Mr. Lagos spoke regarding ownership of the land for the facility, requested information regarding the co-applicants for the request and spoke to raising private monies.

Executive Director of the Arts of Collin County, Inc. Baudoin spoke to \$72.9 million as being the ceiling for the project and stated that if \$3 million is acquired from the county program there would be less money left to be raised. He spoke to the county program being for new land and the need to close on the land at the same time the grant program is sealed. Mr. Baudoin stated that the co-applicants are the cities of Plano, Frisco and Allen. He spoke to the requested funds being used for trails along Rowlett Creek, an open meadow and open space that will be developed for community usage and stated that the \$72.9 million included this work. Mr. Baudoin spoke to funds being distributed over four years and being provided as a reimbursement.

Council Member Stahel spoke to the City looking for parks funding and possibly being in competition with itself. Deputy Mayor Pro Tem Johnson spoke to competition across the county for park dollars. Mayor Evans spoke to Plano being the largest city in the county and asking for tax money to be spent for the benefit of its citizens. Mr. Baudoin responded to Council Member Stahel, advising that since the initial pricing, there have been increases primarily in the area of developing the art park and infrastructure that needs to be in place. Mayor Evans spoke to other cities joining in and possibly the community college as well.

Resolution No. 2005-6-10(R) (cont'd)

Upon a motion made by Council Member Callison and seconded by Council Member LaRosiliere, the Council voted 7-0 to adopt Resolution No. 2005-6-10(R) of the City Council of the City of Plano, Collin County, Texas, hereinafter referred to as "Co-applicant," designating certain officials as being responsible for the co-applicant, acting for, and on behalf of the Arts of Collin County Commission, hereinafter referred to as the "Recipient" in dealing with Collin County, hereinafter referred to as "Grantor," for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the "Program;" certifying that the recipient is eligible to receive program assistance; certifying that the recipient matching share is readily available; and dedicating the proposed site for permanent public arts and open space uses; and providing an effective date.

Resolution No. 2005-6-11(R): To approve the terms and conditions of an agreement between the cities of Allen, Frisco, and Plano for funding services related to the Arts of Collin County Commission, Inc.; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (R)]

Jack Lagos, citizen of the City, spoke to funding being requested for a non-approved project, there being no funding agreement in place for the Arts of Collin County and to using a one-third calculation for the operating budget. City Manager Muehlenbeck spoke to the operating costs being based on the 2010 population. Council Member Stahel spoke to the Council receiving information regarding the current revised budget and Mr. Baudoin advised that this would be provided.

Upon a motion made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 7-0 to approve the terms and conditions of an agreement between the cities of Allen, Frisco, and Plano for funding services related to the Arts of Collin County Commission, Inc.; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2005-6-11(R).

Mayor Evans advised that Regular Agenda Item 9 would be considered now rather than later on the agenda.

Public Hearing and an ordinance as requested in Zoning Case 2005-09 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 137 so as to expand the Day Care Center on 1.8+ acres of land located on one lot at the southwest corner of Hedgcoxe Road and Georgetown Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7/Planned Residential Development-2 with Specific Use Permit No. 137 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #12. Applicant: Montessori Children's House [Regular Agenda Item (2)] Tabled 05-09-05 [Regular Agenda Item (9)]

Zoning Case 2005-09 (cont'd)

Director of Planning Jarrell advised the Council that this request was tabled for the applicant to meet with Staff and homeowners regarding outstanding issues, that a request has been submitted to table the item until June 27 to allow consideration by a full compliment of Council Members and that it would need to be removed from the table to allow for speakers. Council Member Stahel made a motion to remove the item from the table. The Council spoke to allowing time for speakers, clarifying that the request may be tabled and hearing the case at its scheduled time since there were other cases scheduled before it and Council Member Stahel withdrew his motion.

Mayor Evans advised that the item would be considered at its scheduled time later on the agenda.

Public Hearing for consideration of funding options for S.H. 121 main lanes from Dallas North Toll Road to U.S. 75. [Regular Agenda Item (1)]

City Engineer Upchurch spoke to review of the feasibility study for the construction of S.H.121 and to Public Hearings to receive input on the various options.

Deputy Director of TxDOT District 18 Bob Brown reviewed the feasibility report and the district's mobility plan and provided an overview of how projects are funded. He spoke to the affect alternative fuel vehicles would have on revenues from gasoline taxes and to increases in operating and maintenance costs. Mr. Brown spoke to shortfalls for area projects and advised that the goal is to improve mobility as it helps economic development and moves goods through the area. He advised regarding projects planned over the next ten years that involve some form of tolling and spoke to working with the North Texas Tollway Authority on managed lane projects which provide connectivity and allow residents to have a free alternative. Mr. Brown spoke to tolling providing funds and to the sale of bonds in excess of the balance of construction with dollars then shared with the cities and the county. He spoke to construction underway and the balance of funding needed and advised that TxDOT does not have "mobility" dollars to allocate to a freeway system in the S.H. 121 corridor.

Mr. Brown spoke to frontage roads along S.H. 121 which would be a free alternative and those areas where main lanes were previously built staying "free" even if the region were to choose a tolled option. He advised that if tolling were chosen, construction would begin in 2007 and costs would need to address inflation, and that tolling options would be the entire length from the Dallas North Tollway to U.S. 75 or from Hillcrest to U.S. 75. He responded to City Manager Muehlenbeck, stating that it would be built around 2030 if it were not tolled.

Mr. Brown responded to the Council regarding the distribution of excess revenue should the roadway be funded to the cities in the corridor as well as the county and advised that if a city were to invest in the project, their share would be in proportion to their contribution. He stated that excess funds would not be a "cash" refund but would be used for reconstruction projects or those that improve regional mobility.

Deputy Mayor Pro Tem Johnson spoke to making the project “stand alone” and stated concern that S.H. 121 monies may be used for another roadway. Mr. Brown reviewed scenarios where funds would be used to offset costs for other roadways.

Mayor Evans opened the Public Hearing. Sharon Overall, citizen of the City, stated opposition to tolling and spoke to the costs, revenues from gas tax funds and stated concern that excess revenue may not stay in the area. Leslie Bails, citizen of the City, stated opposition to tolling. No one else spoke either for or against the request. The Public Hearing was closed.

City Manager Muehlenbeck advised that consideration of funding options will be scheduled for the June 27, July 25 and August 8 meetings with a decision being made on August 8, 2005.

Public Hearing for the design of Shiloh Road extension from Royal Oaks Drive to Parker Road. [Regular Agenda Item (2)]

City Engineer Upchurch advised regarding a 1998 resolution setting provisions for the extension of Shiloh Road from Park Boulevard to Parker Road which include the holding of two Public Hearings to review the plans before going out to bid. He reviewed the roadway design, relocation of the hike/bike trail, the impact on trees in the area and lighting to be included. Mr. Upchurch advised that there will be another Public Hearing along with a Chapter 26 hearing.

Mayor Evans opened the Public Hearing. Richard Simmons, citizen of the City, spoke to the work done on the Shiloh Road resolution and being in favor of the proposal. No one else spoke either for or against the request. The Public Hearing was closed.

Public Hearing and adoption of Ordinance No. 2005-6-12 as requested in Zoning Case 2005-13 – To amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, regarding Contract Construction use; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (3)]

Director of Planning Jarrell spoke regarding Planning and Zoning Commission review of contract construction use and advised the Council that the commission recommended approval as follows (Additions are indicated by underlined text; deletions are indicated by strikethrough text.):

Ordinance No. 2005-6-12 (cont'd)

1. Amend definitions in Section 1.600 (Definitions) of Article 1 (General Regulations) of the Zoning Ordinance, deleting the definition for contract construction and creating new definitions for service contractor (with no storage yard) and service contractor (with storage yard) to read as follows:

~~Contract Construction— Establishments engaged in providing services including, but not limited to, plumbing, heating, and air conditioning on a fee or contract basis.~~

Service Contractor (no storage yard) - Establishments whose primary activity is the provision of services for the construction, maintenance, cleaning, or repair of buildings and properties on a fee or contract basis. Service contractors may include, but are not limited to, plumbing, heating and air conditioning, construction, and landscape maintenance services with no outside storage of equipment, goods, and materials.

Service Contractor (with storage yard) - A service contractor (as defined above) with an open storage area for goods, materials, and equipment, including trailers designed to be towed, associated with the conduct of the business.

2. Amend the use charts in Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Zoning Ordinance, deleting contract construction use, to permit Service Contractor (no storage yard) use by right in the R, LC, CC, CB-1, LI-1, and LI-2 zoning districts, and to allow Service Contractor (with storage yard) use by right in the LI-1 and LI-2 zoning districts and allowed by a specific use permit in the LC zoning district.

Ms. Jarrell advised that the Commission determined that if there were excess parking spaces, there would not be a concern with vehicles taking up other tenants' spaces in a retail shopping center. She responded to Mayor Pro Tem Lambert that this amendment would allow current uses by right if they have no outside storage and to Council Member Ellerbe regarding parking stating that tenants would have the number of spaces assigned to them plus extras that may be in the shopping center.

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

Ordinance No. 2005-6-12 (cont'd)

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Stahel the Council voted 7-0 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, regarding Contract Construction use as requested in Zoning Case 2005-13 and as recommended by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-12.

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

Public Hearing and adoption of Ordinance No. 2005-6-13 as requested in Zoning Case 2005-14 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 564 so as to allow the additional use of Private Club on 0.1± acre of land located 485± feet north of Park Boulevard and 460± feet east of Preston Road in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Tom Ruggeri [Regular Agenda Item (4)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted. She spoke to private club requests that were in process before the May 7 election.

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

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 564 so as to allow the additional use of Private Club on 0.1± acre of land located 485± feet north of Park Boulevard and 460± feet east of Preston Road in the City of Plano, Collin County, Texas, presently zoned Retail as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-14; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-13.

Council Member Callison resumed her place on the bench.

Due to a possible conflict of interest, Mayor Pro Tem Lambert stepped down from the bench on the following item.

Public Hearing and adoption of Ordinance No. 2005-6-14 as requested in Zoning Case 2005-15 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 565 so as to allow the additional use of Limited Assembly and Manufacturing on 0.8± acre of land out of the Denton Darby Survey, Abstract No. 260, located on the west side of Ohio Drive, 1,100± feet south of Plano Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-402-Retail/General Office (PD-402-R/O-2); directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Plano 190, L.P. [Regular Agenda Item (5)]

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

Mayor Evans opened the Public Hearing. Doug Lueders, representing the applicant, provided an overview of the company that would purchase the building and plans for the location to include approximately twenty employees. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Johnson and seconded by Council Member Callison, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 565 so as to allow the additional use of Limited Assembly and Manufacturing on 0.8± acre of land out of the Denton Darby Survey, Abstract No. 260, located on the west side of Ohio Drive, 1,100± feet south of Plano Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-402-Retail/General Office (PD-402-R/O-2) as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-15; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-14.

Mayor Pro Tem Lambert resumed his place on the bench.

Public Hearing and adoption of Ordinance No. 2005-6-15 as requested in Zoning Case 2005-19 – To amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to permit Outdoor Commercial Amusement use with approval of a Specific Use Permit in the Regional Commercial zoning district; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (6)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval as follows:

Ordinance No. 2005-6-15 (cont'd)

Amend the use charts in Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Zoning Ordinance to allow commercial amusement (outdoor) use in the RC zoning district with approval of a specific use permit.

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

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 6-0 to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to permit Outdoor Commercial Amusement use with approval of a Specific Use Permit in the Regional Commercial zoning district as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-19; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-15. (Deputy Mayor Pro Tem Johnson was away from the bench.)

Public Hearing and adoption of Ordinance No. 2005-6-16 as requested in Zoning Case 2005-11 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 562 so as to allow the additional use of Private Club on 0.1± acre of land located west of U.S. 75 service road, 75± feet south of Enterprise Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Commercial Real Estate Services, Inc. [Regular Agenda Item (7)]

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

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

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 562 so as to allow the additional use of Private Club on 0.1± acre of land located west of U.S. 75 service road, 75± feet south of Enterprise Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-11; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-16

Public Hearing and adoption of Ordinance No. 2005-6-17 as requested in Zoning Case 2005-12 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 563 so as to allow the additional use of Kennel (Indoor Pens)/Commercial Pet Sitting on 2.0± acres of land located on the west side of Alma Drive, 400± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: HDI Group, Inc. [Regular Agenda Item (8)]

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

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

Upon a motion made by Council Member Ellerbe and seconded by Council Member Stahel, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 563 so as to allow the additional use of Kennel (Indoor Pens)/Commercial Pet Sitting on 2.0± acres of land located on the west side of Alma Drive, 400± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned General Office as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-12; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-6-17.

Public Hearing and an ordinance as requested in Zoning Case 2005-09 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 137 so as to expand the Day Care Center on 1.8+ acres of land located on one lot at the southwest corner of Hedgcoxe Road and Georgetown Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7/Planned Residential Development-2 with Specific Use Permit No. 137 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #12. Applicant: Montessori Children's House [Regular Agenda Item (2)] Tabled 05-09-05 [Regular Agenda Item (9)]

Upon a motion made by Mayor Pro Tem Lambert and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to remove the item from the table. (Council Member LaRosiliere was away from the bench.)

Zoning Case 2005-09 (cont'd)

Director of Planning Jarrell advised regarding a meeting held with the applicant, Staff and homeowners to address concerns including an enrollment cap, design of parking as it affects the hike/bike trail, lighting, playground area screening, the type and appearance of playground equipment and signage concerning parking along Chattham Court. She advised that the applicant has agreed to make some modifications and that the zoning exhibit has been amended to reflect the changes. Ms. Jarrell spoke regarding reconfiguration of the parking layout and stated that approval would require a three-quarter vote since more than 20% of the land owners within the 200-foot notice boundary have submitted letters in opposition. She spoke to the applicant's request to table the item until June 27.

Mayor Evans opened the Public Hearing. John Roach, representing the applicant, spoke to progress made in addressing the homeowners concerns, the specific use permit (SUP) being granted for a day care center in 1980, this request being an expansion of the territory and additional homeowner issues that have arisen. Phillip Morse, Edifice Architecture, spoke to the reconfiguration of the parking lot, additional landscaping and timing of lights to alleviate concerns. Mr. Roach spoke to maintaining visibility and safety with regard to landscaping and agreement to provide signage regarding parking along Chattham Court and to replace playground equipment.

Director of Planning Jarrell responded to Council Member Stahel that the SUP has been in place since the early 1980's only on the property where the daycare is currently constructed and that the property discussed was not part of the original SUP. She stated that the intent was that this lot would be dedicated to the City for parkland and that there was a dedication deed at the time, however the bank foreclosed and in 1994, the City had to relinquish claim to the property. Ms. Jarrell spoke to the subdivision being built in late 1980's - early 1990's, stated that the expansion property was platted as part of Hobitzelle Park, that the daycare facility was built in July 2003 and that the former park property was acquired at the same time.

Christy Ogle, citizen of the City, spoke in support of the request and to the positive influence the facility has in the neighborhood. She spoke to there not being an issue with traffic/parking/noise. Rachael Gadi, a teacher at the school, spoke in support, stated there were not traffic or parking problems and spoke to the educational opportunities for children. Annette Taylor, parent of a child attending the school, spoke to the positive influence on her child and the community, the diversity of the school and quality of education. Dr. Ray Ernst, citizen of the City, spoke positively regarding the applicant and in support of the expansion.

David Cotton, citizen of the City, spoke in opposition, stated that the land was platted as park land when his home was purchased, and spoke to the lack of commitment in writing to any agreements on the part of the applicant. Michael Gavaghan, citizen of the City, spoke in opposition to the request, regarding the applicant's "last minute" request to table the item, the need for protection from overflow parking on Chattham Court, visual/noise concerns, and the lack of commitments in writing. Lisa Stratton Carroll, citizen of the City, spoke in opposition to the request and regarding her property being registered with National Wildlife Federation's Backyard Wildlife Habitat Program.

Zoning Case 2005-09 (cont'd)

Martin Carroll, citizen of the City, spoke in opposition and regarding homeowners in the 200-foot zoning being nearly 100% in opposition. He spoke to the impact it will have on traffic, parking and lighting nuisances and a petition in opposition signed by those visiting the area. Nancy Anderson, citizen of the City, spoke in opposition to the request and stated she checked the zoning before purchasing her home. She spoke to the lack of a written commitment and the impact the expansion would have on residents. Shirley Walker, citizen of the City, spoke in opposition to the request and stated that four-foot shrubs would not be a visual or noise barrier for homeowners. She spoke to the need for a height limit on playground equipment and a density requirement for landscaping. Dean Walker, citizen of the City, stated a preference for eight-foot shrubs, spoke to the intentions of the operator to take the facility to maximum capacity allowed by the City, homeowners' preference that no new lights be placed in the neighborhood and in favor of ambient lights. He spoke to having permanent signage urging parents not to park on Chattham Court and regarding the three schools in proximity to the property.

Karen Hardman, citizen of the City, spoke in support of the request citing the benefits of having a Montessori school in the neighborhood and stated that the school is a "beautiful" building and further that she has noted no traffic problems. Alina Lee, citizen of the City, spoke to the benefits of a Montessori school, the location being distant from a neighborhood school, and regarding parking on the street that takes place at public schools. Jeanene Rogers, citizen of the City, spoke in support of the request and regarding traffic and lighting provided at other schools. She spoke to the applicant working with area homeowners to address concerns. Ted Peters, citizen of the City, spoke in support of the request and stated his consideration of the neighborhood because of the proximity of schools and parks and further stated that it enhances the value of his home rather than detracts from it. He spoke to traffic concerns being generated by Beverly Elementary and to efforts made to address neighbors' concerns.

John Roach spoke to the progress being made and urged the Council to table the request. He spoke to putting stipulations in writing, the amount of time needed for landscaping to mature and people signing a petition without full consideration of its content. Megan Carroll, citizen of the City, spoke to receiving cooperation from the school in respecting the natural habitat and environment. No one else spoke either for or against the request. The Public Hearing was closed.

Mayor Pro Tem Lambert requested more specific details regarding the park land. The Council discussed tabling the request to allow time for the applicant to meet with area homeowners and document issues. Mayor Pro Tem Lambert spoke in opposition to tabling the item and to the need for a decision in the matter.

Zoning Case 2005-09 (cont'd)

A motion was made by Council Member Ellerbe and seconded by Council Member Callison, to table the request to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 137 so as to expand the Day Care Center on 1.8+ acres of land located on one lot at the southwest corner of Hedgcoxe Road and Georgetown Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7/Planned Residential Development-2 with Specific Use Permit No. 137 for Day Care Center as requested in Zoning Case 2005-09; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date until July 25, 2005. The Council voted 6-1 with Mayor Pro Tem Lambert voting in opposition. The motion carried.

There being no further discussion, Mayor Evans adjourned the meeting at 10:54 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date	
Department Head	Jimmy Foster		Executive Director	6.20.05	
Dept Signature:	<i>[Signature]</i>		City Manager	6/20/05	
Agenda Coordinator (include phone #): Margie Stephens (X4104)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award/Rejection of Bid/Proposal for Bid No. B181-05 for the 2004-2005 Arterial Concrete Replacement Project, Shiloh Road, Park Boulevard, and San Gabriel Drive to Hencie International, Inc. in the amount of \$429,850.00.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	848,752	2,917,248	1,800,000	5,566,000	
Encumbered/Expended Amount	-848,752	-3,475,342	0	-4,324,094	
This Item	0	-429,850	0	-429,850	
BALANCE	0	-987,944	1,800,000	812,056	
FUND(S): CAPITAL RESERVE					
COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This item, in the amount of \$429,850, will exceed the current year balance by \$987,944 for the Arterial Concrete Repair project. The overage will be funded through saving and reallocation of the other street capital reserve projects.					
STRATEGIC PLAN GOAL: Arterial Concrete Repair relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of Hencie International, Inc. in the amount of \$429,850.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project will involve the repair of street paving along Shiloh Road between 14 th Street and Park Boulevard, Park Boulevard from Shiloh Road to the east City Limits and San Gabriel Drive from Parker to Merriman Drive.					
The secondary vendor being recommended is Jim Bowman Construction Co. LP in the amount of \$600,000.00.					
Engineer's Estimate for the contract was \$ 650,000.00.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Tabulation					
Location Map					

CITY OF PLANO
BID TABULATION
B181-05
2004-2005 ARTERIAL CONCRETE REPLACEMENT
PROJECT SHILOH RD., PARK BLVD., AND SAN
GABRIEL DR.
Project No. 5593
June 2, 2005 @ 3:00 PM

<u>CONTRACTOR</u>	<u>BID BOND</u>	<u>TOTAL BID</u>
Hencie International, Inc.	Yes	\$429,850.00
Jim Bowman Construction Co., LP	Yes	\$600,000.00
Northstar Construction, Inc.	Yes	\$676,660.00
Jerusalem Corp.	Yes	\$884,750.00

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

Sharron Mason

Sharron Mason, Buyer

June 2, 2005

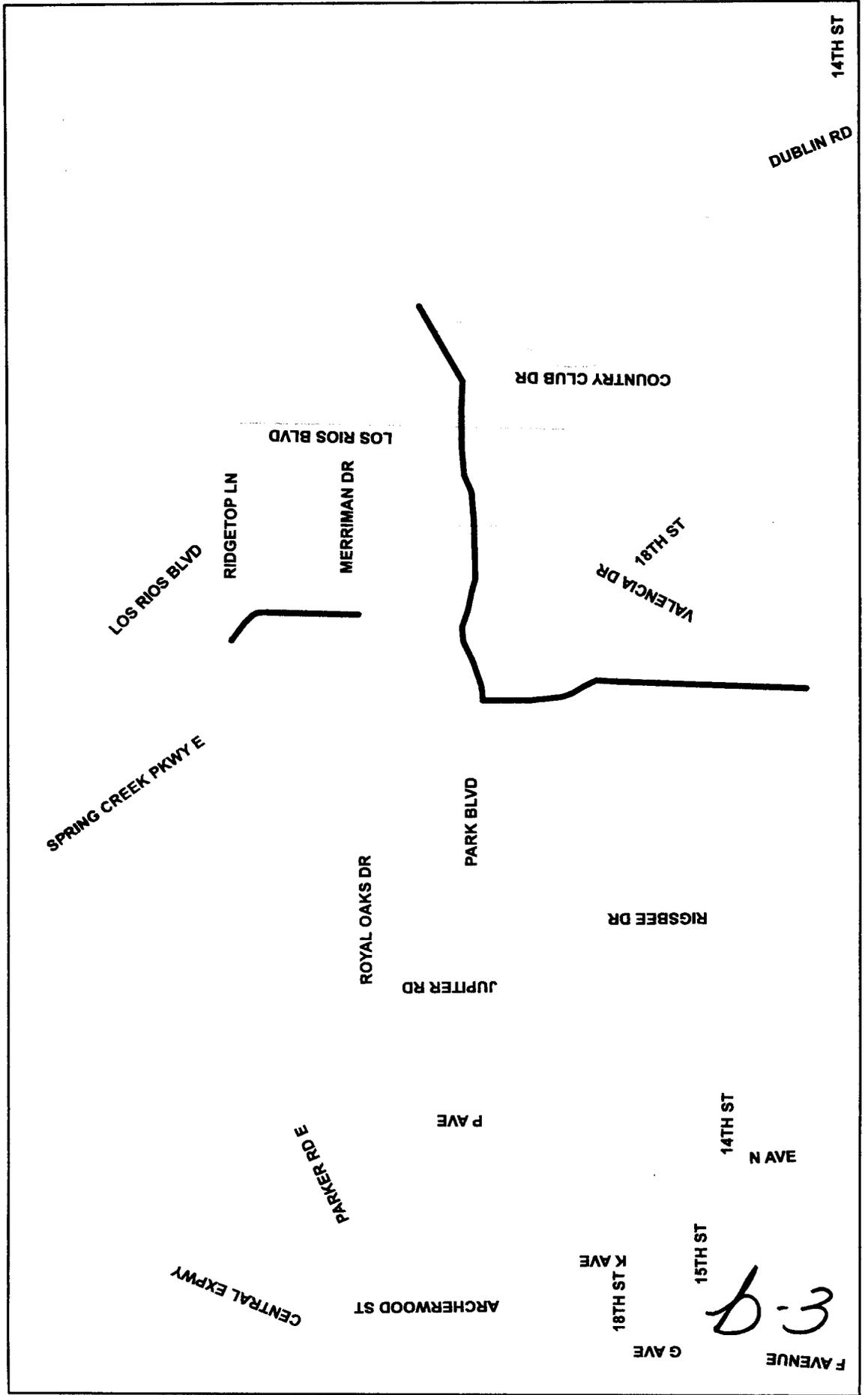
Date

“BID TABULATION STATEMENT”

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

B-2

**2004-2005 ARTERIAL CONCRETE REPLACEMENT PROJECT
SHILOH RD, 14TH ST TO PARK BLVD.
PARK BLVD., SHILOH RD. TO COTTONWOOD CRK
SAN GABRIEL DR., PARKER TO MERRIMAN DR.**





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i> 6/27/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/27/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5502	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT				
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid for Bid No. B189-05 for Ravenglass Drive and View Place Street Reconstruction to McMahon Contracting, LP, in the amount of \$584,739.90.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	535,000	0
Encumbered/Expended Amount		0	-59,500	0
This Item		0	-584,740	0
BALANCE		0	-109,240	0
FUND(S): STREET IMPROVEMENT CIP & WATER CIP				
COMMENTS: Funds are available in the 2004-05 Street Improvement CIP and Water CIP. This item, in the amount of \$584,740, will exceed the current year balance by \$109,240 for the Ravenglass and View Place projects. The overage will be funded through saving and reallocation from the Pecan Lane and Jupiter – Parker to Royal Oaks projects.				
STRATEGIC PLAN GOAL: Reconstruction relates to the City's Goal of Safe and Efficient Travel and Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
Staff recommends bid of McMahon Contracting, L.P., in the amount of \$584,739.90, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Jim Bowman Construction Co., L.P. in the amount of \$625,269.26. Engineers' estimate was \$525,000.00.				
The project consists of the reconstruction of Ravenglass Drive from Park Boulevard to Faringdon Drive and the reconstruction of View Place from Mission Ridge Road to Horizon Place.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

C-1

CITY OF PLANO
BID TABULATION
B189-05
RAVENGLASS DRIVE AND VIEW PLACE RECONSTRUCTION
PROJECT NO. 5502

June 9, 2005 @ 3:00 PM

BIDDER:	BID BOND	TOTAL BID
MCMAHON CONTRACTING, LP	YES	\$584,739.90
JIM BOWMAN CONSTRUCTION CO., L.P..	YES	\$625,269.26
TISEO PAVING CO.	YES	\$712,696.00

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

Dianna Wike

Dianna Wike, Buyer

June 9, 2005

Date

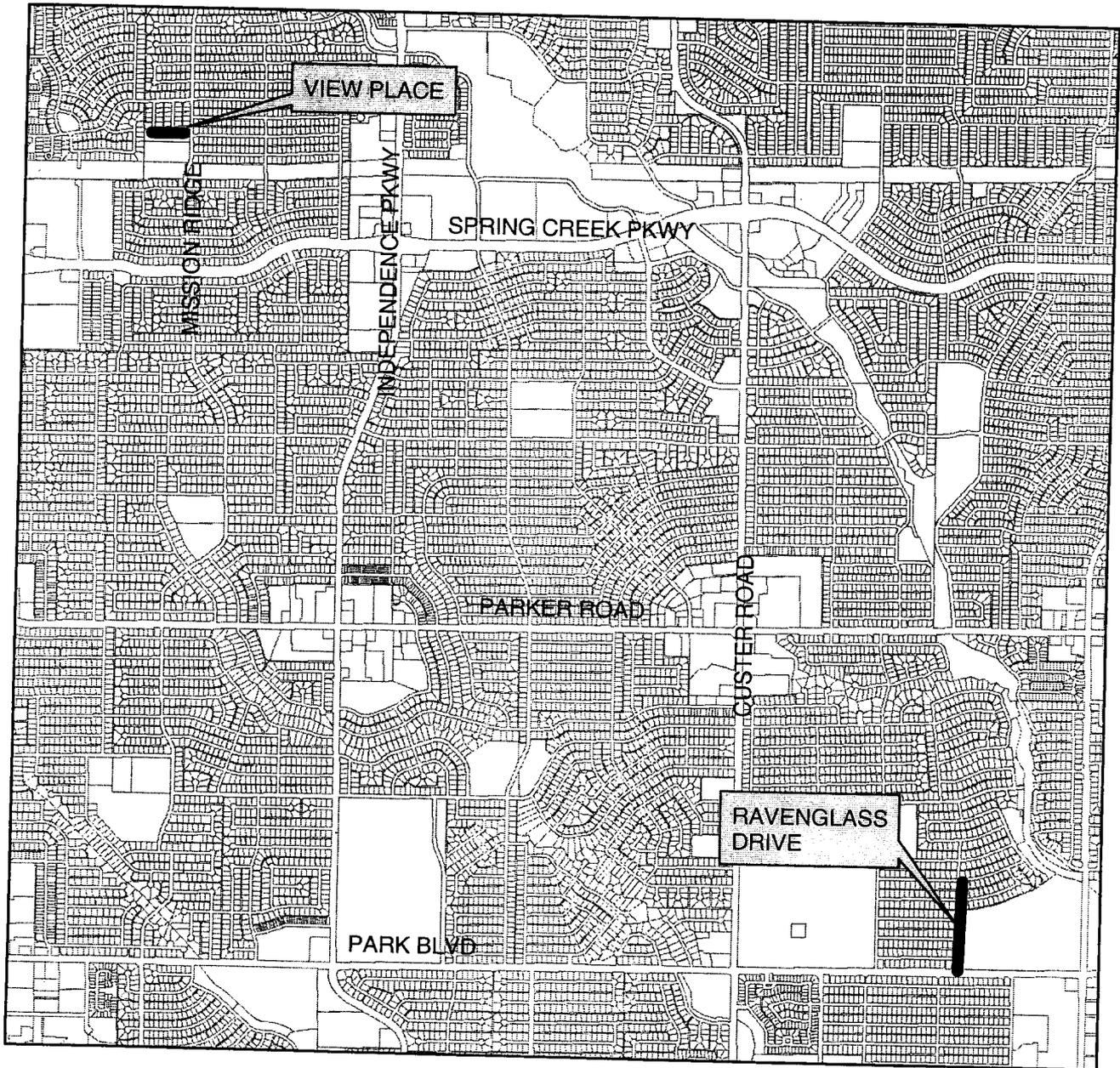
“BID TABULATION STATEMENT”

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

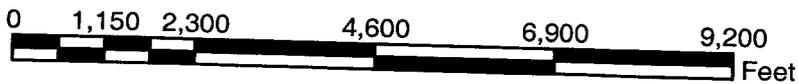
PURCHASING DIVISION
CITY OF PLANO TEXAS

C-2

**RAVENGLASS DRIVE AND VIEW PLACE
STREET RECONSTRUCTIONS
PROJECT # 5502**



CITY OF PLANO ENGINEERING DEPARTMENT



C-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Deane Palmer</i>	City Manager	<i>AMM</i> <i>6/27/05</i>	
Agenda Coordinator (include phone #): Lauren Roberts Ext. 7248				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No B169-05 for Prisoner Transport Vehicle to Baby Jack II Automotive LTD in the amount of \$38,828.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	30,000	0	30,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-38,828	0	-38,828
BALANCE	0	-8,828	0	-8,828
FUND(S): GENERAL FUND AND EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2004-05 approved budget for this vehicle. The overage will come from funds available in the Equipment Replacement Fund balance. STRATEGIC PLAN GOAL: Police Vehicle replacement relates to the City's Goal of "Safe, Livable Neighborhoods".				
SUMMARY OF ITEM				
Equipment Services requests the purchase of a Prisoner Transport Vehicle from Baby Jack II Automotive LTD the lowest responsible bidder meeting specifications. This purchase will be utilized in the Police Department to transport prisoners.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary				

CITY OF PLANO
BID NO. B169-05
Prisoner Transport Vehicle

BID RECAP

Bid opening Date/Time: 6/10/05 @ 3:30PM
Number of Vendors Notified: 981
Number of Vendor No Bids: 15

<u>Responsive Bidders:</u>	<u>Total Bid</u>
Baby Jack Auto Group II LTD	\$38,828.00
Sam Packs Five Star Ford of Carrollton	\$39,078.52

Lauren Roberts

Lauren Roberts, Buyer

6/17/05

Date

d-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Mike Ryan</i>		City Manager	<i>Lauren Roberts</i>	
Agenda Coordinator (include phone #):		Lauren Roberts Ext. 7248			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No B170-05 for Food Transport Vehicle to Baby Jack II Automotive LTD in the amount of \$28,941.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	28,000	0	28,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-28,941	0	-28,941
BALANCE		0	-941	0	-941
FUND(S): EQUIPMENT REPLACEMENT FUND					
<p>COMMENTS: Funds are included in the FY 2004-05 approved budget for the purchase of (1) food transport vehicle for use in the Civic Center Department. The overage will be funded from savings in other rolling stock and equipment replacement purchases.</p> <p>STRATEGIC PLAN GOAL: The purchase of vehicles in the City's fleet relates to the City's Goal of "Service Excellence".</p>					
SUMMARY OF ITEM					
Equipment Services requests the purchase of (1) Food Transport Vehicle from Baby Jack II Automotive LTD as the lowest responsible bidder meeting specifications. This vehicle will be utilized in Dept. 128 Civic Center Operations.					
List of Supporting Documents: Bid Summary			Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO
BID NO. B170-05
Food Transport Vehicle

BID RECAP

Bid opening Date/Time: 4/26/05 @ 3:30PM
Number of Vendors Notified: 692
Number of Vendor No Bids: 4

<u>Responsive Bidders:</u>	<u>Total Bid</u>
Baby Jack Auto Group II LTD	\$28,941.00
Classic Chevrolet	\$33,336.50

Lauren Roberts

Lauren Roberts, Buyer

6/16/05

Date

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Glenna Hayes</i>		City Manager	<i>[Signature]</i>	<i>6/27/05</i>
Agenda Coordinator (include phone #): Glenna Hayes x 7074					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No C099-04 for Batteries: Automotive/Truck/Marine to Metroplex Battery, Continental Battery and Park Cities Ford in the estimated annual amount of \$28504.16.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): WAREHOUSE

Comments: **THIS ITEM APPROVES PRICE QUOTES. EXPENDITURES WILL BE MADE IN THE WAREHOUSE FUND WITHIN THE APPROVED BUDGET APPROPRIATIONS. THE ESTIMATED ANNUAL AMOUNT IS \$28,504.**

STRAGIC PLAN GOAL: This item relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract with Renewals

Staff recommends bid of Park Cities Ford (line items 8 & 13) in an estimated amount of \$16,580.40; Continental Battery (line items 9 & 10) in an estimated amount of \$6,023.76; Metroplex Battery (line item 1-7, 11-12, 18) in an estimated amount of \$5900.00; be accepted as the lowest responsive, responsible bids meeting specifications for Batteries – Automotive/Truck/Marine (C099-04).

List of Supporting Documents:
Bid Recap;

Other Departments, Boards, Commissions or Agencies

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director		
Dept Signature:	<i>Karl Henry</i>	<i>Jim Foster</i>	City Manager		
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

ACTION REQUESTED:

ORDINANCE
 RESOLUTION
 CHANGE ORDER
 AGREEMENT
 APPROVAL OF BID
 AWARD OF CONTRACT
 OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Authorizing the purchase of one (1) Super Vac Special Service Walk-In Aluminum Body on a Spartan Motors Custom Aluminum Chassis in the amount of \$652,646 from Metro Fire Apparatus Specialist, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (FS10-03)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	650,000	0	650,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-652,646	0	-652,646
BALANCE	0	-2,646	0	-2,646

FUND(s): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2004-05 approved budget for this new addition to the fleet. The overage will be funded from savings in other rolling stock and equipment replacement purchases.

STRATEGIC PLAN GOAL: The purchase of vehicles in the City's fleet relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests authorization to purchase one Super Vac Special Service Walk-In Aluminum Body on a Spartan Motors Custom Aluminum Chassis from Metro Fire Apparatus Specialists Inc., through its contract with the H-GAC Cooperative Purchasing Program. This unit is a new addition to the fleet for Dept-552/Fire Department, account 071-552-8421; Supplement 00071003 per fiscal year 04-05. This Mobile Command Post Apparatus will be used to support incident management during major and/or extended emergency operations and to oversee services during large community events. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (H-GAC FS10-03)

Total purchase price including H-GAC admin fee is \$652,646.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Agenda, Memo, Requisition/Quote Sheet via fax	



MEMORANDUM

DATE: June 16, 2005
TO: Lauren Roberts, Buyer
FROM: Karl Henry, Equipment Services Manager
SUBJECT: Request to purchase one (1) Super Vac Special Service Walk-In Aluminum Body on a Spartan Motors Custom Aluminum Chassis through the HGAC Cooperative Purchasing Program, contract no. #FS10-03 awarded to Metro Fire Apparatus Specialist, Inc.

Contract Base Price:	\$267,280.00
Published Options:	\$263,701.00
Unpublished Options:	\$119,665.00
H-GAC Admin Fee:	<u>\$ 2,000.00</u>
Total Price w/Options:	\$652,646.00
Budgeted Amount:	\$650,000.00

NOTE: This is a new addition to the fleet, per fiscal year 04/05 for Dept-552/Fire Department. Account: 071-552-8421 Supplement: 00071003.

Please reference Requisition No: 903435.

Please feel free to call me if you have any questions at extension 4181 or Reid Choate at extension 4182 for further assistance.

Cc: Jimmy Foster
Reid Choate
Kirk Owen
Diane Palmer
Stephen Teiper

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CITY OF PLANO

P.O. Number 903435 OR
Cost Center 071

Supplier METRO FIRE APPARATUS SPECIALISTS INC **Ship To** CITY OF PLANO
1745 PARANA DRIVE EQUIPMENT SERVICES
HOUSTON TX 77080-7115 4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 06/15/05 Freight
Requested 06/15/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SUPER VAC/ALUMINUM BODY	1	EA	650,646.0000	650,646.00	06/15/05
INVOICE TO FOLLOW CONTRACT NO. FS10-03. PURCHASE OF ONE (1) SUPER VAC SPECIAL SERVICE WALK-IN ALUMINUM BODY ON A SPARTAN MOTORS CUSTOM ALUMINUM CHASSIS THROUGH THE HGAC COOPERATIVE PURCHASING PROGRAM. PURCHASE AWARDED TO METRO FIRE APPARATUS SPECIALISTS INC. CONTRACT BASE PRICE: \$267,280.00 PUBLISHED OPTIONS: \$263,701.00 UNPUBLISHED OPTIONS: \$119,665.00 H-GAC ADMIN. FEES: \$2,000.00 TOTAL PRICE WITH OPTIONS: \$652,646.00 TOTAL AMOUNT BUDGETED: \$650,000.00 NOTE: THIS IS A NEW ADDITION TO THE FLEET PER FY04-05 BUDGET FOR DEPT 552, FIRE. ACCOUNT: 71-552-8421; SUPPLEMENT 00071003. REQUISITION REQUESTED BY KIRK OWEN. **CITY OF PLANO TRACKING #2005-205-I**					
HGAC ADMIN. FEES		EA	.0000	2,000.00	06/15/05
INVOICE TO FOLLOW					

Total Order

TermNet 30 Days

652,646.00

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Metro Fire Apparatus Specialists, Inc.

6125 Nordling Rd / Houston, Texas 77076-4037 / 713-692-0911 / 713-692-1591 fax

Date: June 15, 2005

City of Plano Fire Department
Attention: Division Chief Owen
1901 Ave K
Plano, TX 75086-0358

Dear Chief Owen

The following is our proposal to provide the following through HGAC: One (1) Super Vac Special Service Walk-In Aluminum Body on a Spartan Motors Custom Aluminum Chassis.
CONTRACT # FS10-03

H-GAC Category: HDCABB

BASE PRICE \$ 267,280.00

PUBLISHED OPTIONS:

1	0A-GA-74 Change cab to Gladiator MFD IPO standard	\$ 47,250.00
2	16-20-88 Whelen LED front warning lights and turn indicators	\$ 1,250.00
3	72-80-30 Upper LED warning light with 72" LED light bar	\$ 1,192.00
4	74-80-20 Lower LED warning light package	\$ 1,256.00
5	15-30-30 Kussmaul 1200 pump plus with auto-plug	\$ 1,584.00
6	99-01-05 Four (4), Two (2) person command configuration, on (1) in rear cab area, One (1) curb side body, One (1) street side body and one (1) rear body	\$ 51,800.00
7	99-01-07 Two (2) Slid-out modules	\$ 32,500.00
8	99-01-09 Single person work station (street side)	\$ 2,300.00
9	98-01-17 Elevated surveillance camera remote controlled	\$ 12,950.00
10	99-01-08 Basic water system (12 gallon supply, 15 gallon retention)	\$ 6,256.00

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11	98-01-18 Four (4) Basic analog audio/video package, cab work area, curb side work area, street side slide-out work area and rear conference room	\$ 89,108.00
12	70-10-10 Weldon V-mux electrical system on body	\$ 3,980.00
13	15-05-06 V-Mux chassis electrical system with push button display	\$ 4,210.00
14	13-20-11 Engine coolant shut-off valve	\$ 165.00
15	22-06-02 Xtreme duty cab interior	\$ 1,700.00
16	09-48-AG Aero glide air suspension	\$ 6,200.00

TOTAL PUBLISHED OPTIONS: \$ 263,701.00

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UNPUBLISHED OPTIONS:

1	Change Gladiator MFD non-raised roof cab to Metro Star ELFD with 20" raised roof	\$	9,500.00
2	Add inner frame liner	\$	1,245.00
3	Increase fuel tank to 68 gallon	\$	237.00
4	Change front bumper extension to 16" IPO 24"	\$	-
5	Increase front axle and tires to 20,000LB	\$	3,250.00
6	Front and rear aluminum wheels with Durabright coating	\$	1,986.00
7	Decrease engine to ISC 330HP IPO ISL 350HP	\$	(4,990.00)
8	Whelen 900 scene lights on side of cab	\$	247.00
9	Change driver and office seat to electric controlled	\$	850.00
10	Delete all rear cab SCBA crew seats	\$	(1,850.00)
11	10' flexible exhaust hose	\$	308.00
12	Deluxe insulation package	\$	522.00
13	Air horn shut-off valve	\$	97.00
14	Change tires to Goodyear IPO Michelin	\$	295.00
15	Brake dust shields front and rear	\$	153.00
16	Automatic moisture ejector in addition to manual drains	\$	252.00
17	Whelen LED warning lights inside panel of cab doors	\$	454.00
18	LED step lights in place of incandescent	\$	2,137.00
19	Four (4) additional 7" cab dome lights	\$	308.00
20	Two (2) 12v power points on cab dash	\$	138.00
21	Dual rearview camera system with color LCD display	\$	1,172.00
22	Dark tint all cab windows	\$	360.00
23	Two -tone cab paint white over red	\$	1,228.00
24	One (1) additional operator, parts, engine and transmission manual	\$	458.00

25	Ramco bus style full remote controlled heated mirrors	\$	1,178.00
26	Install customer supplied antenna's	\$	1,920.00
27	Change body to 24' with lower compartments IPO 18' and raise body height for 20" raised cab	\$	9,857.00
28	Increase rear bumper to 17" IPO 3"	\$	545.00
29	Additional lettering and striping per FD specifications	\$	3,500.00
30	Tailgate style hinge on lower drop down compartment doors	\$	802.00
31	Rear compartment for mast controls and shoreline connections	\$	296.00
32	Interior sink in toilet compartment	\$	608.00
33	20 Gallon gray water tank in addition to black water tank	\$	959.00
34	Permanent porcelain RV toilet IPO standard molded plastic	\$	557.00
35	Galley area with sink, water heater and refrigerator	\$	3,968.00
36	Electric heavy-duty 24" wide step	\$	2,270.00
37	Roll-out awning curbside with "ADD-ON" room	\$	1,821.00
38	Tail lights and side DOT lights to be LED	\$	1,058.00
39	Increase generator to 35KW Onan IPO 20KW Onan	\$	1,252.00
40	30 AMP Kussmaul auto-eject plug for shore power	\$	1,578.00
41	100AMP shoreline power connection with 25' cable	\$	2,608.00
42	Delete cascade system and all components	\$	(14,931.00)
43	Install ten (10) Fire Department communication radios	\$	3,477.00
44	Delete Command Light CL615	\$	(12,950.00)
45	Five Samsung 170MP 15" LCD monitors installed IPO basic 14"	\$	1,253.00
46	RV style television antenna installed	\$	233.00
47	Microwave oven and compartment installed in galley area	\$	725.00
48	Roof access ladder	\$	750.00
49	Turtle tile in exterior compartment floors	\$	685.00

50	Side entry door with window IPO rear solid door	\$	585.00
51	Custom cab walk-thru cut-out	\$	1,610.00
52	Two additional (2) A/C - heaters on roof	\$	2,144.00
53	Rear conference area desk to be split design	\$	785.00
54	Computer data rack cabinet with 37 spaces	\$	5,250.00
55	C-Com system .95m satellite dish	\$	30,595.00
56	Bullard T3-TRANS 4-channel receiver	\$	3,385.00
57	Three (3) Spectra Com atomic / Gps wall mounted clocks	\$	3,655.00
58	Curb side exterior tech resource center with touch screen system controls, LCD monitor A/V, data, phone and network connections	\$	5,325.00
59	Upgrade all basic analog systems in published option to all digital system with touch screen controls at each work area and add one (1) Sharp 37" LCD monitor with touch screen overlay in rear conference area	\$	9,528.00
60	Columbia Capricorn 2000 weather station	\$	2,895.00
61	Three (3) three-drawer filing cabinets	\$	608.00
62	Seven (7) magnetic dry erase boards	\$	1,008.00
63	Fire Spec custom operator manuals to the FD specifications	\$	6,188.00
64	Interior cab and body black-out window covers	\$	2,989.00
65	3M opticom traffic emitter installed in light bar	\$	1,908.00
66	Quadra Manufacturing QE-2 leveling / stabilization system	\$	4,196.00
68	Delete eight shelves and eight (8) slide-out trays	\$	(6,000.00)
69	Delete one (1) electric cord reel with 12v rewind motor	\$	(2,160.00)
70	Add LED compartment lights to lower compartment	\$	1,180.00
71	Eight (8) Whelen 900 scene lights, thee (3) each side and two (2) rear	\$	1,677.00
72	Lonseal Lincoln II gray floor in walk in body areas	\$	2,438.00
73	Inspection trip for two (2) FD reps on a pre-con, mid and final inspection	\$	7,500.00
TOTAL UNPUBLISHED OPTIONS:			\$ 119,665.00

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BASE PRICE:	\$	267,280.00	
PUBLISHED OPTIONS:	\$	263,701.00	
UNPUBLISHED OPTIONS:	\$	119,665.00	22.54%
SUB-TOTAL	\$	650,646.00	
H-GAC FEE:	\$	2,000.00	
TOTAL COST:	\$	652,646.00	

By: _____
Stephen Carleton
General Manger

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/17/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/26/05
Agenda Coordinator (include phone #):		Irene Pegues X7198	<i>[Signature]</i>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract/Agreement to authorize the purchase of carpet and cove base installation in the amount of \$45,026.71 from Gomez Floor Covering, Inc. through a Texas Association of School Boards contract, and authorizing the City Manager or his designee to execute all necessary documents. (Texas Association of School Boards Contract Number #167-03).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		85,213	347,787	200,000
Encumbered/Expended Amount		-85,213	-152,146	0
This Item		0	-45,027	0
BALANCE		0	150,614	200,000
TOTALS				
				633,000
				-237,359
				-45,027
				350,614
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are available in the 2004-05 Capital Reserve fund. This item, in the amount of \$45,027, will leave a current year balance of \$150,614 for the Plano Centre project.				
STRATEGIC PLAN GOAL: Building improvements relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Request for approval of expenditure, in the amount of \$45,026.71, allowing Gomez Floor Covering, Inc., to install 6,327 yards of City-furnished carpet and 1,920 linear feet of new cove base at the Plano Centre. 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. (Texas Association of School Boards Contract Number #167-03).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo from Facilities Manager 06/13/05		N/A		

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MEMORANDUM

DATE: June 13, 2005
TO: Frank Turner, Executive Director
FROM: Bill Morris, Facilities Manager *B*
SUBJECT: Council Agenda Item – Gomez Floor Covering, Inc.

The replacement of the carpet for the Plano Centre is funded through the 2004-05 Capital Reserve Budget. Therefore, I am requesting approval of expenditure, in the amount of \$45,026.71, for Gomez Floor Covering, Inc., to install new City of Plano furnished carpet and cove base at the Plano Centre, through the Texas Association of School Boards Contract No. 167-03. Below is an itemized breakdown of costs associated with the installation project:

- Install carpet: 6,327 yards @ \$3.90 per yard = \$24,675.30
- Removal of existing carpet: 6,327 yards @ \$2.20 per yard = \$13,919.40
- Furniture moving: 1,730 @ \$2.50 per yard = \$4,325.00
- 4" Roppe Cove Base: 1,920 linear feet @ 1.18 per linear foot = \$2,265.60
less 7% (\$158.59) discount per contract = \$2,107.01.

Please let me know if you have any questions.

/ap

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	6/28/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/28/05	
Agenda Coordinator (include phone #): Kathy Kargol, ext 7342					

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

CAPTION

Purchase from Existing Contract/Agreement to authorize the purchase of network infrastructure equipment in the amount of \$108,547 from IBM Direct through the Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR#SDD-190).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	180,000	0	180,000
Encumbered/Expended Amount	0	-64,009	0	-64,009
This Item	0	-108,547	0	-108,547
BALANCE	0	7,444	0	7,444

FUND(S): TECHNOLOGY FUND (062)

COMMENTS: Funds are included in the 2004-05 Technology Fund budget for the purchase of infrastructure equipment (servers) for the 2003 Migration Project. The balance of funds will be used for other Technology Fund projects.

STRATEGIC PLAN GOAL: Technology Infrastructure improvements relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of \$108,547 to IBM through the Department of Information Resources (DIR) for the purchase of infrastructure equipment. These servers will provide the City a new Exchange 2003 environment that will be an upgrade to the current exchange environment. The City is authorized to purchase from the State contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. DIR#SDD-190.

List of Supporting Documents:
Staff memo

Other Departments, Boards, Commissions or Agencies

Memorandum

To: David Stephens, Director of Technology Services

CC:

From: Chester M. Helt, Infrastructure Manager

Date: 6/14/2005

Re: Exchange 2003 Clustered Solution

The equipment included in this agenda item will allow us to build the City's new Exchange 2003 messaging system. We have obtained this new design from Microsoft Consulting Services and it includes a clustered Exchange environment, which will provide the City with a reliable fault tolerant mail environment. This new system has redundancy at the core of the design which will translate into reliability and continuity of service for the City's messaging environment.

We are purchasing this equipment from IBM Direct through the Department of Information Resources, State of Texas and we recommend purchase of this equipment for a not to exceed price of \$ 108,546.90 for the hardware.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/20/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05	
Agenda Coordinator (include phone #): Irene Pegues X7198 <i>[Signature]</i>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Purchase from Existing Contract/Agreement to authorize the purchase of new weight equipment in the amount of \$29,731.79 from Life Fitness through a TXMAS contract, and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS Contract No. 5-78040).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	8,510	3,590,490	0	3,599,000	
Encumbered/Expended Amount	-8,510	-89,597	0	-98,107	
This Item	0	-29,732	0	-29,732	
BALANCE	0	3,471,161	0	3,471,161	
FUND(s): POLICE & COURT FACILITIES CIP					
COMMENTS: Funds are included in the 2004-05 Police & Courts Facilities CIP. This item, in the amount of \$29,732, will leave a current year balance of \$3,471,161 for the Tri-City Academy Expansion project. STRATEGIC PLAN GOAL: The Tri-City Academy relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Request for approval of expenditure, in the amount of \$29,731.79, to purchase new weight equipment for the Tri-City Academy. 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. (TXMAS Contract No. 5-78040).					
List of Supporting Documents: Memo dated 06/15/05 from Facilities Manager		Other Departments, Boards, Commissions or Agencies NA			

J-1

MEMORANDUM

DATE: June 15, 2005
TO: Frank Turner, Executive Director
FROM: Bill Morris, Facilities Manager 
SUBJECT: Council Agenda Item – Life Fitness Weight Equipment for Tri-City Academy

The 2004-05 Capital Reserve Budget has funds available for the purchase of new weight equipment for the Tri-City Academy. I am requesting approval of expenditure, in the amount of \$29,731.79, make the purchase from Life Fitness through TXMAS Contract No. 5-78040. Below is a breakdown of the costs associated with this purchase:

- MJ 4-Stack Tower: 1 @ \$563.00.
- MJ Adjustable Cable: 1 @ \$2,326.00
- MJ Lat Pulldown: 1 @ \$1,127.00
- MJ Row: 1 @ \$1,127.00
- MJ Triceps Pushdown: 1 @ \$775.00
- HRM STR Olympic Heavy Duty Adj. Bench: 1 @ \$494.00
- HRM STR Olympic Heavy Duty 8-ft Power Rack: 1 @ \$1,186.00
- Reverse Bar Support: 1 @ \$94.00
- Smith Machine: 1 @ \$1,964.00
- Adjustable Bench: 1 @ \$452.00
- Dumbbell Rack: 2 @ \$516.00 each = \$1,032.00
- Deluxe Weight Tree: 1 @ \$236.00
- Flat Bench: 1 @ \$236.00
- Deluxe Weight Tree: 1 @ \$236.00
- Multi-Adjustable Bench: 2 @ \$528.00 = \$1,056.00
- ISO Lateral Bench Press: 1 @ \$1,429.00
- ISO Lateral Super Incline: 1 @ \$1,429.00
- ISO Lateral Rowing: 1 @ \$1,273.00
- ISO Lateral Shoulder Press: 1 @ \$1,429.00
- ISO Lateral Wide Pull Down: 1 @ \$1,429.00
- Linear Leg Press: 1 @ \$2,220.00
- Lateral Raise: 1 @ \$1,273.00
- Ground Base Squat Lunge: 1 @ \$895.00
- Abdominal Board: 1 @ \$402.00
- Body Weight Rack Ext. 1 @ \$553.00
- Hammer Two Color Frame: 7 @ \$30.00 each = \$210.00
- Freight, Installation and Inside Delivery: \$4,285.79

Please let me know if you have any questions.

/ap

J-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i> 6/28/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 6/20/05	
Agenda Coordinator (include phone #):		Irene Pegues X7198 <i>[Signature]</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract/Agreement to authorize the purchase of Milliken Brand Carpet in the amount of \$139,082.17 from Milliken Carpet through a US Communities contract, and authorizing the City Manager or his designee to execute all documents. (Communities Contract Number MQ# 03-1564)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		85,213	347,847	0
Encumbered/Expended Amount		0	-152,146	0
This Item		0	-139,082	0
BALANCE		85,213	56,619	0
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2004-05 Capital Reserve CIP. This item, in the amount of \$139,082, will leave a current year balance of \$56,619 for the Plano Centre project.				
STRATEGIC PLAN GOAL: Building improvements relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Request for approval of expenditure, in the amount of \$139,082.17, to purchase Milliken Brand Carpet for carpet replacement at the Plano Centre. 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. (US Communities Contract Number MQ 03-1564).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo dated 06/14/05 from Facilities Manager		None		

R-1

MEMORANDUM

DATE: June 14, 2005
TO: Frank Turner, Executive Director
FROM: Bill Morris, Facilities Manager 
SUBJECT: Council Agenda Item – Milliken Carpet for Plano Centre

The replacement of the carpet for the Plano Centre is funded through the 2004-05 Capital Reserve Budget. Therefore, I am requesting approval of expenditure, in the amount of \$139,082.17, to purchase Milliken Brand Carpet which will be installed in the corridor and meeting room areas of the Plano Centre. This purchase will be made through US Communities Contract No. MQ#03-1564. Below is an itemized breakdown of costs associated with the purchase of the carpet:

- Custom Coloration of Standard Pattern: 3 @ \$110.00 = \$330.00
- Custom Corridor Carpet: 1,815 yards @ \$19.99 per yard = \$36,281.85
- Custom Meet Room Carpet: 4,620 yards @ \$19.99 per yard = \$92,353.80
- Custom Accent: 95 yards @ \$19.99 per yard = \$1,899.05
- Colorweave Accents: 95 yards @ \$19.99 per yard = \$1,899.05
- Potential 1% Overage: 67 yards @ \$19.99 per yard = \$ 1,339.33
- Clean Sweep, Street Smart Carpet: 49 yards @ \$35.57 per yard = \$1,742.93
- Milliken Modular Adhesive: 48 4-gallon pails @ \$67.42 per pail = \$3,236.16

Please let me know if you have any questions.

/ap

R-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/2005	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Police Department	Initials	Date	
Department Head	Gregory W. Rushin	Executive Director		
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	<i>PHH</i>	<i>6/20/05</i>
Agenda Coordinator (include phone #): Pam Haines, ext 2526				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract/Agreement to authorize the purchase of handheld and moving radar units in the amount of \$93,025.12 from Applied Concepts through a H-GAC contract, and authorizing the City Manager or his designee to execute all necessary documents. (H-GAC Contract No. EF04-05)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	04/05	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	102,025	0
Encumbered/Expended Amount		0	0	0
This Item		0	-93,025	0
BALANCE		0	9,000	0
FUND(s): GENERAL FUND, \$16,494; AND EQUIPMENT REPLACEMENT FUND – POLICE ERF, \$76,531				
COMMENTS: Funds are included in the 2004-05 budget for new radar unit additions and the replacement purchases of existing Police Department equipment. The balance of funds will be used for other Police Department equipment replacement purchases.				
STRATEGIC PLAN GOAL: The periodic replacement of radar units, as well as the addition of additional radar units, relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff recommends approval of expenditure for the purchase of 35 handheld and 8 moving radar units from Applied Concepts in an amount not to exceed \$93,025.12. Applied Concepts is one of H-GAC's contracted vendors for these items. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (H-GAC Contract No. EF04-05)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Quote				

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

MEMORANDUM

DATE: May 25, 2005
TO: *gwr* Gregory W. Rushin, Chief of Police
FROM: Officer S. Van Note, Traffic Division *SN*
SUBJECT: Radar Purchase

This year, the Department plans to purchase 43 radars, of which five are new permanently mounted moving radars with funds budgeted in account 532.8416, and 38 are mixed use radars funded by the Police Department's Equipment Replacement Fund .

To expedite the process and reduce our cost associated with a lengthy bid process, I am recommending we purchase the units through the H-GAC Cooperative Purchasing Program from Applied Concepts. H-GAC has simplified the purchasing process by satisfying City and State bid requirements and by providing a contract marketplace to place orders with qualified vendors. The City of Plano already has an existing cooperative purchasing agreement with H-GAC, which is on file.

Applied Concepts is located in Plano and has a reputation as being one of the best manufacturers of radar equipment anywhere in the nation. We have purchased radars from Applied Concepts in the past, and their equipment has proven to be very durable and reliable. Applied Concepts Repair Policy is simple and allows officers to walk in with repair issues and normally walk out with the same piece of equipment. Applied Concepts has a Trade-In Policy, allowing agencies to reduce the cost of new equipment by trading in older radars for a credit.

H-GAC has other radar manufacturers on its vendor list. However, the Traffic Unit has conducted evaluations over the years of other brands and technologies of radar units. The radars offered by other vendors are far inferior to those offered by Applied Concepts, and the other companies have no repair facilities in the City of Plano.

In accordance with H-GAC policies, we have received quotations from Applied Concepts (Contract #EF-04-05) for the purchase of 35 hand held Stalker II Moving Radars at a unit cost of \$2,305 (\$80,675 total), and for 8 moving fixed 2X DSR Radar Systems for a cost of \$3,250 (\$26,000 total). Additionally, Applied Concepts provides a trade-in credit of \$350 for each of our old handheld units (total credit of \$12,250) and a \$1,000.00 credit for each of our 3 moving units (total credit of \$3,000). The credits will reduce our overall cost from \$106,675 to \$91,425.

The trade-in credits are allowed through the contract agreement between H-GAC and Applied Concepts. H-GAC assesses a 1.5 percent Administrative Fee (equal to \$1,600.12), which will be applied to the total cost of the order. The total cost for the units, including the trade-in credit and H-GAC Administrative Fee, is \$93,025.12.

l-2

H-GAC Senior Procurement Specialist Ron Williams is available to assist us with our purchase and may be contacted at 1-800-926-0234 or 713-993-2410.

l.3



CONTRACT PRICING WORKSHEET

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

Buying Agency:	Contractor: Applied Concepts, Inc.
Contact Person:	Prepared By: Tim Carrico
Phone/Fax:	Phone/Fax: 214-585-2674
Location City, State:	Contract No.: EFO4-05
Date:	Product Code: AAH AND AAD

Product Description:

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

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

Code	Description	Cost	Code	Description	Cost
AAH	Stalker DSR 2X	3250-			
AAD	Stalker II MAB	2305-			
Subtotal From Additional Sheet(s):					
Subtotal B:					-

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

Code	Description	Cost	Code	Description	Cost
Subtotal From Additional Sheet(s):					
Subtotal C:					-

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+H). For this transaction, the percentage is: #DIV/0!

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

Quantity Discount on both products	
Subtotal D:	0-

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

Quantity Ordered Stalker DSR 2X 8 each - Stalker II MAB 35 each	X
Subtotal E:	106,675-

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 1600.12

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

LESS Trade in Allowance of \$15,250.-	
ATR 25 @ 350.- DSR 3 @ 1,000.-	
Subtotal G:	15,250-

H. Total Purchase Price (E+F+G): **93,025.12**

(Please Type, or Print Legibly) Estimated Delivery Date: 20 11 2005



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fire	Initials	Date	
Department Head	William Peterson	Executive Director	6-16-05	
Dept Signature:	<i>William Peterson</i>	City Manager	6/20/05	
Agenda Coordinator (include phone #):	Frank Snidow, x7318			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER CONTRACT NO. C037-04

CAPTION

PURCHASE FROM EXISTING CONTRACT TO AUTHORIZE THE PURCHASE OF FIRE PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING IN THE AMOUNT OF \$39,313.34 FROM QUAKER SAFETY PRODUCTS CORPORATION THROUGH CITY OF PLANO CONTRACT NO. C037-04, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(s): GENERAL FUND

COMMENTS: This item authorizes the purchase of fire protective clothing from an existing contract with Quaker Safety Products Corporation. Expenditures will be made in the Fire Department within the approved budget appropriations. The amount of this item is \$39,313.

STRATEGIC PLAN GOAL: Protective clothing for the Fire Department relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

PURCHASE OF FIRE PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING IN THE AMOUNT OF \$39,313. THE CITY OF PLANO HAS AN EXISTING CONTRACT (CONTRACT NO. C037-04) THAT WAS ORIGINALLY AWARDED BY COUNCIL ON MARCH 2, 2004 TO QUAKER SAFETY PRODUCTS CORPORATION IN THE ESTIMATED ANNUAL AMOUNT OF \$42,000. THE DEPARTMENT WILL EXPEND THIS ADDITIONAL AMOUNT IN ORDER TO PROVIDE ADEQUATE INVENTORIES OF PROTECTIVE CLOTHING FOR CHANGE-OUT DUE TO REPAIRS, CLEANING, AND RE-CONDITIONING OF EXISTING FIRE PROTECTIVE CLOTHING.

List of Supporting Documents:
Memorandum

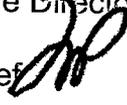
Other Departments, Boards, Commissions or Agencies



Memorandum

Date: June 15, 2005

To: Bruce Glasscock, Executive Director

From: William Peterson, Fire Chief 

Subject: Council Agenda Item
Authorization to Purchase Fire Protective Clothing

Attached is the Council agenda item requesting authorization to purchase fire protective clothing in the amount of \$39,313 from Quaker Safety Products Corporation. The Department has an existing contract for the requested protective clothing.

Funding for the requested purchase was approved in the Department's FY 04-05 budget.

If you have any questions or require additional information, please advise.

FS/dh

Attachment

M-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>JK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	<i>JK</i>	6-20-05
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>JK</i>	6/20/05
Agenda Coordinator (include phone #): Linda Benoit (7255)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

To approve and authorize a contract with Carter & Burgess, Inc. to provide engineering services in conjunction with pond dredging at Big Lake Park pond in an amount not to exceed \$57,000, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	75,000	575,000	650,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-57,000	0	-57,000
BALANCE	0	18,000	575,000	593,000

FUND(S): **CAPITAL RESERVE**

COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This item, in the amount of \$57,000, will leave a current year balance of \$18,000 for the Big Lake Park repair project.

STRATEGIC PLAN GOAL: This dredging project relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

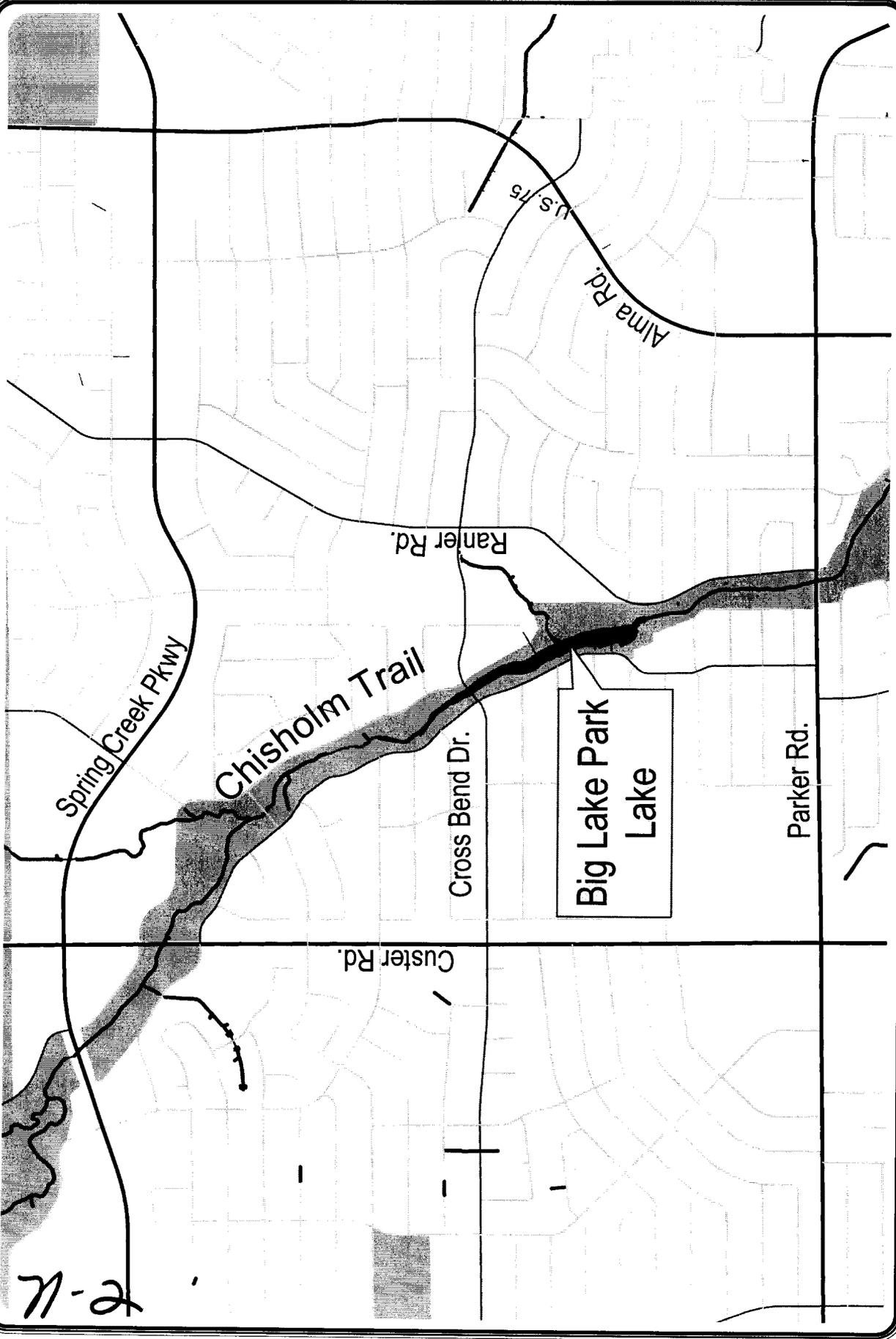
The attached Engineering Services Agreement with Carter & Burgess, Inc. is for the preparation of construction drawings that include plans and specifications for silt dredging, sampling, surveying, turf restoration, and cost estimate to dredge silt from Big Lake Park pond.

The contract fee is \$57,000 and includes basic services and reimbursable expenses, and is 9.9% of the estimated construction budget.

The fee is consistent with previous park and engineering projects of this type and size. The total construction estimate for the project is \$575,000.

List of Supporting Documents:
 Location Map
 Engineering Service Agreement

Other Departments, Boards, Commissions or Agencies



2-11

Big Lake Park - Lake Restoration

BIG LAKE PARK – LAKE RESTORATION

PROJECT NO. 5621

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **BIG LAKE PARK – LAKE RESTORATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City

shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

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XV. Mailing of Notices

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

City of Plano
Parks & Recreation Department
P.O. Box 860358
Plano, TX 75086-0358

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

Burt Weathersbee, P.E.
Carter & Burgess, Inc.
7950 Elmbrook Drive
Dallas TX 75247-0145

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

CARTER & BURGESS, INC.
A Texas Corporation

DATE: _____

BY: _____
Philip Deaton
Vice President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **PHILIP DEATON, VICE PRESIDENT**, of **CARTER & BURGESS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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**EXHIBIT A
SCOPE OF SERVICES**

BIG LAKE PARK – LAKE RESTORATION

PROJECT OBJECTIVES

Provide professional engineering, sampling, surveying, design, and other services necessary to prepare construction plans and contract documents for dredging Big Lake in the City of Plano. Preparation of the study includes the following project objectives:

1. Establishment of baseline conditions to initiate the development of the construction plans.
2. Evaluate the lake for construction.
3. Laboratory analysis of sediment samples to detect the presence of certain contaminants and engineering parameters.
4. Attending up to three meetings with City project management staff.
5. Preparation of construction plans and specifications suitable for the City of Plano and necessary for complete documentation for construction by general contractors.
6. Providing bidding phase services.

SCOPE OF SERVICES AND SPECIFIC ASSUMPTIONS

The work to be performed for the Big Lake Park – Lake Restoration project will include the preparation of the necessary reports, analyses, construction plans, contract documents and surveying required to remove sediment from the lake. This contract does not include the actual removal or placement of the sediment.

The tasks presented in the paragraphs below have been developed after careful review of the elements necessary to accomplish the goals of the project. Task items not explicitly described in this Scope will be an additional service.

GENERAL ASSUMPTIONS

- City will provide Engineer any existing plans for utilities and any existing studies, reports and surface topography relating to the lake and adjacent areas.
- Environmental remediation services, impact studies, and assessments are not a part of this contract.
- The sediment sampling program will consist only of a limited number of samples in order to conduct a screening level of analysis under this scope of work. Should no contaminants of concern be found, this screening level should be adequate for continuation of construction.

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- Topographic information, utility surveys, and construction plans for the dredged area will be prepared for the lake only and will be sufficient for contractors to bid on the project.
- City will advertise and receive bids.
- City will provide existing conditions hydrology and hydraulics for the lake and creek system.
- No right of entry will be needed for this project.
- This scope of services assumes the lake will be drained for dewatering and sediment removal. It is assumed that the material will be removed using the "one-step" method. It is assumed that the material will be transported via trucks to an approved location determined and coordinated by the contractor. The contractor shall be responsible for hauling and properly disposing of the dredged material.

PRELIMINARY ENGINEERING

The preliminary engineering phase of this Scope of Services begins with establishment of baseline conditions for the project and continues through receiving the first set of comments from the City to initiate the development of the construction plans.

100 SERIES TASKS – ESTABLISH BASELINE CONDITIONS

Task 101 – Field Reconnaissance

Carter & Burgess will perform a field reconnaissance of the lake and the surrounding area to observe and document existing conditions.

Task 102 – Coordinate Special Services

Carter & Burgess will coordinate the topographic survey of the lake with a subconsultant.

Task 103 – Utility Locations

Carter & Burgess will obtain copies of existing as-built utility construction plans and franchise utility layouts within and adjacent to the project site. Utility information may also be developed from topographic maps provided by the City of Plano. No field survey work will be performed as a part of this task. Utility locations will be verified by a visit to the site.

Task 104 – Underwater Survey

Carter & Burgess will contract with a subconsultant specializing in underwater surveying to determine the elevation of the top of the sediment layer, the hard constructed bottom of the lake, and the edge of water. Two underwater surveys will be conducted to collect the pre-project conditions and post-project conditions information. The information provided by the survey will be used to estimate the quantity of sediment and establish the target post-project elevation.

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200 SERIES TASKS – PRELIMINARY ENGINEERING REPORT

After completion of the tasks described above, a written report will be prepared to document the constructability of the project. A summary of the engineering properties and chemical analysis collected in the 300 Series will be included in this report. The report will be prepared for review by the City staff. A Preliminary Opinion of Probable Coast will be prepared for a reasonable preferred site.

300 SERIES TASKS – SEDIMENT SAMPLING AND ANALYSIS

The sampling plan for the project will include labor and non-labor costs to obtain sediment core samples from the lake.

The purpose of the sampling effort will be to derive and analyze common parameters. The sampling program will seek to establish the necessary information to undertake excavation. Should the analysis of the samples indicate a need to obtain additional parameters, additional samples will be obtained from the lakes at additional cost to the City.

This scope of services includes a total of up to two (2) core sample locations of the sediment to be taken in appropriate locations within the lake. The extraction of sediment samples from the lakes for this task will be used as an initial screening for contaminants. If the samples show that exceedance limits are outside agency criteria, and therefore, should additional samples need to be taken from the lakes beyond the initial two, these samples will be obtained at an additional cost to the City.

The analysis of the core samples includes the laboratory analyses for these chemical parameters: Metals (14 total metals contained within RCRA and EPA Priority Pollutant Metals), Pesticides / Herbicides, Semivolatile Organic Chemicals (SVOC's), Total Volatile Suspended Solids (TVSS). Additional parameters may be analyzed at additional cost to the City. The EPA's Toxicity Characteristic Leaching Procedure (TCLP) has not been included in this scope of services. TCLP's can analyzed at additional cost to the city, should the project require. Additional samples will be necessary for the TCLP laboratory analysis. These parameters are consistent with parameters used on past projects that have been reviewed by EPA.

The analysis of the core samples will also include determination of general engineering properties. The analysis will determine the following engineering parameters: moisture content, in-situ dry unit weight, liquid limit, plastic limit, plastic index, bulking factor, specific gravity, sieve analysis, and settling tests. Determination of other engineering properties may be performed at additional cost to the City.

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This scope of services does not include extracting samples or analyzing samples for any water quality parameters. This scope of services does not include the preparation of an EPA Quality Assurance Protection Plan (QAPP).

400 SERIES TASKS – MEETINGS

Work effort for this series of tasks includes the attendance of the engineer at meetings with various City departments and federal agencies. The specific departments and agencies are listed in the following paragraphs. For the purposes of this scope of services, the Parks Department is assumed to be the managing department for this contract.

A maximum of three (3) meetings will be held with City Project Management Staff. No other formal meetings with City staff are included as a part of this scope of services. Meeting time for consultant personnel will be limited to the hours presented in the cost proposal spreadsheets.

500 SERIES TASKS – PRELIMINARY PLANS

Preliminary schematic plans for the sediment removal from Big Lake will be submitted to the City for review and comment. Four (4) copies of the preliminary plans will be furnished to the City. Upon receiving the City's comments, these plans will be used to develop the final construction plans.

This submittal will include the preliminary schematic plans for the dredge excavation area. These plans will be representative of the final construction plans, but final engineering calculations will be performed only after the City comments have been received and included in the final engineering phase of the project. An opinion of probable cost will be prepared at this time. The opinion of probable cost will be prepared with input from a qualified contractor.

FINAL ENGINEERING

The final engineering phase of this project includes the tasks necessary to prepare the project for the bidding phase.

600 SERIES TASKS – DESIGN AND CONSTRUCTION PLANS

Completion of this series of tasks involves the preparation of construction plans to detail the excavation operations. Completed construction plans will be suitable for the City to advertise for bidding for the removal of the sediment from the Lake.

Preparation of the construction plans will include the preparation of engineering calculations and other measures to determine the dredge area, contractor staging areas, and dewatering strategy. Construction plans will include layout sheets, plan view sheets, survey horizontal and vertical control, detail sheets and other sheets to adequately describe the proposed construction project.

Construction plans for the dredge area shall include the engineering calculations, drawings and other measures necessary to describe the construction and excavation operations that shall take place in and adjacent to the excavation area. The construction plans will include a SWPPP that conforms to TCEQ and City of Plano Standards.

700 SERIES TASKS – SPECIFICATIONS

Specifications will be prepared to detail the methods and materials to be used by the contractor in completing the construction phase of the project according to the construction plans. The specifications will be coordinated with City and NCTCOG standards.

BIDDING

800 SERIES TASKS – BIDDING PHASE SERVICES

The bidding phase services for this contract include the following items:

1. Evaluate bids and recommend award.
2. Prepare up to 2 addenda. It is assumed for this Scope that the City will process the addenda.
3. Prepare as-built plans in CADD format. Plans to be in AutoCADD format with no cross references, one drawing per sheet, NAD 83 Datum, State Plane coordinates and provide on CD-ROM with full labels.

Bidding phase services do not include Engineer reviews of shop drawings. It is assumed for this Scope that the City shall perform these services.

REIMBURSIBLE EXPENSES

Expenses included in this contract are shown in Exhibit C. Expenses include material production and reproduction costs, photographic costs, courier costs, travel costs, and other miscellaneous items.

EXCLUSIONS AND RESTRICTIONS

These costs assume that the "one-step" excavation will be used. All costs presented in this Scope of Services are based on this assumption.

These costs assume that a Section 404 application to the US Army Corps of Engineers will not be required for this project. It is assumed that the one-step excavation method will be used and does not require a Section 404 application or permit. A memo to the City Project Manager will provide documentation for this.

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These costs assume that no fill permit from the City of Plano or any other jurisdiction will be required.

These costs assume that no floodplain permitting is required. These costs assume that any dredged material will be placed in an area that is outside any FEMA regulatory floodplain that is shown on the effective flood insurance rate map.

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**EXHIBIT B
PRELIMINARY SCHEDULE**

BIG LAKE PARK – LAKE RESTORATION

Activity	Duration (working days)
Notice to Proceed	0
Preliminary Design	60
Initial City Review	15-20
Final Design & Preparation of Special Conditions and Technical Specifications	40
Second City Review	15-20
Revise Final Plans & Specifications	7
Final City Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	120

A working day is defined as Monday through Friday, excluding City of Plano holidays.

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**EXHIBIT C
FEE SCHEDULE**

BIG LAKE PARK – LAKE RESTORATION

TABLE 1 Cost Summary Big Lake Dredging Project		
Task Number	Description	Cost
0100	Pre-/Post-Project Underwater Survey	\$14,000.00
0200	Preliminary Engineering Report	\$ 3,000.00
0300	Sediment Sampling and Analysis	\$ 8,800.00
0400	Meetings with City	\$ 2,800.00
0500	Preliminary Plans	\$ 3,000.00
0600	Design and Construction Plans	\$17,000.00
0700	Specifications	\$ 3,000.00
0800	Bidding Phase Services	\$ 4,400.00
	SUBTOTAL	\$ 56,000.00
	Reimbursable Expenses	\$ 1,000.00
	TOTAL	\$ 57,000.00

ADDITIONAL SERVICES AND COMPENSATION SCHEDULE

Additional services may be added to the contract as deemed necessary by the City during the completion of the project. These additional services will be charged to the City at the rates shown in Table 2. If the City requests these services, the engineer will complete an estimate of the time and scope of work necessary to complete the task.

TABLE 2 Compensation Schedule	
Labor Category	Hourly Rate
Sr. Project Manager	\$169
Project Manager	\$133
Project Engineer	\$98
CADD Technician	\$78
Sr. Environmental Scientist	\$99
Environmental Scientist	\$84
Sr. Licensed Surveyor	\$159
Licensed Surveyor	\$103
Survey Technician	\$84
Survey Crew	\$130
Sr. Planner	\$135
Planner	\$98
Landscape Architect	\$114
Administration	\$60

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

- 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

26. The above policy(s) carry the following deductibles: _____

Full limits of coverage available for:
 General Liability _____ Professional Liability _____
 Automobile Liability _____

27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

Name of Engineering Firm

By: _____

Signature

(Print Name)

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/20/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #):	Irene Pegues (7198)			(Project No. 5282)
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Rone Engineers, Ltd. increasing the professional services contract by \$6,849.86 for Premier Drive – Ruisseau Drive to Heritage Drive, Contract Modification No. 1.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		801,155	1,056,845	0
Encumbered/Expended Amount		-801,155	-797,735	0
This Item		0	-6,850	0
BALANCE		0	252,260	0
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This contract modification (increasing the contract to exceed \$25,000), in the amount of \$6,850, will leave a current year balance of \$252,260 for the Premier – Ruisseau to Heritage project.				
STRATEGIC PLAN GOAL: This testing project relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Additional materials testing services are required to complete the materials testing on the project.				
The original contract amount was \$19,908.50. The Engineering Department is seeking City Council approval of this modification because the contract now exceeds \$25,000. The revised contract amount is \$26,758.36.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		/N/A		

CONTRACT MODIFICATION

**PREMIER DRIVE - RUISSEAU DRIVE TO HERITAGE DRIVE
PROJECT NO. 5282**

**PURCHASE ORDER NO. 111277
CIP NO. 31409**

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Rone Engineers, Ltd. (hereinafter "Consultant") dated March 9, 2004 for Professional Materials Testing Services for the referenced project (hereinafter "Project").

Services:

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

Additional material testing services are needed to complete the project. All services shall be completed before the acceptance of the project.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$6,849.86. 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.

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Original Contract Amount	<u>\$ 19,908.50</u>
Contract Amount (Including Previous Modifications)	<u>\$ 19,908.50</u>
Amount, Modification No. 1	<u>\$ 6,849.86</u>
Revised Contract Amount	<u>\$ 26,758.36</u>
Total Percent Increase Including Previous	<u>34.41%</u>

CITY OF PLANO
OWNER

RONE ENGINEERS, LTD.
CONSULTANT

a Texas limited partnership

BY: Rone Management, L.L.C., a Texas limited liability company, its General Partner

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: _____

Print
Title: City Manager

Print
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: 
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2005, by _____, _____, of **RONE ENGINEERS, LTD.**, a Texas Limited Partnership, General Partner of **RONE MANAGEMENT, L.L.C.**, a **TEXAS** Limited liability company, its General Partner, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2005, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

0.4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/24/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5399-2	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REIMBURSEMENT OF OVERSIZE				
CAPTION				
Approving and authorizing reimbursement to Daltex Mapleshade, Inc. for oversize paving participation in Mapleshade Road in the amount of \$33,340.22.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		942,949	1,216,051	600,000
Encumbered/Expended Amount		-942,949	-798,958	0
This Item		0	-33,340	0
BALANCE		0	383,753	600,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are available in the 2004-05 Street Improvement CIP. This item, in the amount of \$33,753, will leave a current year balance of \$383,753 for Oversize Reimbursements.				
STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
In accordance with our Subdivision Improvement Agreement, reimbursement to Daltex Mapleshade, Inc. is due for oversize paving improvements for Mapleshade Road.				
Staff recommends the City Council authorize payment for the oversize participation.				
List of Supporting Documents: Memo dated 06/03/05 from Chief Engineer Exhibits A & C Location Map		Other Departments, Boards, Commissions or Agencies n/a		

MEMORANDUM

Date: June 3, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: Mapleshade Road Extension – Ohio to Coit
Project No. 5399-2

The project is now substantially complete. In accordance with our Subdivision Improvement Agreement dated November 2, 2004, reimbursement for oversize paving is due to Daltex Mapleshade, Inc. in the amount of \$33,340.22. This partial reimbursement is for oversize paving adjacent to NTTA frontage. The remaining reimbursement will be due as follows:

Due upon substantial completion of the Project	\$33,340.22
Due upon acceptance of the Project	\$8,335.06
Due upon contiguous development of adjacent properties	\$33,925.72
Prior reimbursements	\$41,675.28
Total City Participation	<u>\$117,276.28</u>

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development

P.2

EXHIBIT A
MAPLESHADE LANE CONNECTION
CITY OF PLANO PAVING COST PARTICIPATION
DALTEX COIT ROAD INC.
SEPTEMBER 2004

Item	Non NTTA Portion Description	Quantity	Unit	%	Unit Prices	Amount
	7" 4200 PSI Reinf. Conc. Pavement (13' wide section)	3956	SY	0.343982	\$18.50	\$25,174.69
19	6" Lime Stabilized Subgrade (15' wide section)	4565	SY	0.343982	\$1.55	\$2,433.93
20	Hydrated Lime (34 lbs/sy)	99	Ton	0.343982	\$90.00	\$3,064.88
23	Street Header	26	LF	0.343982	\$10.00	\$89.44
24	Sawcut & remove exist. Pavement, install butt joint	13	LF	0.343982	\$4.00	\$17.89
25	Traffic control / Barracading (26%)	0.26	LS	0.343982	\$3,000.00	\$268.31
26	4" Non-Reflective White Round Buttons	556	Ea	0.343982	\$3.50	\$669.39
27	4"x4" Reflective Clear Square Buttons	139	Ea	0.343982	\$6.00	\$286.88
	Sub-Total					\$32,005.40
	6% Engineering					\$1,920.32
	Total					\$33,925.72
North Texas Tollway Authority Portion						
2	Unclassified Site Excavation	1250	CY		\$5.10	\$6,375.00
5	Drainage Ditches	580	LF		\$2.00	\$1,160.00
7	Seeding and Fertilizer	0.14	Ac.		\$1,000.00	\$140.00
18	7" 4200 PSI R. Conc Pvmt 25' wide	1752	SY		\$18.50	\$32,412.00
19	6" Lime Stabilized Subgrade 27' wide	1892	SY		\$1.55	\$2,932.60
20	Hydrated Lime (34 lbs/sy)	32	Ton		\$90.00	\$2,880.00
26	4" Non-Reflective White Round Buttons	62	Ea		\$3.50	\$217.00
27	4"x4" Reflective Clear Clear Square Buttons	16	Ea		\$6.00	\$96.00
34	30" Class III RCP (50% of 632' NTTA ROW)	396	LF		\$22.50	\$8,910.00
32	21" Class III RCP (50% of 632' NTTA ROW)	238	LF		\$16.00	\$3,808.00
49	12" PVC Water (50% of 632' NTTA ROW)	632	LF		\$11.00	\$6,952.00
50	8" PVC Water	200	LF		\$16.00	\$3,200.00
52	12" Gate Valve	2	Ea		\$1,350.00	\$2,700.00
53	8" Gate Valve	3	Ea		\$775.00	\$2,325.00
54	6" Gate Valve	1	Ea		\$575.00	\$575.00
55	Fire Hydrant	2	Ea		\$1,800.00	\$3,600.00
57	Connect to Existing Water	1	Ea		\$350.00	\$350.00
	Sub-Total					\$78,632.60
	6% Engineering					\$4,717.96
	Total					\$83,350.56
						Total \$117,276.28

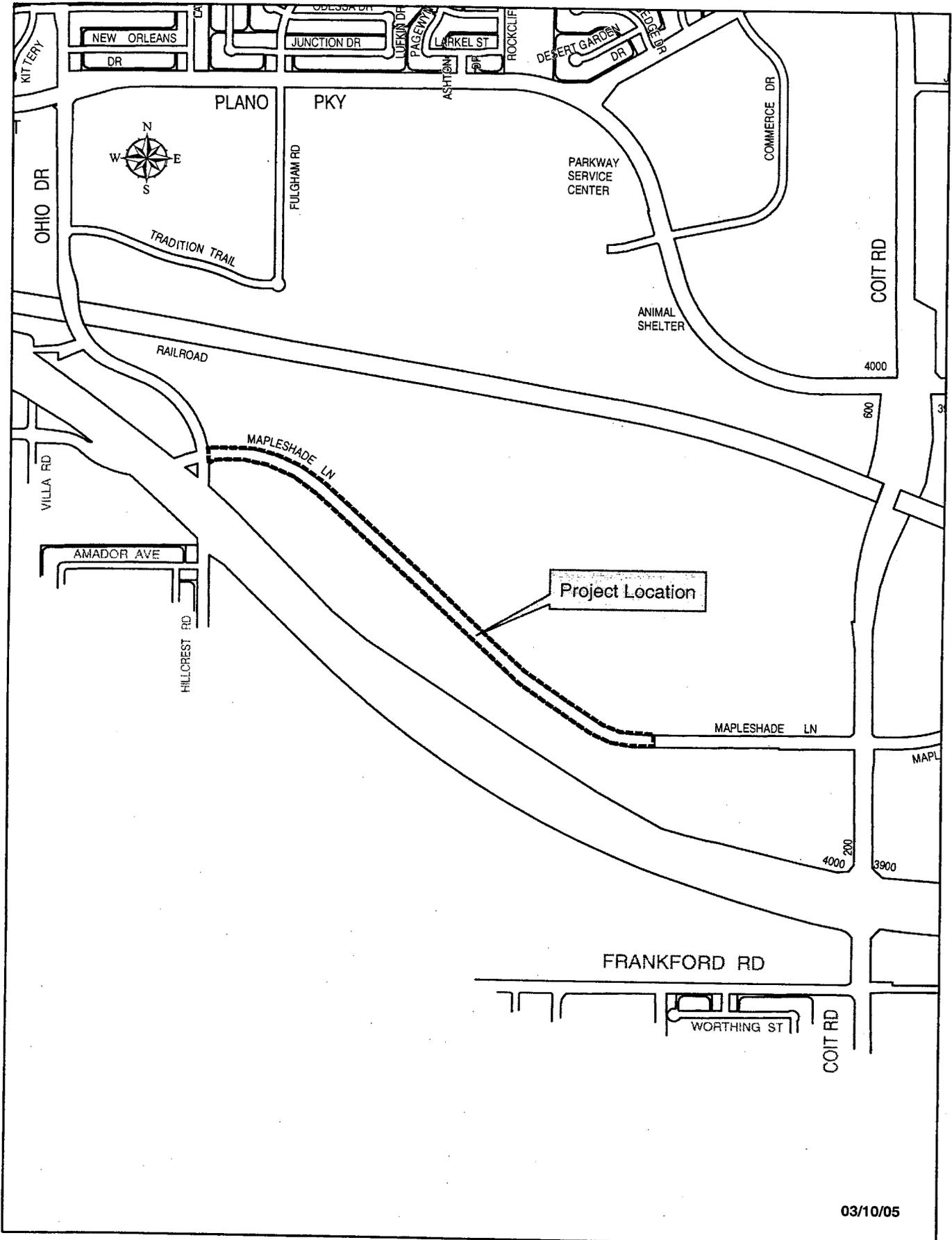
P.3

**Mapleshade Road Extension
Daltex Coit Road Inc. Portion of Contract
Exhibit "C"**

QUANTITY	UNIT	ITEM		UNIT PRICE	TOTAL	
GRADING						
1	12	Ac.	Clearing & Stripping	0.459	\$400.00	\$2,203.20
2	19,282	C.Y.	Unclassified Street Excavation	0.459	\$5.10	\$45,137.23
3	170	C.Y.	Compacted Street Fill	0.459	\$2.00	\$156.06
4	1	L.S.	Tree Removal in R.O.W.	0.459	\$3,200.00	\$1,468.80
5	1,185	L.F.	Drainage Ditches	0.459	\$2.00	\$1,087.83
6	1	L.S.	Dispose of Trash and Brush	0.459	\$2,100.00	\$963.90
7	12	Ac.	Seeding and Fertilizer	0.459	\$1,000.00	\$5,508.00
8	2	Ea.	Stabilized Construction Entrance	0.459	\$1,950.00	\$1,790.10
9	2,375	L.F.	Silt Fence	0.459	\$1.00	\$1,090.13
10	9	Ea.	Erosion Control Devices (inlets, headwall)	0.459	\$150.00	\$619.65
11	9	Ea.	Stone Overflow Structure	0.459	\$875.00	\$3,814.63
				Subtotal Grading		\$63,639.52
DEMOLITION						
12	180	S.Y.	Remove Existing Concrete Pavement	0.459	\$10.00	\$826.20
13	15	L.F.	Remove Existing 12" Water Line	0.459	\$15.00	\$103.28
14	130	L.F.	Remove Existing Fence in R.O.W.	0.459	\$2.00	\$119.34
15	50	L.F.	Remove Existing Street Barricade	0.459	\$3.00	\$68.85
16	1	Ea.	Remove Existing Headwall	0.459	\$400.00	\$183.60
17	1	Ea.	Adjust Existing 12" Valve	0.459	\$250.00	\$114.75
				Subtotal Erosion Control		\$1,416.02
PAVING						
18	15,370	S.Y.	7" 4200 psi Reinforced Concrete / Curb	0.459	\$18.50	\$130,514.36
19	16,325	S.Y.	6" 8% Lime Stabilization	0.459	\$1.55	\$11,614.42
20	284	Tons	Hydrated lime	0.459	\$90.00	\$11,732.04
21	1	Ea.	Median Nose with Brick Pavers	0.459	\$1,200.00	\$550.80
22	2	Ea.	Connect to Existing Pavement	0.459	\$1,200.00	\$1,101.60
23	154	L.F.	Street Header	0.459	\$10.00	\$706.86
24	140	L.F.	Full Depth Saw Cutting	0.459	\$4.00	\$257.04
25	1	L.S.	Traffic Control / Barricading	0.459	\$3,000.00	\$1,377.00
26	556	Ea.	4" Plain Non Reflective White md Buttons	0.459	\$3.50	\$893.21
27	139	Ea.	4"x4" Clear Reflective Acrylic Buttons	0.459	\$6.00	\$382.81
28	200	L.F.	Metal Beam Guard Fence	0.459	\$21.00	\$1,927.80
29	86	L.F.	Culver Rail SD-13	0.459	\$67.00	\$2,644.76
				Subtotal Paving		\$163,702.69
STORM DRAINAGE						
30	96	L.F.	18" RCP	0.459	\$28.00	\$1,233.79
31	571	L.F.	21" RCP	0.459	\$32.00	\$8,386.85
32	176	L.F.	27" RCP	0.459	\$42.00	\$3,392.93
33	442	L.F.	30" RCP	0.459	\$45.00	\$9,129.51
34	24	L.F.	36" RCP	0.459	\$57.00	\$827.91
35	383	L.F.	42" RCP	0.459	\$73.00	\$12,833.18
36	295	L.F.	48" RCP	0.459	\$90.00	\$12,186.45
37	43	L.F.	54" RCP	0.459	\$115.00	\$2,269.76
38	1	Ea.	Type "B" Headwall for 36" RCP	0.459	\$1,500.00	\$688.50
39	2	Ea.	Connect to Existing Headwall	0.459	\$750.00	\$688.50
40	1	Ea.	Connect to Existing Box Culvert	0.459	\$1,200.00	\$550.80
41	1	Ea.	Connect to Existing 36" RCP	0.459	\$500.00	\$229.50
42	2	Ea.	10' Recessed Curb Inlet	0.459	\$2,300.00	\$2,111.40
43	2	Ea.	12' Recessed Curb Inlet	0.459	\$2,400.00	\$2,203.20
44	2	Ea.	20' Recessed Curb Inlet	0.459	\$3,300.00	\$3,029.40
45	3	Ea.	5' x 5' Drop Inlet	0.459	\$2,000.00	\$2,754.00
46	17	C.Y.	Rock Rip Rap	0.459	\$145.00	\$1,131.44
47	13,823	S.F.	High Velocity Curlex Blanket	0.459	\$0.30	\$1,903.43
				Subtotal Storm Sewer		\$65,350.54
WATER						
48	2,828	L.F.	12" PVC	0.459	\$22.00	\$28,557.14
49	806	L.F.	8" PVC (DR-14)	0.459	\$16.00	\$5,919.26
50	95	L.F.	6" PVC (DR-14)	0.459	\$15.00	\$654.08
51	11	Ea.	12" Gate Valve	0.459	\$1,350.00	\$6,816.15
52	17	Ea.	8" Gate Valve	0.459	\$775.00	\$6,047.33
53	15	Ea.	6" Gate Valve	0.459	\$575.00	\$3,958.88
54	16	Ea.	Fire Hydrant w/ 6" Lead	0.459	\$1,800.00	\$13,219.20
55	2	Ea.	Connect to Existing 12" Water	0.459	\$550.00	\$504.90
56	1	Ea.	Connect to Existing 8" Water	0.459	\$350.00	\$160.65
57	4.2	TON	Fittings	0.459	\$3,000.00	\$5,783.40
58	2	Ea.	8" Cap and Blocking	0.459	\$2,000.00	\$1,836.00
59	10	L.F.	Concrete Encasement on 12" Water	0.459	\$30.00	\$137.70
60	3	Ea.	Connect to Existing Water	0.459	\$350.00	\$481.95
61	1	L.S.	Water Testing	0.459	\$1.00	\$0.46
				Subtotal Water		\$74,077.09
BONDS						
62	1	L.S.	Payment, Performance & Maintenance Bonds	0.459	\$16,000.00	\$7,344.00
				Subtotal Bonds		\$7,344.00
TOTAL CONSTRUCTION COST						\$375,529.86
ADDITION UNIT PRICES FOR AS NEEDED ITEMS:						
63	0	L.F.	6" Sleeves	0.459	\$ 12.00	\$ -
64	0	L.F.	4" Sleeves	0.459	\$ 10.00	\$ -
65	0	L.F.	2" Sleeves	0.459	\$ 8.00	\$ -
66	0	L.F.	3 Strand Barbed Wire Fence	0.459	\$ 3.00	\$ -
67	0	S.Y.	Turn Lane Conc.	0.459	\$ 26.50	\$ -
				Subtotal Miscellaneous		\$ -
				8% Contingencies		\$ -
				Total Miscellaneous Cost		\$ -
TOTAL						\$375,529.86

P.4

MAPLESHADE LANE



03/10/05

P-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	06/12/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	06/20/05
Agenda Coordinator (include phone #):	Irene Pegues (7198) v. [Signature]			Project No. 5378
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REIMBURSEMENT OF OVERSIZE				
CAPTION				
Approving and authorizing reimbursement to Preston Parker, LP, for oversize participation for paving improvements in Tulane Drive associated with construction of Preston Lakes, Phase III Addition, in the amount of \$110,235.60.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		942,949	1,216,051	600,000
Encumbered/Expended Amount		-942,949	-796,423	0
This Item		0	-110,236	0
BALANCE		0	309,392	600,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are available in the 2004-05 Street Improvement CIP. This item, in the amount of \$110,236, will leave a current year balance of \$309,392 for Oversize Reimbursements.				
STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Preston Parker, LP is due for oversize paving improvements in Tulane Drive associated with construction of Preston Lakes, Phase III Addition. The construction was inspected and found to be in conformance with the executed Agreement.				
Staff recommends the City Council authorize payment for the oversize participation.				
List of Supporting Documents: Memo dated 06/08/05 from Chief Engineer Letter dated 04/11/05 from City Engineer Exhibits A & C Location Map			Other Departments, Boards, Commissions or Agencies n/a	

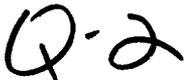
MEMORANDUM

Date: June 8, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: Preston Lakes Phase III Addition
Project No. 5474-A

We have now accepted the improvements in subject addition. In accordance with our Subdivision Improvement Agreement dated November 15, 2004 reimbursement for oversize paving in the amount of \$110,235.60 is due to Preston Parker, LP.

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development





April 11, 2005

Papagolos Development Company
5225 Village Creek Drive, Suite 300
Plano, Texas 75093

**Re: Preston Lakes Phase Three – Project No. 5474-2
Preston Lakes Phase Four – Project No. 5474-3
Preston Lakes Phase Five – Project No. 5474-1A
Preston Lakes Tulane Drive – Project No. 5474-A**

Gentlemen:

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

Maintenance Bonds have been received from Cullum Construction Co., Inc. and Rodman Paving, Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

The developer shall provide total maintenance of landscaping placed in the City right of way for a minimum of two (2) years.

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

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

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

ALU3847

Q-3

Pat Evans
Mayor

Shep Stahel
Mayor Pro Tem

Ken Lambert
Deputy Mayor Pro Tem

Scott Johnson
Place 2

Phil Dyer
Place 3

Sally Magnuson
Place 4

Steve Stovall
Place 5

Sean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

Exhibit "A"
Oversize Cost Reimbursement
Preston Lakes Phase III & Tulane Drive

DRAINAGE						
ITEM	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1	2-10' X 6' BOX CULVERT	152.00	L.F.	(1)	493.00	74,936.00
2	JUNCTION BOX	1.00	EA.	(2)	11,250.00	11,250.00
DRAINAGE SUBTOTAL						86,186.00
CITY PARTICIPATION @ 25% OF SUBTOTAL						21,546.50

PAVING						
ITEM	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1	EXCAVATION (MAIN LANES)	73.23	CY		1.45	106.18
2	EXCAVATION (TURN LANES)	386.10	CY		1.45	559.85
3	CLEARING	0.25	AC		400.00	100.00
4	6" LIME STABILIZED SUBGRADE	1,432.00	SY		1.45	2,076.40
5	HYDRATED LIME (36 LBS/SY)	25.80	TON		87.00	2,244.60
6	7" 4200 PSI REINF. CONC. PAVEMENT W/6" STAND. CURBS	1,432.00	SY		22.21	31,804.72
7	7" 4200 PSI REINF. CONC. PAVEMENT (TURN LANE)	563.00	SY		33.40	18,804.20
8	MEDIAN PAVERS	1,290.00	SF		8.00	10,320.00
9	2" GRAY CONDUIT	270.00	LF		8.00	2,160.00
10	MAINTENANCE RAMPS	2.00	EA		350.00	700.00
11	SAWCUT AND REMOVE EX. PAVMNT, INSTALL BUTT JNT.	357.00	LF		12.50	4,462.50
12	INSTALL THERMOPLASTIC TURN ARROWS	14.00	EA		165.00	2,310.00
13	DOUBLE 4" PLAIN NON-REF. ROUND CERAMIC WHITE BUTTON	53.00	EA		5.40	286.20
14	4" X 4" DOUBLE CLEAR REFLECTIVE ACRYLIC BUTTONS	55.00	EA		8.50	467.50
15	4" X 4" CLEAR REFLECTIVE ACRYLIC BUTTONS	122.00	EA		4.00	488.00
16	4" PLAIN ROUND CERAMIC WHITE BUTTONS	348.00	EA		2.70	939.60
17	REMOVE EX. THERMOPLASTIC ARROWS	6.00	EA		125.00	750.00
18	EX. DUAL REFLECTORIZED BUTTONS TO BE REMOVED	418.00	EA		2.00	836.00
19	4" X 4" YELLOW ACRYLIC REFLECTIVE BUTTONS	468.00	EA		4.00	1,872.00
20	4" NON-REFLECTIVE ROUND CERAMIC YELLOW BUTTONS	208.00	EA		2.70	561.60
21	CONNECT TO EXISTING STREET & REMOVE BARRICADE	2.00	EA		300.00	600.00
PAVING CITY PARTICIPATION SUBTOTAL						82,449.35

DRAINAGE AND PAVING CITY PARTICIPATION SUBTOTAL	103,995.85
ENGINEERING @ 6% OF SUBTOTAL	6,239.75
TOTAL CITY PARTICIPATION	110,235.60

- (1) THE DIFFERENCE BETWEEN A 72" RCP @ \$145.00 L.F. AND A 2-10' X 6' BOX CULVERT @ \$623.00 L.F.
- (2) THE DIFFERENCE BETWEEN A JUNCTION BOX ON A 72" RCP @ \$4,000.00 AND A JUNCTION BOX ON A 2-10'X6' BOX CULVERT @ \$15,250.00.

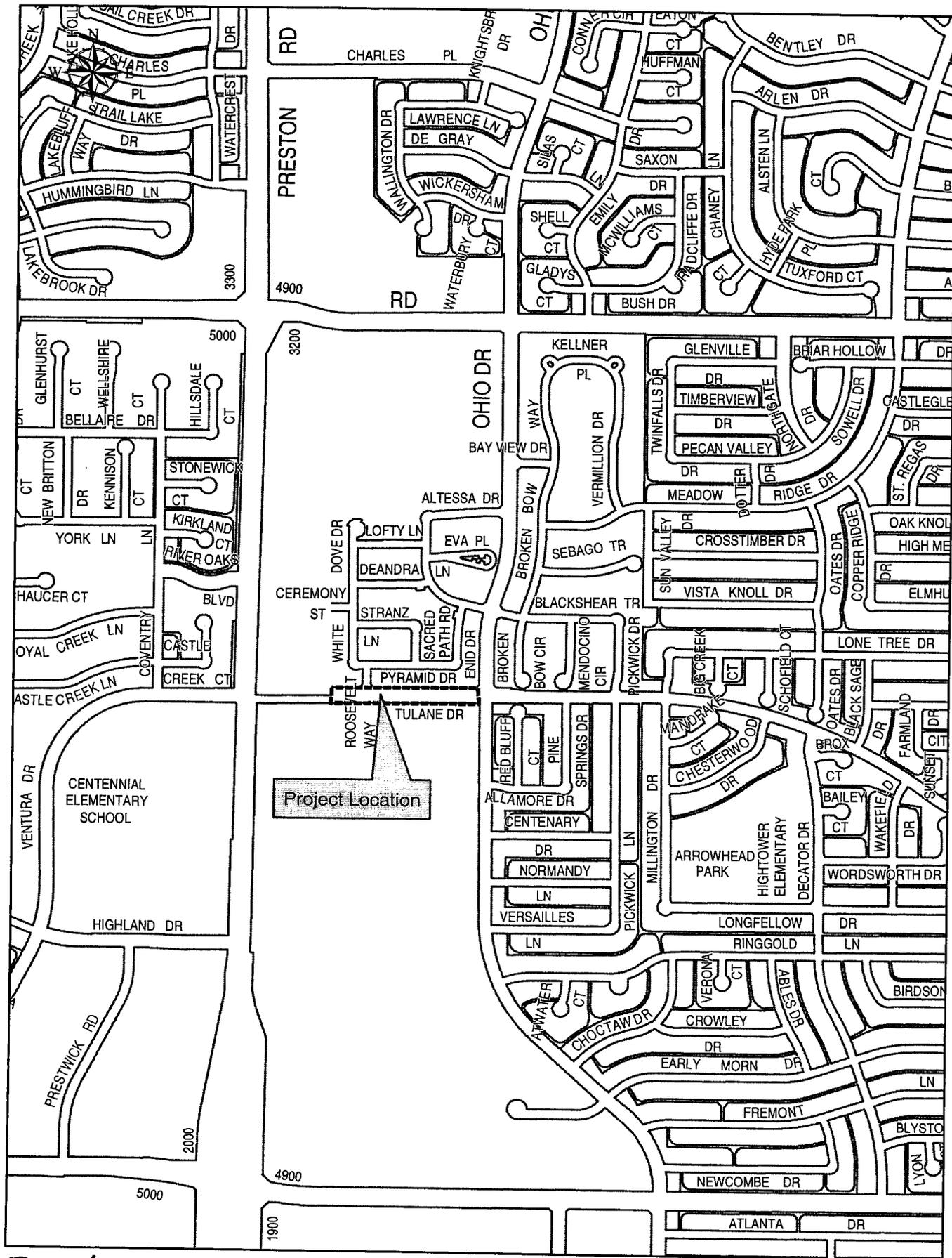
Q-4

Exhibit "C"
Public Improvements
Preston Lakes Phase III & Tulane Drive

PUBLIC IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	2-10' X 6' BOX CULVERT	152.00	LF	493.00	74,936.00
2	JUNCTION BOX	1.00	EA	11,250.00	11,250.00
3	6" LIME STABILIZED SUBGRADE	8,012.00	SY	1.45	11,617.40
4	HYDRATED LIME (36 LBS/SY)	145.00	TON	87.00	12,615.00
5	7" 4200 PSI REINF. CONC. PAVEMENT W/6" STAND. CURBS	6,476.00	SY	22.21	143,831.96
6	7" 4200 PSI REINF. CONC. PAVEMENT (TURN LANE)	990.00	SY	33.40	33,066.00
7	MEDIAN PAVERS	1,390.00	SF	8.00	11,120.00
8	2" GRAY CONDUIT	270.00	LF	8.00	2,160.00
9	MAINTENANCE RAMPS	2.00	EA	350.00	700.00
10	SAWCUT AND REMOVE EX. PAVMNT, INSTALL BUTT JNT.	357.00	LF	12.50	4,462.50
11	THERMOPLASTIC TURN ARROWS	1.00	LS	800.00	800.00
12	4" STRIPE	930.00	LF	1.60	1,488.00
13	TYPE I-W-C REFLECTIVE BUTTONS	62.00	EA	4.00	248.00
14	4" CHANNELIZING B UTTONS (WHITE W/REFLECTORS)	200.00	EA	4.00	800.00
15	4" PLAIN NON-REFLECTIVE CERAMIC WHITE BUTTONS	240.00	EA	2.70	648.00
16	4" X 4" CLEAR REFLECTIVE ACRYLIC BUTTONS	76.00	EA	4.00	304.00
17	4" CHANNELIZING BUTTONS (YELLOW W/REFLECTORS)	334.00	EA	4.00	1,336.00
18	REMOVE EXISTING THERMOPLASTIC ARROWS	1.00	LS	670.00	670.00
19	REMOVE EXISTING BUTTONS	1.00	LS	800.00	800.00
20	CONNECT TO EXISTING STREET & REMOVE BARRICADE	2.00	EA	300.00	600.00
PUBLIC IMPROVEMENTS SUBTOTAL					313,452.86
ENGINEERING @ 6% OF SUBTOTAL					18,807.17
TOTAL PUBLIC IMPROVEMENTS					332,260.03

Q-5

TULANE DRIVE



Q-6

LOCATION MAP



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05		Reviewed by Legal <i>PA</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		Executive Director	<i>DA</i> 6-20-05
Dept Signature:	<i>Don Wendell</i>		City Manager	<i>PA</i> 6/20/05
Agenda Coordinator (include phone #): Linda Benoit (7255)				

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

CAPTION

Approving the terms and conditions of a funding agreement between the City of Plano, Texas and the Plano International Festival; authorizing the City Manager, or in his absence, an Executive Director to execute such agreement; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	11,190	0	11,190
Encumbered/Expended Amount	0	0	0	0
This Item	0	-25,935	0	-25,935
BALANCE	0	-14,745	0	-14,745

FUND(S): GENERAL FUND

COMMENTS: This item is included in the 2004-05 Budget in the amount of \$11,190. Additional funds in the amount of \$14,745 (as approved by the City Council) will be included in the 2004-05 Non-Departmental Budget Re-Estimate.

STRATEGIC PLAN GOAL: Funding for the Plano International Festival relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

This Resolution establishes the funding agreement with the Plano International Festival for a total of \$24,845 and City Services in an amount not to exceed \$1,090.

List of Supporting Documents:

Resolution
 Plano International Festival Agreement
 Plano International Festival Budget 2005

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF PLANO AND THE PLANO INTERNATIONAL FESTIVAL, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano International Festival to expend public funds to assist in the performance of the 2005 Plano International Festival, 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 hereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence, an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**AGREEMENT BETWEEN CITY OF PLANO
AND PLANO INTERNATIONAL FESTIVAL**

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

THIS AGREEMENT, this day made and entered into by and between the **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and the **PLANO INTERNATIONAL FESTIVAL**, a non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor");

WHEREAS, Contractor desires to put on the 2005 Plano International Festival of Plano to celebrate the cultural diversity of the City of Plano and its ties to an agricultural beginning; and

WHEREAS, the City Council of the City of Plano deems it to be in the best interest of the City of Plano and its citizens to expend public funds to assist Contractor with funding the 2005 Plano International Festival (hereinafter the "Festival"); and

WHEREAS, the City Council finds that expending public funds for the Festival is a valid public purpose; and

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 / OBLIGATIONS.

The purpose of this Agreement is to provide terms and conditions under which City will make available the sum of **TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$24,845.00)** to be used for the performance of the Festival to be held October 22, 2005, in Plano, Texas.

In addition to the funding referenced above, the City further agrees to make available City Services as described in **Exhibit "C"** in an amount not to exceed **\$1,090.00** assist with the Festival on October 22, 2005. The City will notify Contractor if Contractor's request for City Services exceeds the amount indicated in Exhibit "C". Any City Services requested by Contractor that exceed the Exhibit "C"

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amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid by Contractor, in full within 30 days of the invoice date.

It is further agreed and understood that the Festival is a privately sponsored event for which the City provides assistance in many forms. City's assistance should not be construed as creating any type of joint venture or joint enterprise between Contractor and City. When contracting with any third party for the purpose of the location of, participation in, or services or materials provided as a result of the Festival, Contractor shall require that all such third parties maintain insurance as specified by the terms of this Agreement in order to protect the City from liability.

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

A. Contractor shall use any and all funds furnished by City under this Agreement for the purposes as outlined in **Exhibit "A"** and **Exhibit "C"**, a copy of which is attached hereto and incorporated herein.

1. If during the term of this Agreement, the Contractor wishes to utilize funds for purposes other than stated in **Exhibit "A"** and **Exhibit "C"**, such change will only be allowed as follows:

a. All changes must first be approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;

b. The Board shall submit the request for the change to the City Manager, or his designee, for approval.

No expenditure of funds contrary to **Exhibit "A"** and **Exhibit "C"** is permitted until written approval is received from the City Manager or his designee.

B. All funds shall be utilized in compliance with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses funded by City monies and budgeted in each category of the Application must be spent in that category;

2. All other conditions of this Agreement must be met.

C. Contractor agrees to and shall fully comply with the general conditions of the grant as set forth in the attachment entitled "General Conditions of Contract" (hereinafter referred to as the "General Conditions"), a copy of which is attached hereto and incorporated herein as **Exhibit "B"**.

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D. Contractor agrees to and shall fully comply with the special conditions of the grant as set forth in the attachment entitled "Special Conditions of Contract" (hereinafter referred to as the "Special Conditions"), a copy of which is attached hereto and incorporated herein as **Exhibit "C"**.

E. Any City grant funds remaining with Contractor that are not expended for or that are not encumbered for expenses related to the 2005 Festival prior to the event start date, will revert to the City general revenues.

F. In the event of inconsistencies or conflict among the documents, priority of interpretation shall be in the following order: This Agreement, **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"**, **Exhibit "D"**, and **Exhibit "E"**.

SECTION III.
BUDGET.

Contractor will furnish to City a detailed budget 150 days prior to the event start date.

SECTION IV.
INDEPENDENT CONTRACTOR.

Each party hereto covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other; that each party shall have exclusive control of and exclusive right to control the details of the work performed by it hereunder and all persons performing same on its behalf, and shall be responsible for the acts and omissions of its respective officials, officers, agents, employees, contractors, subcontractors, consultants, and other third parties for whom each is legally liable; that the doctrine of respondeat superior shall not apply as between City and Contractor, their respective officers, agents, employees, contractors, subcontractors, consultants, and any other third parties for whom each is liable respectively, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

SECTION V.
DISBURSEMENT OF FUNDS / REPORTING / AUDIT.

Funds and City Services provided for under this Agreement shall be disbursed in accordance with **Exhibit "A"** and **Exhibit "C"** attached hereto. Within sixty (60) days following the end of the contract term, Contractor agrees to provide financial statements sufficiently describing the expenditure of funds provided by the City and affirmatively verify that such funds were expended in accordance with the terms of this Agreement. These reports shall be furnished in writing to the Contract Administrator at the following address:

Dana Conklin
Parks and Recreation Department
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Telephone: 972-941-7321

Contractor agrees that City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Contractor reasonable advance notice of intended audits.

Contractor further agrees to include in third party contract(s), if any, a provision that any such third party agrees that City shall, until the expiration of three (3) years after final payment under any contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such third party involving transactions related to the third party contract, and further, that City shall have access during normal working hours to all third party contractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give third party contractor reasonable advance notice of intended audits.

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SECTION VI.
INSURANCE REQUIREMENTS.

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 "D". 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 prior to disbursement of funds under this Agreement. 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. Contractor shall require each individual and organization participating in the Festival and all subcontractors of Contractor and individuals and participating organizations to provide insurance coverage as specified in **Exhibit "D"**.

SECTION VII.
TERM.

The term of this Agreement begins on the date of execution by all parties and ends sixty (60) days after conclusion of the Festival or on September 30, 2005, whichever occurs first. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to the Contract Administrator.

SECTION VIII.
TERMINATION.

Either party shall have the right to terminate this Agreement early by giving the other party written notice of its intent to terminate, with such notice to be given in writing forty-eight (48) hours prior to the proposed early termination date. The right to terminate this Agreement early is specifically reserved to both parties. However, Contractor's obligations under this Agreement incurred prior to notice of early termination shall be honored and said early termination shall not affect the right of Contractor to pay such expenses previously incurred. In the event of such early termination, or at the end of the term of this Contract, the Contractor agrees to return to City the unused balance of any funds previously disbursed to the Contractor by City pursuant to this Agreement within ten (10) days of either event.

In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City shall have the right to immediately terminate this Agreement by providing written notice to the Contractor,

notwithstanding any provisions to the contrary. In the event of termination for breach, Contractor shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

SECTION IX.
AFFIDAVIT OF NO PROHIBITED INTEREST.

Contractor acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. At the time of execution of this Agreement, a duly authorized representative of the Contractor shall execute the Affidavit of No Prohibited Interest, which is attached hereto and incorporated herein as **Exhibit "E"**. By execution, Contractor acknowledges and accepts that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

SECTION X.
INDEMNIFICATION

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

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such 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 City.

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SECTION XI.
MISCELLANEOUS

A. Entire Agreement/Amendment.

This Agreement and its attachments embody the entire agreement between the parties and may only be modified, amended or supplemented, in writing if executed by both parties.

B. Authorized to Execute/Binding on Contractor.

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of the Contractor.

C. Binding on the City of Plano.

This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Contractor, the City Manager or his designee, and the City Secretary, and approved and accepted by the City Council of the City of Plano in open meeting as required by law. After such approval and acceptance, City shall deliver to Contractor a certified copy of the Resolution as evidence of the authority of the City Manager or his designate to bind the City of Plano to the covenants, terms and provisions of this Agreement and to perform the same in accordance herewith.

The parties agree that they, their officials, agents, successors, legal representatives and administrators are bound to the terms and conditions of this Agreement. This Agreement may not be assigned by Contractor without the written permission of City.

D. Notice.

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

City
Dana Conklin
Parks and Recreation Dept.
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Telephone: 972-941-7321

Contractor
Rafael Gutierrez
President
Plano International Festival
3941 Legacy Drive #204, B215
Plano, Texas 75023-8320

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E. Paragraph Headings.

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

F. Contract Interpretation.

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

G. Venue.

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

H. Severability.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I. Applicable Law.

Contractor agrees to abide by all laws, ordinances, and regulations applicable to its use of the Property, whether state, federal, or local.

J. Non-Waiver.

It is further agreed that one (1) or more instances of forbearance by either party in the exercise of their rights herein shall in no way constitute a waiver thereof.

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**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR
SIGNATURES ON THIS THE _____ DAY OF _____, 2005.**

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**PLANO INTERNATIONAL FESTIVAL OF
PLANO, TEXAS**

BY: _____
Rafael Gutierrez
President
Plano International Festival

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by **RAFAEL GUTIERREZ**, President **Plano International Festival**.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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EXHIBIT "A"

The purpose of this Agreement is to provide terms and conditions under which the City shall make available the sum of \$24,845.00 to be used for some or all of the following:

1. Directly contracted City services;
2. Auxiliary Police and Traffic Control Officers;
3. Traffic control expenses required by the City both internal and external to the Festival grounds;
4. Event insurance (excluding payment of deductibles and vendor pass-throughs);
5. Public restrooms;
6. Auxiliary power;
7. Auxiliary public safety lighting;
8. Barricades;
9. Event signage;
10. Expenses outlined in the Special Event Grant Application and approved by the Cultural Affairs Commission;
11. Other expenses expressly authorized and approved by the City Manager.

EXHIBIT "B"
GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

1. The Contractor will provide the City a written report of its activities and expenditures no less than sixty (60) days after the last day of the event.
2. The Contractor agrees to maintain accounting records for three (3) years after the close of the fiscal year.
3. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano.
4. The Contractor agrees to the on-site inspection of its facilities and/or programs by the City.
5. Improper use of funds provided by City will result in termination of the Contract, forfeiture of any outstanding grant money, and recovery of previous payments.
6. Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City must be made available to all people regardless of race, color, religion, sex, age, national origin, handicap or political affiliation.
7. The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and code of the United States of America, the State of Texas, and the City of Plano.
8. 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 the City.
9. Contractor shall not assign any interest in this Agreement without prior written consent of the City of Plano City Council.
10. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election/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

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America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

11. The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements of contracts as it deems necessary to protect the City's interests.
12. Conditions of this Agreement may not be changed or adjusted without the prior written approval of Plano City Council.

EXHIBIT "C"
SPECIAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following special conditions:

Fifty-Four Thousand Five Hundred and No/100 Dollars (\$54,500.00) shall be disbursed, lump sum, to the Festival upon execution of the Agreement and proof of insurance acceptable to the City Risk Manager as required by this Agreement. This disbursement will occur one hundred twenty (120) days prior to the event start date.

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 and facilities, 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 by the City.

Police Department (traffic, security service)	\$ 800
Parks and Recreation (park rental)	\$40
Plano Station rental	\$250
Total	\$ 1,090

The Festival 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 Festival 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.

The Festival shall reserve one (1) voting seat on its planning board for an official representative of the City of Plano, designated by the City Manager.

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

The Festival shall provide adequate handicapped parking or transportation.

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

EXHIBIT "D"**INSURANCE REQUIREMENTS FOR SPECIAL EVENTS**

Festival 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.

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 shall maintain limits no less than:

1. Commercial General Liability: \$500,000 limit per occurrence for bodily injury, personal injury and property damage, \$1,000,000 Aggregate.
NOTE: The aggregate loss limit applies to each event.
2. Participant Liability (where applicable – races, walks, etc.) \$500,000 limit per occurrence for bodily injury, personal injury, and property damage, \$1,000,000 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 shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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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. 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 Poors. This rating requirement may be waived for Workers’ Compensation coverage only by the Risk Manager or his designee.

F. VERIFICATION OF COVERAGE

Festival 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 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 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 excludes any activity or group involved in the Special Event, the Festival must provide proof of insurance as required by this agreement. Festival must furnish separate certificates for each group or activity not included or covered by Festival's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

Festival 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.

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Two original certificates of insurance must be submitted. Certificates should be submitted to:

ICA - C/O City of Plano
P.O. Box 2566
Fort Worth, TX 76113-2566

And

City of Plano
Attention: Risk Management
P.O. Box 860358
Plano, TX 75086-0358

The following language must be included in the description box of the certificate. No other language will be accepted, and will result in the certificate being rejected.

"City of Plano is additional insured as respects the General and Auto Liability Policies. Waiver of subrogation in favor of City of Plano as respects Workers' Compensation."

EXHIBIT "E"
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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

Plano International Festival

By: _____
(Signature)

Date: _____

STATE OF TEXAS
COUNTY OF _____

§
§
§

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

Notary Public, State of Texas

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27-May-05

Plano International Festival Budget 2005

EXT	COST	#	ITEM	Vendors	Contact	Email	Phone	Reference
\$1,200.00	\$1,200.00	1	Banner	Spread Pro Imaging	Tom Curry	tcurry@speedpro.com	972-403-9855	Jo Via, Charlie Cox's son-in-law
\$100.00	\$25.00	4	Parking signs	Spread Pro Imaging	Tom Curry	tcurry@speedpro.com	972-403-9855	
\$360.00	\$45.00	8	Port-a-potty	LoneStar Portables	Tom Sellers	tsellers777@aol.com	214-277-4434	Jo Via
\$70.00	\$70.00	1	Handicapped	LoneStar Portables				
\$100.00			250 gal gray water	LoneStar Portables				
\$100.00	\$100.00	1	Deposit	LoneStar Portables				
\$3,000.00			Event Insurance	Schell & Sons	Joni Vogt	ivost@schellinsurance.com	972-423-4546	Joey Page, Dana Conklin
\$300.00	\$150.00	2	Tents 10x10	Alexander Tent Co.	Wayne Alexander		972-247-8556	Jo Via
\$400.00	\$10.00	40	Tent Light	Alexander Tent Co.	Wayne Alexander			Joe Parker
\$640.00	\$8.00	80	Tables	Alexander Tent Co.	Wayne Alexander			Dana Conklin
\$575.00	\$1.15	500	Chairs	Alexander Tent Co.	Wayne Alexander			Dana Conklin
\$825.00	\$275.00	3	Tents 10x30	Alexander Tent Co.	Wayne Alexander			Dana Conklin
\$2,250.00			Generator	Kohler Power	Joe Parker		972-897-8443	Jo Via
\$40.00			Park Rental	City of Plano				COP
\$800.00	\$50.00	16	Police (2) hourly					Dana Conklin
\$0.00			Park Labor					Dana Conklin
\$250.00	\$250.00		Plano Station					COP
\$4,000.00			Advertisement					
\$2,260.00			Audio Equipment					Anisa Adern
\$1,150.00			Audio Labor					Anisa Adern
\$1,100.00			Audio System					Anisa Adern
\$400.00			Staging					Anisa Adern
\$350.00			Technicians					Anisa Adern
\$125.00			Delivery/Pickup					Anisa Adern
\$260.00			Sales Tax					
\$500.00			Cleaning Service					
\$300.00			Waste Services	Trinity Waste	Brenda Lalonde	brenda.lalonde@awin.com	972-422-2341x1006	Jo Via
\$1,680.37			Program Book	Alphagraphics	Bob Bauer	ao408@earthlink.net	972-867-9216	Plano Rotary
\$300.00			Decor					
\$2,500.00			2006 seed funds					Dana Conklin
\$25,935.37			TOTAL					

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/27/05	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration	Initials	Date		
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	6-20-05	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	6/20/05	
Agenda Coordinator (include phone #): Mary Ann Dunnavant - Ext. 4208					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Authorizing the purchase of specialized online database library materials for the Plano Public Library System in the amount of \$30,622.00 from InfoUSA, a sole source supplier of such materials; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	233,820	0	233,820
Encumbered/Expended Amount		0	-156,929	0	-156,929
This Item		0	-30,622	0	-30,622
BALANCE		0	46,229	0	46,229
FUND(S): GENERAL					
COMMENTS: Funding for this item is available in the approved FY 2004-05 Budget. This item authorizes the purchase of specialized online database library materials for the Plano Public Library System.					
STRATEGIC PLAN GOAL: Specialized Online Database Library Materials relates to the City's goal of "Service Excellence."					
SUMMARY OF ITEM					
This request is for the purchase of specialized online database library materials that can be provided only by InfoUSA. Since there is no other source for these materials, approval is requested for purchase of materials under Section 252.022(a)(7)(E) from InfoUSA as a sole source purchase in the amount of \$30,622. These materials will be allocated to and shared by all the libraries within the Plano Public Library System.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
1. Memo from Julie Torstad dated June 6, 2005. 2. Sole Source Letter from infoUSA					



City of Plano
Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.964.4327
Fax: 972.964.4121

Memorandum

Date: June 6, 2005
To: Mary Ann Dunnavant
From: Julie Torstad
Subject: RefUSA online database renewal

Please request approval from City Council for the renewal of the RefUSA online business database from InfoUSA. InfoUSA has exclusive publishing rights for the specialized online database. The estimated cost for the 2005 subscription is \$30,622.00. The funds will be taken from 682.6203.

Thanks.

S-2



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

Dear Customer,

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

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

If you have any questions or comments please feel free to contact us at 800-808-1113 x 8909.

Respectfully,

Christine Smailys
infoUSA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF SPECIALIZED ONLINE DATABASE LIBRARY MATERIALS FOR THE PLANO PUBLIC LIBRARY SYSTEM IN THE AMOUNT OF \$30,622.00 FROM INFOUSA, A SOLE SOURCE SUPPLIER OF SUCH MATERIALS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section I. The City Council hereby finds and determines that *infoUSA* is the publisher with exclusive distribution rights to the specialized online database library materials to be purchased by the City of Plano and is, thus, the sole source

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

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of these specialized online database library materials not to exceed \$30,622.00 from *infoUSA*, a sole source supplier for the online database materials.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

5-5



ReferenceUSA/Government Division

Phone: 800-808-1113

Fax: 402-596-7688

Effective Date: August 2005

Licensee: Plano Public Library

Authorized Buyer: Julie Torstad

Address: 2501 Coit Rd Plano, TX 75075

The following Terms and Conditions constitute a License Agreement ("Agreement") between the Licensee identified above ("Licensee") and infoUSA Inc. ("infoUSA").

Terms of License and Use Restrictions: infoUSA grants Licensee a limited, non-exclusive, non-transferable license to use the following infoUSA product(s) and the information contained thereon (the "infoUSA Data") for internal research and reference use in accordance with the U.S. federal copyright Fair Use doctrine and all other applicable laws. Except as provided for on Schedule B the infoUSA Data may not be made available for public access, or to multiple users without the prior written approval of infoUSA. Licensee and any users who are authorized under the terms of this Agreement ("Users") are expressly prohibited from (i) sublicensing or reselling the infoUSA Data; (ii) using or allowing third parties to use the infoUSA Data for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the infoUSA Data in any manner not specifically authorized in this Agreement or offering it through any third party; or (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the infoUSA Data or any part thereof without infoUSA's prior written consent, which consent may be withheld in infoUSA's sole discretion. Licensee acknowledges that the infoUSA Data is to be accessed through linkage to the infoUSA's reference web site, and that all parties accessing the referenceUSA website do so subject to the terms and conditions stated therein. A copy of the current terms and conditions appearing on the referenceUSA website are attached as Schedule A. Each such exhibit is incorporated into this Agreement.

Networking, Multiple and/or Simultaneous Use: Unless otherwise stated on Schedule B, this Agreement authorizes Licensee to use the infoUSA Data solely for research and reference use by the Licensee in its internal operations. infoUSA Data cannot be loaded onto a server that reaches outside the walls of the immediate room or research facility. If networking, multiple or simultaneous use are authorized on Schedule A, Licensee will pay additional User fees for each User on its network, based on the maximum number of potential Users. If additional Users are added to the network, Licensee will provide written notice to infoUSA and within thirty (30) days will pay infoUSA additional fees based on the number of additional Users.

Proprietary Rights: The Licensee acknowledges that all rights, title and interest to the infoUSA Data, regardless of the form of media in which it is contained, shall be retained by infoUSA, subject to the license granted to Licensee hereunder.

Term: The term of this Agreement will be for one (1) year commencing on the Effective Date first set forth above. Thereafter this Agreement will be automatically renewed for successive one (1) year term(s) unless either party notifies the other in writing not less than thirty (30) days prior to the last day of the then current term. Licensee shall pay the annual license fee to infoUSA prior to the anniversary date of each renewal term.

Termination: Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. infoUSA may immediately terminate this Agreement if Licensee causes or facilitates any unauthorized use or distribution of the infoUSA Data. Upon termination of this Agreement for any reason, Licensee shall (i) ensure that all copies of the infoUSA Data and any related data and information is deleted from its computers and the computers of any service provider or other third party who processed the infoUSA Data for the Licensee; (ii) cease any and all use of the infoUSA Data; (iii) return all copies, whether in print, tape or other media, of all or any part of the infoUSA Data to infoUSA no later than five (5) days after termination of this Agreement; and, (iv) certify in writing within ten (10) days after termination of this Agreement that Licensee and its service providers have deleted or returned to infoUSA all copies of the infoUSA Data.

Licensee's Obligations: It is the Licensee's responsibility to understand and comply with all federal, state, and local laws, rules, and regulations including, but not limited to do not call and do not fax regulations, and all provisions of the fair credit reporting act ("FCRA"), the Federal Drivers Privacy Protection Act, and the Gramm-Leach Bliley Act. Credit information is provided for use as only one of several factors that may be used in the business decision process. Licensee represents and warrants that it will not use any information obtained from infoUSA as a factor in establishing a consumer's eligibility for credit granting, monitoring, account review, insurance underwriting, employment, or any other purpose addressed in the FCRA. Licensee agrees to indemnify and hold infoUSA harmless from any and all claims, actions, demands, or other liability of third parties which results from the use or misuse of the infoUSA Data by either the Licensee or persons receiving the infoUSA Data from or through the Licensee.

Exclusive Limited Warranty: infoUSA compiles its databases from various sources and where appropriate verifies the information. infoUSA cannot and does not assume any liability for the correctness or comprehensiveness of the infoUSA Data. Licensee will have 14 days after receipt of the infoUSA Data to inspect and notify infoUSA of any problems with the operation of any accessed or provided infoUSA database software or material mistakes with regards to the infoUSA Data. If infoUSA is notified of an operational problem or material mistake within 14 days from the date you first receive the infoUSA Data then infoUSA will correct the problem or, in its sole discretion, refund that portion of the purchase price, royalty, or license fee relating to the materially mistaken information or the product as a whole. This warranty is a limited warranty and infoUSA makes no other warranties, express or implied, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. In no event shall infoUSA be liable for lost profits, consequential, incidental, or special damages, or other claims of a similar nature. If this limited warranty should fail of its essential purpose, and in all other cases, infoUSA's entire liability shall be limited to the amount actually received by infoUSA during the term of this Agreement within which such liability first arose.

Third-Party Processor Agreement: In the event that Licensee requires the service of a third-party processor Licensee and the Processor shall execute a Third-Party Processor Agreement provided by infoUSA.

Governing Law and Forum Selection: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without regard to any conflict of laws principles. For the purpose of resolving any dispute in any way related to the infoUSA Data or this Agreement, the state and federal courts located in Texas shall have exclusive jurisdiction. Both parties agree that such courts represent convenient and appropriate forums for these purposes.

Whole Agreement. This Agreement does not constitute an offer by infoUSA and it shall not be effective until signed by both parties. This Agreement constitutes the entire Agreement between the parties with respect to the authorized use of the infoUSA Data and all other subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Licensee and infoUSA by their respective duly authorized representatives.

Schedule A

ReferenceUSA.com Usage Terms and Conditions: You are expressly prohibited from (i) sublicensing or reselling the infoUSA Data; (ii) using or allowing third parties to use the infoUSA Data for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the infoUSA Data in any manner not specifically authorized in the Agreement between InfoUSA and the Subscribing Library (Licensee) or offering it through any third party; or (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the infoUSA Data or any part thereof without infoUSA's prior written consent, such consent may be withheld in infoUSA's sole discretion.

The subscriber and You, as the authorized user, may use the infoUSA data only in accord with all federal, state, and local laws, rules, and regulations including, but not limited to, "Do Not Call" and "Do Not Fax" legislation.

InfoUSA compiles its databases from various sources and where appropriate verifies the information. InfoUSA cannot and does not assume any liability for the correctness or comprehensiveness of the information.

PLEASE SIGN SCHEDULE B (THE FOLLOWING PAGE).

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Intergovernmental Relations		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	6/13/05
Dept Signature:		City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #): Mark Israelson ext 5440				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND LEXINGTON LUXURY BUILDERS LLC., A TEXAS LIMITED LIABILITY CORPORATION, TO PROVIDE AN EXCLUSIVE PERIOD FOR THE NEGOTIATION OF A DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE RICE FIELD AND BAHI PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF 18TH STREET AND AVENUE G, IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	04/*05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution approves an agreement with Lexington Luxury Builders for an exclusive period of 120 days for the negotiation of a development agreement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND LEXINGTON LUXURY BUILDERS LLC., A TEXAS LIMITED LIABILITY CORPORATION, TO PROVIDE AN EXCLUSIVE PERIOD FOR THE NEGOTIATION OF A DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE RICE FIELD AND BAHU PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF 18TH STREET AND AVENUE G, IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed letter Agreement by and between the City of Plano, Texas and Lexington Luxury Builders, LLC, (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

Section III. The City Manager, at his discretion, is hereby authorized to extend the exclusive negotiation period by 30 days in the event during good faith negotiations a development agreement has not been completed by the 120 day deadline.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

t-3



June 14, 2005

Ms. Tracey Schaefer
Lexington Luxury Builders LLC
2220 Worthington Street
Dallas, TX 75204

Re: Letter Agreement - Plano Rice Field Redevelopment Block Project (Request for Qualifications, February 21, 2005)

Dear Ms. Schaefer:

Subject to City Council approval, we are pleased to inform you that you have been selected as the developer to enter into the conditional selection/negotiation phase of the above referenced project. This agreement does not award the final development to you, but rather sets forth the rights, obligations and process the parties will follow to negotiate a final development contract as further defined below.

The City of Plano (the "City"), grants to Lexington Luxury Builders LLC., ("Lexington") the exclusive right to develop a preliminary project design for the Plano-Rice Field Redevelopment Block Project (the "Project"). This exclusive right is limited to Lexington completing the preliminary design under the conditions set forth below. Concurrent with the development of the preliminary design, the parties will, in good faith, negotiate the terms and conditions of a development contract for the Project. If Lexington and the City fail to reach agreement on the preliminary project design and fail to enter into a development agreement for the Project, acceptable to the city in the time set forth below, including extensions, Lexington shall forfeit its rights under this agreement and the city has no further obligation to continue negotiations pertaining to the development of the property.

The period for completing a preliminary project design satisfactory to the City and for the parties to agree upon the terms and conditions for a development contract shall be one hundred and twenty (120) days from the date of City Council approval of this letter agreement, which period may be extended for up to an additional thirty (30) days upon approval of the City Manager. The parties may further extend this period upon mutual consent, in writing.

Both parties acknowledge that an adequate number of public meetings will be one aspect of the iterative process for preparing the preliminary design. Lexington agrees to participate in at least three public meetings, workshops, and/or presentations with the following entities or groups, but not limited to: specific city committees, the public at large, the Dallas Area Rapid Transit Authority, Fannie Mae, surrounding neighborhoods, the City Center Association, the City of Plano City Council, and others as identified by City staff.

Preparation of satisfactory preliminary project design shall include a preliminary site plan; schematic project drawings, typical exterior elevations, typical floor plans, exterior materials (color and finishes); site grading and drainage; utilities; street and sidewalk

Pat Evans
Mayor

Ken Lambert
Mayor Pro Tem

Scott Johnson
Deputy Mayor Pro Tem

Shep Stahl
Place 1

Loretta Ellerbe
Place 3

Sally Magnuson
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

7-4

paving plans; street furniture and fixtures; cost estimates; and construction schedules. Lexington is solely responsible for production of financial information and market analysis as may be required by Project investors and lenders.

Lexington and the City of Plano shall negotiate a development contract specifying the terms and conditions for the sale of property to the developer; financing plans, including preliminary commitment of sufficient equity and debt financing; extent of public construction and/or financial participation; project phasing, performance assurances, developers' management structure and personnel committed to the project; general project management, and public incentives and considerations. The final development contract shall provide that Lexington insures adequate financing for the construction of the project improvements. The negotiation of the development contract shall be exclusively between Lexington and the City of Plano. Both parties agree to hold all discussion and terms of the negotiation confidential until such time as they are publicly presented to the Plano City Council.

The City shall not be responsible for any costs incurred by Lexington pursuant to this agreement except as expressly provided herein. Lexington shall be reimbursed the actual design costs for utility extensions and street and sidewalk paving plan set forth above, but in no event shall such total reimbursement exceed \$25,000.00 in the aggregate. The City shall provide Lexington with previous surveys and environmental site assessments (ESA) of the property. Any additional survey or ESA deemed necessary by Lexington shall be at its expense. In exchange for acceptance of the reimbursement, the City retains all necessary rights to use plans created for public facilities and infrastructure, and all assignable rights in the boundary survey and ESA. All other costs incurred by Lexington under this agreement shall be borne solely by Lexington.

Because of the personal nature of the services to be rendered, you may not assign this agreement without our prior written consent. However, the agreement will inure to the benefit of and be binding on our successors and assigns.

If this agreement meets with your complete approval, please sign and return one of the duplicate originals for our records.

Very truly yours,

City of Plano

By: _____

ACCEPTED AND AGREED TO on this ____ day of _____, 2005

LEXINGTON LUXURY BUILDERS, LLC

By: _____

7-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal <i>per</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Homeland Security	Executive Director	<i>[Signature]</i>	Date 6.3.05
Department Head	William Peterson <i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/3/05
Dept Signature:				
Agenda Coordinator (include phone #):		Frank Snidow, x7318		

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE IMPLEMENTATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

STRATEGIC PLAN GOAL:

SUMMARY OF ITEM

Approval of attached Resolution to implement the National Incident Management System (NIMS) will assist Emergency Managers and Responders from different jurisdictions and disciplines to work together and more effectively handle emergencies and disasters, along with the City of Plano remaining eligible for Federal Homeland Security and Emergency Management grants.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

Resolution
Memorandum



Memorandum

Date: May 31, 2005
To: Bruce Glasscock, Executive Director
From: William Peterson, Fire Chief 
Subject: Council Agenda Item
NIMS Resolution

The National Incident Management System (NIMS) was developed to provide a system that would help emergency managers and responders from different jurisdictions and disciplines to work together more effectively to handle emergencies and disasters. When NIMS is adopted and used nationwide, it will form a standardized unified framework for incident management within which government and private entities can work together effectively.

The U.S. Department of Homeland Security has required that all state, local, and tribal organizations must adopt the National Incident Management System (NIMS) by October 2005 to remain eligible for Federal Homeland Security and Emergency Management grants. Full compliance with the NIMS is required by October 1, 2006. In order to receive FY 2006 preparedness funding, applicants will be required to certify, as part of their FY 2006 grant application, that they have met the FY 2005 NIMS requirements.

The City of Plano is currently 95% compliant in the way that incidents and disasters are handled and will complete full compliance prior to the compliance date of October 1, 2006.

If you have any questions or require additional information, please advise.

FS/dh

Attachment

- 4-2-

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE IMPLEMENTATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, United States President George W. Bush in Homeland Security Presidential Directive-5 (“HSPD-5”) directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (“NIMS”), to provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all federal, state, local and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary that all federal, state, local, and tribal emergency management agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management, it is critical that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel communications, facilities, and resources will improve the City’s ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the City, including all public safety and emergency response organizations training programs; and

WHEREAS, the National Commission of Terrorist Attacks (“9-11 Commission”) recommended adoption of a standardized Incident Command System;

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

Section I. The National Incident Management System (NIMS) is hereby adopted to be utilized for all emergency incident management in the City of Plano, Texas. The City Council further directs the City’s Office of Homeland Security to ensure that all public safety response personnel and supervisors are trained in the use of NIMS.

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

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

U-3

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

U-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/20/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #): Irene Pegues X 7198 <i>JP</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To authorize the purchase of software and support services related to the expansion of the existing energy management system to include control of the HVAC systems at Liberty Recreation Center, from sole source supplier, Johnson Controls Inc., and authorizing the City Manager or his designee to take such action and execute such documents necessary to effectuate the purchase in the amount of \$34,550.00 and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	96,452	28,548	0	125,000
Encumbered/Expended Amount	-96,452	-581	0	-97,033
This Item	0	-34,550	0	-34,550
BALANCE	0	-6,583	0	-6,583
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are available in the 2004-05 Capital Reserve Fund. This item, in the amount of \$34,550, will exceed the current year balance by \$6,583 for the Liberty Recreation Center project. The overage will be funded through saving and reallocation from the Air Conditioning project.				
STRATEGIC PLAN GOAL: Expanding the emergency management system relates to the City's Goals of Premier City for Families & "Service Excellence".				
SUMMARY OF ITEM				
Johnson Controls Inc. is the sole source supplier for energy management software and support for all City-owned facilities. The system, which will be installed for Liberty Recreation Center must interface and be compatible with existing software used by the Facilities Department for energy management citywide.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE PURCHASE OF SOFTWARE AND SUPPORT SERVICES RELATED TO THE EXPANSION OF THE EXISTING ENERGY MANAGEMENT SYSTEM TO INCLUDE CONTROL OF HVAC SYSTEMS AT LIBERTY RECREATION CENTER FROM JOHNSON CONTROLS, INC., THE SOLE SOURCE SUPPLIER OF SUCH A SYSTEM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas, desires to purchase software and support services related to the expansion of the existing energy management system to include control of HVAC systems at Liberty Recreation Center designed to meet the needs of the Facilities Maintenance Department; and

WHEREAS, Johnson Controls, Inc. is the owner and sole source provider of Metasys Energy Management System the energy management system currently being used by the Facilities Maintenance Department to control HVAC systems at other city buildings;; and

WHEREAS, the Johnson Control’s Metasys Energy Management System is the only software that will readily integrate with the City’s current energy management systems; and

WHEREAS, the City Council is of the opinion that the software and support services necessary to manage the Liberty Recreation Center HVAC systems is available only from one source, Johnson Controls, Inc., and therefore the purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022(a)(7); and

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

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

Section I. The City Council hereby finds and determines that Johnson Controls, Inc. is the sole source provider of Metasys Energy Management System, thus, the purchase of additional software and support services from Johnson Controls, Inc. to

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manage the HVAC system at the Liberty Recreation Center is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022(a)(7).

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the software and support services related to the expansion of the existing energy management system, in the amount of \$34,550.00 from Johnson Controls, Inc., the sole source supplier of such a system.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director <i>[Signature]</i>	6/21/05
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>	6/22/05
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a Real Estate Agreement by and between the City of Plano, Texas, and GKN Venture, Ltd., for the acquisition of a 0.874 acre sanitary sewer easement, a 2.774 acre temporary construction easement, and a 0.447 acre temporary access easement, all located north of Ridgeview Drive and west of Independence Parkway, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		10,129	689,871	0
Encumbered/Expended Amount		-10,129	-475,092	0
This Item		0	-25,000	0
BALANCE		0	189,779	0
FUND(S): SEWER CIP				
COMMENTS: Funds are included in the 2004-05 Sewer CIP. This item, in the amount of \$25,000, will leave a current year balance of \$189,779 for the Ridgeview/SH 121 Sanitary Sewer project.				
STRATEGIC PLAN GOAL: Acquiring sanitary sewer easement relates to the City's Goal of Livable Neighborhoods and Urban Centers.				
SUMMARY OF ITEM				
This item was on the June 13, 2005, council agenda but had to be pulled because of changes to the agreement by the property owner. The agreement has been finalized with minor changes. The temporary construction easement and the temporary access easement are non-exclusive and also the size of the temporary access easement has been reduced to 0.447 acres. The City is paying \$25,000 in consideration for the owners granting the three easements.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND GKN VENTURE, LTD., FOR THE ACQUISITION OF A 0.874 ACRE SANITARY SEWER EASEMENT, A 2.774 ACRE TEMPORARY CONSTRUCTION EASEMENT, AND A 0.447 ACRE TEMPORARY ACCESS EASEMENT, ALL LOCATED NORTH OF RIDGEVIEW DRIVE AND WEST OF INDEPENDENCE PARKWAY, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Agreement by and between City of Plano, Texas, and GKN Venture, Ltd., 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:

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 the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE AGREEMENT

THIS AGREEMENT is entered into as of the effective date as hereinafter defined by and between **GKN VENTURE, LTD.**, a Texas Limited Partnership, whether one or more, its successors and assigns ("GKN"), and **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "City").

WHEREAS, GKN desires to give, grant and convey to City and City desires to accept the conveyances from GKN of a 0.874 acre sanitary sewer easement, a 2.774 acre non-exclusive temporary construction easement, and a 0.447 acre non-exclusive temporary access easement (the "Easements") in, over, upon, and across tracts of land as more particularly described in Exhibits "A," "A-1" and "A-2", attached hereto and made a part hereof by reference (the "Easement Properties"); and

WHEREAS, GKN and City have entered into this Agreement to provide for the terms and conditions of the acquisition of the Easements.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, GKN and City have agreed as follows:

1. **Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, GKN has agreed and does hereby agree to give, grant and convey to the City, at no cost to the City, the Easements and City has agreed and does hereby agree to accept the conveyance of the Easements from the GKN. The Easements shall be granted to City subject to existing easements of record.

2. **Consideration**

As consideration for the Easements, City has agreed to pay GKN **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**. This \$25,000.00 payment shall be paid at such time as the Easements are properly executed and delivered to City. In addition, the City shall allow GKN to connect to the sanitary sewer line installed by the City pursuant to this agreement at no charge to GKN for the benefit of GKN's property. Although GKN may be responsible for the amount of applicable impact fees, the City shall not charge or assess GKN any pro-rata fees or charges, reimbursement fees or charges, or related fees or charges for the costs of this sanitary sewer line to be installed by the City.

3. **Authority and Representation**

GKN is the owner of the Easement Properties and is duly authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder, and any person executing this Agreement on behalf of GKN is duly authorized and empowered to do so. GKN represents that there are no outstanding liens against the Easement Properties as of the date

of this Agreement and that no liens will be placed against the Easement Properties prior to the conveyances set forth in this Agreement.

4. Easement Documents

GKN agrees to deliver to City:

(a) A Sanitary Sewer Easement as shown on the attached Exhibit "B", duly executed by GKN and properly acknowledged, granting, conveying and warranting unto the City a good and indefeasible easement interest to the Easement Property; and

(b) A non-exclusive Temporary Construction Easement as shown on the attached Exhibit "C", duly executed by GKN and properly acknowledged, granting, conveying and warranting unto the City a good and indefeasible easement interest to the Temporary Construction Easement Property; and

(c) A non-exclusive Temporary Access Easement as shown on the attached Exhibit "D", duly executed by Seller and properly acknowledged, granting, conveying and warranting unto the Purchaser a good and indefeasible easement interest to the Temporary Access Easement Property.

5. Non-Exclusive Easements

The City acknowledges that the Easements are for an underground sewer line and that the Easements permit and allow, among other things, the locating of other utilities that cross through the Easements with the permission of GKN, access over and across the Easements, and driveways and paving over the Easements. The City further acknowledges and anticipates that GKN may seek to process application(s) to place additional fill for reclamation purposes within the areas of the Easements and will not oppose GKN's applications on the basis that the Easements exist. However, no improvements shall be constructed within the Sanitary Sewer Easement, without the prior written consent of the City.

6. Notice of Commencement of Construction

The City shall notify GKN of the anticipated start of construction or entry at least five (5) days prior to the date that initial construction or entry on the Property will commence.

7. Miscellaneous Provisions

(a) This Agreement (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Easement Properties and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs and assigns.

(c) This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(d) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and must be given by either Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving five (5) days' written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

(f) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) The headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

(h) City represents and warrants unto GKN that City has full power and authority to enter into and consummate this Agreement.

(i) The effective date of this Agreement shall be the last date of signature of any party set forth below.

(j) GKN and City each represent to the other that there have been no brokers or real estate commissions incurred as a result of this transaction.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below their respective signatures.

SELLER:

GKN VENTURE, LTD, a Texas Limited Partnership

BY: NMN Investment, Inc., a Texas Corporation, Its General Partner

Date: _____

By _____
Shula Netzer, President
16950 Dallas Parkway, Suite 120
Dallas, TX 75248

PURCHASER:

CITY OF PLANO, TEXAS, a Home Rule Municipal Corporation

Date: _____

By _____
Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 2005, by **Shula Netzer**, President of **NMN Investment, Inc.**, a Texas Corporation, General Partner of **GKN VENTURE, LTD.**, a Texas Limited Partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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The Easement Property**EXHIBIT "A"****LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT**

BEING 0.874 acre of land mostly comprised of a 15 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the deed records of Collin County, Texas. Said 0.874 acre of land being more particularly described by metes and bounds, as follows:

BEGINNING at a point in the West boundary line of said GKN Venture Tract, being located S 00° 40' 26" E 1208.95 feet, from the Northwest corner of said GKN Venture Tract;

THENCE	N 89° 48' 39" E	74.10 feet, to a point;
THENCE	N 25° 35' 24" E	665.58 feet, to a point;
THENCE	N 41° 04' 42" E	227.03 feet, to a point;
THENCE	N 75° 00' 37" E	382.44 feet, to a point;
THENCE	N 58° 49' 45" E	270.57 feet, to a point;
THENCE	N 87° 08' 49" E	148.56 feet, to a point;
THENCE	N 50° 31' 23" E	117.71 feet, to a point;
THENCE	N 86° 51' 58" E	86.08 feet, to a point;
THENCE	N 61° 03' 00" E	140.40 feet, to a point;
THENCE	N 44° 53' 39" E	58.46 feet, to a point;
THENCE	N 65° 37' 37" E	215.88 feet, to a point;
THENCE	N 70° 56' 37" E	112.83 feet, to a point in the West boundary line of said Lot 77, Block A, Pasquinelli's Westbrook at Ridgeview, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet "O", Page 301 of the plat Records of Collin County, Texas, to a point;
THENCE	S 40° 05' 59" E	13.26 feet, along the West boundary line of said Lot 77, Block A, to a point;
THENCE	S 22° 49' 42" W	3.54 feet, continuing along the West boundary line of said Lot 77, to a point;
THENCE	S 70° 56' 00" W	114.88 feet, to a point;

THENCE S 65° 37' 37" W 212.09 feet, to a point;
THENCE S 44° 53' 39" W 57.85 feet, to a point;
THENCE S 61° 03' 00" W 145.97 feet, to a point;
THENCE S 86° 51' 58" W 84.59 feet, to a point;
THENCE S 50° 31' 23" W 117.75 feet, to a point;
THENCE S 87° 08' 49" W 149.74 feet, to a point;
THENCE S 58° 49' 45" W 268.91 feet, to a point;
THENCE S 75° 00' 37" W 379.99 feet, to a point;
THENCE S 41° 04' 42" W 220.41 feet, to a point;
THENCE S 25° 35' 24" W 679.66 feet, to a point in the North boundary line of Block A, Pasquinelli's Westbrook, Phase III Addition;
THENCE S 89° 50' 31" W 80.42 feet, along the North boundary line of said Block A, to a 1/2" iron rod found, at the Northwest corner of said Block A, and lying in the West boundary line of aforesaid GKN Venture Tract;
THENCE N 00° 40' 26" W 21.00 feet, along the West boundary line of said GKN Venture Tract, to THE PLACE OF BEGINNING, containing 0.874 acre (38,078 square feet) of land.

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EXHIBIT "A-1"
The Temporary Construction Easement Property

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING 2.774 acre of land generally comprised of a 50 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the deed records of Collin County, Texas. Said 2.774 acre of land being more particularly described by metes and bounds, as follows:

BEGINNING at a point in the West boundary line of said GKN Venture Tract, being located S 00° 40' 26" E 1158.95 feet, from the Northwest corner of said GKN Venture Tract;

THENCE	N 89° 48' 39" E	43.15 feet, to a point;
THENCE	N 25° 35' 24" E	641.00 feet, to a point;
THENCE	N 41° 04' 42" E	249.08 feet, to a point;
THENCE	N 75° 00' 37" E	390.58 feet, to a point;
THENCE	N 58° 49' 45" E	276.07 feet, to a point;
THENCE	N 87° 08' 49" E	144.63 feet, to a point;
THENCE	N 50° 31' 23" E	117.57 feet, to a point;
THENCE	N 86° 51' 58" E	91.03 feet, to a point;
THENCE	N 61° 03' 00" E	121.85 feet, to a point;
THENCE	N 44° 53' 39" E	60.51 feet, to a point;
THENCE	N 65° 37' 37" E	200.16 feet, to a point in the North boundary line of said GKN Venture Tract;
THENCE	N 88° 55' 14" E	148.90 feet, along the North boundary line of said GKN Venture Tract, to a point;
THENCE	S 40° 05' 59" E	1.63 feet, along the West boundary line of said Lot 77, Block A, Pasquinelli's Westbrook at Ridgeview, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet "O", Page 301 of the Plat Records of Collin County, Texas;
THENCE	S 70° 56' 37" W	112.83 feet, to a point;
THENCE	S 65° 37' 37" W	215.88 feet, to a point;

THENCE S 44° 53' 39" W 58.46 feet, to a point;
THENCE S 61° 03' 00" W 140.40 feet, to a point;
THENCE S 86° 51' 58" W 86.08 feet, to a point;
THENCE S 50° 31' 23" W 117.71 feet, to a point;
THENCE S 87° 08' 49" W 148.56 feet, to a point;
THENCE S 58° 49' 45" W 270.57 feet, to a point;
THENCE S 75° 00' 37" W 382.44 feet, to a point;
THENCE S 41° 04' 42" W 227.03 feet, to a point;
THENCE S 25° 35' 24" W 665.58 feet, to a point;
THENCE S 89° 48' 39" W 74.10 feet, to a point in the West boundary
line of said GKN Venture Tract;
THENCE N 00° 40' 26" W 50.00 feet, along the West boundary line of
said GKN Venture Tract, to THE PLACE OF BEGINNING, containing 2.774
acre (120,834 square feet) of land.

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EXHIBIT "A-2"
The Temporary Access Easement Property

LEGAL DESCRIPTION
TEMPORARY ACCESS EASEMENT

BEING a 30 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the Deed Records of Collin County, Texas. Said 30 foot wide strip of land being more particularly described by metes and bounds, as follows:

BEGINNING at a point in the South right-of-way line of State Highway No. 121, and the North boundary line of said GKN Venture Tract, and Said Point of Beginning being located N 64° 57' 25" E 18.40 feet, from the Northwest corner of said GKN Venture Tract;

THENCE N 64° 57' 25" E 30.15 feet, along the South right-of-way line of said State Highway No. 121, to a point;

THENCE S 19° 18' 06" E 21.53 feet, to a point;

THENCE S 53° 25' 36" E 632.09 feet, to a point;

THENCE S 75° 00' 37" W 38.30 feet, to a point;

THENCE N 53° 25' 36" W 617.48 feet, to a point;

THENCE N 19° 18' 06" W 27.72 feet, to THE PLACE OF BEGINNING, containing 0.447 acres (19,482 square feet) of land.

EXHIBIT "B"

SANITARY SEWER EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **GKN VENTURE, LTD.**, a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby **GIVE, GRANT and CONVEY** to the Grantee the easement and right to construct, reconstruct and perpetually maintain an underground sanitary sewer line with a maximum of thirteen manholes with covers at grade, including a maximum of three manholes which may have an air vent pipe each extending approximately three feet above grade, (the "Sewer Line"), in, under, along, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" and depicted in the drawing described in Exhibit "B", both of which are attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

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

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Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Sewer Line, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees and shrubs within the Easement Property that were removed as a result of such work.

SIGNED this _____ day of _____, 2005.

**GKN VENTURE, LTD., a Texas limited
partnership**

**BY: NMN Investment, Inc., a Texas corporation,
Its General Partner**

By: _____
Shula Netzer, President
16950 Dallas Parkway, Suite 120
Dallas, TX 75248

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ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by Shula Netzer, President of NMN Investment, Inc., a Texas corporation, General Partner of GKN Venture, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

After Recording Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

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The Easement Property

EXHIBIT "A"

**LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT**

BEING 0.874 acre of land mostly comprised of a 15 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the deed records of Collin County, Texas. Said 0.874 acre of land being more particularly described by metes and bounds, as follows:

BEGINNING at a point in the West boundary line of said GKN Venture Tract, being located S 00° 40' 26" E 1208.95 feet, from the Northwest corner of said GKN Venture Tract;

THENCE N 89° 48' 39" E 74.10 feet, to a point;

THENCE N 25° 35' 24" E 665.58 feet, to a point;

THENCE N 41° 04' 42" E 227.03 feet, to a point;

THENCE N 75° 00' 37" E 382.44 feet, to a point;

THENCE N 58° 49' 45" E 270.57 feet, to a point;

THENCE N 87° 08' 49" E 148.56 feet, to a point;

THENCE N 50° 31' 23" E 117.71 feet, to a point;

THENCE N 86° 51' 58" E 86.08 feet, to a point;

THENCE N 61° 03' 00" E 140.40 feet, to a point;

THENCE N 44° 53' 39" E 58.46 feet, to a point;

THENCE N 65° 37' 37" E 215.88 feet, to a point;

THENCE N 70° 56' 37" E 112.83 feet, to a point in the West boundary line of said Lot 77, Block A, Pasquinelli's Westbrook at Ridgeview, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet "O", Page 301 of the plat Records of Collin County, Texas, to a point;

THENCE S 40° 05' 59" E 13.26 feet, along the West boundary line of said Lot 77, Block A, to a point;

THENCE S 22° 49' 42" W 3.54 feet, continuing along the West boundary line of said Lot 77, to a point;

THENCE S 70° 56' 00" W 114.88 feet, to a point;

THENCE S 65° 37' 37" W 212.09 feet, to a point;

THENCE S 44° 53' 39" W 57.85 feet, to a point;

THENCE S 61° 03' 00" W 145.97 feet, to a point;

THENCE S 86° 51' 58" W 84.59 feet, to a point;

THENCE S 50° 31' 23" W 117.75 feet, to a point;

THENCE S 87° 08' 49" W 149.74 feet, to a point;

THENCE S 58° 49' 45" W 268.91 feet, to a point;

THENCE S 75° 00' 37" W 379.99 feet, to a point;

THENCE S 41° 04' 42" W 220.41 feet, to a point;

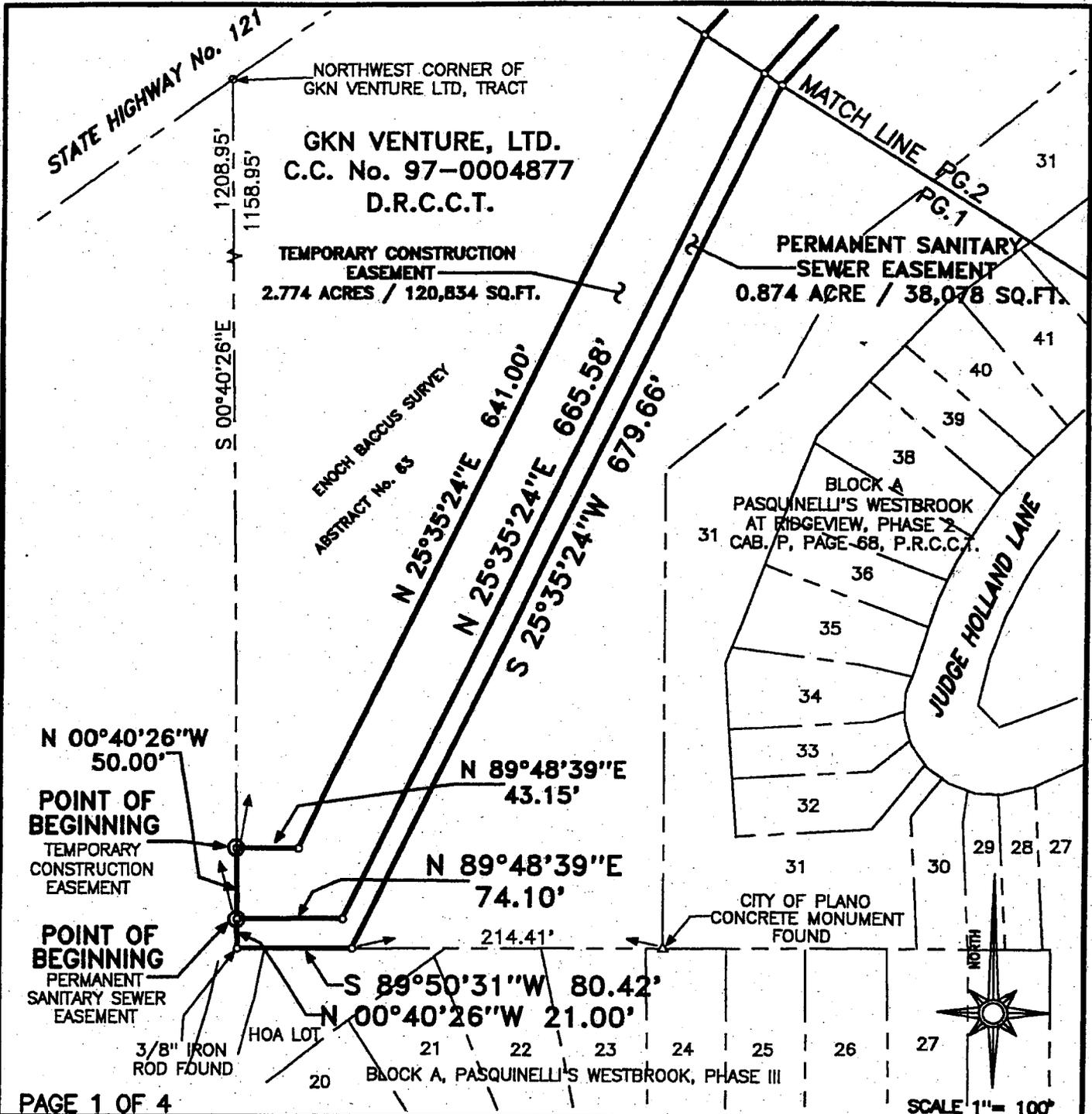
THENCE S 25° 35' 24" W 679.66 feet, to a point in the North boundary line of Block A, Pasquinelli's Westbrook, Phase III Addition;

THENCE S 89° 50' 31" W 80.42 feet, along the North boundary line of said Block A, to a 1/2" iron rod found, at the Northwest corner of said Block A, and lying in the West boundary line of aforesaid GKN Venture Tract;

THENCE N 00° 40' 26" W 21.00 feet, along the West boundary line of said GKN Venture Tract, to THE PLACE OF BEGINNING, containing 0.874 acre (38,078 square feet) of land.

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The Easement Property
PAGE 16



PAGE 1 OF 4

SCALE 1" = 100'

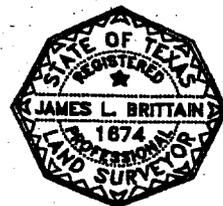


BRITTAIN & CRAWFORD
 LAND SURVEYING &
 TOPOGRAPHIC MAPPING
 (817) 928-0211 - METRO (817) 429-6112
 FAX No. (817) 928-6347
 P.O. BOX 11374 • 3908 SOUTH FREEMAN
 FORT WORTH, TEXAS 76110
 EMAIL: admin@brittain-crawford.com

\\SSPLANO\ESMNT3A\

EXHIBIT "B"
**PERMANENT SANITARY SEWER
 EASEMENT
 TEMPORARY CONSTRUCTION
 EASEMENT**

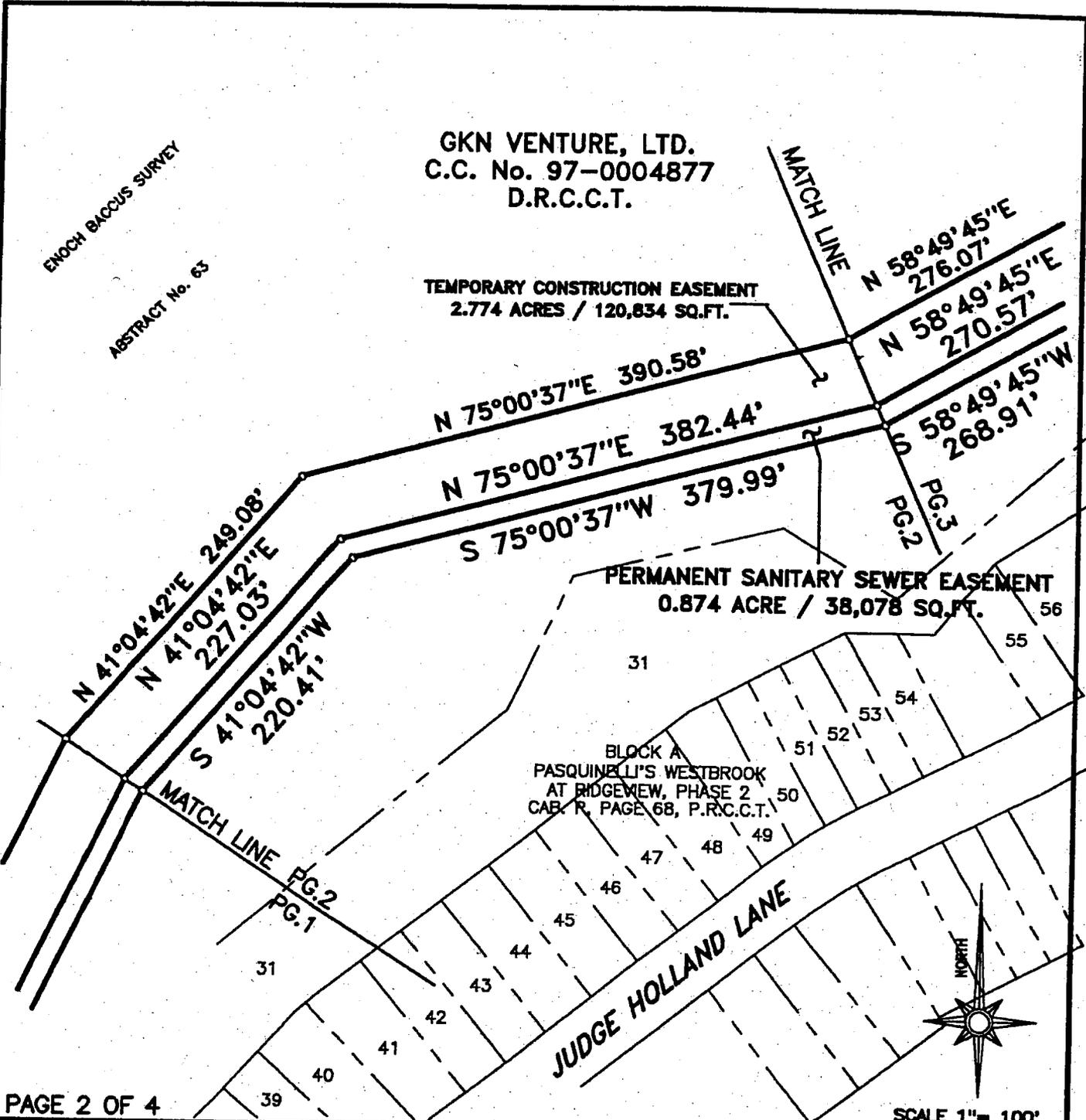
0.874 & 2.774 ACRES OF LAND
 LOCATED IN THE
 ENOCH BACCUS SURVEY
 ABSTRACT No. 63
 PLANO, COLLIN COUNTY, TEXAS



MARCH 26, 2005

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The Easement Property
PAGE 17



PAGE 2 OF 4

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FORT WORTH, TEXAS 76110
EMAIL: edwin@britain-crawford.com

W-20

\\SSPLANO\ESMNTJBE

EXHIBIT "B"
PERMANENT SANITARY SEWER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS

JAMES L. BRITAIN
1874
PROFESSIONAL LAND SURVEYOR

MARCH 26, 2005

The Easement Property
PAGE 18

BLUE STAR LAND, L.P., C.C. No. 94-0093472, D.R.C.C.T.

GKN VENTURE, LTD.
C.C. No. 97-0004877
D.R.C.C.T.

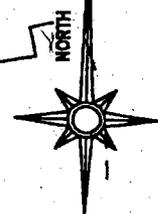
TEMPORARY CONSTRUCTION EASEMENT
2.774 ACRE / 120,834 SQ.FT.

PERMANENT SANITARY SEWER EASEMENT
0.874 ACRE / 38,078 SQ.FT.

BLOCK A
PASQUINELLI'S WESTBROOK
AT RIDGEVIEW, PHASE 1
CAB. O PAGE 301, P.R.C.C.T.

BLOCK A
PASQUINELLI'S WESTBROOK
AT RIDGEVIEW, PHASE 2
CAB. 9, PG. 68, P.R.C.C.T.

JUDGE HOLLAND LANE



SCALE 1" = 100'

PAGE 3 OF 4

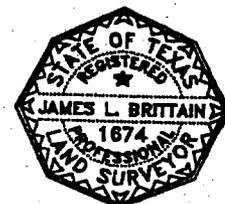
BRITAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 928-0211 - METRO (817) 428-9112
FAX No. (817) 828-8347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@britain-crawford.com

SSPLANO_ESMNT3C

EXHIBIT "B"
**PERMANENT SANITARY SEWER
EASEMENT
TEMPORARY CONSTRUCTION
EASEMENT**

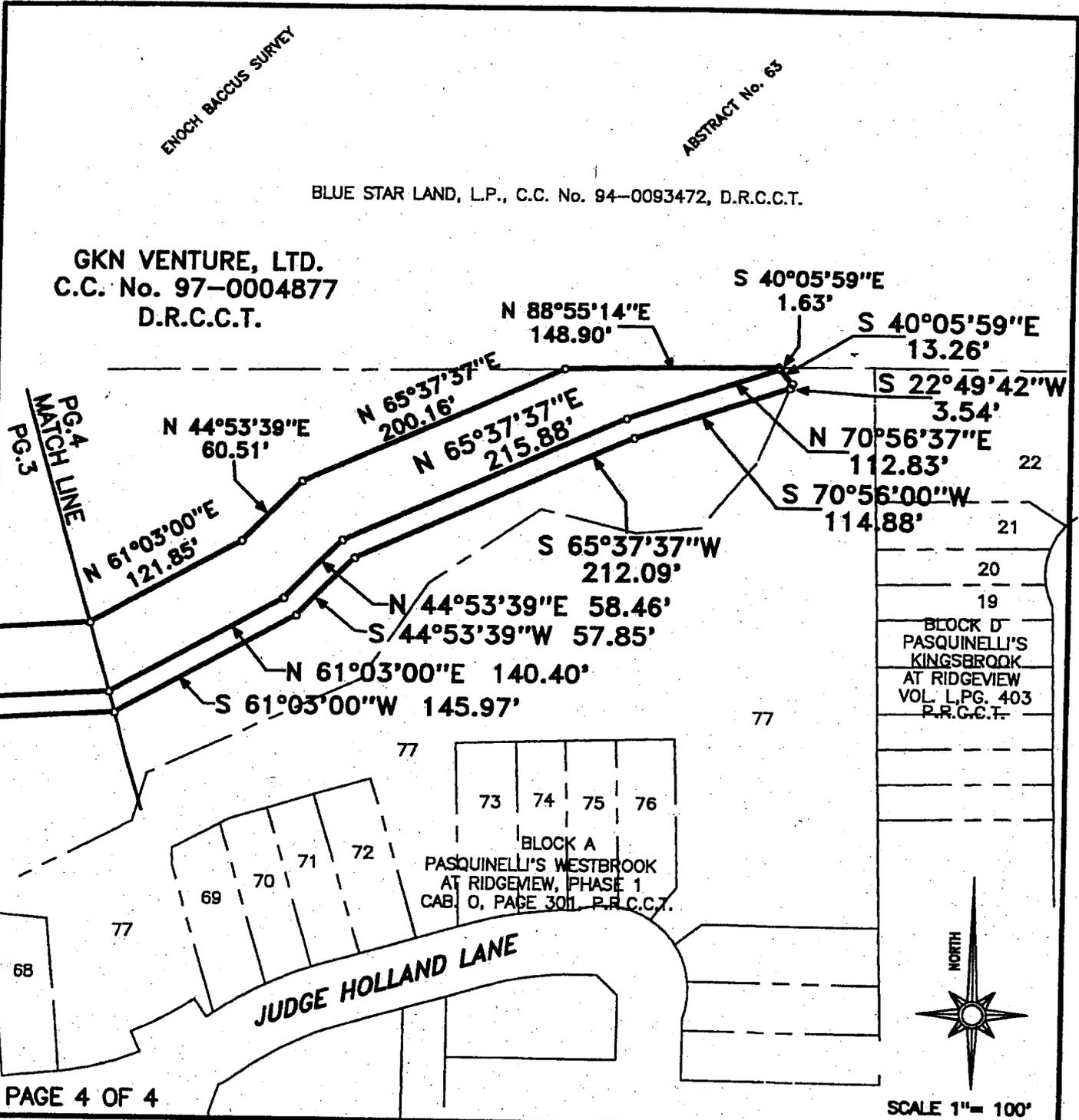
0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS



MARCH 26, 2005

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The Easement Property
PAGE 19



PAGE 4 OF 4

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(817) 928-0211 - METRO (817) 429-5112
FAX No. (817) 928-0347
P.O. BOX 11374 • 3008 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@britain-crawford.com

W-22

\\SSPLANO\ESMNT3D\

EXHIBIT "B"
**PERMANENT SANITARY SEWER
EASEMENT
TEMPORARY CONSTRUCTION
EASEMENT**

0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS

MARCH 26, 2005

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, GKN VENTURE, LTD., a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby GIVE, GRANT and CONVEY to the Grantee, its successors and assigns, a non-exclusive temporary construction easement for the purpose of constructing an underground sanitary sewer line with a maximum of thirteen manholes with covers at grade, including a maximum of three manholes which may have an air vent pipe each extending approximately three feet above grade, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A" and depicted in the drawing described in Exhibit "B" both of which are attached hereto and made a part hereof by reference as if fully set forth herein (called the "Temporary Construction Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Temporary Construction Easement Property, restore the surface of the Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable,

except for trees and shrubs within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire either (i) at such time that the public improvement project described as Ridgeview – State Highway 121 Sewer Line Project No. 5469 is completed and accepted by the City of Plano, Texas; or (ii) July 1, 2006, whichever occurs first.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Temporary Construction Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 2005.

**GKN VENTURE, LTD., a Texas limited
partnership**

**BY: NMN Investment, Inc., a Texas corporation,
Its General Partner**

By: _____
Shula Netzer, President
16950 Dallas Parkway, Suite 120
Dallas, TX 75248

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ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by Shula Netzer, President of NMN Investment, Inc., a Texas corporation, General Partner of GKN Venture, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

After Recording Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

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The Temporary Construction Easement Property

EXHIBIT "A"

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

BEING 2.774 acre of land generally comprised of a 50 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the deed records of Collin County, Texas. Said 2.774 acre of land being more particularly described by metes and bounds, as follows:

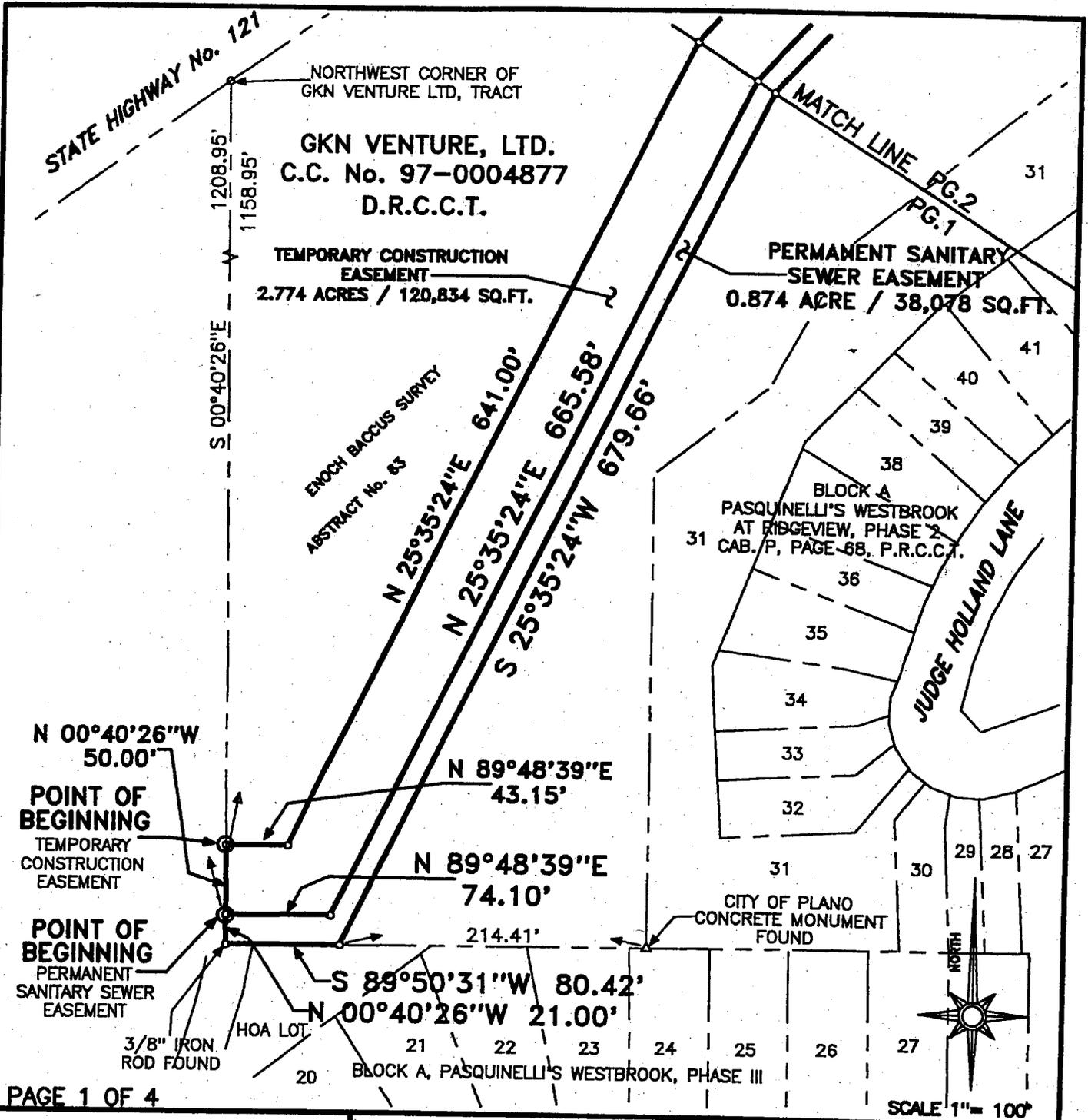
BEGINNING at a point in the West boundary line of said GKN Venture Tract, being located S 00° 40' 26" E 1158.95 feet, from the Northwest corner of said GKN Venture Tract;

THENCE	N 89° 48' 39" E	43.15 feet, to a point;
THENCE	N 25° 35' 24" E	641.00 feet, to a point;
THENCE	N 41° 04' 42" E	249.08 feet, to a point;
THENCE	N 75° 00' 37" E	390.58 feet, to a point;
THENCE	N 58° 49' 45" E	276.07 feet, to a point;
THENCE	N 87° 08' 49" E	144.63 feet, to a point;
THENCE	N 50° 31' 23" E	117.57 feet, to a point;
THENCE	N 86° 51' 58" E	91.03 feet, to a point;
THENCE	N 61° 03' 00" E	121.85 feet, to a point;
THENCE	N 44° 53' 39" E	60.51 feet, to a point;
THENCE	N 65° 37' 37" E	200.16 feet, to a point in the North boundary line of said GKN Venture Tract;
THENCE	N 88° 55' 14" E	148.90 feet, along the North boundary line of said GKN Venture Tract, to a point;
THENCE	S 40° 05' 59" E	1.63 feet, along the West boundary line of said Lot 77, Block A, Pasquinelli's Westbrook at Ridgeview, Phase 1, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet "O", Page 301 of the Plat Records of Collin County, Texas;
THENCE	S 70° 56' 37" W	112.83 feet, to a point;
THENCE	S 65° 37' 37" W	215.88 feet, to a point;

THENCE S 44° 53' 39" W 58.46 feet, to a point;
 THENCE S 61° 03' 00" W 140.40 feet, to a point;
 THENCE S 86° 51' 58" W 86.08 feet, to a point;
 THENCE S 50° 31' 23" W 117.71 feet, to a point;
 THENCE S 87° 08' 49" W 148.56 feet, to a point;
 THENCE S 58° 49' 45" W 270.57 feet, to a point;
 THENCE S 75° 00' 37" W 382.44 feet, to a point;
 THENCE S 41° 04' 42" W 227.03 feet, to a point;
 THENCE S 25° 35' 24" W 665.58 feet, to a point;
 THENCE S 89° 48' 39" W 74.10 feet, to a point in the West boundary
 line of said GKN Venture Tract;
 THENCE N 00° 40' 26" W 50.00 feet, along the West boundary line of
 said GKN Venture Tract, to THE PLACE OF BEGINNING, containing 2.774
 acre (120,834 square feet) of land.

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The Temporary Construction Easement Property
PAGE 25



BRITAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 928-0211 - METRO (817) 429-8112
FAX No. (817) 928-9347
P.O. BOX 11374 • 3908 SOUTH FREEMAN
FORT WORTH, TEXAS 76110
EMAIL: admin@britain-crawford.com

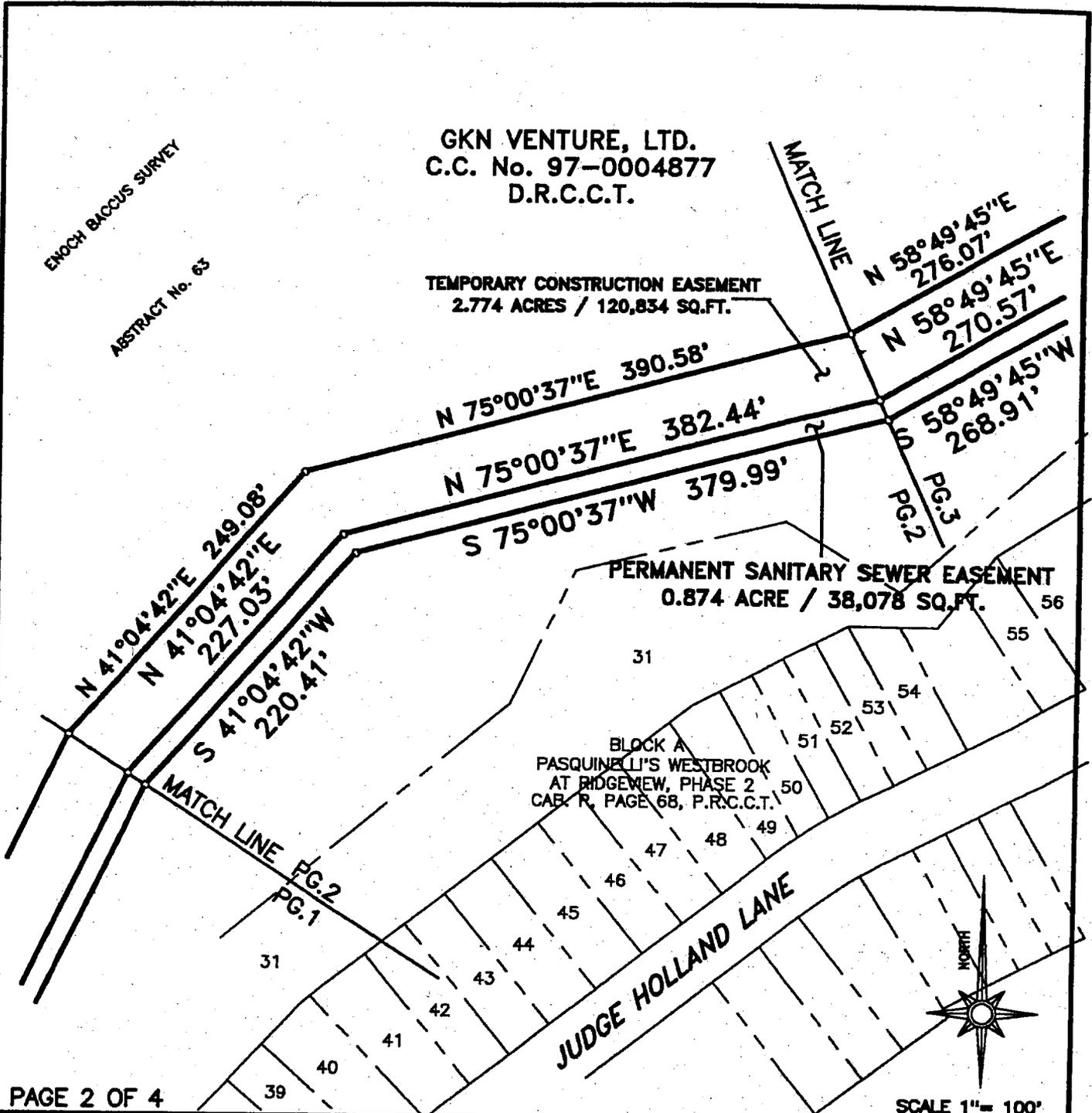
W-28

\\SSPLANO\ESMNT3A\

EXHIBIT "B"
PERMANENT SANITARY SEWER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS

MARCH 26, 2005

The Temporary Construction Easement Property
PAGE 26



PAGE 2 OF 4

SCALE 1" = 100'



BRITTAIN & CRAWFORD

LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 926-0211 - METRO (817) 429-0112
FAX No. (817) 826-8347
P.O. BOX 11374 • 3808 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

\\SSPLANO\ESMNT3B\

EXHIBIT "B"
**PERMANENT SANITARY SEWER
EASEMENT
TEMPORARY CONSTRUCTION
EASEMENT**

0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS



MARCH 26, 2005

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The Temporary Construction Easement Property
PAGE 27

BLUE STAR LAND, L.P., C.C. No. 94-0093472, D.R.C.C.T.

GKN VENTURE, LTD.
C.C. No. 97-0004877
D.R.C.C.T.

TEMPORARY CONSTRUCTION EASEMENT
2.774 ACRE / 120,834 SQ.FT.

PERMANENT SANITARY SEWER EASEMENT
0.874 ACRE / 38,078 SQ.FT.

BLOCK A
PASQUINELLI'S WESTBROOK
AT RIDGEVIEW, PHASE 1
CAB. O. PAGE 301, P.R.C.C.T.

BLOCK A
PASQUINELLI'S WESTBROOK
AT RIDGEVIEW, PHASE 2
CAB. 9, PG. 68, P.R.C.C.T.

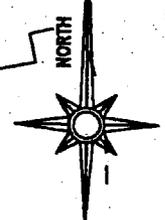
JUDGE HOLLAND LANE

ENOCH BACCUS SURVEY
ABSTRACT No. 63

PG. 4
MATCH LINE
PG. 3

MATCH LINE

PG. 2
PG. 3



SCALE 1" = 100'

PAGE 3 OF 4

BRITAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
(817) 928-0211 - METRO (817) 469-6112
FAX No. (817) 928-8347
P.O. BOX 11374 • 3908 SOUTH FREEMAN
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

W-30

SSPLANO_ESMNT3C

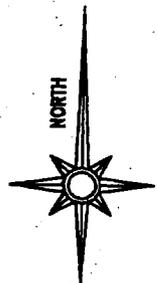
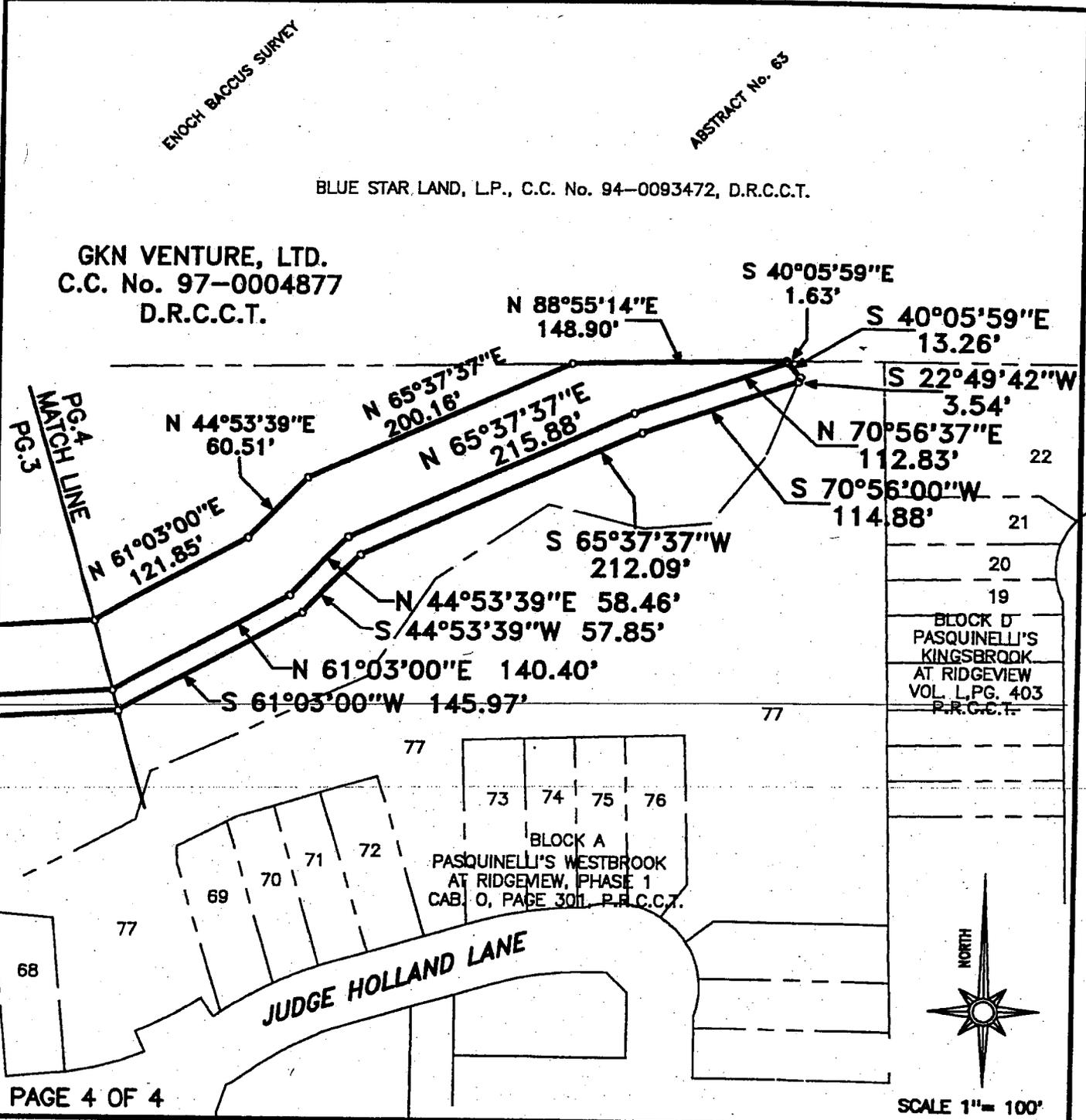
EXHIBIT "B"
**PERMANENT SANITARY SEWER
EASEMENT
TEMPORARY CONSTRUCTION
EASEMENT**

0.874 & 2.774 ACRES OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS



MARCH 26, 2005

The Temporary Construction Easement Property
PAGE 28



SCALE 1" = 100'

PAGE 4 OF 4

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 LAND SURVEYING &
 TOPOGRAPHIC MAPPING
 (817) 928-0211 - METRO (817) 428-8112
 FAX No. (817) 928-8347
 P.O. BOX 11874 • 3806 SOUTH FREEMWAY
 FORT WORTH, TEXAS 76110
 EMAIL: admin@brittain-crawford.com

EXHIBIT "B"
**PERMANENT SANITARY SEWER
 EASEMENT
 TEMPORARY CONSTRUCTION
 EASEMENT**
 0.874 & 2.774 ACRES OF LAND
 LOCATED IN THE
 ENOCH BACCUS SURVEY
 ABSTRACT No. 63
 PLANO, COLLIN COUNTY, TEXAS



MARCH 26, 2005

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EXHIBIT "D"

TEMPORARY ACCESS EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **GKN VENTURE, LTD.**, a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby **GIVE, GRANT and CONVEY** to the Grantee, its successors and assigns, a non-exclusive temporary access easement for ingress and egress across certain real property located in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A" and depicted in the drawing attached hereto in Exhibit "B" both of which are attached hereto by reference as if fully set forth herein (called the "Temporary Access Easement Property").

TO HAVE AND TO HOLD the Temporary Access Easement Property unto Grantee, its successors and assigns, together with the right and privilege of ingress and egress across the Temporary Access Easement Property. Grantee, its successors and assigns shall have the right to remove any obstructions, and to construct, reconstruct and maintain improvements on the Temporary Access Easement Property that are necessary to maintain such access.

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Temporary Access Easement Property, restore the surface of the Temporary Access Easement Property as close to the condition in which it was found before

W-32

such work was undertaken as is reasonably practicable, except for trees and shrubs within the Temporary Access Easement Property that were removed as a result of such work.

This Easement may be assigned in whole or in part.

This Temporary Access Easement will expire either (i) at such time that the public improvement project described as Ridgeview – State Highway 121 Sewer Line Project No. 5469 is completed and accepted by the City of Plano, Texas; or (ii) July 1, 2006, whichever occurs first.

SIGNED this _____ day of _____, 2005.

GKN VENTURE, LTD., a Texas limited partnership

**BY: NMN Investment, Inc., a Texas corporation,
Its General Partner**

By: _____
Shula Netzer, President
16950 Dallas Parkway, Suite 120
Dallas, TX 75248

W-33

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by Shula Netzer, President of NMN Investment, Inc., a Texas corporation, General Partner of GKN Venture, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

After Recording Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

W-34

The Temporary Access Easement Property**EXHIBIT "A"****LEGAL DESCRIPTION
TEMPORARY ACCESS EASEMENT**

BEING a 30 foot wide strip of land located in the ENOCH BACCUS SURVEY, Abstract No. 63, Plano, Collin County, Texas, and being a portion of the Tract of land conveyed to GKN Venture, Ltd. by the deed recorded in County Clerk's File No. 97-0004877 of the Deed Records of Collin County, Texas. Said 30 foot wide strip of land being more particularly described by metes and bounds, as follows:

BEGINNING at a point in the South right-of-way line of State Highway No. 121, and the North boundary line of said GKN Venture Tract, and Said Point of Beginning being located N 64° 57' 25" E 18.40 feet, from the Northwest corner of said GKN Venture Tract;

THENCE N 64° 57' 25" E 30.15 feet, along the South right-of-way line of said State Highway No. 121, to a point;

THENCE S 19° 18' 06" E 21.53 feet, to a point;

THENCE S 53° 25' 36" E 632.09 feet, to a point;

THENCE S 75° 00' 37" W 38.30 feet, to a point;

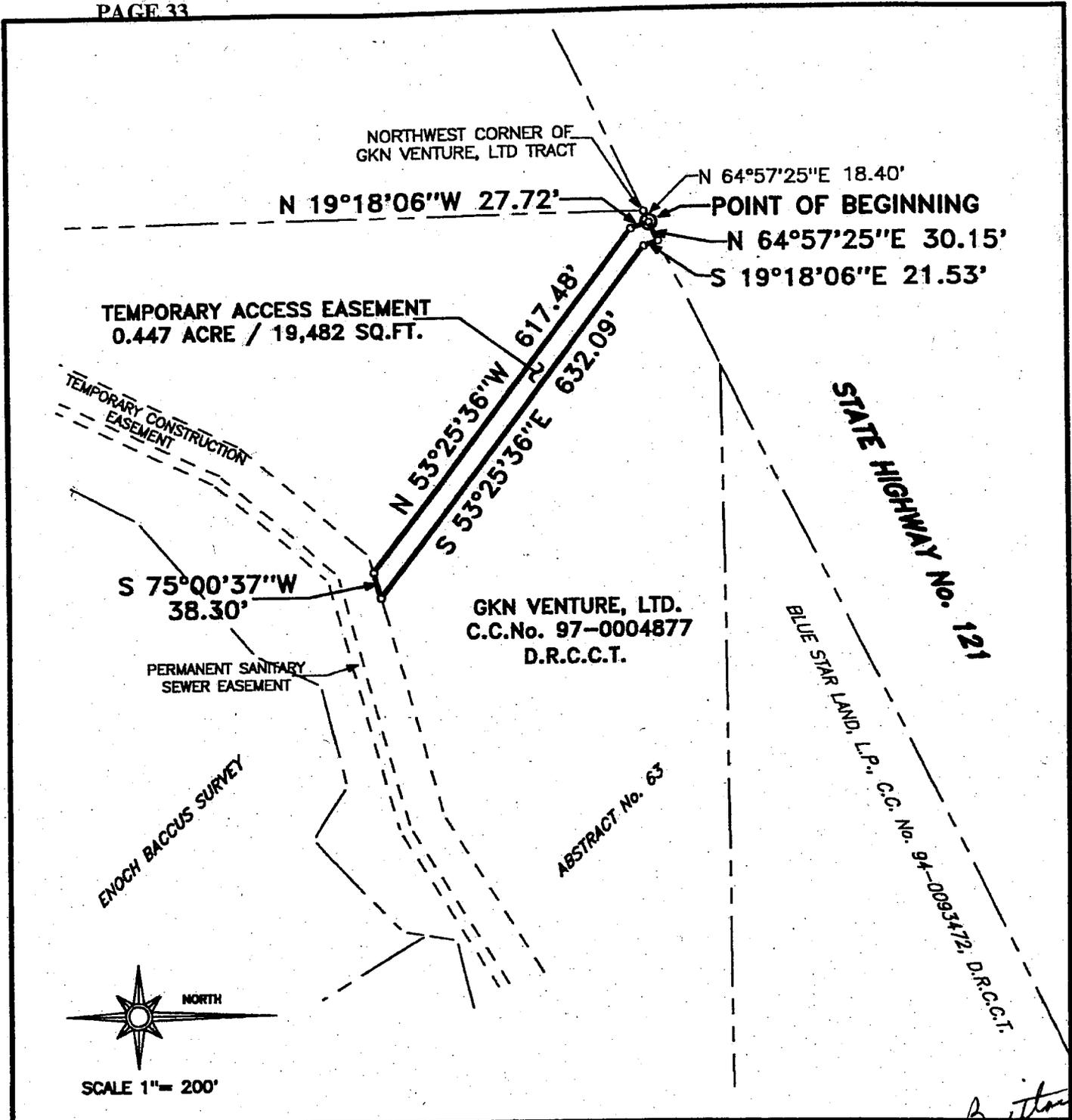
THENCE N 53° 25' 36" W 617.48 feet, to a point;

THENCE N 19° 18' 06" W 27.72 feet, to THE PLACE OF BEGINNING, containing 0.447 acres (19,482 square feet) of land.

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ACCESS ESM NO. 1A

The Temporary Access Easement Property
PAGE 33



BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING

(817) 928-0211 - METRO (817) 429-8112
FAX No. (817) 828-2347
P.O. BOX 11374 - 3908 SOUTH FREEMAN
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

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EXHIBIT "B"
TEMPORARY ACCESS EASEMENT
0.447 ACRE OF LAND
LOCATED IN THE
ENOCH BACCUS SURVEY
ABSTRACT No. 63
PLANO, COLLIN COUNTY, TEXAS

SSPLANO\ACCESS1A\

James L. Brittain

JUNE 8, 2005



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell		Executive Director	<i>[Signature]</i> 6.22.05	
Dept Signature:	<i>[Signature: Don Wendell]</i>		City Manager	<i>[Signature]</i> 6/22/05	
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the establishment of a Chapter 380 grant pursuant to the terms and conditions of a park development and maintenance agreement for Bishop Road by and between EDS Information Services L.L.C. and the City of Plano; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-1,000,000	0	-1,000,000
BALANCE	0	0	0	0

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Authorization was given for funds to be available from existing funds and reimbursed by the sale of 2005 Bond Authority. This grant will allow the City of Plano to remit \$1,000,000 to EDS Information Services for the development of property and construction of improvements along Bishop Road between Legacy Drive and Headquarters Drive.

SUMMARY OF ITEM

Chapter 380 of the Texas Local Government Code permits governing bodies of municipalities to establish grants of public money and provide services that promote local economic development and stimulate business and commerce activity in the municipality.

EDS Information Services proposes to develop 6.16 acres of land located in Plano along Bishop Road between Legacy Drive and Headquarters Drive. Development of the property will include landscaping, irrigation systems, lighting, sidewalks, benches, fountains, bronze artwork sculptures, and tree grates.

The developer agrees to convey to the City fee simple title to the property and all of the improvements. Transfer of ownership of the sculptures will be by bill of sale subject to the condition that the City agrees not to remove or relocate the sculptures without the Developer's approval.

The developer will maintain the improvements and the City will maintain the sculptures.



CITY OF PLANO COUNCIL AGENDA ITEM

The City of Plano will review and approve plans for the improvements prior to commencement of work by the developer. The City will also inspect the work as it is being constructed.

The City will pay the developer a grant in an amount not to exceed one million (\$1,000,000) dollars for development of the property and construction of the improvements. No portion of the grant will be used for the construction of Bishop Road. Payment of the grant will be made in progress payments as the work is completed and inspected by the City.

The property and improvements have been previously named by the developer Baccus Plaza.

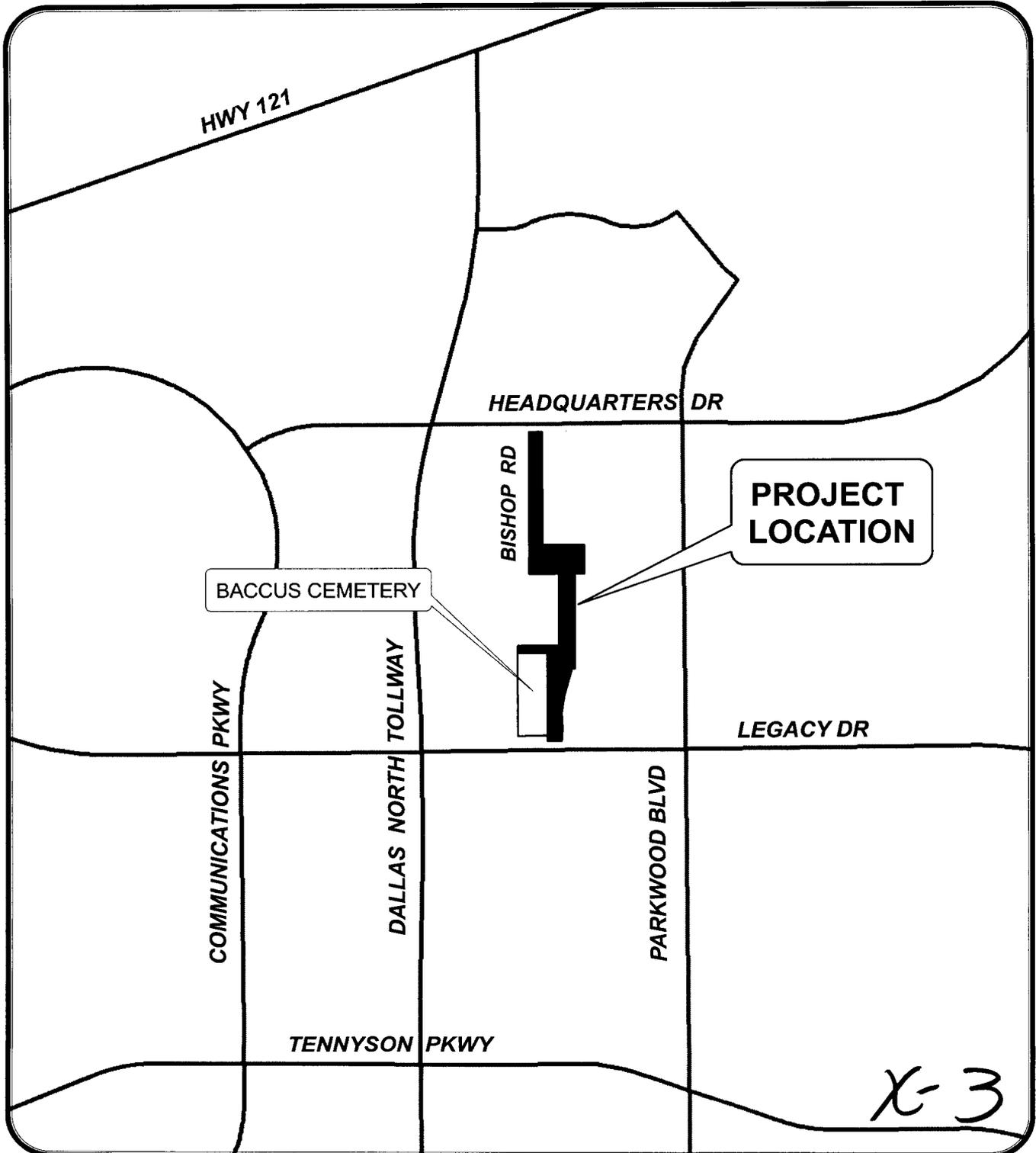
The purpose of the improvements will be to promote local economic development and stimulate business and commerce activity along and east of the Dallas North Tollway and north of Legacy Drive.

List of Supporting Documents:
Maintenance Agreement
Location Map

Other Departments, Boards, Commissions or Agencies

X-2

LOCATION MAP



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE ESTABLISHMENT OF A CHAPTER 380 GRANT PURSUANT TO THE TERMS AND CONDITIONS OF A PARK DEVELOPMENT AND MAINTENANCE AGREEMENT FOR BISHOP ROAD BY AND BETWEEN EDS INFORMATION SERVICES L.L.C. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Local Government Code permits the governing body of a municipality to establish programs for making grants of public money to promote local economic development and to stimulate business and commercial activity in the city; and

WHEREAS, the City of Plano and EDS Information Services, L.L.C. propose to enter into a Park Development and Maintenance Agreement a substantial copy of which is attached hereto as Exhibit "A" (hereinafter the "Agreement"), for dedication to the City of approximately 6.16 acres of land on Bishop Road along with sculptures, landscape and improvements that will enhance economic development; and

WHEREAS, the City agrees to establish a Chapter 380 grant in an amount not to exceed One Million Dollars (\$1,000,000) to make these improvements possible; and

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

X-5

PARK DEVELOPMENT AND MAINTENANCE AGREEMENT

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

THIS PARK DEVELOPMENT AND MAINTENANCE AGREEMENT (hereinafter this "Agreement"), is entered into this _____ day of _____, 2005, by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "City"), and **EDS INFORMATION SERVICES L.L.C.**, a Delaware limited liability company (hereinafter referred to as "Developer"), both acting through their duly authorized officers or employees.

WITNESSTH:

WHEREAS, the Developer intends to develop approximately 6.16 acres of land located in the City of Plano, Collin County, Texas, as more particularly described and shown in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and incorporated herein by reference (hereinafter called "**Property**"); and

WHEREAS, development of the Property will include but not be limited to landscaping, irrigation systems, lighting, sidewalks, benches, fountains, twenty-two (22) pieces of bronze artwork (the "**Sculptures**") and tree grates (collectively sometimes hereinafter the "**Improvements**") as shown in the plans and specifications delivered to the City Engineer and which will be maintained in the office of the City Engineer (hereinafter the "**Plans and Specifications**"); and

WHEREAS, the City finds that such Improvements to the Property will promote local economic development and stimulate business and commercial activity along and east of the Dallas North Tollway and north of Legacy Drive; and

WHEREAS, Chapter 380 of the Texas Local Government Code permits governing bodies of municipalities to establish grants of public money and provide services that promote local economic development and stimulate business and commerce activity in the municipality.

NOW, THEREFORE, for and in consideration of the covenants, obligations and undertakings to be performed by each of the parties to this Agreement, the said parties do hereby agree as follows:

1. Developer shall construct or install or cause to be constructed or installed the Improvements on the Property as shown in the Plans and Specifications.

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2. Prior to construction or installation of the Improvements, Developer shall submit five (5) copies to the City's Planning Department and five (5) copies to the City's Engineering Department of the complete Plans and Specifications for the Improvements, which Plans and Specifications have been prepared by a landscape architect or a practicing professional in the field. The Plans and Specifications shall be drawn to a known scale, including dimensions and distances, and shall clearly indicate the location, type, size and description of all Improvements. The Plans and Specifications shall clearly indicate the configuration, location, type, and total number of heads and controllers to be used in the irrigation system for all landscaped areas. In addition the Plans and Specifications shall indicate the location, type, description and serial number (if any) of each piece of the Sculptures located on the Property. All Improvements shall comply with all applicable ordinances and regulations of the City.

3. Upon submission of the Plans and Specifications, the City shall reasonably determine if the Improvements proposed are of such quality as to improve and enhance the Property and its surrounding areas. To this end, the City shall have the right to require such revisions to the original Plans and Specifications as are reasonably necessary to achieve the standards set forth above. The City will either provide written approval or submit a request for changes within fifteen (15) days after the receipt of the Plans and Specifications. In the event the City requests changes and if the changes are reasonable in nature, then Developer will cause the Plans and Specifications to be revised and will resubmit the revisions in the same manner as set forth under Paragraph 2 above.

4. Any installation of Improvements within medians or rights-of-way on or adjacent to the Property shall be subject to and be in full compliance with the terms and conditions of the Amended and Restated Median and Right-of-Way Maintenance Agreement ("Amended Median Agreement") by and between the parties dated August 12, 2003. The Amended Median Agreement shall take precedence over any conflict between the two agreements.

5. The Developer shall furnish or cause to be furnished, at its expense (subject to reimbursement by the City up to the Development Contribution), all labor, material, equipment, accessories and services necessary to construct or install all Improvements in accordance with the approved Plans and Specifications.

6. The City shall periodically inspect the construction or installation of the Improvements, and Developer will construct the Improvements based upon the same standards as the City uses when installing similar improvements throughout the City of Plano.

7. Upon completion of all Improvements, including installation of all of the Sculptures on the Property, the Developer agrees to convey by deed or dedication and the City agrees to accept fee simple title to the Property and all Improvements. Transfer of ownership of the Sculptures shall be by bill of sale. Notwithstanding the foregoing, Developer will convey the Sculptures to the City subject to the condition that the City agrees not to remove or relocate the Sculptures from the Property without the Developer's consent.

8. The City shall pay to the Developer a grant in an amount not to exceed One Million (\$1,000,000.00) Dollars ("Development Contribution") for the development of the Property and construction of the Improvements. No portion of the grant shall be used for the construction of Bishop Road. Developer shall deliver the City invoices for costs incurred on work completed and the City will remit payment to Developer within 30 days of the date of the invoice. Ten percent (10%) of the Development Contribution shall be retained until final completion of all Improvements. Upon completion of the Improvements, Developer will deliver to the City lien waivers by the contractor and its subcontractors and final request for payment and the City will remit to Developer the remaining Ten percent (10%) of the Development Contribution within 30 days after the delivery of the lien waivers.

9. The Developer, its representatives, successors or assigns, at its sole expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Improvements, exclusive of the Sculptures, in accordance with the Plans and Specifications, and all plant material installed under this Agreement in a healthy, vigorous growing condition, replacing any plant materials when and as it becomes damaged, unsightly or dead, for a period of twenty (20) years (the "Term") after completion and acceptance by the City, and any agreed renewal and extension of the Term. Notwithstanding any of the above, Developer shall be responsible for repairing any damage to the Improvements pursuant to the Amended Median Agreement, exclusive of the Sculptures, unless such damage was caused by contractors, vendors or utility companies employed by the City. Developer shall at its sole expense provide water for the purpose of irrigation. The Developer shall also be responsible for the installation of all lighting, except for the street lights which will be installed and maintained by TXU Utilities in accordance with its agreement with the City. The City shall be responsible for the maintenance and repair of all of the Sculptures on the Property during the Term and any agreed renewal and extension of the Term. In the event the City fails to maintain and repair the Sculptures on the Property, Developer or its assigns shall have the right to assume such maintenance or repairs. During the Term all Improvements shall be and remain the property of the City. The City will be responsible for self-insuring or providing any insurance coverage for the Sculptures for damage and destruction and theft.

10. During the Term, City shall periodically inspect the Improvements to determine that the Improvements are being properly maintained by Developer. If, upon such inspection, City finds that Developer is not reasonably maintaining the Improvements in accordance with its obligations hereunder, City shall so notify Developer in writing, specifying the deficiencies. If Developer does not remedy such deficiencies within thirty (30) days following receipt of such written notice and provided such deficiencies can reasonably be corrected in such thirty (30) day period, City shall have the option of performing the necessary maintenance work itself and billing Developer for all reasonable, direct costs incurred whether by independent contract or by force account. In the event that such deficiencies cannot be reasonably corrected in such thirty (30) day period, but Developer has commenced to cure such deficiencies and is diligently pursuing, Developer will not be deemed to be in breach of this paragraph and City will not commence to perform any such work. Developer shall remit all payments to City under this Section within thirty

(30) days of receipt of a statement and requested back-up information as Developer may require from the City.

11. Unless the City notifies Developer or Developer notifies the City to the contrary, at the end of the initial Term, (a) the maintenance period for the Improvements and (b) the condition that the Sculptures remain on the Property and City's obligation to maintain and insure the Sculptures shall automatically renew for an additional twenty (20) year period, upon the same terms and conditions as set forth herein.

12. Developer, at its own expense, agrees to provide and keep in full force during the term of this Agreement, (a) commercial general liability insurance, including blanket contractual liability coverage, with limits of not less than \$3,000,000.00 combined single limit for personal injury and property damage; (b) comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles, with limits of not less than \$1,000,000.00 combined single limit for personal injury and property damage; and (c) statutory worker's compensation and employer's liability coverage, or qualified self-insurance, with sufficient evidence of such self-insurance as reasonably requested by City. All such insurance policies shall provide that the insurance policy shall not be cancelled by the insured unless and until at least thirty (30) days written notice of such cancellation is delivered to the City. Upon receipt of written request from City, Developer shall furnish the City with certificates of all insurance required by this paragraph. Such certificates must be delivered to the City before Developer commences any work on the Improvements.

13. Developer, its representatives or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to any of the above, or damage to personal property belonging to any of the above, and based upon in any manner the maintenance of the Improvements by Developer will be instituted by Developer, its representatives or assigns against the City, its agents or employees during the maintenance period or any extension thereof, unless due to the negligence, act or omission of the City, its agents or employees.

14. Developer shall defend, indemnify and hold harmless the City and its agents and employees from the intentional misconduct or negligence of the Developer in and against all damages, claims, fees and expenses arising out of, or resulting from, the construction, installation or maintenance of the Improvements provided for in this Agreement, excluding any consequential, indirect or punitive damages. The City shall, to the extent allowed by law and without waiving any rights, defenses or immunities provided under the Texas Tort Claims Act, defend, indemnify and hold harmless Developer and its agents and employees from the intentional misconduct or negligence of the City in and against all damages, claims, fees and expenses arising out of, or resulting from, the City being on and around the Property to inspect the Improvements or maintain the Sculptures, excluding any consequential, indirect or punitive damages.

15. Notwithstanding anything contained herein to the contrary, subsequent to the date that Developer conveys or dedicates the Improvements to City, City shall be responsible for all maintenance, repairs and replacements of all water mains, sanitary sewer mains, storm

sewer mains, and appurtenances thereto on or around the Property, at City's sole cost and expense.

16. This Agreement and all requirements hereunder may be modified or amended only by written instrument executed by Developer and the City, their representatives or assigns.

17. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and Collin County, Texas, shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.

18. The portions of the Property not included within the Bishop Road right-of-way shall be known as Bacchus Plaza.

19. Developer and City agree that the preceding conditions and covenants will run with the land described as the Property and comprising approximately 6.16 acres of land described in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto. Said conditions and covenants are binding upon Developer and its assigns. City agrees that Legacy Association, a Texas non-profit corporation, may perform certain of the obligations of Developer under this agreement throughout the Term and any agreed renewal and extension term. Notwithstanding anything contained herein to the contrary, the parties agree that, until Developer's obligations to maintain the Improvements terminate pursuant to Paragraphs 9 and 11 above, this Agreement is not intended to in any way supersede those certain "Master Declaration of Covenants, Conditions and Restrictions (Legacy Town center)", dated February 16, 1999 ("Master Declarations") with respect to the Property, and recorded in Volume 4355 at Page 0619 of the land records of Collin County, Texas, as such Master Declarations may be supplemented or amended.

[Remainder of the Page is Blank]

X-10

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

**EDS INFORMATION SERVICES L.L.C., a
Delaware limited liability company**

BY: _____
Frank Boyer
Chief Supply Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

X-11

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2005, by Frank Boyer, Chief Supply Officer for **EDS INFORMATION SERVICES L.L.C.**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
John D. Gilliam
First Assistant City Attorney
1520 Avenue K
Plano, Texas 75086

X-12

**LEGAL DESCRIPTION
BISHOP ROAD LANDSCAPE AREA
4.99 ACRES**

BEING a tract of land out of the SAMUEL H. BROWN SURVEY, Abstract No. 108, the HENRY COOK SURVEY, Abstract No. 183 and the MARIA C. VELA SURVEY, Abstract No. 935, in the City of Plano, Collin County, Texas, being part of the 77.65 acre tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a point for the intersection of the south right-of-way line of Headquarters Drive (variable width ROW) with the northwest corner of a corner clip in the west right-of-way line of Parkwood Boulevard (variable width ROW);

THENCE with the south right-of-way line of Headquarters Drive, the following courses and distances to wit:

North 89°55'31" West, a distance of 185.00 feet to a point for corner;
North 88°12'25" West, a distance of 150.00 feet to a point for corner;
North 89°55'31" West, a distance of 497.76 feet to the **POINT OF BEGINNING**;

THENCE leaving the south right-of-way line of Headquarters Drive, the following courses and distances to wit:

South 45°02'15" West, a distance of 21.20 feet to a point for corner;
South 00°00'00" East, a distance of 81.05 feet to a point for corner;
South 15°51'48" West, a distance of 51.22 feet to a point for corner;
SOUTH, a distance of 618.83 feet to a point for corner;
EAST, a distance of 268.58 feet to a point for corner;
SOUTH, a distance of 200.00 feet to a point for corner;
WEST, a distance of 60.00 feet to a point for corner;
SOUTH, a distance of 674.57 feet to a point for corner;
WEST, a distance of 17.53 feet to a point for corner;
South 16°35'08" West, a distance of 168.54 feet to a point for the beginning of a tangent curve to the left with a radius of 556.00 feet, a central angle of 16°35'08", and a chord bearing and distances of South 08°17'34" West, 160.39 feet;
Southwesterly, with said curve, an arc distance of 160.95 feet to a point for corner;
SOUTH, a distance of 145.99 feet to a point for corner;
South 45°02'41" East, a distance of 21.20 feet to a point in the north right-of-way line of Legacy Drive (variable Width ROW);

THENCE with said north right-of-way line, South 89°54'38" West, a distance of 103.00 feet to a point for corner;

THENCE leaving the north right-of-way line of Legacy Drive, the following courses and distances to wit:

NORTH, a distance of 161.13 feet to a for the beginning of a tangent curve to the right with a radius of 644.00 feet, a central angle of 16°35'08", and a chord bearing and distances of North 08°17'34" East, 185.77 feet;
Northeasterly, with said curve, an arc distance of 186.42 feet to a point for corner;

North 16°35'08" East, a distance of 143.54 feet to a point for corner;
 NORTH, a distance of 673.41 feet to a point for corner;
 WEST, a distance of 159.58 feet to a point for corner;
 NORTH, a distance of 818.83 feet to a point for corner;
 North 15°51'48" West, a distance of 51.22 feet to a point for corner;
 NORTH, a distance of 71.17 feet to a point for corner;
 North 44°57'46" West, a distance of 21.23 feet to a point for corner;
 North 89°55'31" West, a distance of 135.00 feet to a point for corner;
 North 85°20'47" West, a distance of 99.67 feet to a point in the south right-of-way
 line of said Headquarters Drive;

THENCE with said south right-of-way line, the following courses and distances to wit:
 North 88°21'23" East, a distance of 68.14 feet to a point for corner;
 South 89°55'31" East, a distance of 284.23 feet to the **POINT OF BEGINNING**
 and containing 5.37 acres of land **SAVE AND EXCEPT** the following described
 tract of land.

**SAVE AND EXCEPT
 LOT 1 BLOCK B LANDSCAPE AREA
 0.38 ACRE**

BEING a tract of land out of the SAMUEL H. BROWN SURVEY, Abstract No. 108, and
 the HENRY COOK SURVEY, Abstract No. 183, in the City of Plano, Collin County,
 Texas, being part of the 77.65 acre tract of land described in deed to EDS Information
 Services, L.L.C.; recorded in Volume 4853, Page 2203 of the Land Records of Collin
 County, Texas and being more particularly described as follows:

COMMENCING at a point for he intersection of the south right-of-way line of
 Headquarters Drive (variable width ROW) with the northwest corner of a corner clip in
 the west right-of-way line of Parkwood Boulevard (variable width ROW);

THENCE with the south right-of-way line of Headquarters Drive, the following courses
 and distances to wit:

North 89°55'31" West, a distance of 185.00 feet to a point for corner;
 North 88°12'25" West, a distance of 150.00 feet to a point for corner;
 North 89°55'31" West, a distance of 497.76 feet to a point for corner;

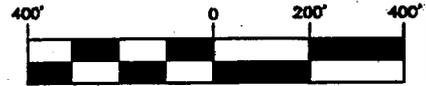
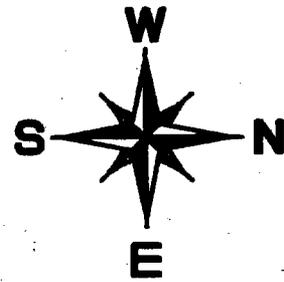
THENCE leaving the south right-of-way line of Headquarters Drive, the following courses
 and distances to wit:

South 45°02'15" West, a distance of 21.20 feet to a point for corner;
 South 00°00'00" East, a distance of 81.05 feet to a point for corner;
 South 15°51'48" West, a distance of 51.22 feet to a point for corner;
 SOUTH, a distance of 678.83 feet to **POINT OF BEGINNING**;

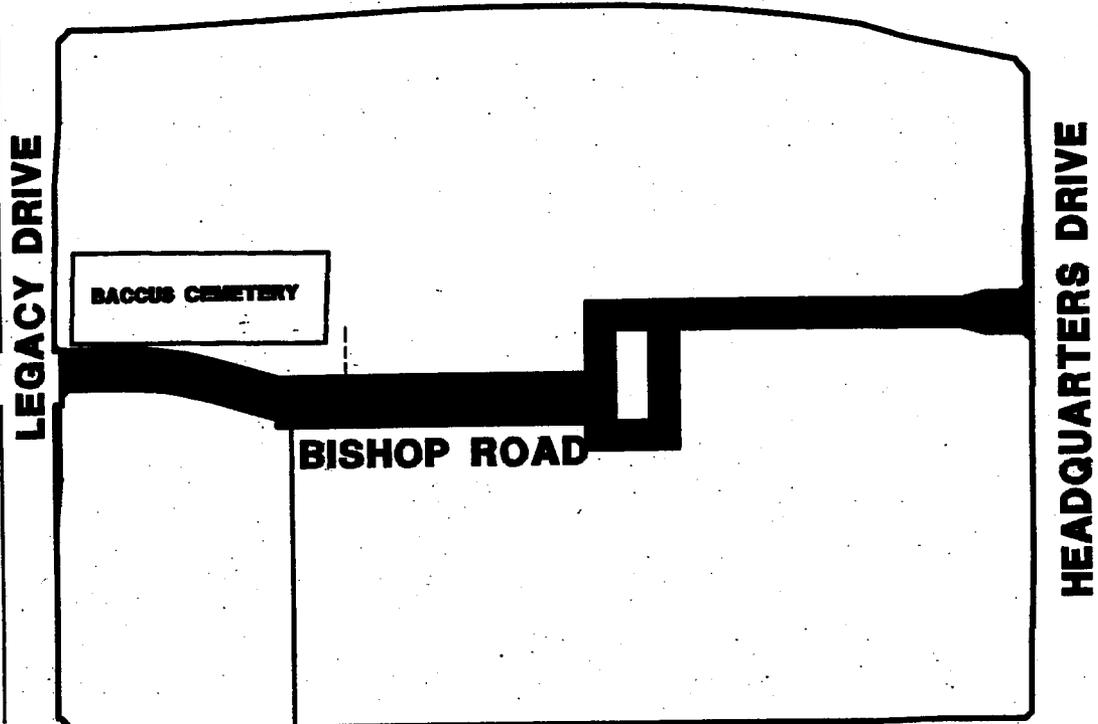
THENCE the following courses and distances to wit:

EAST, a distance of 208.58 feet to a point for corner;
 SOUTH, a distance of 80.00 feet to a point for corner;
 WEST, a distance of 208.58 feet to a point for corner;
 NORTH, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing
 0.38 acre of land leaving a net area of 4.99 acres of land.

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DALLAS NORTH TOLLWAY



PARKWOOD BLVD.

**EXHIBIT DRAWING
 BISHOP ROAD LANDSCAPE AREA
 TOWN CENTER NORTH
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

X-15



**LEGAL DESCRIPTION
BACCUS CEMETERY LANDSCAPE AREA
0.79 ACRE**

COMMENCING at a 5/8" iron rod set for the southeast corner of a corner clip in the north right-of-way line of Legacy Drive (121' ROW at this point) at the northeast corner of said Legacy Drive and the Dallas North Tollway;

THENCE with said north right-of-way line, the following courses and distances to wit:

North 89°54'55" East, a distance of 166.22 feet to a 5/8" iron rod set for corner;
South 86°11'27" East, a distance of 150.19 feet to a 5/8" iron rod set for corner;
North 89°54'55" East, a distance of 96.83 feet to a 5/8" iron rod set for corner;
South 88°10'57" East, a distance of 184.35 feet to a 5/8" iron rod set for corner;
North 89°54'36" East, a distance of 79.46 feet to a 5/8" iron rod set for corner;

THENCE leaving the north right-of-way line of Legacy Drive, and with the west right-of-way line of future Bishop Road, the following courses and distances to wit:

North 44°57'18" East, a distance of 21.23 feet to a 5/8" iron rod set for corner;
EAST, a distance of 32.82 feet to the **POINT OF BEGINNING**;

THENCE leaving said future right-of-way line, the following courses and distances to wit:

WEST, a distance of 5.75 feet to a point for corner;
SOUTH, a distance of 21.71 feet to a point for corner;
South 45°03'44" West, a distance of 8.52 feet to a point for corner;
North 89°52'31" West, a distance of 31.80 feet to a point for corner;
North 00°05'24" West, a distance of 19.07 feet to a point for corner in the south line of the Baccus Cemetery'

THENCE with said south line, South 88°23'32" East, a distance of 28.45 feet to the southeast corner of said Cemetery;

THENCE with the east line of said Cemetery, North 00°33'43" East, a distance of 563.80 feet to the southeast corner of said Cemetery;

THENCE with the north line of said Cemetery, North 87°24'51" West, a distance of 200.73 feet to the northwest corner of said Cemetery;

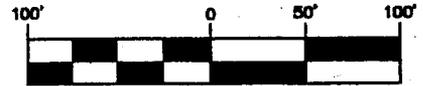
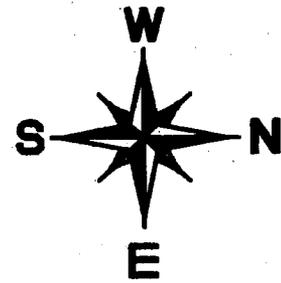
THENCE the following courses and distances to wit:

North 00°38'20" East, a distance of 35.10 feet to a point for corner;
EAST, a distance of 277.54 feet to a point in the future west right-of-way line of Bishop Road:

THENCE with said future west right-of-way line, the following courses and distances to wit:

SOUTH, a distance of 148.84 feet to a point for corner;
South 16°35'08" West, a distance of 143.54 feet to a point for the beginning of a tangent curve to the left with a radius of 644.00 feet, a central angle of 16°35'08", and a chord bearing and distances of South 08°17'34" West, 185.77 feet;
Southwesterly, with said curve, an arc distance of 186.42 feet to a point for corner;
SOUTH, a distance of 128.31 feet to the **POINT OF BEGINNING** and containing 0.79 acre of land.

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LEGACY DRIVE

BACCUS CEMETERY

x x x x x x x x

FUTURE BISHOP ROAD

**EXHIBIT DRAWING
BACCUS CEMETERY LANDSCAPE AREA
TOWN CENTER NORTH
CITY OF PLANO, COLLIN COUNTY, TEXAS**

X-17



**LEGAL DESCRIPTION
LOT 1 BLOCK B LANDSCAPE AREA
0.38 ACRE**

BEING a tract of land out of the SAMUEL H. BROWN SURVEY, Abstract No. 108, and the HENRY COOK SURVEY, Abstract No. 183, in the City of Plano, Collin County, Texas, being part of the 77.65 acre tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a point for he intersection of the south right-of-way line of Headquarters Drive (variable width ROW) with the northwest corner of a corner clip in the west right-of-way line of Parkwood Boulevard (variable width ROW);

THENCE with the south right-of-way line of Headquarters Drive, the following courses and distances to wit:

- North 89°55'31" West, a distance of 185.00 feet to a point for corner;
- North 88°12'25" West, a distance of 150.00 feet to a point for corner;
- North 89°55'31" West, a distance of 497.76 feet to a point for corner;

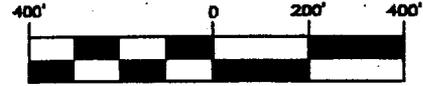
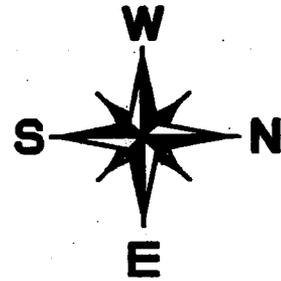
THENCE leaving the south right-of-way line of Headquarters Drive, the following courses and distances to wit:

- South 45°02'15" West, a distance of 21.20 feet to a point for corner;
- South 00°00'00" East, a distance of 81.05 feet to a point for corner;
- South 15°51'48" West, a distance of 51.22 feet to a point for corner;
- SOUTH, a distance of 678.83 feet to POINT OF BEGINNING;

THENCE the following courses and distances to wit:

- EAST, a distance of 208.58 feet to a point for corner;
- SOUTH, a distance of 80.00 feet to a point for corner;
- WEST, a distance of 208.58 feet to a point for corner;
- NORTH, a distance of 80.00 feet to the POINT OF BEGINNING and containing 0.38 acre of land

X-18



DALLAS NORTH TOLLWAY

LEGACY DRIVE

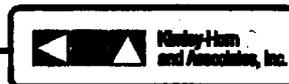
BACCUS CEMETERY

BISHOP ROAD

HEADQUARTERS DRIVE

PARKWOOD BLVD.

**EXHIBIT DRAWING
LOT 1 BLOCK B LANDSCAPE AREA
TOWN CENTER NORTH
CITY OF PLANO, COLLIN COUNTY, TEXAS**



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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan J. Upchurch	Executive Director	<i>[Signature]</i>	6/20/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 4862-1
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 24' FIRE LANE, ACCESS AND UTILITY EASEMENT RECORDED IN VOLUME 5779 AT PAGE 3165 OF THE COLLIN COUNTY LAND RECORDS AND BEING SITUATED IN THE MARY ANN TAYLOR SURVEY, ABSTRACT NUMBER 897 AND LOCATED WEST OF DALLAS NORTH TOLLWAY AND APPROXIMATELY 2550 FEET SOUTH OF PARK BOULEVARD IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, SEWELL VILLAGE CADILLAC COMPANY INC., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This fire lane, access and utility easements is no longer required since a new 24' fire lane, access and utility easements has been dedicated as a replacement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		n/a		

y-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 24' FIRE LANE, ACCESS AND UTILITY EASEMENT RECORDED IN VOLUME 5779 AT PAGE 3165 OF THE COLLIN COUNTY LAND RECORDS AND BEING SITUATED IN THE MARY ANN TAYLOR SURVEY, ABSTRACT NUMBER 897 AND LOCATED WEST OF DALLAS NORTH TOLLWAY AND APPROXIMATELY 2550 FEET SOUTH OF PARK BOULEVARD IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, SEWELL VILLAGE CADILLAC COMPANY INC., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain 24' fire lane, access and utility easement recorded in Volume 5779, Page 3165 of the Land Records of Collin County, Texas (hereinafter called "Easement") and being situated in the Mary Ann Taylor Survey, Abstract Number 897, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has advised that an alternate 24' fire lane, access and utility easement has been provided and that there will be no detrimental effect on the City if said Easement is abandoned and quitclaimed to the abutting property owner and said Easement should be abandoned.

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

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

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise,

g-2

if any, which are presently located within the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in the Easement.

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

y-3

the sole responsibility of Grantor and Grantor shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE NO PARKING". The City's Police Department and/or Fire Marshal are authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use.

The Grantor does covenant and agree that the Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the Grantee herein, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across the Easement Property.

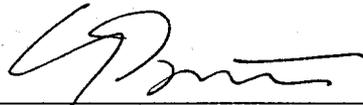
TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter said Easement Property, or any part thereof, for the purpose of constructing, reconstructing and maintaining said Facilities, and all incidental improvements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

The Grantor, its successors and assigns may remove from the Easement Property, such fences, buildings and other obstructions as may now be found upon the Easement Property.

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

TOLLWAY 5 PARTNERS, A TEXAS LIMITED PARTNERSHIP

BY: REI MANAGEMENT COMPANY, ITS GENERAL PARTNER

By: 

Claudio A. Ponte
President
26901 West Agoura, Suite 250
Calabasas Hills, CA 91301

ACKNOWLEDGMENT

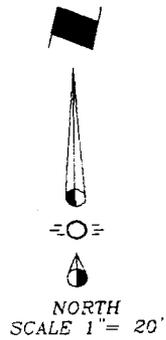
STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by **CLAUDIO A. PONTE, PRESIDENT** of **REI MANAGEMENT COMPANY**, a _____ corporation, General Partner of **TOLLWAY 5 PARTNERS**, a Texas limited partnership for and on behalf of said limited partnership.

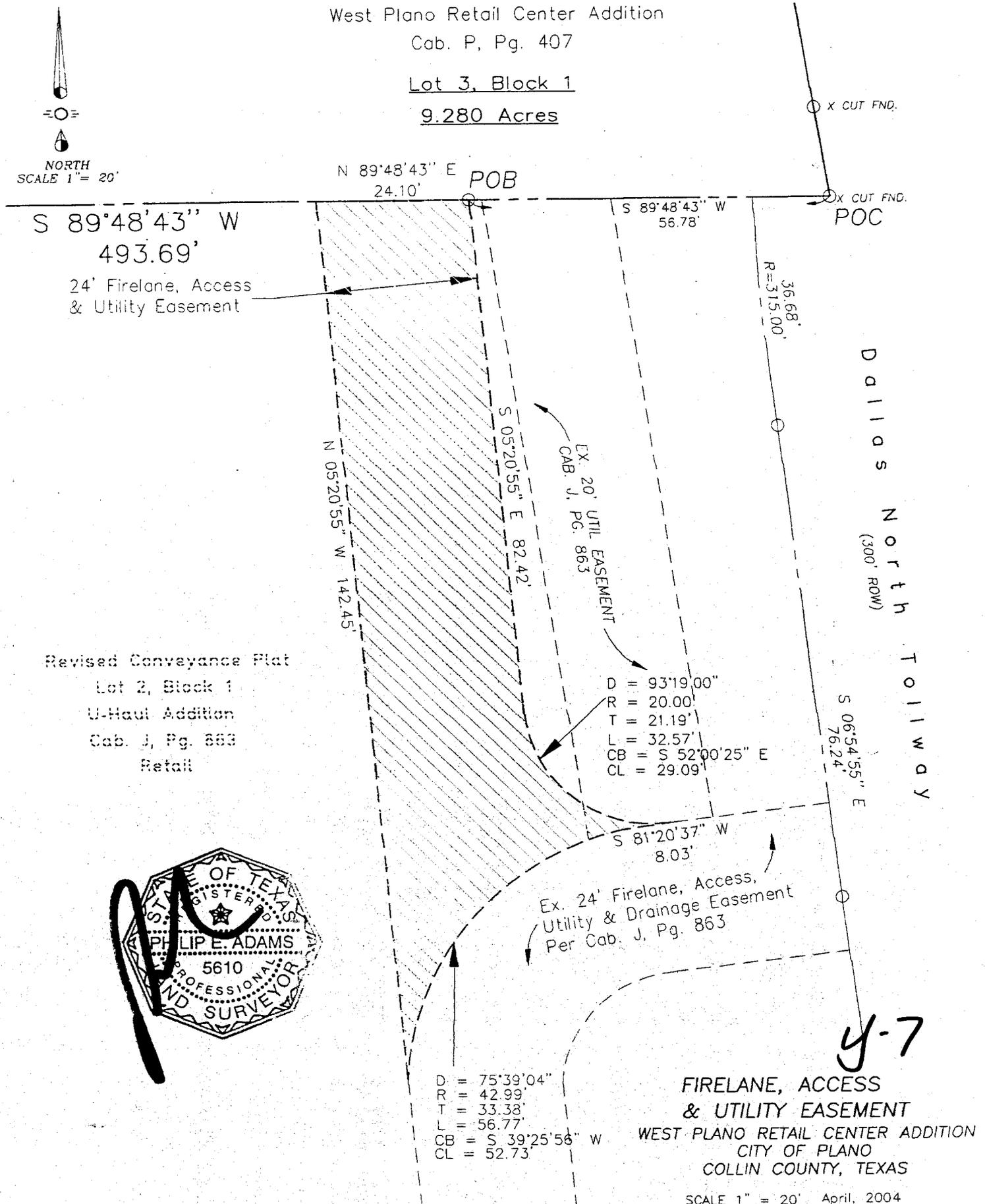
Notary Public, State of Texas

After Recording Return to:
Charles M. Davis, P.E.
Engineering Department
P. O. Box 860358
Plano, TX 75086-0358

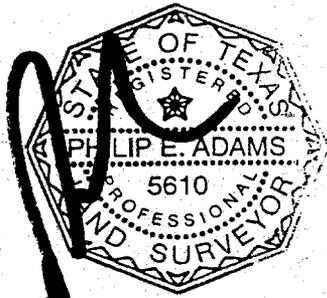
y-6



West Plano Retail Center Addition
 Cab. P, Pg. 407
Lot 3, Block 1
9.280 Acres



Revised Conveyance Plat
 Lot 2, Block 1
 U-Haul Addition
 Cab. J, Pg. 863
 Retail



**FIRELANE, ACCESS
 & UTILITY EASEMENT**
 WEST PLANO RETAIL CENTER ADDITION
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a tract or parcel of land situated in the Mary Ann Taylor Survey, Abstract No. 897, in the City of Plano, Collin County, Texas and being part of Lot 2, Block 1, of the U-Haul Addition, an addition to the City of Plano, as recorded in Cabinet J, Page 863, P.R.C.C.T. and being more particularly described as follows:

COMMENCING at an 'x' cut found in the west right-of-way line of Dallas North Tollway (300-foot right-of-way), and being the common east corner of said U-Haul Addition and Lot 3, Block 1, West Plano Retail Center Addition, as recorded in Cabinet P, Page 407, P.R.C.C.T.;

THENCE along south line of said West Plano Retail Center Addition, South 89°48'43" West, a distance of 56.78 feet to the POINT OF BEGINNING;

BEGINNING at a point for corner departing said south line of West Plano Retail Center Addition, South 05°20'55" East, a distance of 82.42 feet to a point for corner and also the beginning of a tangent curve to the left;

THENCE Southeasterly, the following courses and distances to wit:

Southeasterly with said curve to the left, having a central angle of 93°19'00", a radius of 20.00 feet, for an arc length of 32.57 feet, and a chord bearing and distance of South 52°00'25" East, 29.09 feet to a point for corner;

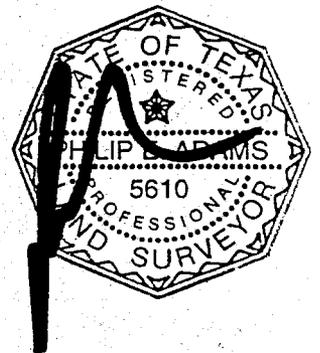
THENCE South 81°20'37" West, a distance of 8.03 feet to a point for corner and also the beginning of a tangent curve to the left;

THENCE Southwesterly, the following courses and distances to wit:

Southwesterly with said curve to the left, having a central angle of 75°39'04", a radius of 42.99 feet, for an arc length of 56.77 feet, and a chord bearing and distance of South 39°25'56" West, 52.73 feet to a point for corner;

THENCE North 05°20'55" West, a distance of 142.45 feet to a point for corner;

THENCE North 89°48'43" East, a distance of 24.10 feet to the POINT OF BEGINNING and containing 0.0679 acres of land, more or less.



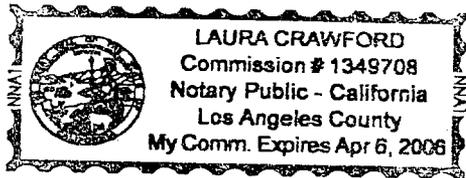
y-8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 8/20/04, before me, Laura Crawford, Notary,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Claudio A. Ponte,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laura Crawford
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

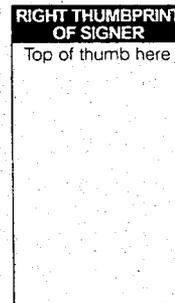
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



9-9

EXHIBIT "B"
PETITION FOR ABANDONMENT
WEST PLANO RETAIL CENTER ADDITION, LOT 3R, BLOCK 1
SEWELL SAAB – PROJECT 4862-1

We, the undersigned, (called "Owners"), being all of the owners of real property abutting on that portion of **24' FIRELANE, ACCESS AND UTILITY EASEMENT** (called "Right-of-Way" or "Easement"), more particularly described in the field note description attached as Petition Exhibit "A", do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way/Easement.

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

EASEMENT NO LONGER NEEDED BECAUSE ADDITIONAL 24' FIRELANE, ACCESS AND UTILITY EASEMENT WAS DEDICATED PREVIOUSLY.

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

PUBLIC ACCESS ACROSS LOT LINE

3. The Owners hereby release and hold harmless the City from and against any and all claims or causes of action for damages or injury that each may have by reason of the abandonment and closing of the Right-of-Way/Easement.

4. The Owners represent that no other property owner uses the Right-of-Way/Easement for access to their property. The owners hereby indemnify and hold harmless the City from and against any and all claims or causes of action for damage or injury that any other property owner may have against the City by reason of the abandonment and closing of the Right-of-Way/Easement.

5. ~~Unless the provisions of Paragraph 6 apply, the Owners agree to pay to the City the fair market value of the Right-of-Way/Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the costs of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the City Council of the City not abandon the Right-of-Way/Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.~~

6. ~~The provisions of Paragraph 5 shall not apply if the owners have dedicated other right-of-way to replace that which is to be abandoned, in order to construct a new street which shall take the place of the right of way/easement (called "Replacement Right-of-Way"). If the Owners have or will provide Replacement Right-of-Way attached as Petition Exhibit "B" a drawing showing the Replacement Right-of-Way in relation to the Right of Way/Easement.~~

EXHIBIT "B"

- 7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way/Easement is abandoned, the City will quitclaim a portion of the Right-of-Way/Easement in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way/Easement owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:
SEWELL VILLAGE CADILLAC COMPANY INC., A TEXAS CORPORATION
- 8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way/Easement along with the designation of the abutting ownership.
- 9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way or Easement to be quitclaimed to each property owner.

SEWELL VILLAGE CADILLAC COMPANY INC., A TEXAS CORPORATION

BARRY PRYOR, PRESIDENT

Typed Name of Owner

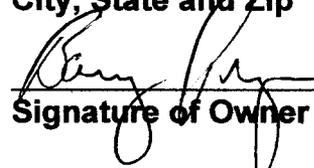
3860 W. NORTHWEST HIGHWAY, SUITE 102

Address

DALLAS, TEXAS 75220

City, State and Zip

Dated: 3-22-05



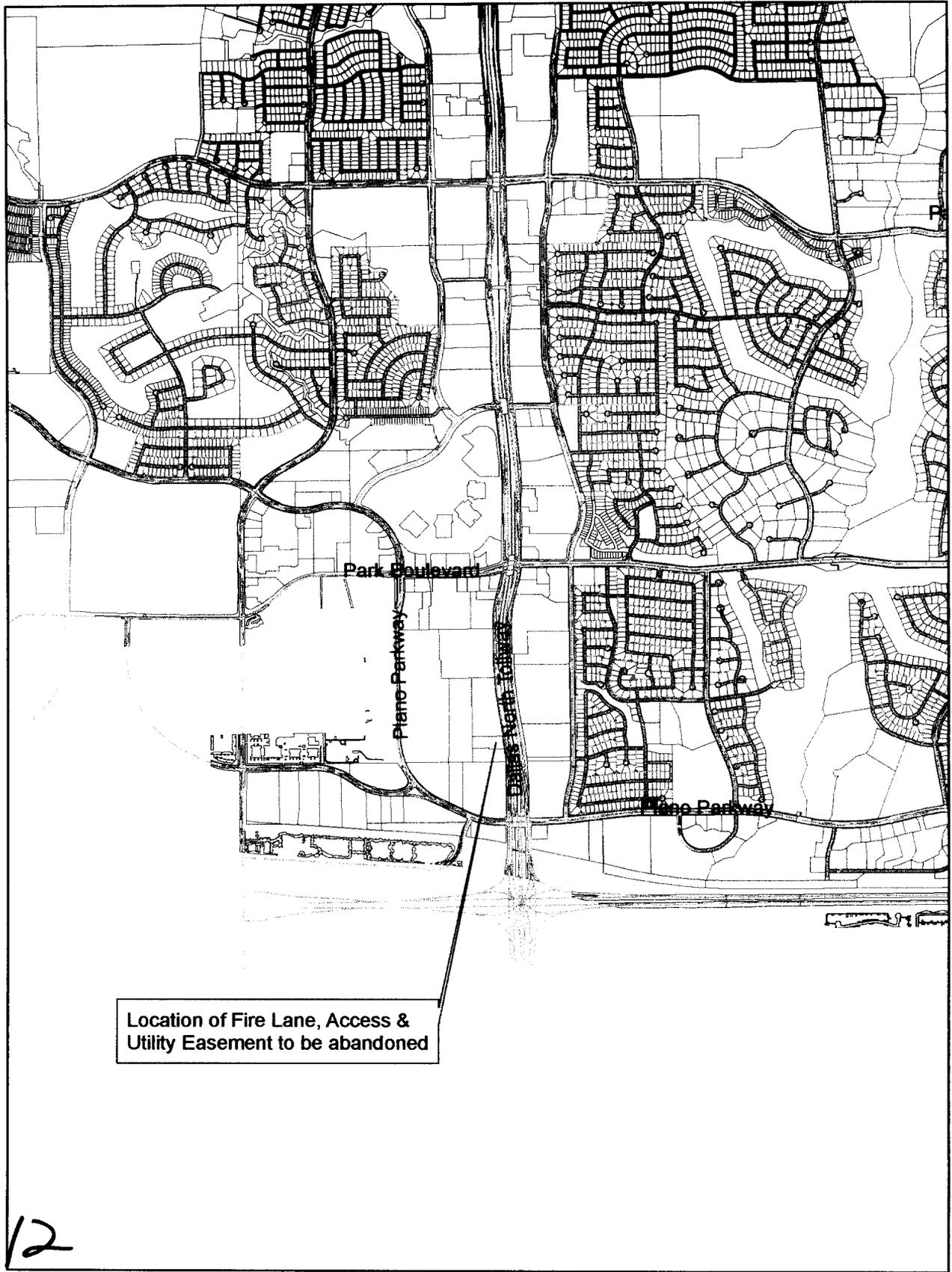
Signature of Owner

Contact Person for Property Owners:

Name: KEVIN S. WIER, SPIARS ENGINEERING, INC.

Phone No: 972-422-0077x103

y-11



Location of Fire Lane, Access & Utility Easement to be abandoned

y-12

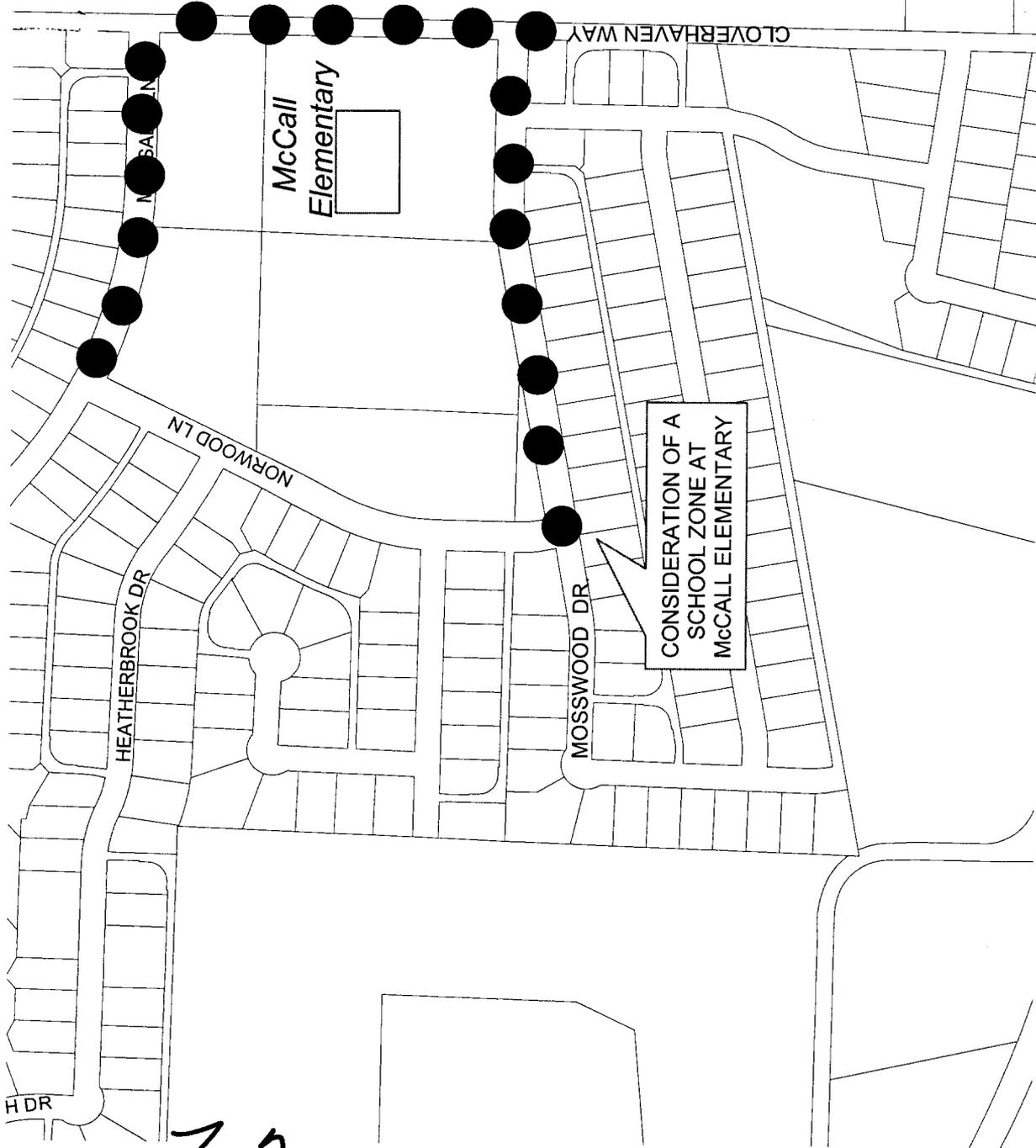
LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	6/20/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #):		I. Pegues 7198 <i>[Signature]</i>		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV, SPEED, SECTION 12-73(b) OF THE CITY OF PLANO CODE OF ORDINANCES, TO ESTABLISH SCHOOL ZONES ON CLOVERHAVEN WAY, MARSALIS LANE, AND MOSSWOOD DRIVE DURING THE TIME PERIODS OF 7:15 A.M. THROUGH 8:15 A.M., AND 2:30 P.M. THROUGH 3:15 P.M. ON SCHOOL DAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Construction of McCall Elementary School on Cloverhaven Way between Mosswood Drive and Marsalis Lane will be completed and the school opened for the 2005-06 school year. In conjunction with the school opening, school zones are recommended on portions of Cloverhaven Way, Mosswood Drive and Marsalis Lane. The Transportation Engineering Division recommends approval of the attached ordinance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

Z-1



Z-2

**CONSIDERATION OF A
SCHOOL ZONE AT
McCALL ELEMENTARY**



Transportation Division

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV, SPEED, SECTION 12-73(b) OF THE CITY OF PLANO CODE OF ORDINANCES, TO ESTABLISH SCHOOL ZONES ON CLOVERHAVEN WAY, MARSALIS LANE, AND MOSSWOOD DRIVE DURING THE TIME PERIODS OF 7:15 A.M. THROUGH 8:15 A.M., AND 2:30 P.M. THROUGH 3:15 P.M. ON SCHOOL DAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants Home-Rule municipalities the authority to alter by ordinance *prima facie* maximum speed limits on streets and highways located in the municipality's corporate limits based on the results of an engineering and traffic investigation; and

WHEREAS, a Traffic Engineer for the City of Plano conducted traffic and engineering studies on Cloverhaven Way, Marsalis Lane, and Mosswood Drive and has concluded that the school zone is necessary for a portion of this road to protect children traveling to and from McCall Elementary School; and

WHEREAS, during specified times when children are traveling to and from school, the City Council finds it necessary and in the best interest of the City and its citizens to alter the *prima facie* maximum speed limit on a portion of Cloverhaven Way, Marsalis Lane and Mosswood Drive which are all streets and highways within the corporate limits of the City of Plano, Texas; and

WHEREAS, the City Council desires to establish an additional 20 mph school zone during the time periods of 7:15 a.m. through 8:15 a.m., and 2:30 p.m. through 3:15 p.m. on school days on a certain portion of Cloverhaven Way, Marsalis Lane and Mosswood Drive.

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

Section I. The City Council hereby amends Chapter 12, *Motor Vehicles and Traffic*, Article IV, *Speed*, Section 12-73(b) of the City of Plano Code of Ordinances to add the following subsections verbatim as follows:

Cloverhaven Way

- (1) Between a point one hundred twenty-five (125) feet south of Danbury Lane and a point one hundred (100) feet south of Mosswood Drive.

Marsalis Lane:

- (2) Between Cloverhaven Way and a point one hundred (100) feet west of Norwood Lane.

7.3

Mosswood Drive:

- (1) Between Cloverhaven Way and a point seventy-five (75) feet west of Norwood Lane.

Section II. The City Council authorizes and directs the Traffic Engineer for the City of Plano to cause the placement of traffic control devices indicating such speed zones.

Section III. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. City Council intends that this Ordinance, and every provision hereof, is severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance will not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. Any person, firm, or corporation violating any of the provisions of this Ordinance is guilty of a misdemeanor and, upon conviction in the Municipal Court, is subject to a fine not to exceed **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** for each offense. Each and every violation constitutes a separate offense.

Section VI. The repeal of any Ordinance or part of Ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Z-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety & Technology		<i>[Signature]</i>	Date
Department Head	Bruce Glasscock	Executive Director	<i>[Signature]</i>	6.15.05
Dept Signature:		City Manager	<i>[Signature]</i>	6/20/05
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ARTICLE IV, PEDDLERS AND SOLICITORS, OF CHAPTER 11, LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO COMPLY WITH STATE LAW REQUIREMENTS FOR SOLICITATION IN RIGHTS-OF-WAY; PROVIDING A PENALTY CLAUSE; A SEVERABILITY CLAUSE; A REPEALING CLAUSE; A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance amends the City's Solicitation Ordinance to comply with state law.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

aa-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING ARTICLE IV, PEDDLERS AND SOLICITORS, OF CHAPTER 11, LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO COMPLY WITH STATE LAW REQUIREMENTS FOR SOLICITATION IN RIGHTS-OF-WAY; PROVIDING A PENALTY CLAUSE; A SEVERABILITY CLAUSE; A REPEALING CLAUSE; A PUBLICATION CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the City Council has enacted regulations regarding solicitation in the City rights-of-way, which regulations are now codified in Article IV, Peddlers and Solicitors of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano; and

WHEREAS, the state law (S.B. No. 245 codified into Chapter 552 of the Texas Transportation Code by adding Section 552.0071) now requires cities to allow public employees and their agents to solicit within the roadway if certain requirements are met; and

WHEREAS, in order to comply with state law, the City Council must amend the City's Solicitation Ordinance, codified as Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations."

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

Section I. Section 11-143(e) of Division 2, Solicitation, Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

"(e) It shall be unlawful for a solicitor at any time to enter or remain in the traveled portion of the roadway unless the solicitor has been granted authorization pursuant to section 552.0071 of Chapter 552 of the Texas Transportation Code. The restriction on solicitation in the traveled portion of the roadway does not apply to public residential streets."

Section II. Sec. 11-144 of Division 2, Solicitation, Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano is amended by adding subsection (b) as follows:

aa-2

“(b) A solicitor who has received authorization pursuant to Section 552.0071 of Chapter 552 of the Texas Transportation Code, is permitted to solicit in the following intersections notwithstanding the restrictions set forth in sec. 11-144(a):

Park Blvd. at its intersection with Avenue K
Custer Road at its intersection with 15th Street
Jupiter Road at its intersection with 14th Street
Independence Parkway at its intersection with Parker Road
Parker Road at its intersection with Preston Road
Parker Road at its intersection with Alma Drive
Coit Road at its intersection with Hedgcoxe Road
Parker Road at its intersection with Midway Road
Coit Road at its intersection with McDermott Road.”

Section III. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section IV. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section VI. The repeal of any ordinance or part of ordinances affected by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

Section VII. This ordinance shall become effective immediately upon its passage and publication as required by law.

aa-3

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AA-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/2005		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director		
Dept Signature:	<i>LaShon Ross</i>	City Manager	<i>[Signature]</i>	<i>6/9/05</i>
Agenda Coordinator (include phone #): Cathy Persons x5155				

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

CAPTION

An ordinance of the City of Plano, Texas repealing amended Ordinance No. 2005-2-8; establishing the number of certain classifications within the Police and Fire departments for fiscal year 2004-2005; establishing the authorized number and effective dates of such positions for each classification effective October 4, 2004 and February 14, 2005 and April 1, 2005 and June 13, 2005 respectively; establishing a salary plan for the Police and Fire departments effective October 4, 2004; and providing a repealer clause, a severability clause and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): **GENERAL FUND**

COMMENTS: Funding for the Police and Fire Department Civil Service personnel in accordance with the Civil Service Plan is included in the FY 2004-05 approved budget. It is projected that the delay in the hiring of (9) Fire Rescue Specialists from July 1, 2005 to October 1, 2005 will result in General Fund savings of approximately \$163,946.

STRATEGIC PLAN GOAL: Civil Service personnel relate to the City's Goal of "Premier City for Families" and "Service Excellence".

SUMMARY OF ITEM

The Fire Department is requesting authority to delay the hiring of the nine (9) Fire Rescue Specialists, previously authorized for July 1, 2005, until next fiscal year (October 1, 2005). The Department's current system status management analysis does not show a need to place an additional ambulance in service 24 hours per day. The Department will continue to place a demand med unit, currently being staffed with overtime, in service when an additional ambulance is required.

bb-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Ordinance Compensation Plan (Fire) - Exhibit A Compensation Plan (Police) - Exhibit B	Other Departments, Boards, Commissions or Agencies

bb-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING AMENDED ORDINANCE NO. 2005-2-8; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2004-2005; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION EFFECTIVE OCTOBER 4, 2004 AND FEBRUARY 14, 2005 AND APRIL 1, 2005 AND JUNE 13, 2005 RESPECTIVELY; ESTABLISHING A SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 4, 2004; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on June 13, 2005 by amended Ordinance No. 2005-2-8, the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

WHEREAS, the City Council has since reviewed the positions for sworn personnel within the Fire Department of the City of Plano and is of the opinion that the number of Fire Rescue Specialist positions should be revised effective June 27, 2005; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 4, 2004, February 14, 2005, April 1, 2005, June 13, 2005; and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective October 4, 2004.

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

Section I. Amended Ordinance No. 2005-2-8 duly passed and approved by the City Council of the City of Plano, Texas on June 13, 2005, is repealed in its entirety effective June 27, 2005.

Section II. The number of positions in the City of Plano Police and Fire Departments effective October 4, 2004, February 14, 2005, April 1, 2005, June 13, 2005 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2004-2005, effective October 4, 2004, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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Section IV. All provisions of the Ordinances of the City of Plano, codified and uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section VI. Upon passage, this Ordinance shall become effective June 27, 2005.

DULY PASSED AND APPROVED, this, the 27 day of June, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

bb-4

**CITY OF PLANO
2004-2005 CIVIL SERVICE
COMPENSATION PLAN
Effective 10/04/04**

FIRE

RANGE	POSITION	# Positions Effective	BASE NON-PMDC	12 MOS. NON-PMDC	36 MOS. NON-PMDC	<48 MOS.		48 MOS.		96 MOS.		144 MOS.	
						PMDC	NON-PMDC	PMDC	NON-PMDC	PMDC	NON-PMDC	PMDC	NON-PMDC
FCS 001	Fire Rescue	10/01/04 - 177	4039	4324	4763	4906	5023	5153	5333				
	Specialist**		48,463	51,891	57,157	58,873	60,278	61,841	63,997				
		Hourly:	16,6424	17,8197	19,6281	20,2174	20,7000	21,2366	21,9770				
FCS 002	Fire Apparatus Operator**	10/01/04 - 48	5238			5426	5530	5667	5857				
		Monthly:	62,854			65,112	66,364	68,002	70,284				
		Hourly:	21,5846			22,3600	22,7900	23,3525	24,1360				
FCS 003	Lieutenant**	10/01/04 - 17	5884			6052	6169	6313	6536				
		Monthly:	70,613			72,625	74,033	75,761	78,429				
		Hourly:	24,2490			24,9400	25,4235	26,0169	26,9330				
FCS 004	Captain**	10/01/04 - 32	6607			6750	6892	7036	7252				
		Monthly:	79,289			81,005	82,709	84,437	87,025				
		Hourly:	27,2285			27,8178	28,4030	28,9964	29,8850				
FMC 005	Battalion Chief*	10/01/04 - 5	8011										
		Monthly:	96,136										
		Hourly:	46,2193										
FMC 006	Assistant Fire Chief*	10/01/04 - 3	8956 ***										
		Monthly:	107,463										
		Hourly:	51,6647										
Assignment Pay for Paramedic Services Included													

* Hourly rate based on 2080 hours annually
 ** Hourly rate based on 2912 hours annually
 *** Salary effective 04/01/05

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CITY OF PLANO
2004-2005 CIVIL SERVICE COMPENSATION PLAN
 Effective 10/04/04

BB-6

POLICE

RANGE	POSITION	# POSITIONS	BASE	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
PCS 001	Police Officer	Effective							
		10/01/04 - 284	4073	4211	4349	4541	4691	4851	5097
		04/01/05 - 289	48,878	50,526	52,192	54,497	56,290	58,212	61,167
		Hourly:	23.4993	24.2914	25.0922	26.2003	27.0624	27.9866	29.4072
PCS 002	Sergeant	Effective							
		10/01/04 - 35	5786		6009				
			69,436		72,105				
		Hourly:	33.3825		34.6657				
PCS 003	Lieutenant	Effective							
		10/01/04 - 11	6460		6847				
		02/14/05 - 12	77,515		82,161				
		Hourly:	37.2669		39.5007				
PCS 004	Captain	Effective							
		10/01/04 - 3	7360		7802				
			88,325		93,619				
		Hourly:	42.4638		45.0091				
PCS 005	Asst. Police Chief	Effective							
		10/01/04 - 1	8386		8845		9328		
			100,636		106,135		111,935		
		Hourly:	48.3825		51.0265		53.8150		

Recruit:
 PCS Monthly: 3774
 01A Annual: 45,290
 Hourly: 21.7742



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>NS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Elaine Bealke		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	<i>6/27/05</i>
Agenda Coordinator (include phone #): Sharon Kotwitz - x7120				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 69 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 this supplement to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 69 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, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; 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 69;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 69 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 69 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 27th day of June 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CC-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>AK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director	<i>LR</i>	6.20.05
Dept Signature:	<i>Spencer Cooney for LaShon Ross</i>	City Manager	<i>AK</i>	6/20/05
Agenda Coordinator (include phone #): Cathy Persons x5155				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Council discussion and direction regarding selection of a Deferred Compensation Administrator.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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 financial impact to the City of Plano.				
SUMMARY OF ITEM				
The Council will discuss the selection of a Deferred Compensation Administrator.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum				
Letter				
Scoring Matrix				

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P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: June 16, 2005

TO: Thomas H. Muehlenbeck, City Manager

FROM: Deferred Compensation Steering Committee *TC*

SUBJECT: Deferred Compensation RFP #C117-05

The Deferred Compensation Steering Committee, with the guidance of Mr. Al DiCristofaro, Consultant for the City of Plano, has received proposals in response to an RFP for a single Deferred Compensation administrator. The purpose of this RFP was to improve the overall value of the program to plan participants. The specific goals were to:

1. Reduce overall deferred compensation fees
2. Improve the quality of investment options offered in the Plan
3. Improve the quality of employee services provided by the Plan

Throughout the process, the Committee has provided written communication to all plan participants and employees, allowing for questions and expression of concerns. All issues brought forth were addressed and concerns taken into consideration in the selection process.

Mr. DiCristofaro has provided guidance and education to committee members to assist in the process of selection to ensure to plan participants and future participants that the City has met its fiduciary responsibility in offering the best possible investment products.

The City received eleven (11) proposals from qualified providers. Mr. DiCristofaro reviewed all eleven proposals based on the criteria established by the Committee and subsequently made a recommendation of four (4) semifinalists. The Committee agreed with the recommendation and requested presentations from The Hartford, AIG Valic, Great-West Life and Annuity and ICMA-RC. Following the presentations, the Committee asked for best and final offers from The Hartford and ICMA-RC. Based on the scoring impact for those submittals, Mr. DiCristofaro recommended ICMA-RC to the Committee. The Committee discussed the recommendation and final offers. As a result, the Committee would like to request Council approve to move forward with establishing ICMA-RC as the City's single 457 administrator.

Committee Members

Rod Hogan, Executive Director
John McGrane, Director Finance
LaShon Ross, Director Human Resources
Karen Rhodes, Director Budget and Research
Bob Acker, Assistant Fire Chief
David Edwards, Fire Apparatus Operator
Harry Manning, Police Captain
Paul Rimka, Police Lieutenant
Mike Rapplean, Public Works Operations Manager
Dana Conklin, Marketing and Special Events Manager
Mark Israelson, Assistant to the City Manager
Jean Spencer, Customer & Utility Services Manager representing the Employee Advisory Committee
Sydney Covey, Compensation and Benefits Manager



Al DiCristofaro
 4105 Medical Parkway
 Suite 208A
 Austin, TX 78756
 512.451.8142
 512.451.8312 (FAX)
 512.426.4609 (Cell)
aldi@austin.rr.com

June 9, 2005

City of Plano
 Deferred Compensation Steering Committee

Re: Final Evaluation of Deferred Compensation RFP #C117-05

I have received and completed my review of the best and final offers received by the 2 finalists identified by the Steering Committee: Hartford and ICMA-RC. The following chart describes how those best and final offers effected the scoring for these 2 RFP respondents:

RFP REFERENCE	BEST & FINAL CONSIDERATION	SCORING IMPACT	
		HARTFORD	ICMA-RC
9.2.1	Minimum 70 days on-site/year (ICMA-RC)		+1.5
9.2.4	Morningstar Advice free for contract term (ICMA-RC)		0
9.5.7	Waiver of 1/6 rule upon termination -12 month put (Hartford)	+4	
9.9.1/9.9.2	<ul style="list-style-type: none"> • Buyout limit increased to \$200k; \$10k admin. re-allowance (Htfd) • Pricing changed to 12bp on all investments; 0bp option (ICMA-RC) 	0*	+3
Total Net Changes		+4	+4.5
Original RFP Score		85.5	87
Revised Score		89.5	91.5

* While the changes proposed by Hartford to sections 9.9.1 & 9.9.2 were significant, Hartford had already been awarded the maximum number of points (15) for that section.

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SUMMARY

While it is the decision of the Steering Committee and, ultimately, the City of Plano, it is my recommendation that the City award this contract to ICMA-RC. While both of the finalists, in my opinion, could adequately provide the products and services requested in the bid, I believe the 457 participants would benefit from the completely different perspective ICMA-RC would bring to this program. In addition, ICMA-RC:

- Is a leading provider of these products and services both nationally and in Texas
- Is a stable organization that operates as a not-for-profit corporation exclusively for the benefit of its plan participants
- Has demonstrated the flexibility to implement a pricing structure that pays the “exit” fees on the existing providers’ business while simultaneously providing outstanding value to the Plan’s participants in the products and services they proposed

I would also like to thank the Steering Committee and everyone at the City of Plano for their obvious commitment and dedication to this project. It has been my sincere pleasure to work with you all. I hope I have the opportunity to continue a relationship with you in some capacity as you launch this new program.

Let me know if you have any questions or need any additional information.

Sincerely,

Al DiCristofaro
Consultant/President

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**City of Plano
Deferred Compensation RFP Evaluation**

Question	Weight	AIG										
		VALIC	1st Nat'l	GrWest	Hartford	ICMA	ING	LINC	Met	N'wide	Principal	Pru
9.1.1	0		0	0	0	0	0	0	0	0	0	0
9.1.2	0	0	0	0	0	0	0	0	0	0	0	0
9.1.3	2	2	0	2	2	2	2	2	0	2	1	2
9.1.4	2	2	0	2	2	2	2	2	2	2	2	1.5
9.1.5	2	2	2	0	0	2	2	0	2	2	0	2
9.1.6	2	2	2	2	0	2	1	0	2	2	2	2
9.1.7	0	0	0	0	0	0	0	0	0	0	0	0
9.1.8	2	2	0.5	2	2	2	2	2	1	2	0	2
9.2.1	3	3	2	1.5	3	1.5	3	3	3	3	0.5	0.5
9.2.2	3	3	1	3	3	3	3	3	1	2	1	1
9.2.3	1	0.5	1	0.5	1	1	0.5	1	1	1	1	1
9.2.4	2	1	0	2	2	2	2	2	2	2	2	2
9.2.5	2	1.5	2	2	2	2	2	2	2	1	2	2
9.2.6	0	0	0	0	0	0	0	0	0	0	0	0
9.2.7	2	2	1	2	2	2	2	2	2	2	2	2
9.2.8	2	1.5	0	2	2	1.5	2	2	2	1.5	0	2
9.2.9	0	0	0	0	0	0	0	0	0	0	0	0
9.2.10	0	0	0	0	0	0	0	0	0	0	0	0
9.3.1	0	0	0	0	0	0	0	0	0	0	0	0
9.3.2	3	3	3	3	3	3	2	2	3	3	2	2
9.3.3	2	1	1	1	1	1	1	2	2	2	1	2
9.3.4	0	0	0	0	0	0	0	0	0	0	0	0
9.3.5	1	1	1	1	1	1	1	1	1	0	1	1
9.3.6	0	0	0	0	0	0	0	0	0	0	0	0
9.3.7	2	1	0	1	2	1	1	2	1	2	1	2
9.3.8	2	2	2	2	2	2	2	2	2	2	2	2
9.3.9	2	2	2	2	2	2	2	2	2	2	2	1
9.3.10	2	2	2	2	2	2	2	2	1	2	2	2
9.3.11	0	0	0	0	0	0	0	0	0	0	0	0
9.3.12	1	1	1	0	1	1	1	1	1	1	1	0
9.3.13	0	0	0	0	0	0	0	0	0	0	0	0
9.5.1	0	0	0	0	0	0	0	0	0	0	0	0
9.5.2	0	0	0	0	0	0	0	0	0	0	0	0
9.5.3	5	3	5	2	2.5	3	5	1	1	1	4	3
9.5.4	0	0	0	0	0	0	0	0	0	0	0	0
9.5.5	0	0	0	0	0	0	0	0	0	0	0	0
9.5.6	0	0	0	0	0	0	0	0	0	0	0	0
9.5.7	5	0	4.5	5	0	4	0	3.5	5	4	4	0
9.6.2	15	15	15	15	15	15	0	11	12	8	9	8
9.6.3	0	0	0	0	0	0	0	0	0	0	0	0
9.6.4	0	0	0	0	0	0	0	0	0	0	0	0
9.6.5	3	3	3	3	3	3	3	2	3	3	3	3
9.6.6	0	0	0	0	0	0	0	0	0	0	0	0
9.7.1	1	1	1	1	1	1	1	1	1	1	1	1
9.7.2	1	0	0	0	1	1	0	0	0	0	0	0

City of Plano

1-5

Deferred Compensation RFP Evaluation

AIG

Question	Weight	VALIC	1st Nat'l	GrWest	Hartford	ICMA	ING	LINC	Met	N'wide	Principal	Pru
9.8.1	1	1	1	1	1	1	1	1	1	1	1	1
9.8.2	1	1	1	1	1	1	1	1	1	1	1	1
9.8.3	1	1	1	1	1	1	1	1	1	1	1	1
9.8.4	1	1	1	1	1	1	1	1	1	1	1	1
9.8.5	1	1	0	1	1	1	1	1	1	1	1	1
9.9.1	0	0	0	0	0	0	0	0	0	0	0	0
9.9.2	15	14	0	10	15	10	14	12	7	6	8	9
9.9.3	5	4	1	4	5	5	4	5	4	1.5	4	4
9.9.4	0	0	0	0	0	0	0	0	0	0	0	0
9.9.5	5	3	5	5	3	4	1	1	1	1	3	1
9.9.6	0	0	0	0	0	0	0	0	0	0	0	0
	100	83.5	62	83	85.5	87	68.5	77	72	67	66.5	66

1-6



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/27/05		Reviewed by Legal <i>JA</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/13/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/27/05
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>VSP</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - PUBLIC HEARING				
CAPTION				
Public Hearing for consideration of funding options for SH 121 main lanes from Dallas North Toll Road to US 75.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
<p>On June 13, 2005, staff and Bob Brown, with TxDOT, presented information from a funding feasibility report for constructing the main lanes of SH 121 from Hillcrest to US 75. TxDOT indicates that funding for freeway lanes could be 20 years away. Therefore, tolling is an option to get the main lanes built by 2010.</p> <p>TxDOT has indicated that the four cities and Collin County need to decide, by August 15, if they want a toll facility for SH 121. Tolling would also generate excess revenue that would be shared with the four cities and Collin County.</p> <p>On June 13, 2005, Council held a public hearing to receive public input into the funding options. Two citizens spoke in opposition to tolls. Council will also hold a public hearing on June 27, 2005, to receive additional public input.</p> <p>Council will need to decide before August 15 if it will support the construction of SH 121 as a toll road. Council must also decide if the toll road would be from Dallas North Tollway to US 75 or from Hillcrest to US 75. If one of these toll road options is approved by the four cities and Collin County, details of the revenue sharing would be later resolved through an agreement with all parties.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	06/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	6/22/05	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	6/22/05	
Agenda Coordinator (include phone #):	Irene Pegues (7198)			
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - PUBLIC HEARING				
CAPTION				
A Public Hearing and consideration of an ordinance of the City of Plano, Texas, approving a project for construction of Shiloh Road from Royal Oaks Drive to Parker Road, requiring the use or taking of a portion of City of Plano public Park Land located in the Santa Fe Trail south of Parker Road, providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the Park Land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.				
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 City of Plano's Engineering Department has requested that the City allow it to use a portion of Santa Fe Trail Linear Park for Shiloh Road right-of-way, as depicted in the drawing included with this Agenda Item. Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for any use or taking of Park Land. To permit the use of taking of Park Land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:				
<ol style="list-style-type: none"> 1) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and 2) The Project includes all reasonable planning to minimize harm to the Park Land resulting from the use or the taking. 				
Also attached is an ordinance if Council approves the taking of the Park Land for Shiloh Road.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING A PROJECT FOR CONSTRUCTION OF SHILOH ROAD FROM ROYAL OAKS DRIVE TO PARKER ROAD, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND LOCATED IN THE SANTA FE TRAIL SOUTH OF PARKER ROAD, PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has requested approval of a project to allow construction of Shiloh Road, from Royal Oaks Drive to Parker Road, as depicted on the drawing attached hereto as Exhibit "A" (called "Project"), which requires the use or taking of a portion of City of Plano public Park Land located in the Santa Fe Trail south of Parker Road (called "Park Land"); and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code (called "Code") requires a public hearing to determine whether or not the Project's proposed use of a portion of the Park Land should be approved in accordance with certain criteria contained within the Code; and

WHEREAS, Notices of the Public Hearing were duly served and published in conformity with the Code; and

WHEREAS, a public hearing was held by the City Council on June 27, 2005, during which all interested persons were given the opportunity to testify and present other relevant evidence before the City Council.

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

Section I. After hearing and reviewing all of the testimony and evidence at the Public Hearing, as well as other matters and information relevant and pertinent to a determination, the City Council hereby finds and determines that:

- (a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
- (b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

3-2

Section II. The City Council further finds that the determination made in Section I is in the public interest generally and in the best interest of the citizens of the City of Plano, Texas.

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

BASIS OF BEARING:
CITY OF PLANO HORIZONTAL CONTROL
NETWORK, STATIONS P4 AND Q6

NOTE: ALL CORNER ARE 5/8" IRON
RODS SET WITH CAP STAMPED
"HUITT-ZOLLARS" UNLESS NOTED
OTHERWISE.

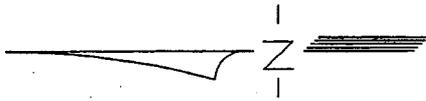


EXHIBIT "A"

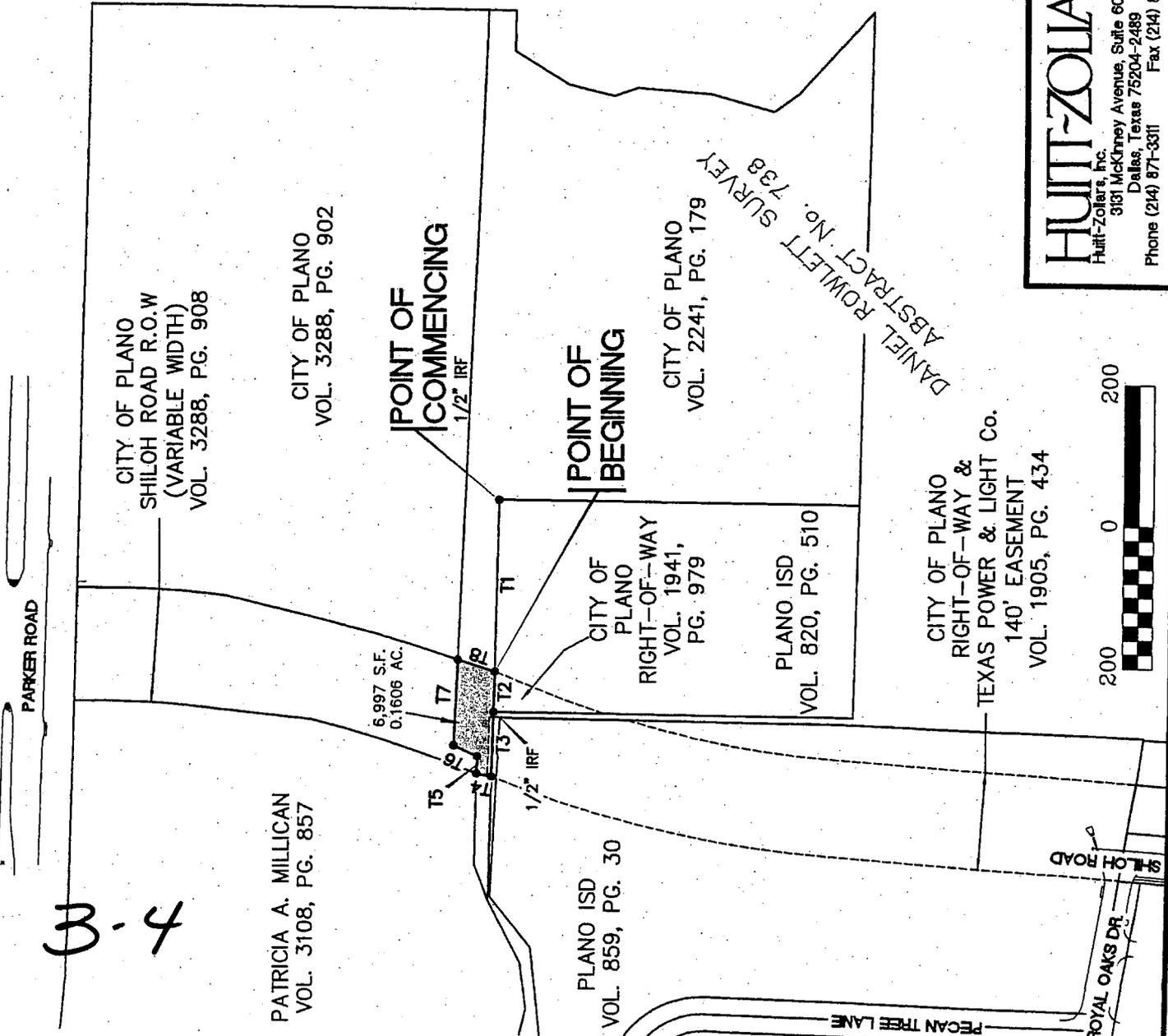
NOTE:
ALL CORNERS ARE FIVE-EIGHTHS INCH
IRON ROD SET WITH CAP STAMPED
"HUITT-ZOLLARS" UNLESS OTHERWISE
NOTED.

Course	Bearing	Distance
T1	N 88° 45' 01" W	242.81'
T2	N 88° 45' 01" W	57.03'
T3	N 88° 49' 47" W	92.53'
T4	N 12° 08' 10" E	21.24'
T5	S 88° 49' 47" E	25.60'
T6	N 25° 51' 15" E	35.48'
T7	S 87° 38' 54" E	120.98'
T8	S 18° 32' 27" W	53.10'

PAGE 1 OF 3 JANUARY 11, 2005

EXHIBIT A
PROPOSED SHILOH ROAD
RIGHT-OF-WAY
DANIEL ROWLETT SURVEY
ABSTRACT No. 738
CITY OF PLANO
COLLIN COUNTY, TEXAS

HUITT-ZOLLARS
Dallas
Huitt-Zollars, Inc.
3181 McKinney Avenue, Suite 600
Dallas, Texas 75204-2489
Phone (214) 871-3311 Fax (214) 871-0757



W-4

**LAND DESCRIPTION
PROPOSED SHILOH ROAD
RIGHT-OF-WAY**

EXHIBIT "A"

BEING, a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being a portion of a tract of land as described in instrument to the City of Plano and recorded in Volume 2241, Page 179, Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING one-half inch iron rod found at an inter ell corner of the said City of Plano tract, said corner also being the northeast corner of a tract of land as described in instrument to Plano Independent School District and recorded in Volume 820, Page 510, Deed Records of Collin County, Texas;

THENCE, North 88 degrees 45 minutes 01 second West along a south line of the said City of Plano tract a distance of 242.81 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the northeast corner of a tract of land deeded to the City of Plano for the extension of Shiloh Road and recorded in Volume 1941, Page 979, Deed Records of Collin County, Texas, and being the **POINT OF BEGINNING**;

THENCE, North 88 degrees 45 minutes 01 second West continuing along a south line of the said City of Plano tract as recorded in Volume 820, Page 510, and along the north line of the said City of Plano tract as recorded in Volume 1941, Page 979 a distance of 57.03 feet to a one-half inch iron rod found at the northwest corner of the City of Plano tract as recorded in Volume 1941, Page 979, said rod also being an angle point in the south line of the said City of Plano tract as recorded in Volume 2241, Page 179;

THENCE, North 88 degrees 49 minutes 47 seconds West continuing along a south line of the said City of Plano tract as recorded in Volume 820, Page 510 a distance of 92.53 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars";

THENCE, departing the south line of the last mentioned City of Plano tract, North 12 degrees 08 minutes 10 seconds East a distance of 21.24 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" in a north line of the last mentioned City of Plano tract;

THENCE, South 88 degrees 49 minutes 47 seconds East along a north line of the last mentioned City of Plano tract a distance of 25.60 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" in an inner ell corner of the last mentioned City of Plano tract;

THENCE, North 25 degrees 51 minutes 15 seconds East along a west line of the last mentioned City of Plano tract a distance of 35.48 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the most northerly northwest corner of the last mentioned City of Plano tract;

THENCE, South 87 degrees 38 minutes 54 seconds East along a north line of the last mentioned City of Plano tract a distance of 120.98 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the southeast corner of a tract of land deeded to the City of Plano for the extension of Shiloh Road and recorded in Volume 3288, Page 908, Deed Records of Collin County, Texas;

THENCE, South 18 degrees 32 minutes 27 seconds West a distance of 53.10 feet to the **POINT OF BEGINNING** and **CONTAINING** 6,997 square feet (0.1606 acres) of land, more or less.

For Huitt-Zollars, Inc:

D. Rex Winchester

EXHIBIT "A"

D. Rex Winchester
Registered Professional Land Surveyor
Texas Registration No. 5191
Huitt-Zollars, Inc.
3131 McKinney Avenue
Suite 600
Dallas, Texas 75204
Ph. (214) 871-3311
Date: January 11, 2005



3-6



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date/	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	6/21/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/21/05
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the construction of Shiloh Road, from Royal Oaks Drive to Parker Road, being in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, across a portion of Park located in the Santa Fe Trail south of Parker Road; and authorizing the execution of a Special Warranty Deed by the City Manager, or in his absence an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
This item authorizes a portion of Santa Fe Trail to be dedicated for right-of-way for Shiloh Road.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE CONSTRUCTION OF SHILOH ROAD FROM ROYAL OAKS DRIVE TO PARKER ROAD, BEING IN THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, CITY OF PLANO, COLLIN COUNTY, TEXAS, ACROSS A PORTION OF PARK LOCATED IN THE SANTA FE TRAIL, SOUTH OF PARKER ROAD; AND AUTHORIZING THE EXECUTION OF A SPECIAL WARRANTY DEED BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented the proposed plans for construction of Shiloh Road from Royal Oaks Drive to Parker Road across a portion of a park located in the Santa Fe Trail south of Parker Road, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter the "Project"); and

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

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

Section I. The City Council hereby authorizes the dedication of the right-of-way and determines that the Project is acceptable and is hereby in all things approved.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute all documents in connection with said Project on behalf of the City of Plano.

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

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

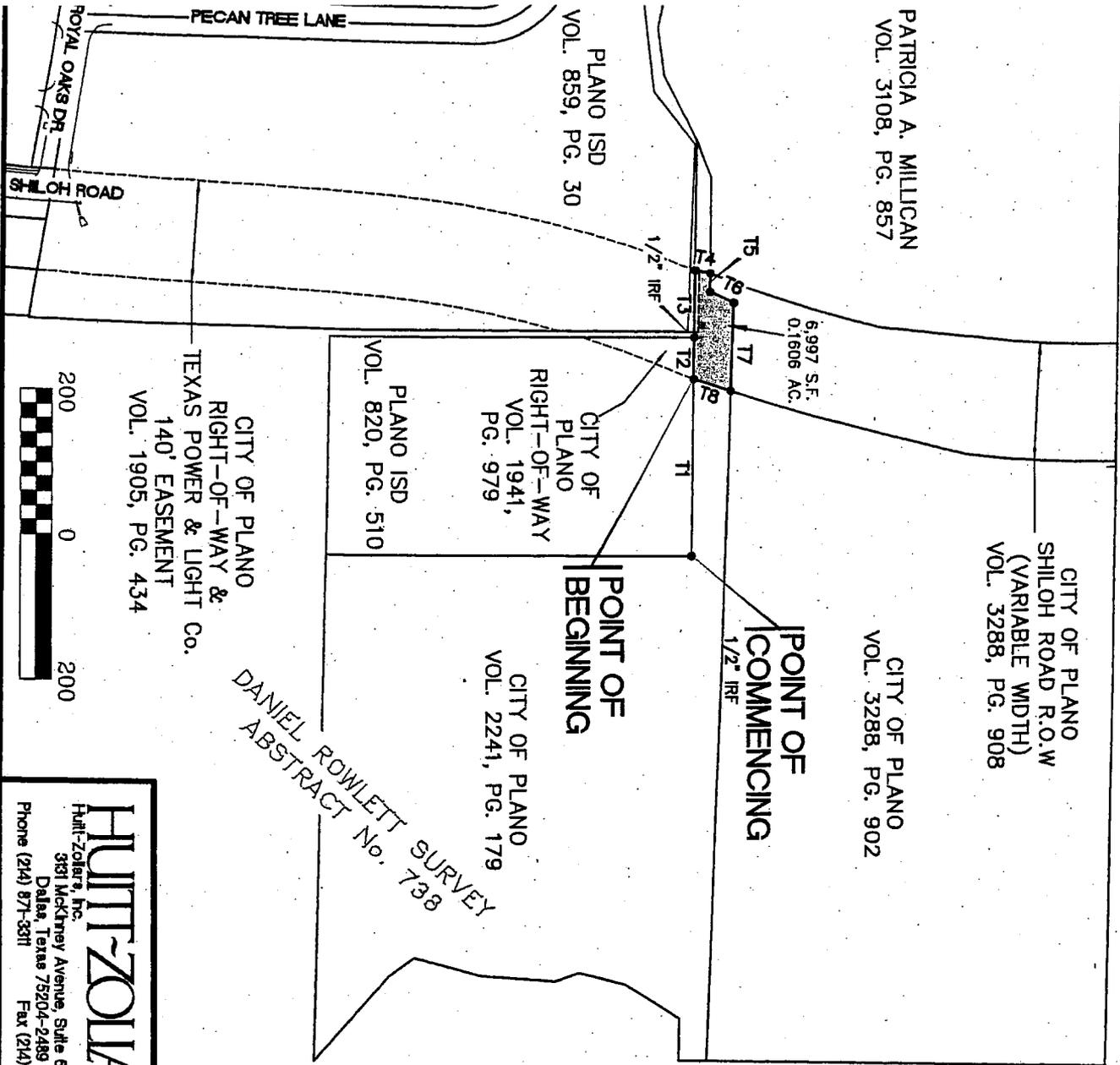
Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

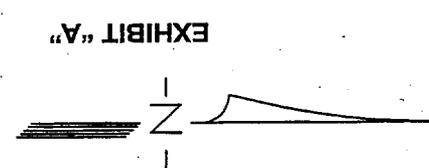
Diane C. Wetherbee, CITY ATTORNEY



HUTT-ZOLLARS
 Dallas
 Hunt-Zollars, Inc.
 3831 McKinney Avenue, Suite 600
 Dallas, Texas 75204-2489
 Phone (214) 871-3311 Fax (214) 871-0757

Course	Bearing	Distance
T1	N 88° 45' 01" W	242.81'
T2	N 88° 45' 01" W	57.03'
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T7	S 87° 38' 54" E	120.98'
T8	S 18° 32' 27" W	53.10'

NOTE:
 ALL CORNERS ARE FIVE-EIGHTHS INCH IRON ROD SET WITH CAP STAMPED "HUTT-ZOLLARS" UNLESS OTHERWISE NOTED.



NOTE: ALL CORNER ARE 5/8" IRON RODS SET WITH CAP STAMPED "HUTT-ZOLLARS" UNLESS NOTED OTHERWISE.

BASIS OF BEARING:
 CITY OF PLANO HORIZONTAL CONTROL NETWORK, STATIONS P4 AND 06

4-3

EXHIBIT A
 PROPOSED SHILOH ROAD
 RIGHT-OF-WAY
 DANIEL ROWLETT SURVEY
 ABSTRACT No. 738
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

**LAND DESCRIPTION
PROPOSED SHILOH ROAD
RIGHT-OF-WAY**

EXHIBIT "A"

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COMMENCING one-half inch iron rod found at an inter ell corner of the said City of Plano tract, said corner also being the northeast corner of a tract of land as described in instrument to Plano Independent School District and recorded in Volume 820, Page 510, Deed Records of Collin County, Texas;

THENCE, North 88 degrees 45 minutes 01 second West along a south line of the said City of Plano tract a distance of 242.81 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the northeast corner of a tract of land deeded to the City of Plano for the extension of Shiloh Road and recorded in Volume 1941, Page 979, Deed Records of Collin County, Texas, and being the **POINT OF BEGINNING**;

THENCE, North 88 degrees 45 minutes 01 second West continuing along a south line of the said City of Plano tract as recorded in Volume 820, Page 510, and along the north line of the said City of Plano tract as recorded in Volume 1941, Page 979 a distance of 57.03 feet to a one-half inch iron rod found at the northwest corner of the City of Plano tract as recorded in Volume 1941, Page 979, said rod also being an angle point in the south line of the said City of Plano tract as recorded in Volume 2241, Page 179;

THENCE, North 88 degrees 49 minutes 47 seconds West continuing along a south line of the said City of Plano tract as recorded in Volume 820, Page 510 a distance of 92.53 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars";

THENCE, departing the south line of the last mentioned City of Plano tract, North 12 degrees 08 minutes 10 seconds East a distance of 21.24 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" in a north line of the last mentioned City of Plano tract;

THENCE, South 88 degrees 49 minutes 47 seconds East along a north line of the last mentioned City of Plano tract a distance of 25.60 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" in an inner ell corner of the last mentioned City of Plano tract;

THENCE, North 25 degrees 51 minutes 15 seconds East along a west line of the last mentioned City of Plano tract a distance of 35.48 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the most northerly northwest corner of the last mentioned City of Plano tract;

THENCE, South 87 degrees 38 minutes 54 seconds East along a north line of the last mentioned City of Plano tract a distance of 120.98 feet to a five-eighths inch iron rod set with a cap stamped "Huitt-Zollars" at the southeast corner of a tract of land deeded to the City of Plano for the extension of Shiloh Road and recorded in Volume 3288, Page 908, Deed Records of Collin County, Texas;

THENCE, South 18 degrees 32 minutes 27 seconds West a distance of 53.10 feet to the **POINT OF BEGINNING** and **CONTAINING** 6,997 square feet (0.1606 acres) of land, more or less.

4-4

For Huitt-Zollars, Inc:

D. Rex Winchester

D. Rex Winchester
Registered Professional Land Surveyor
Texas Registration No. 5191
Huitt-Zollars, Inc.
3131 McKinney Avenue
Suite 600
Dallas, Texas 75204
Ph. (214) 871-3311
Date: January 11, 2005

EXHIBIT "A"



4-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/27/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	5/17/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/22/05
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>[Signature]</i>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - PUBLIC HEARING				
CAPTION				
Public Hearing and direction on the design of Shiloh Road extension from Royal Oaks Drive to Parker Road.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Council held the first of two required public hearings on the design of the Shiloh Road extension on June 13, 2005. A second public hearing is required for June 27, 2005. After the public hearing, staff will be looking for Council approval or design changes so we can finalize the plans and advertise for bids.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

DATE: June 7, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission *TE*
SUBJECT: Results of Planning & Zoning Commission Meeting of June 6, 2005

AGENDA ITEM NO. 11A
PUBLIC HEARING: ZONING CASE 2005-17
APPLICANT: PROSPER LAND COMPANY

DESCRIPTION:

A request to rezone 29.7± acres located at the northwest corner of Kings Manor Lane and Spring Creek Parkway **from** Multifamily Residence-2 **to** Planned Development-Patio Home.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as PD-PH with the following stipulations:

1. Maximum lot coverage: 60% for primary and accessory buildings.
2. Minimum front yard: Ten feet; 20 feet from garage.
3. Minimum side yard adjacent to Spring Creek Parkway: Ten feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
4. Minimum rear yard adjacent to Spring Creek Parkway: 12 feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
5. Off-street parking required at a rate of one-half space per lot, only for lots with less than 55 feet of frontage.

6. Minimum usable open space: 6%. Usable open space must be located within 1,000 feet of each residential lot as measured along the street.
7. Minimum lot size: 5,000 square feet.

FOR CITY COUNCIL MEETING OF: June 27, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CDD/slc

xc: David Whitsett, Prosper Land Co.
David Kalhoefer, Prosper Land Co.
Lynn Woodall, Administrative Support Supervisor

6-2

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 6, 2005

Agenda Item No. 11A

Public Hearing: Zoning Case 2005-17

Applicant: Prosper Land Company

DESCRIPTION:

A request to rezone 29.7± acres located at the northwest corner of Kings Manor Lane and Spring Creek Parkway **from** Multifamily Residence-2 **to** Planned Development-Patio Home.

REMARKS:

The requested zoning is Planned Development-Patio Home (PD-PH). The PH district is intended to provide for areas of detached, zero-lot-line, single-family development in a clustered lot pattern with a common usable open space system that is an integral part of the development. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The PD is requesting to amend the PH district to modify the development standards, such as required open space, parking, lot coverage, and setbacks.

The current zoning is Multifamily Residence-2 (MF-2). The MF-2 district is intended to accommodate condominiums and apartments at a density of 18 residential units per acre providing sufficient areas for usable open space and landscaping.

Surrounding Land Use and Zoning

Property to the north and west of the request is within the city of The Colony. Property to the south is zoned PH, and a subdivision of patio homes is currently under construction. Property to the east, across Spring Creek Parkway, is zoned Commercial Employment (CE) and is part of a large corporate campus.

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Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential. The existing MF-2 zoning and proposed PD-PH zoning are both in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available.

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

Request for Planned Development Zoning

A typical PH development would be allowed by right under the current MF-2 zoning; however, the proposed amendments to the development standards create the need to rezone the property. The applicant is requesting the following PD stipulations:

1. Maximum lot coverage: 60% for primary and accessory buildings.

Typical lot coverage is a maximum of 50% for primary buildings with an additional 10% for accessory buildings.

2. Minimum front yard: Ten feet; 20 feet from garage.

Typical front yard setback is 20 feet.

3. Minimum side yard adjacent to Spring Creek Parkway: Ten feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.

The side yard setback would typically be 25 feet for lots siding to Spring Creek Parkway. Because Spring Creek Parkway is a major thoroughfare and there is no alley separating the lots from the thoroughfare, the side yard setback for corner lots would increase from the standard 15 feet to 25 feet.

4. Minimum rear yard adjacent to Spring Creek Parkway: 12 feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.

The rear yard setback would typically be 25 feet for lots backing to Spring Creek Parkway. Because Spring Creek Parkway is a major thoroughfare and there is no alley separating the lots from the thoroughfare, the rear yard setback would increase from the standard ten feet to 25 feet.

6-4

5. Off-street parking required at a rate of one-half space per lot, only for lots with less than 55 feet of frontage.

The standard requirement for PH lots is one-half space per lot. The minimum lot width is 40 feet mid-block and 45 feet for corner lots.

6. Minimum usable open space: 6%. Usable open space must be located within 1,000 feet of each residential lot as measured along the street.

PH developments require ten percent usable open space, and each lot must be within 600 feet of usable open space as measured along the street.

7. Minimum lot size: 5,000 square feet

The minimum lot size is 4,000 square feet for a PH lot.

Density and Lot Coverage

The applicant is proposing to increase the required size of the lot from 4,000 square feet to 5,000 square feet. The lot coverage would typically be divided into primary and accessory buildings. The applicant is not proposing to increase the total lot coverage, but does propose to combine the lot coverage to allow 60% for both primary and accessory structures.

Open Space

The applicant is requesting to reduce the required open space from ten percent to six percent. The development has open space adjacent to its southern boundary which is an open space lot owned by the same homeowners association, effectively creating a shared open space although it is not a part of this phase of development. The increased lot size requirement (an additional 1,000 square feet per lot) will provide for additional private open space within the lots, reducing the need for shared open space.

The Zoning Ordinance requires each PH lot to be within 600 feet of usable open space as measured along the street. However, the Commission can increase the distance between lots and open space to 1,200 feet if the site is irregular or trees will be saved. Since these conditions are not applicable to this site, the distance waiver must be included within the PD stipulations. The applicant wishes to consolidate the usable open space into one central location within the development as shown on the associated concept plan. As shown, the usable open space is within 990± feet of each residential lot.

6-5

Off-street Parking

The applicant is proposing to provide one-half space of on-street parking only for lots with less than 55 feet of frontage. Lots which have 55 feet or greater of street frontage meet the minimum requirement of frontage for a Single-Family Residence-6 subdivision, which would not require additional off street parking because the lot is wide enough to accommodate parking along the street.

SUMMARY:

This request is in conformance with the Comprehensive Plan. The proposed PD-PH zoning and increase in lot size will reduce the density of housing units as compared to the existing MF-2 zoning. The PD-PH request is consistent with the adjacent PH development to the south. The reduction in common open space is offset partially by the increase in lot size and corresponding open space within the lot. The centralized, common open space will result in a more usable area.

RECOMMENDATION:

Recommended for approval as PD-PH with the following stipulations:

1. Maximum lot coverage: 60% for primary and accessory buildings.
2. Minimum front yard: Ten feet; 20 feet from garage.
3. Minimum side yard adjacent to Spring Creek Parkway: Ten feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
4. Minimum rear yard adjacent to Spring Creek Parkway: 12 feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
5. Off-street parking required at a rate of one-half space per lot, only for lots with less than 55 feet of frontage.
6. Minimum usable open space: 6%. Usable open space must be located within 1,000 feet of each residential lot as measured along the street.
7. Minimum lot size: 5,000 square feet.

6-6

CITY OF THE COLONY

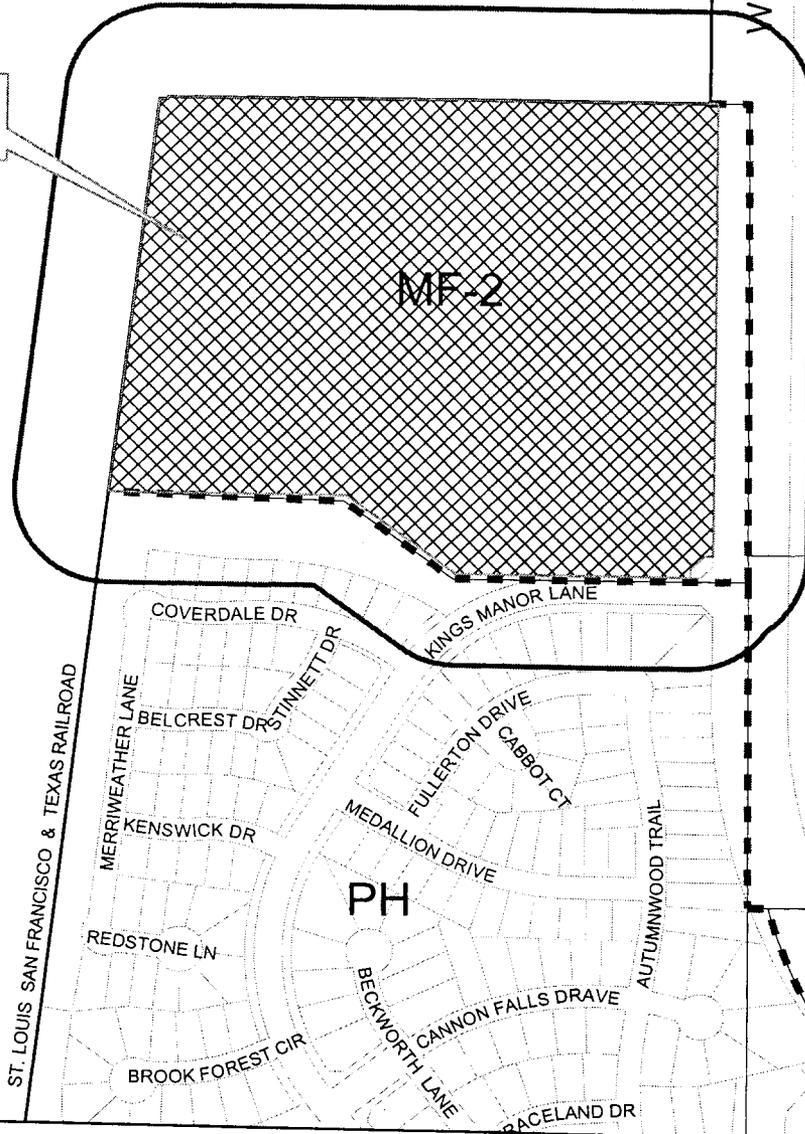
W SPRING CREEK PKWY

AREA OF REQUEST

MF-2

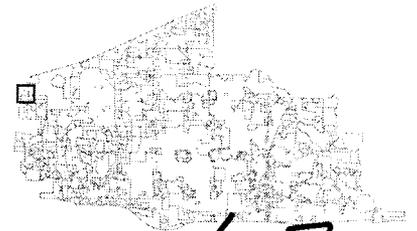
CE

AREA OF NOTICE



Zoning Case #: 2005-17

Existing Zoning: MULTIFAMILY RESIDENCE-2



6-7

○ Zoning Case



LINE TABLES
 1. 100' ±
 2. 100' ±
 3. 100' ±
CURVE TABLES
 1. 100' ±
 2. 100' ±
 3. 100' ±

GENERAL NOTES

ZONING: PD-PH
 SINGLE FAMILY RESIDENTIAL

LAND USE: SINGLE FAMILY RESIDENTIAL

REQUIRED PARKING PER PD: 26

PARKING PROVIDED: 39

OPEN SPACE REQUIRED: 2.772 ACRES (120,748 s.f.)

OPEN SPACE PROVIDED: 3.750 ACRES (163,013 s.f.)

REQUIRED USABLE OPEN SPACE PER PD AT 6%: 1,663 ACRES (72,448 89 s.f.)

PROVIDED USABLE OPEN SPACE: 1,754 ACRES (76,434 s.f.)

MAXIMUM DISTANCE OF RESIDENTIAL LOT TO USABLE OPEN SPACE: +1 99'

General Notes

1. Building 6,000 square feet or greater shall be 100% fire sprinkled.
2. The lots shall be designed and constructed per city standards.
3. Fire escape parking areas shall be segregated and provided per city standards and shall be paved.
4. Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the right-of-way, unless a sidewalk easement is provided for a mandating sidewalk or an easement is provided on the property. Sidewalks shall be constructed per city standards, shall be provided on sidewalks at all crossings.
5. Mechanical units, compressors and trash compactors shall be screened in accordance with Ordinance 10-10-01.
6. All signage contingent upon approval by Building Inspection Department.
7. Approval of the site plan is not final until all engineering plans are approved.
8. Easements, where permitted, shall be created in accordance with the zoning Ordinance.
9. Building setbacks within this development shall be compatible, as provided in the final Code of Ordinances.
10. Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
11. Building Inspection Department to determine the type of construction and occupancy group.
12. All electrical transmission, distribution, and service lines must be underground unless otherwise noted.
13. Lots shall conform in location, layout, and construction to the following performance standards in Section 3-1300 of the Zoning Code: lots, blocks, streets, and particulate matter, stormwater runoff, fire or explosion hazard, toxic and noxious material, noise and vibration and/or other performance standards.

An easement for the benefit of each lot shall be provided for electric, gas, water, sewer, and stormwater. The easement shall be provided for each lot and shall be shown on the site plan. The easement shall be provided for each lot and shall be shown on the site plan.

OWNER: PROSPER LAND COMPANY, LLC
 1500 C.R. 77
 Dallas, TX 75240-8337
 Telephone: (972) 992-4170
 Contact: David Whitsett

SURVEYOR: SPARR SURVEYS
 1500 C.R. 77
 Dallas, TX 75240-8337
 Telephone: (972) 992-4170
 Contact: David Whitsett

**KINGS RIDGE ADDITION
 PHASE THREE**

DEVELOPED PER PD-PH STANDARDS
 B.B.B. & C.R.R. COMPANY SURVEY
 1500 C.R. 77
 DALLAS, TEXAS 75240
 DENTON COUNTY, TEXAS

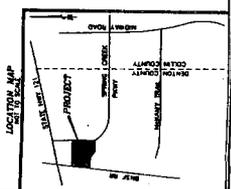
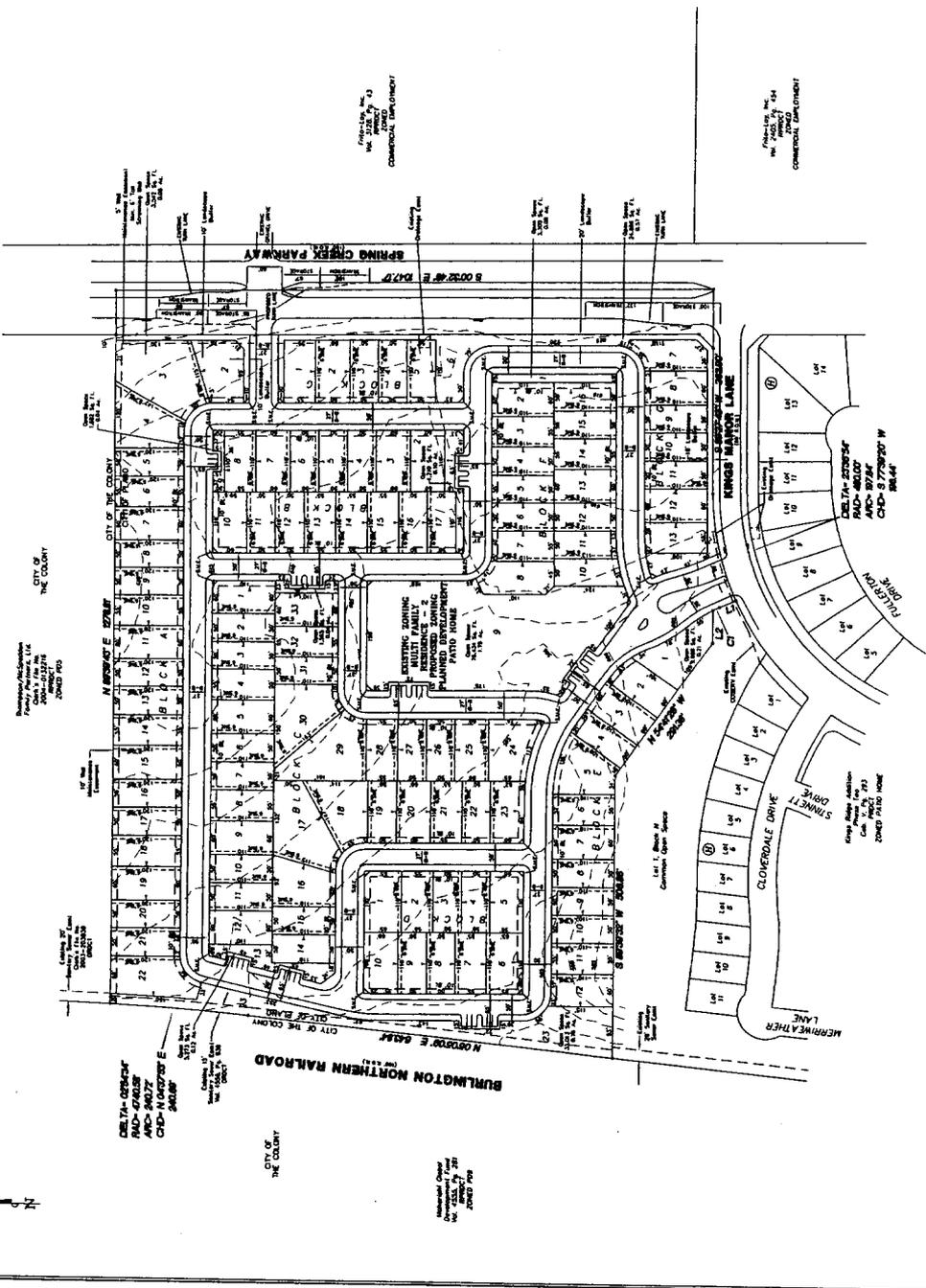
ISSUED BY: B.B.B./C.R.R.
 CHECKED BY: B.B.B.
 SCALE: 1" = 100'
 DATE: JUNE 2005

Sparr Surveys
 1500 C.R. 77
 Dallas, Texas 75240
 (214) 344-2297

JOB NO. 18100

OPEN SPACE CALCULATIONS

LOT	BLOCK	SQ. FT.	ACRES
1	A	1,777.33	0.04
1	B	4,210.00	0.10
1	C	1,582.00	0.04
1	D	1,582.00	0.04
1	E	3,090.00	0.07
1	F	76,434.00	1.75
1	G	163,013.00	3.75
			76,434.00



6-9

ORDINANCE NO. _____
(Zoning Case 2005-17)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 29.7± ACRES OUT OF THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NO. 174, LOCATED AT THE NORTHWEST CORNER OF KINGS MANOR LANE AND SPRING CREEK PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM MULTIFAMILY RESIDENCE-2 TO PLANNED DEVELOPMENT-160-PATIO HOME (PD-160-PH); DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of June, 2005, for the purpose of considering rezoning 29.7± acres out of the B.B.B. & C.R.R. Company Survey, Abstract No. 174, located at the northwest corner of Kings Manor Lane and Spring Creek Parkway in the City of Plano, Collin County, Texas, from Multifamily Residence-2 to Planned Development-160-Patio Home (PD-160-PH); 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 27th day of June, 2005; 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:

6-10

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 29.7± acres out of the B.B.B. & C.R.R. Company Survey, Abstract No. 174, located at the northwest corner of Kings Manor Lane and Spring Creek Parkway in the City of Plano, Collin County, Texas, from Multifamily Residence-2 to Planned Development-160-Patio Home (PD-160-PH), said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to:

1. Maximum lot coverage: 60% for primary and accessory buildings.
2. Minimum front yard: Ten feet; 20 feet from garage.
3. Minimum side yard adjacent to Spring Creek Parkway: Ten feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
4. Minimum rear yard adjacent to Spring Creek Parkway: 12 feet; provided that a ten-foot landscape buffer is established adjacent to the right-of-way.
5. Off-street parking required at a rate of one-half space per lot, only for lots with less than 55 feet of frontage.
6. Minimum usable open space: 6%. Usable open space must be located within 1,000 feet of each residential lot as measured along the street.
7. Minimum lot size: 5,000 square feet.

Section III. 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 IV. 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 V. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. 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 VII. 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 VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 27TH DAY OF JUNE, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

6-12

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the B.B.B. & C.R.R. Company Survey, Abstract No. 174, City of Plano, Denton County, Texas, and being a part of Lot 1, Block N of Kings Ridge Addition, Phase Two, an Addition to the City of Plano according to the plat thereof recorded in Cabinet V, Page 293 of the Plat Records of Denton County, Texas, and the remainder portion of that same tract of land as described in deed to Prosper Land Company, L.L.C., recorded under Clerk's File No. 97-R0086892 in the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Spring Creek Parkway (160 foot right-of-way) with the projected north line of Kings Manor Lane (60 foot right-of-way);

THENCE South, $89^{\circ} 27' 43''$ West, along the projected north line of said Kings Manor Lane, 363.90 feet to the point of curvature of a circular curve to the left having a radius of 480.00 feet;

THENCE southwesterly, along the north line of said Kings Manor Lane and along said curve to the left, through a central angle of $23^{\circ} 36' 54''$ an arc distance of 197.84 feet and having a chord which bears South, $77^{\circ} 39' 20''$ West, 196.44 feet;

THENCE North, $24^{\circ} 09' 07''$ West, departing the north line of said Kings Manor Lane, 31.72 feet to the point of curvature of a circular curve to the left having a radius of 250.00 feet;

THENCE northwesterly, along said curve to the left, through a central angle of $02^{\circ} 48' 56''$ an arc distance of 12.29 feet and having a chord which bears North, $25^{\circ} 33' 35''$ West, 12.28 feet to a point in the north line of said Lot 1, Block N;

THENCE South, $89^{\circ} 27' 43''$ West, along the north line of said Lot 1, Block N, 57.78 feet;

THENCE North, $54^{\circ} 41' 28''$ West, continuing along the north line of said Lot 1, Block N, 291.38 feet;

THENCE South, $89^{\circ} 39' 32''$ West, continuing along the north line of said Lot 1, Block N, 506.86 feet to a point in the east line of the Burlington Northern Railroad (100 foot right-of-way);

THENCE North, $06^{\circ} 05' 09''$ East, along the east line of said Burlington Northern Railroad, 643.84 feet to the point of curvature of a circular curve to the left having a radius of 4,740.58 feet;

THENCE northwesterly, continuing along the east line of said Burlington Northern Railroad and along said curve to the left, through a central angle of $02^{\circ} 54' 34''$ an arc distance of 240.72 feet and having a chord which bears North, $04^{\circ} 37' 53''$ East, 240.69 feet to the southwest corner of a tract of land as described in deed to Thompson/McSpedden Family Partners, Ltd. recorded under Clerk's File No. 2004-132216;

THENCE North, $89^{\circ} 39' 43''$ East, departing the east line of said Burlington Northern Railroad, along the south line of said Thompson/McSpedden Family Partners, Ltd. Tract, 1,278.81 feet to a point in the centerline of said Spring Creek Parkway;

THENCE South, $00^{\circ} 32' 48''$ East, 1,047.17 feet to the POINT OF BEGINNING and CONTAINING 29.715 acres of land.

6-14

DATE: June 7, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission ~~TF~~
SUBJECT: Results of Planning & Zoning Commission Meeting of June 6, 2005

AGENDA ITEM NO. 12A
PUBLIC HEARING: ZONING CASE 2005-18
APPLICANT: EDS INFORMATION SERVICES

DESCRIPTION:

A request to rezone 8.7± acres located at the southeast corner of Dallas North Tollway and Tennyson Parkway **from** Commercial Employment **to** Central Business-1.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 27, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CDD/slc

xc: John Poindexter, EDS Information Services
Dana Brown, Kimley-Horn & Associates
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 6, 2005

Agenda Item No. 12A

Public Hearing: Zoning Case 2005-18

Applicant: EDS Information Services

DESCRIPTION:

A request to rezone 8.7± acres located at the southeast corner of Dallas North Tollway and Tennyson Parkway **from** Commercial Employment **to** Central Business-1.

REMARKS:

The current zoning on the property is Commercial Employment (CE). The CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The major focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting.

The requested zoning is Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the CE district to permit a highly concentrated business center similar to traditional downtown areas of major cities. The applicant is requesting CB-1 zoning so that the property can be developed with similar standards to the office buildings to the north within Planned Development-65-Central Business-1 (PD-65-CB-1). The applicant wishes to pull the building up closer to the streets to match the office building setbacks in Legacy Town Center. The rezoning requested is consistent with the zoning to the north, PD-65-CB-1, and the CE zoning to the west, south, and east. The proposed CB-1 zoning would be compatible with existing office development surrounding the property. There is an associated preliminary site plan exhibiting proposed development under CB-1 zoning.

7-2

ORDINANCE NO. _____
(Zoning Case 2005-18)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 8.7± ACRES OUT OF THE MARIA C. VELA SURVEY, ABSTRACT NO. 935, LOCATED AT THE SOUTHEAST CORNER OF DALLAS NORTH TOLLWAY AND TENNYSON PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM COMMERCIAL EMPLOYMENT TO CENTRAL BUSINESS-1; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of June, 2005, for the purpose of considering rezoning 8.7± acres out of the Maria C. Vela Survey, Abstract No. 935, located at the southeast corner of Dallas North Tollway and Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Central Business-1; 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 27th day of June, 2005; 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 1. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 8.7± acres out of the Maria C. Vela Survey, Abstract No. 935, located at the southeast corner of Dallas North Tollway and Tennyson Parkway in the City of Plano, Collin County, Texas, from Commercial Employment to Central Business-1, 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 27TH DAY OF JUNE, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

7-4

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the Maria C. Vela Survey, Abstract No. 935, in the City of Plano, Collin County, Texas, being part of the 7.35 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the intersection of the centerline of Bishop Road, (65 feet right-of-way) and the north line of Courtyard Legacy Addition, an Addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 811 of the Map Records of Collin County, Texas;

THENCE with the north line of said addition, the following courses and distances to wit:

North, $73^{\circ} 15' 04''$ West, a distance of 99.39 feet to a point for corner;
South, $89^{\circ} 54' 38''$ West, a distance of 434.52 feet to a point for corner in the east right-of-way line of the Dallas North Tollway (variable width right-of-way);

THENCE with said east right-of-way line, the following courses and distances to wit:

North, $00^{\circ} 10' 35''$ West, a distance of 218.27 feet to a point for corner;
North, $06^{\circ} 19' 04''$ East, a distance of 108.86 feet to a point for the beginning of a non-tangent curve to the left with a radius of 262.50 feet, a central angle of $06^{\circ} 29' 43''$, and a chord bearing and distance of North, $03^{\circ} 04' 16''$ East, 29.74 feet;
Northeasterly, with said curve, an arc distance of 29.76 feet to a point for corner;
North, $00^{\circ} 10' 35''$ West, a distance of 304.40 feet to a point in the centerline of Tennyson Parkway (variable width right-of-way);

THENCE with said centerline South, $89^{\circ} 46' 07''$ East, a distance of 571.47 feet to a point for the intersection of the centerline of said Tennyson Parkway and the centerline of said Bishop Road;

THENCE with the centerline of said Bishop Road, the following courses and distances to wit:

South, $00^{\circ} 13' 53''$ West, a distance of 393.74 feet to a point for the beginning of a tangent curve to the right with a radius of 832.50 feet, a central angle of $16^{\circ} 31' 03''$, and a chord bearing and distance of South, $08^{\circ} 29' 24''$ West, 239.17 feet;
Southwesterly, with said curve, an arc distance of 240.00 feet to a point for corner;
South, $16^{\circ} 44' 56''$ West, a distance of 58.41 feet to the POINT OF BEGINNING and CONTAINING 376.497 square feet or 8.65 acres of land.

Surrounding Land Use and Zoning

Property to the north of the request is part of PD-65-CB-1 and is partially developed with an office building and parking garage. The property east and south is zoned CE and is developed with multistory office buildings. The property to the west has structured parking. The property is bounded on the west by the Dallas North Tollway.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development. This request is in conformance with the Future Land Use Plan.

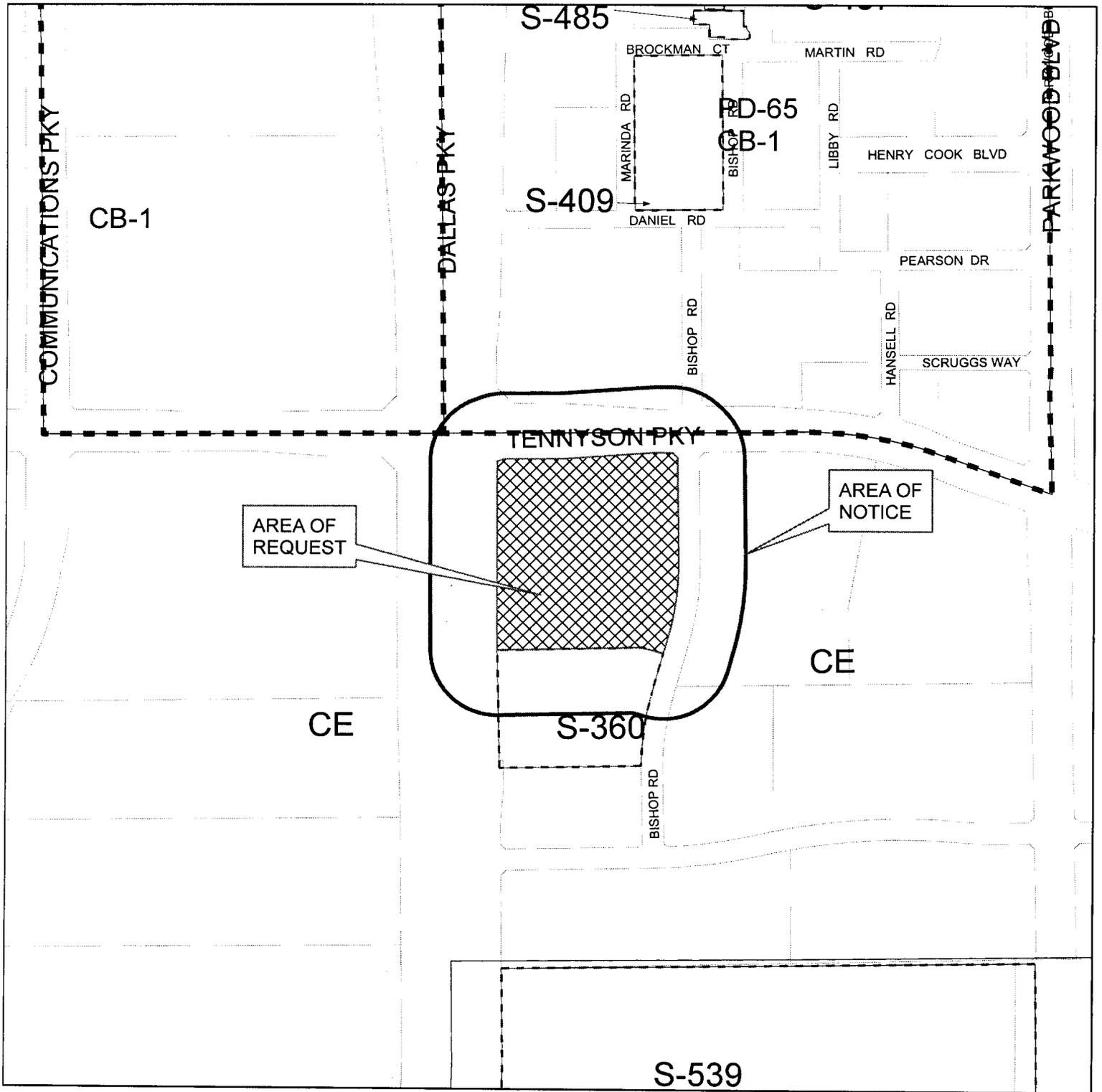
Adequacy of Public Facilities - Water and sanitary sewer services are available.

Traffic Impact Analysis (TIA) - This rezoning request does not meet the threshold to require a TIA as an additional 5,000 trips per day are not expected with the zoning change.

RECOMMENDATION:

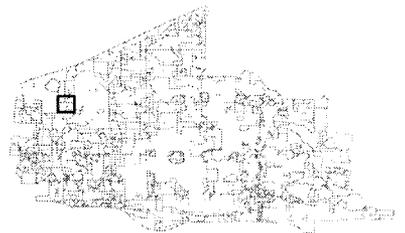
Recommended for approval as submitted.

7-6



Zoning Case #: 2005-18

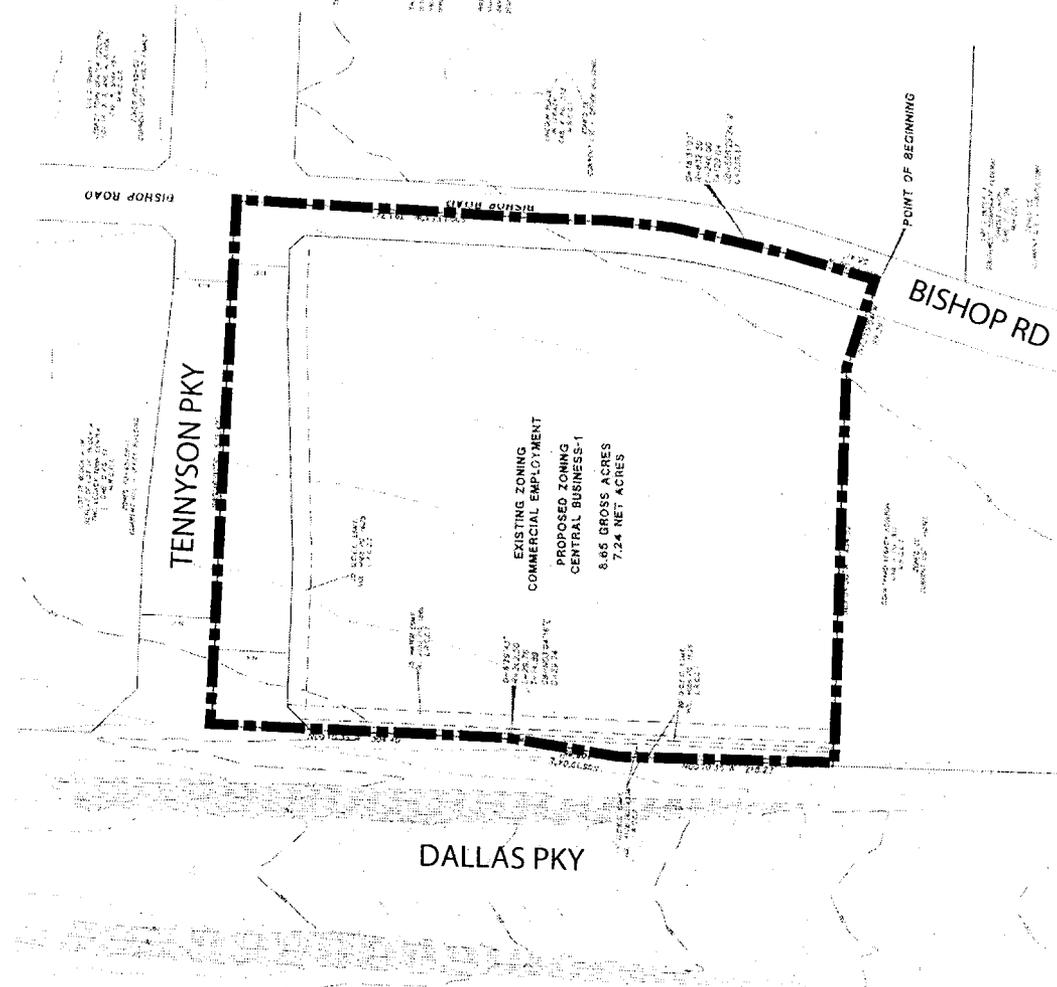
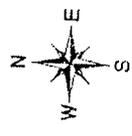
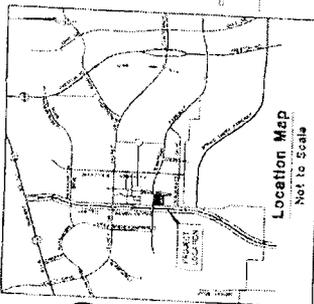
Existing Zoning: COMMERCIAL EMPLOYMENT



○ Zoning Case

7-7

7-8



ZONING CASE NO. 18
**ZONING EXHIBIT
 SEC DNT &
 TENNYSON PARKWAY**
 REQUESTING COMMERCIAL EMPLOYMENT (CE)
 TO
 CENTRAL BUSINESS-1 (CB-1)
 BEING PARCELS OUT OF
 WIRE C BELLS SURVEY ABSTRACT NO. 618
 CITY OF PLANO, COLLIN COUNTY, TEXAS

APPLICANT: K&N INVESTMENTS, INC.
 10000 W. PARKWAY
 SUITE 100
 PLANO, TEXAS 75075
 PREPARED BY: K&N INVESTMENTS, INC.
 10000 W. PARKWAY
 SUITE 100
 PLANO, TEXAS 75075
 DATE: MAY 1, 2006

LEGAL DESCRIPTION
 8.65 ACRES
 BEING PARCELS OUT OF WIRE C BELLS SURVEY ABSTRACT NO. 618, COLLIN COUNTY, TEXAS, MORE PARTICULARLY AS SHOWN ON THE SURVEY MAP OF WIRE C BELLS SURVEY ABSTRACT NO. 618, COLLIN COUNTY, TEXAS, AS FILED FOR RECORD IN THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ON 05/11/2006, AT PAGE 100.

PREPARED BY: K&N INVESTMENTS, INC.
 10000 W. PARKWAY
 SUITE 100
 PLANO, TEXAS 75075

DATE: MAY 1, 2006

APPROVED BY: [Signature]

DATE: June 21, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of June 20, 2005

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2005-20
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance pertaining to manufacturing. The proposed amendments include revised definitions and a revised schedule of permitted uses (use charts).

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

- 1) Amend definitions in Section 1.600 (Definitions) of Article 1 (General Regulations) of the Zoning Ordinance, deleting the definitions for limited assembly and manufacturing and general manufacturing and creating new definitions for light-intensity manufacturing, moderate-intensity manufacturing, and heavy-intensity manufacturing to read as follows:

Light-intensity Manufacturing - Indoor assembly and manufacturing of finished products or parts from previously prepared materials and parts. Fabrication may be used in limited form to shape or define the final product but shall not comprise the primary activity of such operations.

Moderate-intensity Manufacturing - Manufacturing of finished products and component products or parts, including the transportation, treatment, or processing of materials or substances, exclusive of basic industrial processing.

8-1

Heavy-intensity Manufacturing - Basic industrial processing which transforms materials, particularly raw materials, into a new substance, compound, or product. Uses include, but are not limited to, meat packing, chemical and petroleum processing and manufacturing, and foundries.

- 2) Amend the use charts in Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Zoning Ordinance, deleting limited assembly and manufacturing use complying with performance standards and general manufacturing/industrial use complying with performance standards; permitting light-intensity manufacturing use by right in the LC, CE, LI-1, LI-2, RE, RC, RT, and CC zoning districts and by specific use permit and residential adjacency standards in the R district; allowing moderate-intensity manufacturing use by right in the CE, RT, LI-1, and LI-2 zoning districts and by specific use permit in the LC zoning district; allowing heavy-intensity manufacturing use by specific use permit in the CE, RT, LI-1, and LI-2 zoning districts.
- 3) Replace references to limited assembly and manufacturing use complying with performance standards throughout the Zoning Ordinance with light-intensity manufacturing.
- 4) Replace references to general manufacturing throughout the Zoning Ordinance with moderate-intensity manufacturing.

CDD/mac

xc: Lynn Woodall, Administrative Support Supervisor



CITY OF PLANO
PLANNING & ZONING COMMISSION

June 20, 2005

Agenda Item No. 7

Public Hearing: Zoning Case 2005-20

Applicant: City of Plano

DESCRIPTION:

A request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance pertaining to manufacturing. The proposed amendments include revised definitions and a revised schedule of permitted uses (use charts).

REMARKS:

In April, City Council requested that staff review the Zoning Ordinance standards relating to manufacturing uses. Within the changing business environment, Plano needs to ensure that our manufacturing definitions are adequate to address the current economic sector while continuing to protect the health, safety, and welfare of the community through zoning regulations.

The Zoning Ordinance currently has two definitions for manufacturing:

Limited Assembly and Manufacturing - The assembly and manufacturing of finished products or parts from previously prepared materials and parts. Fabrication may be used in limited form to shape or define the final product, but shall not comprise the primary activity of such operations. Basic industrial processing which transforms materials, particularly raw materials, into a new substance, compound, or product is not permitted. Such operations shall meet the performance standards, bulk controls, and other requirements of this ordinance. Excluded uses include, but are not limited to, meat packing, chemical and petroleum processing and manufacturing, and foundries.

8-3

General Manufacturing - Manufacturing of finished products and component products or parts, from the transportation, treatment or processing of materials or substances, including basic industrial processing. Such operations must meet the performance standards, bulk controls, and other requirements in this ordinance.

These definitions require all manufacturing and assembly uses to be placed into one of two categories. While limited assembly and manufacturing is allowed in eight zoning districts by right and one by specific use permit (SUP); general manufacturing is allowed only by SUP within four districts. The use of two definitions places many businesses, which would contribute to the economic health of the community, under the requirement of gaining an SUP before locating in Plano, despite the fact that the use may not be deemed particularly heavy or noxious.

Suggested Modifications

By expanding the manufacturing categories to three uses, the city will be better able to distinguish between businesses that have little, moderate, or heavy impacts on the community and to locate them appropriately. Toward this end, staff recommends the following:

- The existing definition for limited assembly and manufacturing should be replaced with a similar definition for light-intensity manufacturing. Light-intensity manufacturing would accommodate businesses that produce or assemble products indoors from previously prepared materials and parts. Light-intensity manufacturing would be allowed by right in the LC, CE, LI-1, LI-2, RE, RC, RT, and CC zoning districts and by specific use permit and residential adjacency standards in the R district.
- The existing definition for general manufacturing should be changed to moderate-intensity manufacturing with only minor modifications. Moderate-intensity manufacturing would accommodate businesses that cannot meet the strict standards of the light-intensity manufacturing district, but do not engage in basic industrial processing of raw materials. Moderate-intensity manufacturing would be allowed by right in the CE, RT, LI-1, and LI-2 zoning districts and by specific use permit in the LC zoning district.
- A definition for heavy-intensity manufacturing should be established to accommodate basic industrial processes. Heavy-intensity manufacturing would be allowed in CE, LI-1, LI-2, and RT by specific use permit.

Impact of Manufacturing Uses

Open storage and outside display are regulated based on the zoning district, rather than use, within Section 3.900 of the Zoning Ordinance. The RT district prohibits open storage and outside display. All uses are required to meet the performance standards listed within Section 3.1300 of the Zoning Ordinance, pertaining to noise, smoke and particulate matter, odorous matter, fire or explosive material, toxic and noxious matter, and vibration. These proposed changes will not modify the existing regulations impacting open storage of goods and materials or the requirement to meet performance standards.

8-4

RECOMMENDATIONS:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

- 1) Amend definitions in Section 1.600 (Definitions) of Article 1 (General Regulations) of the Zoning Ordinance, deleting the definitions for limited assembly and manufacturing and general manufacturing and creating new definitions for light-intensity manufacturing, moderate-intensity manufacturing, and heavy-intensity manufacturing to read as follows:

Light-intensity Manufacturing - Indoor assembly and manufacturing of finished products or parts from previously prepared materials and parts. Fabrication may be used in limited form to shape or define the final product but shall not comprise the primary activity of such operations.

Moderate-intensity Manufacturing - Manufacturing of finished products and component products or parts, including the transportation, treatment, or processing of materials or substances, exclusive of basic industrial processing.

Heavy-intensity Manufacturing - Basic industrial processing which transforms materials, particularly raw materials, into a new substance, compound, or product. Uses include, but are not limited to, meat packing, chemical and petroleum processing and manufacturing, and foundries.

- 2) Amend the use charts in Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Zoning Ordinance, deleting limited assembly and manufacturing use complying with performance standards and general manufacturing/industrial use complying with performance standards; permitting light-intensity manufacturing use by right in the LC, CE, LI-1, LI-2, RE, RC, RT, and CC zoning districts and by specific use permit and residential adjacency standards in the R district; allowing moderate-intensity manufacturing use by right in the CE, RT, LI-1, and LI-2 zoning districts and by specific use permit in the LC zoning district; allowing heavy-intensity manufacturing use by specific use permit in the CE, RT, LI-1, and LI-2 zoning districts.
- 3) Replace references to limited assembly and manufacturing use complying with performance standards throughout the Zoning Ordinance with light-intensity manufacturing.
- 4) Replace references to general manufacturing throughout the Zoning Ordinance with moderate-intensity manufacturing.

ORDINANCE NO. _____
(ZONING CASE 2005-20)

AN ORDINANCE OF THE CITY OF PLANO AMENDING SECTION 1.600 (DEFINITIONS) OF ARTICLE 1 (GENERAL REGULATIONS), SUBSECTION 2.502 (SCHEDULE OF PERMITTED USES) OF SECTION 2.500 (PERMITTED USES) AND ADDITIONAL SUBSECTIONS OF ARTICLE 2 (ZONING DISTRICTS AND USES), PLANNED DEVELOPMENTS, AND SPECIFIC USE PERMITS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, PERTAINING TO MANUFACTURING USES; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of June, 2005, for the purpose of considering a change in the Zoning Ordinance; 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 27th day of June, 2005; and

WHEREAS, the City Council is of the opinion and finds that such change 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.

8-6

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

Section I. Section 1.600 (Definitions) of Article 1 (General Regulations), of the Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended to delete the definitions for limited assembly and manufacturing and general manufacturing and create new definitions for light-intensity manufacturing, moderate-intensity manufacturing, and heavy-intensity manufacturing, such definitions to read in their entirety as follows:

Light-intensity Manufacturing - Indoor assembly and manufacturing of finished products or parts from previously prepared materials and parts. Fabrication may be used in limited form to shape or define the final product but shall not comprise the primary activity of such operations.

Moderate-intensity Manufacturing - Manufacturing of finished products and component products or parts, including the transportation, treatment, or processing of materials or substances, exclusive of basic industrial processing.

Heavy-intensity Manufacturing - Basic industrial processing which transforms materials, particularly raw materials, into a new substance, compound, or product. Uses include, but are not limited to, meat packing, chemical and petroleum processing and manufacturing, and foundries.

Section II. Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), of the Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended to delete limited assembly and manufacturing use complying with performance standards and general manufacturing/industrial use complying with performance standards uses and adding light-intensity manufacturing use by right in the LC, CE, LI-1, LI-2, RE, RC, RT, and CC zoning districts and by specific use permit and residential adjacency standards in the R zoning district; adding moderate-intensity manufacturing use by right in the CE, RT, LI-1, and LI-2 zoning districts and by specific use permit in the LC zoning district; and adding heavy-intensity manufacturing use by specific use permit in the CE, RT, LI-1, and LI-2 zoning districts.

Section III. Additional subsections of Article 2 (Zoning Districts and Uses), planned developments, and specific use permits of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended to replace references to limited assembly and manufacturing use complying with performance standards with light-intensity manufacturing.

Section IV. Specific use permits of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended to replace references to general manufacturing with moderate-intensity manufacturing.

Section V. 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 VI. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VII. 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 VIII. 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 IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 27TH DAY OF JUNE, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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